

From: Sheryl Luongo
Sent: Tuesday, January 02, 2018 9:43 AM
To: Beverly Kelly; Sherry Howard
Subject: FW: cold war veterans exemption

Beverly, I don't care what day this gets on the agenda. Whatever works. This is what is going to be discussed regarding the Cold War Veteran exemption – BELOW.

Sheryl Luongo, Assessor

Town of Putnam Valley – 372800

Visit our town website – www.putnamvalley.com

845-526-2517 O

845-526-1077 F



Please.... Think Green. Do you really need to print this message?

NOTICE: This communication may contain confidential, proprietary or legally privileged information. It is intended only for the person(s) to whom it is addressed. If you are not an intended recipient, you may not use, read, retransmit, disseminate or take any action in reliance upon it. Please notify the sender that you have received it in error and immediately delete the entire communication, including any attachments.

From: Sheryl Luongo
Sent: Wednesday, December 27, 2017 11:31 AM
To: Jackie Annabi (annabipvtb@gmail.com) <annabipvtb@gmail.com>; Louie Luongo <lluongopvtb@optonline.net>; Sam Oliverio <Soliverio@putnamvalley.com>; Steve Mackay (smmackaypvtb@yahoo.com) <smmackaypvtb@yahoo.com>; Wendy Whetsel <WWhetsel@putnamvalley.com>
Cc: Bill Florence <williamflorence@mac.com>
Subject: cold war veterans exemption

You recently discussed eliminating the 10 year sunset clause on the Cold War Veterans Exemption. Now there is another consideration for your review. Currently the Cold War Veteran Exemption stands at \$12,000 (max 15%) and \$18,000 (100% disabled) and Putnam County is at \$54,000 (15%) and \$180,000 (100% disabled). This means that a Cold War Veteran who applies for the exemption can only receive a 15% max deduction up to \$12,000 on the town portion of their tax bill. The County portion can go as high as \$54,000. For a disabled veteran the town portion can go as high as \$18,000 and the County can go as high as \$180,000.

Example –

42 Luigi Road assessed at \$352,000 has a Cold War Veteran Exemption (JUST AN EXAMPLE!)

The Town portion of the bill would be $\$352,000 * 15\% = \$52,800$. Because the town is maxed out at \$12,000 the deduction would only be \$12,000 so the bill would be based on \$340,000 ($\$352,000 - \$12,000 = \$340,000$). The county portion of the bill would be $\$352,000 * 15\% = \$52,800$ but the bill would be based on \$299,200 ($\$352,000 - \$52,800 = \$299,200$) because the County is maxed out at \$54,000.

The reason the County opted to increase the amounts was to bring them in line with the Alternative Veterans Exemption so as to not discriminate.

As of now, none of our school districts located within our town borders have adopted the Cold War Veterans Exemption.

Keep in mind that any exemption savings (other than Star) get disbursed to the rest of the taxpayers. This is not to sway you from changing the exemption amounts. This is only meant to inform.

This would need to be changed by local law.

This is confusing so if you have any questions please ask.

Sheryl Luongo, Assessor

Town of Putnam Valley – 372800

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VAN DEWATER AND VAN DEWATER, LLP

COUNSELORS AT LAW

John B. Van DeWater (1892-1968)
Robert B. Van DeWater (1921-1990)
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December 27, 2017

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

Attn: Sheryl Luongo, Town Assessor

RE: Kissinger and Kaplan v. Town of Putnam Valley, et al.
Index No. 2017-500597

Dear Sheryl:

Enclosed please find Resolution and proposed Consent Order and Judgment for review and approval by the Supervisor and Town Board, with regard to the above tax certiorari proceeding.

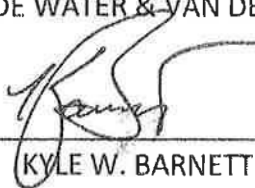
Please e-mail me a copy of the Resolution after it has been approved. I will then sign same on behalf of the Town of Putnam Valley and forward it to Mr. Wright for signature and submission to the Court.

Thank you and Happy New Year!

Very truly yours,

VAN DE WATER & VAN DE WATER, LLP

BY:



KYLE W. BARNETT

KWB:lac
Enclosures

RESOLUTION

IT IS HEREBY RESOLVED that Van DeWater & Van DeWater, LLP, Kyle W. Barnett, Esq., of counsel, is authorized to enter into the attached Consent Judgment and Order, settling the tax certiorari proceedings brought by Robert J. Kissinger, Iris Kaplan and Leonard Kaplan against the Town of Putnam Valley for the tax year 2017 and to sign such other and further papers as are necessary to effectuate the settlement.

Dated: Putnam Valley NY
_____, 2018

MOVED BY: _____

SECONDED BY: _____

AYES: _____

NAYS: _____

At an IAS Term of the Supreme Court of the State of New York, held for the County of Putnam, at 20 County Center, Carmel NY, on the _____ day of _____, 2018.

PRESENT: Hon. Paul L. Marx, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

-----X
ROBERT J. KISSINGER, IRIS KAPLAN and
LEONARD KAPLAN,

Petitioners,

- against -

CONSENT ORDER AND
JUDGMENT

Index No. 17-500597

ASSESSOR OF THE TOWN OF PUTNAM VALLEY,
BOARD OF ASSESSMENT REVIEW OF THE TOWN
OF PUTNAM VALLEY and THE TOWN OF PUTNAM
VALLEY,

Respondents.

For a Review of the Assessment of Certain Real
Property under Article 7 of the Real Property Tax Law.

-----X

Petitioner having heretofore served and filed the Notice of Petition and Petition to review assessment made by the Town of Putnam Valley for the assessment year 2017 upon certain property located in the Town of Putnam Valley and designated as Tax Grid No. 51.1-58.1 (North Shore Road) on the tax map and assessment roll of the Town of Putnam Valley; and

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by David O. Wright, Esq., and the Respondents having appeared by Kyle W. Barnett, Esq., of Van DeWater & Van DeWater, LLP, and the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED and DETERMINED that the assessments on the property designated as Grid Number 51.1-58.1 (North Shore Road) on the tax map and assessment rolls

of the Town of Putnam Valley for the assessment year 2017, is hereby reduced, corrected and fixed for the assessment rolls as follows:

ASSESSMENT ROLL	ASSESSMENT	REDUCED ASSESSMENT	AMOUNT OF REDUCTION
2017	\$230,000	\$140,000	\$90,000

and, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Putnam Valley shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations; and it is further

ORDERED, ADJUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the Town of Putnam Valley or the Putnam County Commissioner of Finance, the amounts, if any, paid as Town and Town Special District ad valorem taxes, against the original assessments in excess of what said taxes would have been if the said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York provided, however, if said refund is paid by the Town of Putnam Valley within ninety (90) days of service upon the Town of Putnam Valley a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED, that there shall be audited, allowed and paid to the petitioner by the County of Putnam the amounts, if any, paid as County and County Special District ad valorem taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with

interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the County of Putnam within ninety (90) days of service upon the County of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the Putnam Valley Central School District the amounts, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the Putnam Valley Central School District within ninety (90) days of service upon the County of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that the refunds hereinabove directed to be paid shall be paid by check payable to the order of David O. Wright, Esq., as attorney for Petitioner, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to their attorneys' lien, pursuant to Judiciary Law §475, and it is further

ORDERED, ADJUDGED and DETERMINED that to the extent any taxes or assessments are unpaid and have already been billed for the Town, School, County and special districts in accordance with the original assessed valuations, the officer or officers having custody of the assessment rolls and/or the tax rolls shall forward to the petitioner a new bill or bills, taxing

said petitioner on the basis of the final total assessed valuation as stipulated herein, and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

ENTER

HON. PAUL L. MARX, J.S.C.

Signing and Entry of the within Order is hereby
Consented to:

BY: _____

DAVID O. WRIGHT, ESQ.
Attorney for Plaintiff
220 Tate Avenue, Suite 5
Buchanan, NY 10511
(914) 245-0455

VAN DE WATER & VAN DE WATER, LLP
Attorneys for Respondents

BY: _____

KYLE W. BARNETT, ESQ.
85 Civic Center Plaza, Suite 101
PO Box 112
Poughkeepsie NY 12602
(845) 452-5900

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VAN DEWATER AND VAN DEWATER, LLP

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Robert B. Van DeWater (1921-1990)
James E. Nelson
Gerard J. Comatos, Jr.
Ronald C. Blass, Jr.
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Jeffrey S. Battistoni
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Counsel

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Danielle E. Strauch
Erin L. O'Dea

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December 27, 2017

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

Attn: Sheryl Luongo, Town Assessor

RE: Beals v. Town of Putnam Valley, et al.
Index No. 2017-504

Dear Sheryl:

Enclosed please find Resolution and proposed Consent Order and Judgment for review and approval by the Supervisor and Town Board, with regard to the above tax certiorari proceeding.

Please e-mail me a copy of the Resolution after it has been approved. I will then sign same on behalf of the Town of Putnam Valley and forward it to Mr. Beals for signature and submission to the Court.

Thank you and Happy New Year!

Very truly yours,

VAN DE WATER & VAN DE WATER, LLP

BY:



KYLE W. BARNETT

KWB:lac
Enclosures

RESOLUTION

BE IT RESOLVED, that the Town Board of the Town of Putnam Valley does hereby authorize the settlement of the tax review proceeding instituted by Allen and Michael Beals, for the tax assessment roll of 2017 for 174 Canopus Hollow Road (61.-1-30) as shown on the attached Consent Order and Judgment; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Putnam Valley does hereby authorize Sam Oliverio, Jr., Supervisor, Kyle Barnett, Esq. of Van DeWater & Van DeWater, LLP and Sheryl Luongo, Town Assessor to sign such papers as are necessary to effectuate said settlement.

Dated: January __, 2018
Putnam Valley, New York

Moved: _____

Seconded: _____

Ayes: _____

Nays: _____

At an IAS Term of the Supreme Court of the State of New York, held for the County of Putnam, at 20 County Center, Carmel, New York on the _____ day of _____, 2018.

PRESENT: Hon. Paul I. Marx, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF PUTNAM

-----X

In the Matter of the Application of

ALLEN and MICHAEL BEALS,

Petitioners,

- against -

CONSENT ORDER AND JUDGMENT

Index No.: 17-504

THE BOARD OF ASSESSORS and THE BOARD
OF ASSESSMENT REVIEW and THE ASSESSOR,
SHERYL LUONGO, of the Town of Putnam
Valley,

Respondents.

-----X

Petitioners having heretofore served and filed the Notice of Petition and Petition to review assessments made by the Town of Putnam Valley for the assessment year 2017 upon certain property located in the Town of Putnam Valley and designated as Tax Grid No. 61.-1-30 the tax maps and assessment roll of the Town of Putnam Valley; and

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by Allen Beals, Esq., pro se, and the Respondents having appeared by Kyle W. Barnett, Esq., of Van DeWater & Van DeWater, LLP, for the Town of Putnam Valley, and the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED and DETERMINED that the assessment on the property designated as Grid Number 61.-1-30 174 (Canopus Hollow Road) on the tax map and

assessment roll of the Town of Putnam Valley for the assessment year 2017, is hereby reduced, corrected and fixed for the assessment roll as follows:

ASSESSMENT ROLL	ASSESSMENT	REDUCED ASSESSMENT	AMOUNT OF REDUCTION
2017	\$1,323,000	\$1,210,000	\$113,000

and, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the aforesaid assessment roll and the tax roll of the Town of Putnam Valley shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further

ORDERED, ADJUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the Town of Putnam Valley or the Putnam County Commissioner of Finance, the amounts, if any, paid as Town and Town Special District ad valorem taxes, against the original assessment in excess of what said taxes would have been if the said assessment had been made as determined herein together with interest as provided by the respective laws of the State of New York provided, however, if said refund is paid by the Town of Putnam Valley within ninety (90) days of service upon the Town of Putnam Valley a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED, that there shall be audited, allowed and paid to the petitioner by the County of Putnam the amounts, if any, paid as County and County Special District ad valorem taxes against the original assessment in excess of

what said taxes would have been if said assessment had been made as determined herein together with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the County of Putnam within ninety (90) days of service upon the County of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the Putnam Valley Central School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein together with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the Putnam Valley Central School District within ninety (90) days of service upon the County of a copy of this Order together with a Demand for Payment said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that the refunds hereinabove directed to be paid shall be paid by check payable to the order of Allen Beals and Michael Beals, and it is further

ORDERED, ADJUDGED and DETERMINED that to the extent any taxes or assessment are unpaid and have already been billed for the Town, School, County and special districts in accordance with the original assessed valuation, the officer or officers having custody of the assessment roll and/or the tax roll shall forward to the petitioner a new bill or bills, taxing said petitioner on the basis of the final total assessed valuation as stipulated herein, and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and that there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

ENTER

HON. PAUL I. MARX, J.S.C.

Signing and Entry of the within Order is hereby
Consented to:

ALLEN BEALS, ESQ., Pro Se
10 City Place, Suite 28E
White Plains NY 10601
(914) 449-6522

VAN DE WATER & VAN DE WATER, LLP
Attorneys for Respondents

BY:

KYLE W. BARNETT, ESQ.
85 Civic Center Plaza, Suite 101
PO Box 112
Poughkeepsie NY 12602
(845) 452-5900



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Town of Putnam Valley

To: Putnam Valley Town Board

From: Susan L. Manno *SJM*

Date: January 10, 2018

Subject: Authorize Supervisor to Sign Agreement with
Public Employer Risk Management Association (PERMA)

I formally request that the Putnam Valley Town Board authorize the Supervisor to sign the Workers' Compensation & Employers Liability Program Agreement. This agreement stipulates the terms the town agrees to for PERMA to provide a Workers' Compensation Policy to all town employees. The town further agrees to appoint Susan L. Manno as Safety Coordinator and authorizes the mandatory safety training provided by PERMA as per terms of the agreement.

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

9 Cornell Road
Latham, New York 12110

**WORKERS' COMPENSATION & EMPLOYERS LIABILITY
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by and between the Public Employer Risk Management Association, Inc., hereinafter referred to as "PERMA" and the

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

referred to in this agreement as the "member", for the purpose of providing a risk management workers' compensation service program and statutory workers' compensation benefits for its employees.

The member desires to satisfy its statutory obligation to provide workers' compensation benefits through participation in PERMA, a workers' compensation group self-insurance program and risk management workers' compensation service program for local governments and other public employers and instrumentalities of the State of New York. PERMA is managed by Northeast Association Management, Inc. (NEAMI), a separate entity, which provides administrative, marketing and management services for PERMA, and manages all of its claims, pursuant to a contract with PERMA and subject to the direction of PERMA's Board of Directors. A copy of the contract between PERMA and NEAMI, including any attachments and revisions, will be provided to the member upon request.

The member and agrees to the following terms and conditions of membership:

469. Term and Renewal. The initial term of this Agreement will commence upon execution and will end on the expiration date of current coverage. The agreement will renew automatically for successive one year terms each year thereafter on the anniversary date of its commencement (the "Renewal Date"), unless (i) PERMA receives written notice from the member, at least 30 days prior to the Renewal Date, that it will not renew the Agreement, or (ii) PERMA receives written notice from the member, at least 30 days prior to the Renewal Date, that it reserves its right not to renew and PERMA receives written notice from the member, prior to the Renewal Date, that it will not renew the Agreement, or (iii) PERMA gives the member written notice at least 60 days prior to the Renewal Date that it will not renew the Agreement. An untimely notice that the member will not renew

will be deemed, to the extent otherwise valid, to be a notice of termination under paragraph 13.

470. Coverage During the term of this Agreement. PERMA agrees to provide the member with workers' compensation coverage as described in PERMA's certificate of coverage and coverage document as long as the member complies with the terms of this Agreement and the coverage document.

3. Statement of Policy. As a condition of membership, the member subscribes to the following statement of policy:

(a) Purpose. The policy of the member with respect to its exposure to workers' compensation loss shall be to minimize the financial impact upon it resulting from employee accidents covered by the New York Workers' Compensation Law. This will be accomplished by means of: (i) loss prevention and safety programs to minimize or eliminate risk of employee injury; (ii) PERMA's purchase of specific stop loss insurance; and (iii) PERMA's use of investment income from reserves and operating funds for the benefit of PERMA members.

(b) Loss Prevention. The policy of the member will be to emphasize the reduction, modification, or elimination of conditions and practices which may cause loss. Safety to personnel and the public shall have the highest priority. The member shall be responsible to see that its operations conform to applicable safety standards. "Safety activities shall be the responsibility of each supervisor and all loss prevention activities, including safety, shall be coordinated by a safety coordinator who shall be designated by and responsible to the Chief Executive Officer of the member."

(c) Reporting of Injuries. All injuries will be reported through appropriate channels to PERMA by a representative of the member so designated to PERMA.

4. Payroll Classification. (a) PERMA has the right to audit payroll records. PERMA will estimate the figures based upon a review of the expiring contract payrolls and/or the last payroll audit. It is understood that this is an estimate that will be adjustable at the end of each contract year to reflect the actual payroll of the member, in accordance with the terms of the coverage document. The member agrees to pay any additional contributions that are required as a result of this annual adjustment within 30 days of notice or invoice. Where appropriate, the member's contribution will be adjusted by refund to the member within 30 days of notice or invoice. This condition will not affect the contribution of any member participating in an alternative contribution plan or where otherwise agreed to by the member and PERMA.

(b) **Volunteer Exposures.** PERMA will use population served to calculate coverage cost for Volunteer Firefighter exposure, number of ambulances to calculate coverage cost for Volunteer Ambulance Coverage, and number of and duties of other

volunteers to calculate coverage cost for voluntary coverage. PERMA reserves the right to audit these exposures at its discretion. PERMA may apply credits if there is a dual exposure for paid firefighters and volunteer firefighters protecting the same areas.

5. **Contributions** . The member agrees to pay a deposit contribution which is computed by the PERMA Underwriting Department utilizing rules which are similar, but not identical, to those outlined in the New York Compensation Insurance Rating Board Rating Manual and guidelines approved by the PERMA Board of Directors. The member will pay the deposit contribution within 15 days of the date of commencement, unless a payment plan is approved by PERMA. The member understands that its contribution may be adjusted as a result of increased benefit levels mandated by amendments to the New York Workers' Compensation Law or by mandated increases in Workers' Compensation Board assessments. The member agrees to execute necessary authorization forms permitting PERMA and its designee to obtain information and data required in determining the experience rating modification of the member. For qualified members who elect an alternative contribution program, the required contribution will be modified to meet the terms and conditions of the specific program as enumerated in a separate contract with the member.

6. **PERMA Advance Discount.** The Board of Directors will annually determine the amount of the maximum discount to be offered by PERMA. The discount for each member is determined individually by the PERMA underwriting department within the range approved by the PERMA Board of Directors.

7. **Excess Insurance.** PERMA will place and maintain excess insurance coverage with a qualified underwriter for specific loss limits stop loss insurance.

8. **Limit of Liability.** The member is not liable to PERMA, to other members of PERMA, to any claimant against PERMA, or to any claimant against another member of PERMA, except for payment of (i) the contributions required by this Agreement; and (ii) any fees or other amounts due as may be provided in a separate contract between the member and PERMA. PERMA, not the member, is liable to pay workers' compensation claims that are covered under the coverage agreement. The member agrees that the only assets from which a judgment against PERMA may be satisfied are the assets and property of PERMA. No member, officer or director of PERMA will be personally liable for any claim against PERMA.

If, in the determination of the Chair of the Workers' Compensation Board, or his or her designee, and based upon the available evidence, PERMA becomes insolvent, the member will be responsible for any outstanding compensation and medical benefits due, and penalties or assessments imposed, with respect to any of its employees' or beneficiaries' workers' compensation claims until those claims are closed and the obligations are satisfied, but the member will not be responsible for any additional contribution in order to pay the claims of any other member of PERMA, past, present or

future. For purposes of this provision, "insolvent" means that the sum of PERMA's cash, deposits in a bank or trust company insured under the provisions of the Federal Deposit Insurance Act and investments permitted pursuant to section 12 NYCRR § 317.8(c) is less than the total cost of all of its anticipated workers' compensation liabilities, as defined by section 12 NYCRR § 317.2(o), that will accrue within the succeeding six months.

9. Safety Program. PERMA or its designee will provide safety services to the member, designed to assist it in following a plan of loss control intended to reduce losses. The member agrees that it will cooperate in instituting any and all reasonable safety regulations that may be recommended by PERMA or its designee for the purposes of eliminating or minimizing hazards that would contribute to injuries.

The member must identify a named safety coordinator who will be required to complete training PERMA provides, including safety coordinator training, advanced safety coordinator training and accident investigation training. If the member does not already have a safety coordinator, the member will appoint a safety coordinator within six months of the date of commencement and the safety coordinator must complete the required training within 18 months of the date of commencement. If the member fails to satisfy these requirements, the PERMA Board of Directors may terminate its membership.

The member must comply with OSHA/PESH standards and regulations. The member must notify PERMA within 10 days of its receipt of a PESH violation. If the member is not in compliance with OSHA/PESH standards it is subject to a mandatory underwriting review.

The member must have an active safety committee of which the member's safety coordinator is a member. The safety committee must meet at least quarterly and must provide PERMA with an annual schedule of meetings, a list of participants and, upon request, minutes from the meetings which define the committee's safety improvements goals and efforts. The member's failure to comply with these requirements will result in a risk management audit.

The member is required to complete a PERMA accident review with respect to every incident which may give rise to a claim and submit that review to PERMA's Risk Management Department within three days of the incident. The member's failure to complete and submit the incident review will give rise to a safety audit and may result in an underwriting review.

The member agrees that it will cooperate in instituting any and all reasonable safety regulations that PERMA or its designee recommends to eliminate or minimize hazards that can contribute to injuries. The member will allow PERMA or its designee access to the member's facilities, employees and safety committee to perform a risk assessment/safety audit. PERMA may terminate this agreement if the member fails to allow such access. The member's failure to institute suggested safety recommendations may result in an underwriting for review.

10. Claims. PERMA, through its designated third-party administrator, will administer, service, settle, and pay any and all workers' compensation claims, as are defined in a certificate of coverage issued to the member, after the member provides notice of the injury in sufficient detail to prepare all required forms. PERMA will provide a defense if required, will contact injured employees as appropriate and will appear at necessary compensation hearings. PERMA will retain and supervise legal counsel at its expense, as may be necessary for the defense of any claim. The member will cooperate fully by supplying any information needed or helpful to defend such action. PERMA agrees to provide the member with a statement of claim, claims status and activities report within 10 days of the member's request for such information.

11. By-laws, Rules and Regulations of PERMA. The member agrees to abide by and is bound by the rules, regulations and bylaws which are adopted by the Board of Directors or members of PERMA. The member further agrees to abide by the terms and conditions of the coverage document which will be provided to the member annually upon renewal.

12. Termination of Coverage and Membership. This Agreement, including the member's workers' compensation coverage and membership in the program, may be terminated (a) by PERMA either (i) on 10 days' written notice for the member's failure or refusal to make any required payment, unless the member makes the required payment within 10 days of notice; or (ii) on 60 days' written notice for other cause, including but not limited to the member's failure to comply with the terms of this Agreement (other than the terms requiring the member to make payments), or the terms of the member's workers' compensation and/or employer's liability coverage agreement with PERMA, or the rules, regulations or by-laws of PERMA; or (b) by the member, 30 days after PERMA's receipt of written notice of cancellation. If the Agreement is terminated by PERMA for non-payment or is cancelled by the member, the member will be required to pay a short rate penalty upon termination. The short rate penalty will be computed using the New York Compensation Insurance Rating Board Short Rate Cancellation Table, including the procedure accompanying that table, unless amended by an alternative contribution contract. The final contribution will not be less than the minimum contribution set forth in the member's Workers' Compensation/Employer's Liability Agreement. Upon any termination of this Agreement other than a termination on the Renewal date, the terminating member will be required to pay the contributions earned, on a pro rata basis, through the date on which the termination is effective. The member's final contribution will not be less than the pro rata share of the minimum contribution under this Agreement.

13. Notice to the Parties. Notice by either party, as the case may be, shall be given by certified mail to PERMA at its address, 9 Cornell Road, Latham, New York 12212, and to the member at its address as set forth above.

14. Reporting and Retention Obligations. Notwithstanding any other provision of

this Agreement, the member does not by this Agreement transfer to PERMA and PERMA does not assume any reporting or records retention obligations imposed upon the member by the New York State Workers' Compensation Law.

Town of Putnam Valley

By: _____

Title: _____

ATTEST:

PUBLIC EMPLOYER RISK MANAGEMENT ASSOCIATION

By: _____

Stephen Altieri
Chairman, PERMA Board of Directors

By: _____

Jeff Van Dyk
Executive Director, PERMA