

7

**RESOLUTION**

**RESOLVED**, that the two areas bordering the beach area on both the left and right of the beach at Carrera's's Beach, Lake Peekskill, be known as **Carrera's Landings**.

#18

Kevin Molnar  
34 Hiawatha Road  
Putnam Valley, New York 10579

June 2<sup>nd</sup>, 2017

Town Clerk, Town of Putnam Valley  
Putnam Valley Town Hall  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

Re: Bid to Purchase Lot #91.8-1-22 located adjacent to 28 Peekskill Hollow Road by Oregon  
Corners (.34 acres)

Dear Sir/Madame:

I am hereby submitting an "all-cash" bid in the sum of \$4,000.00 to purchase the referenced  
vacant parcel of land.

Please contact me if you have any questions or need further information.

Thank you very much.

Very truly yours,



Kevin Molnar

203-559-6191

KMOLNAR@gatewaydev.com

CERTIFICATION FORM NOTE AND LUMP SUM COST

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to the Town of Putnam Valley is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions for the complete demolition services detailed in this RFP for the total lump sum cost of:

\$28,900<sup>00</sup> Twenty Eight Thousand Nine Hundred Dollars

Lump Sum Cost of Demolition Services

MANCON, LLC  
(Name of Respondent)

*[Handwritten Signature]*  
(Signature of Authorized Representative)

Michael A. Nunes  
(Typed Name of Authorized Representative)

OWNER  
(Title)

5/23/17  
(Date)



# CERTIFICATE OF LIABILITY INSURANCE

MANCO-1

OP ID: LH

DATE (MM/DD/YYYY)

05/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |  |
|--|--|--|--|
| PRODUCER<br><b>FEEHAN INSURANCE AGENCY, INC.</b><br>P.O. BOX 870<br>CARMEL, NY 10512-<br>John Barbagallo |  | CONTACT NAME: <b>John Barbagallo</b><br>PHONE (A/C No, Ext): <b>845-278-7070</b><br>E-MAIL ADDRESS:<br>FAX (A/C, No): <b>845-278-2886</b>              |  |
| INSURED<br><b>Mancon, LLC</b><br>261 Mahopac Avenue<br>Yorktown Heights, NY 10598                        |  | INSURER(S) AFFORDING COVERAGE<br>INSURER A : Selective Insurance Company of<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |  |
|  |  | NAIC #<br><b>11074</b>   |  |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                                     | S 2262264     | 03/17/2017              | 03/17/2018              | EACH OCCURRENCE                                 | \$ 1,000,000 |
|          |  |                                     |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)       | \$ 500,000   |
|          |  |                                     |               |                         |                         | MED EXP (Any one person)                        | \$ 15,000    |
|          |  |                                     |               |                         |                         | PERSONAL & ADV INJURY                           | \$ 1,000,000 |
|          |  |                                     |               |                         |                         | GENERAL AGGREGATE                               | \$ 3,000,000 |
|          |  |                                     |               |                         |                         | PRODUCTS - COM/OP AGG                           | \$ 3,000,000 |
|          |  |                                     |               |                         |                         |   | \$           |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |                                     | S 2262264     | 03/17/2017              | 03/17/2018              | COMBINED SINGLE LIMIT (Ea accident)             | \$ 1,000,000 |
|          |  |                                     |               |                         |                         | BODILY INJURY (Per person)                      | \$           |
|          |  |                                     |               |                         |                         | BODILY INJURY (Per accident)                    | \$           |
|          |  |                                     |               |                         |                         | PROPERTY DAMAGE (Per accident)                  | \$           |
|          |  |                                     |               |                         |                         |   | \$           |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTIONS   |                                     |               |                         |                         | EACH OCCURRENCE                                 | \$           |
|          |  |                                     |               |                         |                         | AGGREGATE                                       | \$           |
|          |  |                                     |               |                         |                         |   | \$           |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> N/A | WC 9034981    | 03/17/2017              | 03/17/2018              | <input checked="" type="checkbox"/> PER STATUTE |              |
|          |  |                                     |               |                         |                         | <input type="checkbox"/> OTH-ER                 |              |
|          |  |                                     |               |                         |                         | E.L. EACH ACCIDENT                              | \$ 100,000   |
|          |  |                                     |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                      | \$ 100,000   |
|          |  |                                     |               |                         |                         | E.L. DISEASE - POLICY LIMIT                     | \$ 500,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

NURC001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John Barbagallo*

# Mancon, LLC

Construction and Maintenance

## Letter of Interest

**Date: May 23, 2017**

To Whom It May Concern:

### Place of Business

Our principal place of business is 261 Mahopac Avenue, Yorktown Heights, New York 10598

Phone: 914-494-2045 Fax: 914-519-6025 email: [manconllc@gmail.com](mailto:manconllc@gmail.com)

Contact Person: Michael Nunes Title: Owner

### Qualifications

We are a fully licensed, insured, and bonded construction company who has over 15 years of experience in the trade. All employees are safety trained and we have completed many projects much larger than this in size and dollar value.

### Description of Organization

Limited Liability Company

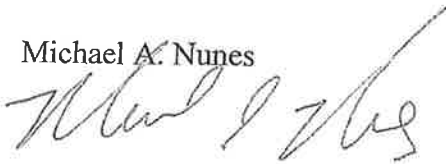
### Principal

Michael Nunes Title: Owner

261 Mahopac Avenue, Yorktown Heights, New York 10598

Phone: 914-494-2045 Fax: 914-519-6025 email: [manconllc@gmail.com](mailto:manconllc@gmail.com)

Michael A. Nunes



261 Mahopac Avenue  
Yorktown Heights, New York 10598  
914-494-2045 914-519-6025 Fax  
[manconllc@gmail.com](mailto:manconllc@gmail.com)

# Mancon, LLC

Construction and Maintenance

## Contact Information

### **Mancon LLC**

261 Mahopac Avenue

Yorktown Heights, New York 10598

Phone: 914-494-2045

Fax: 914-519-6025

manconllc@gmail.com

Contact Person: Michael Nunes

### **Emergency Contact: Michael Nunes**

All calls are forwarded directly to the emergency contact cell phone after hours.

261 Mahopac Avenue  
Yorktown Heights, New York 10598  
914-494-2045 914-519-6025 Fax  
manconllc@gmail.com

FILING RECEIPT

=====

ENTITY NAME: MANCON LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: WEST

=====

FILED: 07/21/2008 DURATION: \*\*\*\*\* CASH#: 080721000335 FILM #: 080721000310

FILER:

-----  
MICHAEL NUNES  
261 MAHOPAC AVENUE

EXIST DATE

-----  
07/21/2008

YORKTOWN HEIGHTS, NY 10598

ADDRESS FOR PROCESS:

-----  
MICHAEL NUNES  
261 MAHOPAC AVE.  
YORKTOWN HEIGHTS, NY 10598

REGISTERED AGENT:

=====

SERVICE COMPANY: \*\* NO SERVICE COMPANY \*\*

SERVICE CODE: 00 \*

FEES            225.00  
-----  
FILING           200.00  
TAX              0.00  
CERT             0.00  
COPIES           0.00  
HANDLING        25.00

PAYMENTS       225.00  
-----  
CASH             0.00  
CHECK            0.00  
CHARGE           0.00  
DRAWDOWN        0.00  
OPAL             225.00  
REFUND           0.00

=====

OPAL557424

DOS-1025 (04/2007)



**Putnam County Consumer Affairs**

110 Old Route 6, Building #3, Carmel, New York 10512  
Phone No. 845-808-1617 EXT 46024

7/25/2016

Dear Michael Nunes,

Enclosed is your Putnam County Home Improvement ID Card and Certificate. Please notify this office of any changes made to your name, address or business information.

**This card and Certificate will expire 7/31/2018.**

If you have any questions, please do not hesitate to call our office.

*Please Remove This Card And Keep It With You On All Putnam County Job Sites*

Linda DiBella  
Consumer Services Assistant/Home Improvement

Michael Nunes  
Mancon, LLC  
261 Mahopac Ave  
Yorktown Heights, NY 10598

**Putnam County New York**  
*Registered Home Improvement Contractor*

Mancon, LLC

Michael A. Nunes  
261 Mahopac Ave  
Yorktown Heights, NY 10598  
(914) 494-2045



PC #  
PC6731

Valid Until  
7/31/2018

110 Old Route 6, Bldg 3, Carmel NY 845-808-1617

**REGISTERED HOME IMPROVEMENT CONTRACTOR  
PUTNAM COUNTY NEW YORK**

**Mancon, LLC**

Mancon, LLC

261 Mahopac Ave Yorktown Heights, NY 10598

is hereby duly registered according to the provisions of Putnam County Code - Chapter 135 - to engage in business as a Home Improvement Contractor within the following specialties:

*Fencing/Railing/Gates    General Carpentry    Landscaping/Grounds/Tree Removal*

Within the County of Putnam, State of New York.

This registration is non-transferable.

Putnam County Registered Home Improvement Contractor Number: **PC6731**

I hereby certify that the foregoing is a true copy.

**PUTNAM COUNTY DEPARTMENT OF CONSUMER AFFAIRS**

110 Old Route 6, Carmel, NY 10512

Date

Monday, July 25, 2016

**This Registration Expires On 7/31/2018**

Attested

Michael Budzinski, PE  
Director





KeyBank  
P.O. Box 93885  
Cleveland, OH 44101-5885

**Business Banking Statement**  
April 30, 2017  
page 1 of 6



27552212

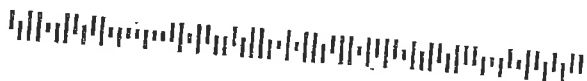


9312 1 AV 0.373 T28 P1 AUTO 13

X 979 00013 R EM T1

MANCON LLC  
261 MAHOPAC AVE  
YORKTOWN HEIGHTS NY 10598-6301

492218979



*Questions or comments?*  
Call our Key Business Resource Center  
1-888-KEY4BIZ (1-888-539-4249)

*Enroll in Online Banking today at Key.com.*  
*Access your available accounts, transfer funds and view your transactions right from your PC.*

Key Business Reward Checking 492218979  
MANCON LLC

|                           |                    |
|---------------------------|--------------------|
| Beginning balance 3-31-17 |                    |
| 2 Additions               | \$33,754.47        |
| 15 Subtractions           | +35,672.99         |
| Ending balance 4-30-17    | -26,894.78         |
|                           | <b>\$42,532.68</b> |

**Additions**

| Deposits               | Date | Serial # | Source                       |                    |
|------------------------|------|----------|------------------------------|--------------------|
|                        | 4-5  |          | Deposit Branch 0455 New York |                    |
|                        | 4-27 |          | Deposit Branch 0979 New York | \$500.00           |
| <b>Total additions</b> |      |          |                              | <b>\$35,172.99</b> |
|                        |      |          |                              | <b>\$35,672.99</b> |

**Subtractions**

*Paper Checks* \* check missing from sequence

| Check | Date | Amount     | Check | Date | Amount   | Check | Date | Amount   |
|-------|------|------------|-------|------|----------|-------|------|----------|
| 33    | 4-10 | \$1,327.31 | 2638  | 4-10 | 630.00   | 2642  | 4-26 | 265.25   |
| 34    | 4-10 | 790.16     | 2639  | 4-18 | 158.00   | 2643  | 4-21 | 938.76   |
| 35    | 4-10 | 795.85     | 2640  | 4-14 | 1,512.09 | 2644  | 4-21 | 795.85   |
| 36    | 4-10 | 6,655.53   | 2641  | 4-14 | 795.85   | *2646 | 4-27 | 2,500.00 |
| 37    | 4-11 | 8,215.98   |       |      |          |       |      |          |

**Paper Checks Paid \$25,380.63**

| Withdrawals               | Date | Serial # | Location                      |                     |
|---------------------------|------|----------|-------------------------------|---------------------|
|                           | 4-10 |          | Direct Withdrawal, Nys Dol Ui | Tax Paymnt \$305.20 |
|                           | 4-10 |          | Direct Withdrawal, Nys Dtf Wt | Tax Paymnt 1,208.95 |
| <b>Total subtractions</b> |      |          |                               | <b>\$26,894.78</b>  |



# Mancon, LLC

Construction and Maintenance

## References

Pasqual Carino

**Con Tech Construction**

28 Lakeview Drive

Yorktown Heights, New York 10598

914-455-3100

[contech03@gmail.com](mailto:contech03@gmail.com)

Demolition of Large Commercial Structure

Edward M. Wade

**Wade T.C.**

PO Box 733

Mount Kisco, New York 10549

914-241-3188

Various Demo and Construction Projects

Karen H. Emmerich, AICP, CPESC

**Lehman & Getz Engineering, P.C.**

17 River Street

Warwick, NY 10990

P: 845.986.7737 F: 845.986.0245

Gazebo Project – Village of Warwick

261 Mahopac Avenue  
Yorktown Heights, New York 10598  
914-494-2045 914-519-6025 Fax  
[manconllc@gmail.com](mailto:manconllc@gmail.com)

APPENDIX C: CONFLICT OF INTEREST STATEMENT

Conflict of Interest Statement

The owner(s), corporate members or employees of MANCON, LLC, shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the Town of Putnam Valley. Each individual shall disclose to the Town of Putnam Valley any personal interest or direct relationship which he or she may have and shall refrain from participation in any decision making in related manners.

Any owner, corporate member or employee of MANCON, LLC who is an officer, board member, a committee member or staff member of a related organization shall identify his or her affiliation with such agency or agencies; further, in connection with any policy committee or board action specifically associated with the Town of Putnam Valley, he/she shall not participate in the decision affecting that entity and the decision must be made and/or ratified by the full board.

At this time, I am a Board member, a committee member, or an employee of the following organizations/companies:

MANCON, LLC  
\_\_\_\_\_  
\_\_\_\_\_

Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:

- 1) A participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party; doing business with the Town of Putnam Valley which has resulted or could result in person benefit to me.
- 2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged in any transaction with the Town of Putnam Valley.

Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have (or have had during the past year) in the persons or organizations having transactions with the Town of Putnam Valley.

NONE  
\_\_\_\_\_  
\_\_\_\_\_

Date: 5/23/17

Signature: [Handwritten Signature]

Printed name: Michael A Nunes

Company Name MANCON, LLC  
Address 261 Mahopac Ave. Yorktown Hts NY 10598  
Telephone 914-494-2045

TO: THE TOWN OF PUTNAM VALLEY

FROM: MANCON LLC

RE: GENERAL MUNICIPAL LAW, SECTIONS 103-A & 103-D

- 1) Upon acceptance of this Proposal for 31 Orchard Rd. Demo, I hereby agree to comply in all respects with the specifications and to supply The equipment, material and/or service as indicated.
- 2) The vendor hereby also agrees to comply with the provisions of Section 103-a and 103-d of the General Municipal Law, a copy of which has been furnished herewith and is annexed hereto.
- 3) NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- A. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor: and
- C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

5/23/17  
date

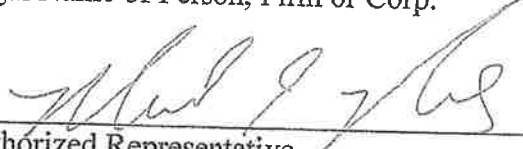
MANCON LLC - Michael Nunes  
Legal Name of Person, Firm or Corp.

P.O. Address of the Bidder:

261 Mahopac Ave.

Yorktown Hts. NY 10598

Telephone: 914-494-2045

  
Authorized Representative

# RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- Letter of Interest
- Certification
- Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
- Evidence of Insurance
- State/County License and or Certification
- Evidence of Financial Stability (most recent financial statements)
- ~~2016 Certificate to do Business with Town of Putnam Valley~~ N/A
- References
- Conflict of Interest Statement & Supporting Documentation
- Description of Company \*
- Capacity of Company \*
- Pricing Proposal \*
- ~~MBE/WBE, Local Hiring, HUD Section 3, if applicable\*~~ N/A
- RFP Submittal Requirements Checklist
- General Municipal Law Sections 103-a & 103-d

**\*THIS INFORMATION IS THE MAIN SUBSTANCE FOR THE SELECTION CRITERIA STATED UNDER THE SECTION A: EVALUATION AND SCORING**

10

June 6, 2017

To: Town Board

From: Sherry Howard

Subject: Authorization

I respectfully request the Putnam Valley Town Board authorize the Supervisor to sign a contract with PayPal-Braintree and Software Consulting Associates to allow our taxpayers to use a credit card or their PayPal account to pay their Town and County taxes. There will be no additional charge to the Town other than the same \$3,300.00 yearly fee we are already paying to Software Consulting Associates for their pay tax by check on line services. PayPal will add a 2.5% fee for their services; but is a consumer directed payment made at the time of the transaction. Again, the Town will incur no additional fees than what we have already agreed to pay for our current services. (see attached)

Thank-you,

Sherry Howard

Town Clerk

## Sherry Howard

---

**From:** Jason Browne <jasonb@sca-corp.com>  
**Sent:** Monday, June 05, 2017 5:37 PM  
**To:** Sherry Howard  
**Subject:** Adding Credit Cards to Online Payments

To Sherry,

Being that you already have ACH Online payments from SCA there would be no additional cost from SCA for adding Credit card or paypal payment options to the online payments.

The Original Charge for the Online payments was \$2500 with annual support being \$1600. Wil waved the first years annual support cost but the \$1600 will be charge along with the tax systems annual support charges in December.

There are additional fees from pay pal for processing Credit cards but to the best of my knowledge these charges will be paid by the homeowner paying their tax bill and NOT the town.

If there are any further questions or concerns about online payments feel free to give me a call anytime.

Jason Browne  
Software Consulting Associates  
Suite 17  
54 Elizabeth Street,  
Red Hook, NY 12571  
845-758-0104

## Sherry Howard

---

**From:** Long, Alafia <alalong@paypal.com>  
**Sent:** Wednesday, May 03, 2017 7:58 PM  
**To:** Sherry Howard  
**Subject:** Alafia with PayPal-Braintree

Hey Sherry,

I am reaching out to recap our conversation regarding processing with PayPal-Braintree.

Per our conversation, by coming on board with PayPal you will be processing cards online at a flat rate of 2.4% + .30 per transaction, resulting in a 2.5% convenience fee that will be customer facing (their responsibility). Our processing platform integrates seamlessly with S.C.A.'s municipal payments platform. The process consists of an online application, an underwriting review, and implementation. I am here to walk you through each step, and make sure the on-boarding process is a smooth one.

Funds will process via our Braintree platform, and the fees will be deducted on a transactional basis, as opposed to a retroactive deduction at the end of the month. The net revenue, or in this case the gross tax payment, will batch out each day and disburse to your bank account usually within 48 hours.

You will have the ability to process keyed-in transactions and credit refunds via our virtual terminal, and all reports and processing data can be pulled from your gateway manager dashboard.

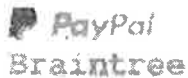
There are no monthly, start-up, statement, batch, PCI compliance, monthly minimum, cross-border, or any other type of external fee associated with PayPal-Braintree, only the processing fee of 2.4% + .30 per transaction.

If you have any questions, concerns, or if I missed anything, please don't hesitate to reach out by phone or email.

Best regards,

Alafia

Alafia Long  
Account Executive N.A. Merchant  
Phone: 480.496.3204  
Business support 888.215.5506  
Fax: 877.606.6381



3000 One Payment Way  
Chandler, AZ 85226  
USA  
[PayPal.com](http://PayPal.com)

[Unsubscribe](#)



6/5/2017

**TOWN OF PUTNAM VALLEY**  
**OFFICE OF BUILDING & ZONING**  
 265 Oscawana Lake Road  
**Daily Fee Report - Summary**

From: 5/1/2017 To: 5/31/2017

| Fee Type                     | Count      | Amount             |
|------------------------------|------------|--------------------|
| ADDITION/ALTERATION          | 2          | \$1,695.00         |
| BEDROOM COUNT REQUEST        | 5          | \$250.00           |
| CW                           | 1          | \$75.00            |
| DECK                         | 1          | \$666.00           |
| DEM/R                        | 1          | \$100.00           |
| ELECTRI APP/NY ELEC          | 7          | \$210.00           |
| ELECTRIC APP/SWIS            | 12         | \$360.00           |
| FENCE/WALL                   | 3          | \$225.00           |
| GAS/PROPANE                  | 6          | \$450.00           |
| GENERATOR PERMIT             | 1          | \$75.00            |
| HVAC                         | 4          | \$375.00           |
| MG                           | 1          | \$200.00           |
| MI                           | 1          | \$75.00            |
| OIL TANK                     | 2          | \$150.00           |
| OPERATING PERMIT             | 1          | \$100.00           |
| PERM                         | 16         | \$9,605.00         |
| PL                           | 10         | \$960.00           |
| RE                           | 3          | \$9,292.00         |
| RU                           | 12         | \$1,975.00         |
| SEARC                        | 19         | \$2,850.00         |
| SI                           | 1          | \$200.00           |
| TREE                         | 1          | \$75.00            |
| WETADM                       | 3          | \$150.00           |
| WETL                         | 3          | \$400.00           |
| WETLAND/PENALTY              | 1          | \$200.00           |
| WT/S                         | 4          | \$400.00           |
| <b>Total Fees Collected:</b> | <b>121</b> | <b>\$31,113.00</b> |
| <b>Cash</b>                  | <b>9</b>   | <b>\$1,156.00</b>  |
| <b>Check</b>                 | <b>112</b> | <b>\$29,957.00</b> |

SEE REVERSE

**RESOLUTION**

RESOLVED, to include in the Town's Government Channel Usage Policy, the following addition: In all cases, The Putnam Valley Town Board will always be the final arbiter for inclusion or exclusion of any material to be broadcast over our Government Channels.



# PUTNAM VALLEY PARKS AND RECREATION

265 Oscawana Lake Road  
Putnam Valley, NY 10579

| PUTNAM VALLEY DAY CAMP STAFF - 2017 |                   |              |
|-------------------------------------|-------------------|--------------|
| Senior Counselor                    | Rebeka Kashkin    | \$2660.00    |
| Senior Counselor                    | Aristan Garandean | \$2660.00    |
| Junior Counselor                    | Thomas Damico     | \$2322.00    |
| Substitute Specialist               | Aristan Garandean | \$10.00 hour |
|                                     |                   |              |
|                                     |                   |              |

*(continued on next page)*



# Putnam Valley Parks and Recreation

265 Oscawana Lake Road  
Putnam Valley, NY 10579

To: Town Board Members  
From: Lisa Kroohs-Putnam Valley Parks and Recreation  
Date: 6/9/17  
Re: Vickie McDonald-Teen Travel Coordinator

I apologize, when submitting the original Town Board memo, Vickie McDonald's rate of pay was incorrect. Please see below for the correct hourly rate for Vickie McDonald.

| PUTNAM VALLEY DAY CAMP STAFF – 2017 |                 |             |
|-------------------------------------|-----------------|-------------|
| Teen Travel Coordinator             | Vickie McDonald | \$18.50 hr. |

To: Town Board  
From: Frank DiMarco, Parks and Recreation  
Subject: Personnel  
Date: May 16, 2017

Please approve the following additions/changes to personnel.

1. Michael Benvenuti, Day camp lifeguard (seasonal) @ \$12.50 hr.
2. Desiree Turtenwald, Day camp lifeguard (seasonal) @ \$14.50 hr. as Water Safety Instructor.

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To: Town Board  
From: Frank DiMarco, Parks and Recreation  
Subject: Refunds  
Date: May 23, 2017

Maureen Hendershot  
153 Oscawana Lake Road  
Putnam Valley, NY 10579

\$50.00  
Refund for Pavilion kitchen rental  
Oven not working, no kitchen use.

Miguel Soto  
30 Sassinoro Drive  
Putnam Valley, NY 10579

\$100.00  
Refund PV Children's Center  
not attending June

Andre Lafleur  
670 Sprout Brook Road  
Putnam Valley, NY 10579

\$150.00  
Refund for Men's Summer Basketball  
League was cancelled.



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## Town of Putnam Valley

**To:** Putnam Valley Town Board  
**From:** Susan L. Manno  
**Date:** June 16, 2017  
**Subject:** Authorize Supervisor to Sign Broker Service Agreement

*SLM*

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the Broker Service Agreement with the Spain Agency. The fee for these services is \$653.00. The Spain Agency processes all claims submitted for the Putnam Valley Volunteer Ambulance Corps Workers' Compensation Policy. The policy is with The New York State Insurance Fund.

## BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective July 1, 2016 (the "Effective Date"), is made by and between **PUTNAM VALLEY VOLUNTEER AMBULANE CORPS., INC.** ("Company"), and the Mahopac office of **BROWN & BROWN OF NEW YORK, INC. D/B/A SPAIN AGENCY** ("Broker").

### Background

Company wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Company, Broker will provide services to the Company as an insurance broker. Company acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Company expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

**Nothing in this Agreement shall be construed to impose any obligations on Broker or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated in Schedule A.**

4. **Company Responsibilities.** In consideration of the Services provided by Broker, Company agrees as follows:

(a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) Company shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Company shall carefully read each insurance policy issued to Company in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Company is responsible for recommending any changes to insurance policies issued to Company.

(c) Company shall timely pay all premiums and fees.

(d) Company shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event Company intends to allow competing agents or brokers to solicit or market insurance to Company.

5. **Compensation.** In consideration of the Services, Company shall compensate Broker as set forth in Schedule B (the "Broker Services Fee"). With regard to the Broker Services Fee, Company and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company for the Lines of Insurance.**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement, and will not be credited against the



balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Company.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Company's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(d) If Company chooses to finance its premiums, Broker may assist Company in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Company from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Company upon request.

(g) Company acknowledges and agrees that the Broker Services Fee is reasonable in

relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and Company agree to hold in confidence Confidential Information (defined below). Company acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or Company become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of New York if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Company's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Company's participation in any fraud; or (iii) Company's material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company:

Putnam Valley Volunteer Ambulance Corps., Inc.  
265 Oscawana Lake Road  
Putnam Valley, New York 10579  
Attn: Sue Manno  
Email: [SManno@putnamvalley.com](mailto:SManno@putnamvalley.com)

Putnam Valley Volunteer Ambulance Corps., Inc.  
Brown & Brown of New York, Inc. d/b/a Spain Agency  
Broker Services Agreement effective July 1, 2017

If to Broker:

Brown & Brown of New York, Inc.  
d/b/a Spain Agency  
625 Route 6  
Mahopac, New York 10541  
Attn: Brian Miles  
Email: [bmiles@spainins.com](mailto:bmiles@spainins.com)

With a copy to:

Brown & Brown, Inc.  
220 Ridgewood Ave  
Daytona Beach, FL 32114  
Attn: Robert Lloyd, General Counsel  
Email: [rlloyd@bbins.com](mailto:rlloyd@bbins.com)

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **New York Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Putnam County, New York.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments

referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified

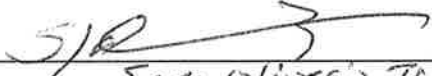
except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Broker by their respective duly authorized representatives.

**[Remainder of page intentionally left blank – Signature page follows.]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COMPANY:**

**Putnam Valley Volunteer Ambulance Corps., Inc.**  
a New York not-for-profit corporation

By:   
Name: Sam Oliverio Jr.  
Title: Supervisor

**BROKER:**

**Brown & Brown of New York, Inc.**  
**d/b/a Spain Agency**  
a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE A

### **BROKER SERVICES**

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: Workers' Compensation.

**The Services are as follows:**

- Evaluate Company's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with Company to review Company's risk management program.
- Review and analyze Company's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve Company's insurance program.
- Analyze current insurance market conditions and advise Company of significant implications for Company's insurance program.
- Facilitate, market, and procure quotations from carriers; review and analyze quotations and provide proposals for review by Company.
- Secure and bind all coverage accepted by Company.
- Coordinate loss prevention services provided by any insurance company with those services provided by Broker.
- Analyze past and current claim and loss history information and advise Company of significant implications for Company's insurance program.

## SCHEDULE B

### COMPENSATION

#### **Broker Services Fee:**

In consideration of the Services, Company shall compensate Broker **in the amount of SIX HUNDRED FIFTY-THREE DOLLARS AND 00/100 (\$653.00)** (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable upon Company's execution and delivery of this Agreement. The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company for the Lines of Insurance.

#### **Insurer Commissions:**

Broker agrees that it will not receive any commission for the placement of Company's insurance business pursuant to this Agreement. If Broker receives any such commission payments from an insurer in error or otherwise, Broker agrees to refund the Broker Service Fees in the amount of such commission payment, credit the commission against the Broker Services Fee or take such other action, if any, as shall in all cases comply with applicable law.