December 7, 2017

To: Town Board

From: Sherry Howard

Subject: Approval of minutes

I respectfully request the Putnam Valley Town Board authorize the Supervisor to accept the Town Board minutes from November 15, 2017.

Thank-you,

Sherry Howard

Town Clerk

(8)

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 Hudson Valley Home Builder, Inc. 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 V	alley NY , 2017		
		×	
MOVED BY:			
SECONDED BY:	-	* 7	
AYES:			
NAYS:			

VAN DEWATER AND VAN DEWATER, LLP

COUNSELORS AT LAW

85 CIVIC CENTER PLAZA, SUITE 101

John B. Van DeWater (1892-1968) Robert B. Van DeWater (1921-1990) James E. Nelson Gerard J. Comatos, Jr. Ronald C. Blass, Jr. Kyle W. Barnett Daniel F. Thomas, III

P.O. BOX 112 POUGHKEEPSIE, NEW YORK 12601 (845) 452-5900 Noel deCordova, Jr. (1929-2013) Edward vK Cunningham, Jr. (Retired) John K. Gifford Jeffrey S. Battistoni Janis M. Gomez Anderson Counsel

Rebecca S. Mensch

Danielle E. Strauch Erin L. O'Dea WEBSITE ADDRESS: www.vandewaterlaw.com

Fax (845) 452-5848

GENERAL E-MAIL ADDRESS: info@yandewaterlaw.com

November 27, 2017

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

RE:

Hudson Valley Home Builder, Inc. v. Town of Putnam Valley

Assessment Rolls: 2017

Dear Supervisor Oliviero and Town Board Members:

I am pleased to advise you that we have reached a tentative settlement of the tax certiorari proceeding involving Hudson Valley Home Builder, Inc.

A copy of the proposed Consent Judgment is attached for your ready reference.

Enclosed for your consideration is a Resolution which, if adopted, will authorize the settlement of this matter.

By copy of this letter to Sherry Howard, Town Clerk, I request that she advise me of the action of the Town Board when it is considered. If there are any further questions, please feel free to contact me.

NOV 30 2017

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 , 2017

PRESENT:

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

Justice.

In the Matter of the Application of

HUDSON VALLEY HOME BUILDER, INC.

CONSENT JUDGMENT

Petitioner,

- against -

Index No.:

500592/17

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

Respondents.

Tax Map Id. No.:

84.-1-10.21

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

4 Brookfalls Ct.

The above petitioner having heretofore served and filed Petitions and Notices to review the tax assessments fixed by the Town of Putnam Valley, for the assessment year 2017 upon certain real property located in the Town of Putnam Valley, New York, and designated as: Section 84., Block 1, Lot 10.21 on the Official Assessment Map of the Town of Putnam Valley, and

The issues of these proceedings having duly come on for trial at an IAS

Term of the Court, and the petitioner having appeared by JOSEPH ALBERT, ESQ.,

and the respondents having appeared by KYLE W. BARNETT, ESQ., Special

Joseph Albert, Esq.
Formerly
Albert & Albert
Lawyers

The Office Mansion 100 White Plains Road Tarrytown, N.Y. 10591 (914) 332-6666 Fax: (914) 332-0806 erroneous assessments in excess of what the taxes would have been had the assessments been determined by this Order,

ORDERED, that there shall be audited, allowed and paid to the petitioner by the PUTNAM VALLEY CENTRAL SCHOOL DISTRICT for Tax Map No.: Section 84., Block 1, Lot 10.21 the amount of School taxes, and Library taxes if applicable, paid by the petitioner as taxes against the said erroneous assessments in the excess of what the taxes would have been had the said assessments made in the aforesaid years been determined by this Order,

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the TOWN OF PUTNAM VALLEY and/or any of the various additional taxing authorities named herein, be made by check or draft payable to the order of JOSEPH ALBERT, ESQ., as attorney for the petitioner, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of the Court in regard to his attorney's lien, pursuant to Judiciary Law Section 475, and it is further

ORDERED AND DIRECTED, that with respect to Town, County and School District tax refunds, unless paid within sixty (60) days from service of this Order and of the Audit and Demand for payment all tax refunds are to be made with statutory interest from the date the taxes indicated herein were paid, pursuant to Section 726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or

Joseph Albert, Esq.
Formerly
Albert & Albert
Lawyers

The Office Mansion 100 White Plains Road Tarrytown, N.Y. 10591 (914) 332-6666 Fax: (914) 332-0806

allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

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

SIGNING AND ENTRY OF THE WITHIN ORDER IS HEREBY CONSENTED TO:

KYLE W. BARNETT, ESQ

Special Counsel to the Town of Putnam Valley Van DeWater & Van DeWater, LLP 85 Civic Center Plaza, PO Box 112 Poughkeepsie, New York 12602 (845) 452-5900

JOSEPH F. ALBERT, ESQ.

Attorney for Petitioner 100 White Plains Road Tarrytown, New York 10591 (914) 332-6666

seph Albert, Esq. Formerly Albert & Albert Lawyers

Office Mansion Vhite Plains Road town, N.Y. 10591 14) 332-6666 (914) 332-0806

TOWN OF PUTNAM VALLEY OFFICE OF BUILDING & ZONING

265 Oscawana Lake Road

Daily Fee Report - Summary

From:

11/1/2017

To: 11/30/2017

Fee Type	Count	Amount
ADDITION/ALTERATION	1	\$528.00
BEDROOM COUNT REQUEST	1	\$50.00
CW	4	\$300.00
DECK	1	\$75.00
ELECTRI APP/NY ELEC	6	\$180.00
ELECTRIC APP/SWIS	11	\$330.00
GAS/PROPANE	3	\$225.00
GENERATOR PERMIT	3	\$225.00
HVAC	2	\$150.00
MG	1	\$200.00
Mi	2	\$150.00
OIL TANK	3	\$375.00
PERM	17	\$10,446.00
PL	4	\$330.00
RE	1	\$75.00
RHCS	1	\$250.00
SEARC	17	\$2,550.00
SI	1	\$200.00
TREE	1	\$75.00
WELL	* 1	\$75.00
WETADM	1 *	\$50.00
WETL	1	\$100.00
WT/S	3	\$300.00
Total Fees Collected:	86	\$17,239.00
Cash	6	\$883.00
Check	80	\$16,356.00

see reverse side

RICHARD QUAGLIETTA Code Enforcement Officer

PATRICIA A. SMITH Deputy Zoning Inspector

DOREEN C. PIACENTE Sr. Clerk to the Building Dept

NICOLE PRONTELLI Clerk to the Building Dept.





TOWN HALL

265 Oscawana Lake Road Putnam Valley, New York 10579

Tel: 845 526-2377 Fax: 845 526-8806

TOWN OF PUTNAM VALLEY **BUILDING & ZONING DEPARTMENT**

November 30, 2017

Memorandum to: Supervisor and Town Board

From: Richard Quaglietta Ke

Re: Copier Leases

Attached is the lease prices for the two copiers to be used with the laserfiche program recently installed in the Building Department's computer system. This was budgeted in the 2017 budget as well as the 2018 budget.

Rich Quaglietta

From:

Randy Neubauer < rneubauer@avpbusiness.com>

Sent:

Wednesday, September 06, 2017 2:45 PM

Toc

Rich Quaglietta

Subject:

Canon lease quotes

Attachments:

Canon-color-PLAN-Printer-SCANNER-Randy.pdf; Canon-color-11x17-mfp-Randy.pdf;

Copy of Copy of State of NY End User Pricing April 2017.pdf; Copy of Copy of State of

NY End User Pricing April 2017 - ipf780.pdf

Hello Rich,

Thank you for asking for prices for Canon Office machines from us; we have provided Town Hall and Recreation Offices for years and can't certainly help you too.

Please find the attached proposals for the Canon you requested which are covered under the New York State Printer Contract PT66600

For the Canon iPF780 Scanner – Printer – Copier for plans and 18 x 24 or 24 x 36 or 30 x 42 or 46 x 48 size sheets

To lease:

63 FAIR MARKET VALUE LEASE WITH \$0 DOWN, FOR DIGITAL AND COLOR EQUIPMENT, PLUS TAX, IF ANY, ADMIN FEE OF \$65., AND SERVICE

\$141.86 per month plus tax and service or

\$227.79 per month plus tax and service INCLUDING the five years of service

For a Canon iRC 3325i - Scanner - Printer - Copier for Letter/Legal and Ledger (11 x 17)

63 FAIR MARKET VALUE LEASE WITH \$0 DOWN, FOR DIGITAL AND COLOR EQUIPMENT, PLUS TAX, IF ANY, ADMIN FEE OF \$65., AND SERVICE

\$79.77 per month plus usage as described below

NYS Contract - Per Click Contract - No minimum ALL INCLUSIVE (except paper)

\$.0514 per copy/print color letter size,

\$.0087 black letter size,

All inclusive, includes unlimited service, parts and labor during normal working hours - 9-4:30pm Mon-Fri. Includes All Toners and Drums. Toner included is based on the Manufacturers coverage and yield. Toner will be per the stated toner yield in Canon Service Guide for the Model involved. Additional toner required will be charged at NYC Contract rates. Large copies copies will be charged double the stated rate.

Page 2 of the Copy of Copy of State of NY End User Pricing April 2017 shows the pricing approved by NYS for the C3325i.

Page 30 of 42 of the Copy of Copy of State of NY End User Pricing April 2017 – iPF780MFP shows the pricing approved by NYS for the Canon iPF780 MFP.

Thank you,

Randy Neubauer John W. Neubauer Audio Visual Products, Inc. DBA AVP Business Products 845-878-4240

RICHARD QUAGLIETTA Code Enforcement Officer

PATRICIA A. SMITH Deputy Zoning Inspector

DOREEN C. PIACENTE Sr. Clerk to the Building Dept

NICOLE PRONTELLI Clerk to the Building Dept.



TOWN OF PUTNAM VALLEY **BUILDING & ZONING DEPARTMENT**

TOWN HALL

265 Oscawana Lake Road Putnam Valley, New York 10579

Tel: 845 526-2377 Fax: 845 526-8806

November 30, 2017

Memorandum to: Supervisor and Town Board

From: Richard Quaglietta KE Code Enforcement Officer

Re: Copier Leases

Attached is the lease prices for the two copiers to be used with the laserfiche program recently installed in the Building Department's computer system. This was budgeted in the 2017 budget as well as the 2018 budget.

Lease Agreement

Lessee: Town of Putnam Valley 265 Oscawanna Lake Road Putnam Valley, NY 10579

Equipment:

(one) 8967B005AD - Canon iPF780 MFP M40 - Complete working system with Copier/Scanner/Printer with 1 roll for 36" paper, M40 Scanner, Scanner stand, PC computer and Touchscreen. serial number:

Includes: 63 months of service for the above system, excluding the touch screen monitor after the 1 year warranty. All Service, travel, parts and labor are included in this agreement.

Excludes: shipping costs of (supply Items) inks, paper, maintenance cartridges, print heads and service related to problems outside of the system. Excludes damage from water, fire, neglect, electrical surge/brown out and other damages outside normal wear and tear. Supplies must be purchased from AVP at or below NYS Contract Price to assure quality.

TERMS AND CONDITIONS

 AGREEMENT: Customer leases from AVP all the equipment and software described above (the "Equipment"). Customer agrees to pay the payments specified under Number and Amount of payments" above and such other amounts permitted hereunder as invoiced by AVP ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to AVP of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to AVP written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to AVP, except as described in the agreement prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer (a) shall pay a \$55 documentation fee and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon AVP or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall

Equipment, the Payments of the Customer's Particular Special Payments of the Customer special Payments of the Customer's legal name (as set forth in its constituent documents), is as set forth herein. Customer will not change its legal name, location of its chief executive office or corporate structure (including its jurisdiction of organization) without 30 days' prior written notice to AVP. Upon request, Customer will deliver state-certified constituent documents to AVP.

request, Customer will deliver state-certified constituent documents to AVP.

3. WARRANTIES: CUSTOMER ACKNOWLEDGES THAT AVP IS NOT A MANUFACTURER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS iS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. AVP shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and AVP assigns such warranties, if any, to Customer. Customer warrants that the equipment will not be used for personal, family or household purposes.

4. MAINTENANCE; ALTERATIONS; LOSS: Service and supplies are not part of this agreement. Effective upon delivery to Customer clustomer shall (a) bear the entire risk of any loss, theft of, or

4. MAIN LENANCE; ALTERATIONS; LOSS: Service and supplies are not part of this agreement. Effective upon delivery to Customer, stail (a) bear the entire risk of any loss, theft of, or damage to the Equipment, and (b) keep the Equipment insured with AVP as Loss Payee. If Customer fails to provide proof of insurance, AVP may insure the Equipment and charge Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.

Lessor:

John W. Neubauer Audio Visual Products, Inc., **DBA AVP Business Products (AVP)** 2717 Route 22 Patterson, NY 12563

Agreement Type: 63 month FMV Lease Monthly Minimum Payment: \$ 227.79

Term: 63 months from the date of installation (service and/or usage price covers all service, labor, travel, parts except supplies and electricity costs). Service provided within 24 hours maximum from time of initial contact to and confirmed by AVP - weekdays, 9am - 4pm (except holidays).

5. DEFAULT: If Customer fails to pay AVP, AVP will have the right to exercise any one or all of the following remedies in any order(a) sue customer for an past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. AVP (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for AVP's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

reasonable.

6. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. AVP may pledge or assign this Agreement. Customer agrees that if AVP assigns this Agreement, the new owner will have the same rights and benefits that AVP has now and will not have to perform any of AVP's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have gated the control of the control

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7. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. At the end of any term, the Purchase Option is Fair Market Value (price determined by John W. Neubauer Audio Vaual Products, Inc. (no more than 20% of the original purchase price). (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus maintenance Costs. Equipment purchases shall not be permitted if a default is confinuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

8. RENEWAL; RETURN: This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give AVP 60 days prior written notice of its intent to

on a month to month basis if Customer fails to give AVP out days prior written reduced in the purchases.

9. MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW. ANY ACTION BETWEEN CUSTOMER AND AVP SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF PUTNAM OR WESTCHESTER, NEW YORK, PROVIDED THAT AVP AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND AVP EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. AVP may accept a facsimile copy of this Agreement and acceptance certificate as an original. Customer agrees to reimburse AVP for and to defend AVP against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. AVP may insert missing or correct other information, otherwise this Agreement embodies the entire agreement.

agreement. AVP may insert missing of context such internations of continuation statements and entire agreement.

10. UCC: Customer authorizes AVP to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT AVP IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF LEASE AND CUSTOMER IRREVOCABLY WAIVES AND CUSTOMER I NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants AVP a

security interest in the Equipment.

Town of Putnam Valley Authorized Signature for Lease Terms

Printed Name:	
Signature:	Date:
Address:	
Tax ID #	
Accepted by John W. Neubauer Audio Visual Products, Inc John Neubauer	
Printed Name:	Date:

Acceptance Certificate: To John W. Neubauer Audio Visual Products, Inc.

Town of Putnam Valley certifies that the equipment referred to in the above has been received, installation has been completed, the equipment has been inspected and is in good working order, and is, in all respects, satisfactory to Town of Putnam Valley, and Town of Putnam Valley authorizes billing as per the agreement.

Signature	Printed Name	

Lease Agreement

Lessee: Town of Putnam Valley 265 Oscawanna Lake Road Putnam Valley, NY 10579

Equipment:

(one) 8478b004aa - Canon iRC 3325i - Complete working freestanding system Copier/Scanner/Printer with 2 drawers of 550 sheet of paper per drawer and a cabinet.

serial number:

Includes: 63 months of service for the above system. All Service, travel, parts and labor are included in this agreement. ALL INCLUSIVE (except paper) \$.0514 per copy/print color letter size, \$.0087 black letter size.

Excludes: Shipping costs of sending supplies. Excludes damage from water, fire, neglect, electrical surge/brown out and other damages outside normal wear and tear. Supplies must be purchased from AVP at or below NYS Contract Price to assure quality.

TERMS AND CONDITIONS

1. AGREEMENT: Customer leases from AVP all the equipment and software described above (the "Equipment"). Customer agrees to pay the payments specified under Number and Amount of payments" above and such other amounts permitted hereunder as invoiced by AVP ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to AVP of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to AVP written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to AVP, except as described in the agreement prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions.
Customer (a) shall pay a \$55 documentation fee and (b) agrees to pay any applicable taxes (including
personal property tax), expenses, charges and fees imposed upon AVP or Customer with respect to the
Equipment, the Payments or the Customer's performance or non-performance hereunder and shall
reimburse AVP for the same plus processing fees (collectively, "Costs").

2. NAME; OFFICES: Customer's legal name (as set forth in its constituent documents), is as set forth
herein. Customer will not change its legal name, location of its chief executive office or corporate
structure (including its jurisdiction of organization) without 30 days' prior written notice to AVP. Upon
request, Customer will deliver state-certified constituent documents to AVP.

3. WARRANTIES: CUSTOMER ACKNOWLEDGES THAT AVP IS NOT A MANUFACTURER. OR

request, Customer will deliver state-certified constituent documents to AVP.

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Lessor:

John W. Neubauer Audio Visual Products, Inc., **DBA AVP Business Products (AVP)** 2717 Route 22 Patterson, NY 12563

Agreement Type: 63 month FMV Lease Monthly Minimum Payment: \$ 79.77

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5. DEFAULT: If Customer fails to pay AVP, AVP will have the right to exercise any one or all of the following remedies in any order(a) sue customer for an past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. AVP (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for AVP's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

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Town of Putnam Valley Authorized Signature for Lease Terms

Printed Name:		
Signature:	Date:	-
Address:		
Tax ID #		
Accepted by John W. Neubauer Audio Visual Products, Inc John Neubauer		
Printed Name:	Date:	_

Acceptance Certificate: To John W. Neubauer Audio Visual Products, Inc.

Town of Putnam Valley certifies that the equipment referred to in the above has been received, installation has been completed, the equipment has been inspected and is in good working order. and is, in all respects, satisfactory to Town of Putnam Valley, and Town of Putnam Valley authorizes billing as per the agreement.

Signature	Printed Name
Signature	

Lawrence Cobb

Highway Superintendent

Joseph K. Hertelendy

General Foreman

Margaret Bradley

Senior Typist

Joann Carroll

Part-time Clerk

265 Oscawana Lake Road Putnam Valley, NY 10579

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

E-mail address:

LCOBB@PUTNAMVALLEY.COM

Hours of operation:

7:00 AM - 3:30 PM Monday - Friday

Town of Putnam Valley Highway Department

MEMORANDUM

TO:

Sam Oliverio

Members of the Town Board

FROM:

Larry Cobb

RE:

Snowplow riders

DATE:

December 11, 2017

Please appoint the following as snow plow riders for the 2017-2018 season at \$11.44 per hour with no benefits or overtime.

Joseph Hertelendy Jr.

Larry Cobb Jr.

Mark Backus

David Anderson III

Zack Brown

Tyler Jones George Glatz

Brian Keeler

Andre Hohlock

Jason Cobb

Nicholas Mignano

Bill Catrini

Thomas Fejes

Brian Scharff

Jeffrey Lutz

Ryan Patterson

Cole Patterson

Sincerely, Larry Cobb Lawrence Cobb

Highway Superintendent

Joseph K. Hertelendy

General Foreman

Margaret Bradley

Senior Typist

Catherine Cobb

Part-time Clerk



265 Oscawana Lake Road Putnam Valley, NY 10579

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

E-mail address:

LCOBB@PUTNAMVALLEY.COM

Hours of operation:

7:00 AM - 3:30 PM Monday - Friday

Town of Putnam Valley Highway Department

MEMORANDUM

TO:

Samuel Oliverio

Members of the Town Board

FROM:

Larry Cobb

RE:

Material Bids results

DATE:

December 20, 2017

After reviewing the bid results for materials for the year 2018, please accept the following Recommendations:

(del) = delivered

(FOB) = freight on board or picked up (t) = ton

(y) = yard

(gal) = gallon

Blacktop

Type 1 base coat:

low bid Thalle Ind. \$67.00t FOB, 2nd low bid Tilcon \$68.00t FOB

Type 3 binder:

low bidThalle Ind. \$67.00t FOB, 2nd low bid Tilcon \$69.00t FOB

Type 5 shim:

low bid Tilcon \$80.00t FOB, 2nd low bid Peckham Materials \$84.50t FOB

Type 6f2 Top:

low bid Thalle Ind. \$67.00t FOB 2nd bid Tilcon \$70.00t FOB

Hot Mix Asphalt:

Low bid Thalle Ind. \$67.00t FOB & Peckham Materials \$74.00t FOB.

Cold Patch

Low bid Package Pavement \$119.00t del and \$105.00t FOB

No 2nd bid.

Curb Mix:

low bid Peckham \$85.50t FOB. No 2nd bid.

Laid in Place:

low bid Clove Excavators \$90.50t with tac coat, \$87.50t without tac coat

2nd low bid Kect Const. \$92.50t with tac coat, \$90.00t without tac coat

Item 4 by the ton

1" minus low bid T

low bid Thalle Ind. \$20.00 del & Tilcon \$12.00t FOB 2nd low bid Tilcon \$20.25t del & Thalle \$14.00t FOB

2" minus

low bid Thalle \$20.00t del & Putnam Materials & Wingdale \$12.60t FOB.

2nd low bid Putnam Mat. \$21.10t del & Tilcon \$13.00t FOB

Bank Run/Top Soil/Sand

Bank Run per yard

low bid Harold Lyons & Sons \$33.50y Del, Red Wing \$24.00y FOB

2nd low bid Red Wing \$33.75 del.

Bank Run per Ton

low bid Red Wing \$26.25 t del & \$18.00 t FOB

No other bids

Top Soil per yard

low bid Red Wing \$41.75y del & Red Wing \$30.00y FOB

No 2nd bid

Top Soil per Ton

low bid Red Wing \$33.25 t del, & \$25.00 t FOB

No other bids

Washed Concrete Sand

By the yard

N bids

Washed Concrete Sand

By the ton

low bid Tilcon 19.25t del, Tilcon \$11.00t FOB

2nd low bid Thalle \$19.500t del & \$13.50t FOB

Beach Sand - yard

low bid Red Wing \$37.50 del and \$27.60 FOB

No 2nd bids

Beach Sand

By the ton

low bid Red Wing \$31.25t del and \$23.00 t FOB

2nd bid Thalle \$40.00t del. No FOB bids.

Pipe N-12 plastic by the foot

12 inch low bid Chemung, E.S.P. & Carmel Winwater \$5.33 del & FOB

15 inch low bid Chemung, E.S.P. & Carmel Winwater \$7.11 del & FOB

18 inch low bid Chemung, E.S.P. & Carmel Winwater \$10.29 del & FOB

24 inch low bid Chemung, E.S.P. & Carmel Winwater \$16.17 del & FOB

30 inch low bid Chemung, E.S.P. & Carmel Winwater \$26.27del & FOB

36 inch low bid Chemung, E.S.P. & Carmel Winwater \$33.36del & FOB

Round Pipe by the foot

low bid Chemung \$9.00 del & FOB 12" 16 guage No 2^{nd bid} 1 low bid Chemung \$11.00 del & FOB 15" 16 guage No 2nd bid low bid Chemung \$14.00 del & FOB 18" 16 guage No 2nd bid 21" 16 guage low bid Chemung \$16.00 del & FOB No 2nd bid low bid Chemung \$27.00del & FOB 30" 14 guage No 2^{nd bid} low bid Chemung \$33.00 del & FOB 36" 14 guage No 2^{nd bid} low bid Chemung \$52.00 del & FOB 42" 12 guage No 2^{nd bid} low bid Chemung \$60.00 del & FOB 48" 12 guage No 2nd bid

Arched pipe by the foot

9x14	16 guage	low bid Chemung \$10.00 del & FOB No 2 nd low bid
13 x17	16 guage	low bid Chemung \$12.00 del & FOB No 2 nd low bid
15x21	16 guage	low bid Chemung \$15.00 del & FOB No2 nd low bid
18x24	16 guage	low bid Chemung \$17.00 del & FOB No 2 nd low bid
20x28	16 guage	low bid_Chemung \$19.00 del & FOB No 2 nd low bid
23x35	14 guage	low bid Chemung \$29.00 del & FOB No 2 nd low bid
29x42	14 guage	Iow bid Chemung \$36.00 del & FOB No 2 nd low bid
33x49	12 guage	low bid Chemung \$56.00 del & FOB No 2 nd low bid
38x57	12 guage	low bid Chemung \$64.00 del & FOB No 2 nd low bid
6" coil	pipe,perforated	low bid Chemung, E.S.P. & Carmel Winwater \$1.21 del & FOB by the foot
8" coil	pipe perforated	low bid Chemung \$1.21 del & Fob 2 nd low bid Carmel Winwater & E.S.P. \$2.92 ft del And FOB

Crushed Trap Rock By the ton

Light Stone	low bid Thalle \$27.00t del, & Tilcon \$20.00t FOB 2 nd low bid Tilcon \$28.25t del, & Putnam Materials & Wingdale \$20.50t FOB
1/4"	low bid Thalle \$26.00t del, & Thalle & Tilcon \$20.00t FOB 2 nd low bid Tilcon \$28.25t del, & Wingdale \$22.00t FOB
1/2"	low bid Thalle \$26.00t del, & Wingdale \$19.50t FOB 2 nd low bid Thalle \$18.25 del & Thalle & Tilcon \$20.00t FOB
3/4"	low bid Tilcon \$25.25t del, & Tilcon \$17.00 FOB 2 nd low bid Thalle & Putnam Materials \$26.00t del & Putnam materials & Wingdale \$17.50t FOB
3/8"	low bid Thalle & Putnam materials \$26.00tdel & Putnam mat. \$17.50 FOB 2 nd low bid Tilcon \$28.25t del & Wingdale \$19.50t FOB
1"	low bid Tilcon \$25.25t del, & Tilcon \$17.00 FOB 2 nd low bid Thalle \$26.00 del & Thalle \$20.00t FOB
1 1/4"	low bid Thalle \$26.00t del & Tilcon \$18.00t FOB 2 nd low bid Tilcon \$26.25 del & Thalle \$20.00 FOB
1 ½"	low bid Thalle & Putnam Materials \$26.00t del & Putnam Materials & Wingdale\$17.50 tFOB 2nd bid Tilcon \$26.25 del \$18.00 FOB
1 3/4"	low bid Thalle \$26.00 del & \$20.00 FOB no second bid
2"	low bid Thalle \$26.00 del & \$20.00 FOB no 2 nd bid
2 ½"	low bid Thalle \$26.00 del, & Wingdale \$19.50 FOB 2 nd low bid Tilcon \$28.25 del & Thalle & Tilcon \$20.00 FOB.
3" – 4"	low bid Thalle \$26.00 del, & Thalle & Tilcon \$20.00 FOB 2 nd low bid Tilcon \$28.25 del no 2 nd bid on FOB

Catch Basins

30x30x35	low bid E.S.P. \$249.00 del & FOB 2 nd low bid Chemung \$285.00 del & FOB
30x30x36	low bid Carnel Winwater \$225.00 del & FOB 2 nd low bid E.S.P. \$249.00 del & FOB
30x48x48	low bid Carmel Winwater \$246.00 del & FOB 2 nd low bid E.S.P. \$295.00 del & FOB
30x48x36	low bid Carmel Winwater \$195.00 del & FOB 2 nd low bid E.S.P. \$275.00 del & FOB
24x24x24	low bid Carmel Winwater \$165.00 del & FOB 2 nd low bid E.S.P. \$195.00 del & FOB
24x24x36	low bid Carmel Winwater \$195.00 del & FOB 2 nd low bid E.S.P. \$225.00 del & FOB
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Frames & Grates	
30x30x35	low bid E.S.P. \$190.00 del & FOB 2 nd low bid Chemung \$220.00 del & FOB
30x30x36	low bid E.S.P. \$190.00 del & FOB 2 nd low bid Chemung \$220.00 del & FOB
30x48x48	low bid E.S.P. \$390.00 del & FOB 2 nd low bid Chemung \$410.00 del & FOB
30x48x36	low bid E.S.P. \$390.00 del & FOB 2 nd low bid Chemung \$410.00 del & FOB
24x24x24	low bid E.S.P. \$154.00 del & FOB 2 nd low bid Chemung \$160.00 del & FOB
24x24x36	low bid E.S.P. \$154.00 del & FOB 2 nd low bid Chemung \$160.00 del & FOB

SOLID LIDS

Low Bid E.S.P. \$219.00 del & FOB 30x30x35

2nd low bid Carmel Winwater \$262.00 del & FOB

Low Bid E.S.P. \$219.00 del & FOB 30x30x36

2nd low bid Carmel Winwater \$262.00 del & FOB

30x48x48 no bids

30x48x36 no bids

24x24x24 Low bid E.S.P. \$158.00 del & FOB

2nd low bid Carmel Winwater \$195.00 del & FOB

Low bid E.S.P. \$158.00 del & FOB 24x24x36

2nd low bid Carmel Winwater \$195.00 del & FOB

Guide Rail

Rustic w/beam low bid Chemung del and FOB \$82.00ea

2nd low Bid E.S.P. \$73.43 del & FOB

Rustic flared ends low bid Chemung del and FOB \$30.00ea

2nd low Bid E.S.P. \$32.50 del & FOB

Rustic wraps low bid Chemung del and FOB \$49.00ea

2nd low Bid E.S.P. \$42.50 del & FOB

low bid Chemung del and FOB \$120.00ea Rustic curved

2nd low Bid E.S.P. \$100.00 del & FOB W/beam

Rustic 6" I posts low bid Chemung del and FOB \$52.00ea

No 2^{nd bid}

Rustic 3" I posts low bid Chemung del and FOB \$52.00ea

No 2^{nd bid}

5/8" x 1 1/4" low bid Chemung del and FOB \$1.00ea

2nd low Bid E.S.P. \$1.86 del & FOB splice bolt & nut

5/8" x 2"

post bolt, nut low bid Chemung del and FOB \$.1.00ea

2nd low Bid E.S.P. \$0.93 del & FOB

Guide rail continued.....

5/16" x 1 3/4"

post bolt nut w low bid Chemung del and FOB \$.1.00ea

2nd low Bid E.S.P. \$2.00 del & FOB

½" x 1 ½"

low bid Chemung del and FOB \$.1.00ea double nuts, b

2nd low Bid E.S.P. \$1.06 del & FOB

concrete anchors

low bid Expanded Supply del and FOB \$550.00ea 2nd low Bid E.S.P. \$580.00 del & FOB

concrete anchors

low bid Chemung \$2000.00. installed No $2^{\text{nd bid}}$

complete layout Rustic w/beam

low bid Chemung \$295.00 per hour. & installation of

No 2^{nd bid}

guide rail and posts

Sincerely, Larry Cobb

Highway Superintendent



To:

TOWN BOARD MEMBERS

From:

JUDY TRAVIS - DISTRICT CLERK

Date:

11/30/16

Re:

YEAR END REVENUE REPORT

I formally request the Town Board accept the following 2017 year end Mill Pond Water District Revenue Report:

Water Bills 10/01/2016 - 12/31/2016:

\$ 11,298.97

Collected: \$ 8167.81

Unpaid bills to be put on 2018 tax roll:

\$ 3131.16

Interest and Penalties:

\$ 62.62

Total amount to be added to 2018 tax rolls:

\$ 3193.78

Water bills 1/1/2017 - 10/1/2017

\$ 36,356.16

Collected:

\$ 26,769.40

Unpaid bills to be put on 2018 tax roll

\$ 9586.76

Interest and Penalties:

\$ 176.46

Total amount to be added to 2018 tax rolls:

\$ 9763.22

TOTAL RELEVY SENT TO PUTNAM COUNTY - \$ 12,957.00

2017 DELINQUENT MILL POND	AILL POND				
WATER BILLS					TOTAL
			WATER		10
			BILL	PENALTY	COLLECT
NAME	TAX MAP #	ADDRESS	AMT		
BUERKLE	84.19-1-38	28 MILL POND RD	277.01		277.01
ROLDAN	84.19-1-7	7 GREENHAVEN	777.75	16.64	
MARINELLI	84.15-1-28	8 TODT HILL	1693.16		
KIRBY	84.19-1-37	2 WOODRIDGE	2710.3		
GELAJ	84.15-1-30	6 TODT HILL	407.13		
GOLDFIELD	84.19-1-39	20 KNOB HILL	204.22	1.52	
LONGOBUCCO	84.19-1-32	9 PLEASANT RDG	919.45		
SPINA	84.19-1-33	11 PLEASANT RDG	239.84		
MCCAGHEY	85.15-1-31	4 TODT HILL	693.4	7.21	700.61
SAWYER	84.19-1-36	4 WOODRIDGE	732.51		741 62
JUNOWITZ	84.19-1-5	1 GREENHAVEN	332.78		332.78
MORABITO	84.15-1-32	2 TODT HILL	599.21	6.07	605.28
Total			9586.76	176.46	9763.22
OUTSTANDING WATER BILLS 2016	ER BILLS 2016				
ROLDAN	84.19-1-7	7 GREENHAVEN	215.21	4.3	219.51
MARINELLI	84.15-1-28	8 TODT HILL	494.36	9.89	504.25
KIRBY	84.19-1-37	2 WOODRIDGE	2280.82	45.61	2326.43
LONGOBUCCO	8.19-1-32	9 PLEASANT RDG	140.77	2.82	
Total			3131.16	62.62	3193.78
TOTAL WATER	12717.92				
PENALTIES	239.08				
RELEVY	12057				



To:

TOWN BOARD MEMBERS

From

JUDY TRAVIS - DISTRICT CLERK

Date:

11/28/2017

Re:

LAKE PEEKSKILL C-SLAP PROGRAM

I formally request that the Town Board approve the expenditure of \$420.00 for volunteers in Lake Peekskill to participate in the New York Federation of Lakes C-slap program (Citizens Statewide Assessment program) for 2018.

\$370.00 is the fee for the Cslap participation and \$50.00 is the NYSFOLA membership fee.

17A

To:

TOWN BOARD MEMBERS

From:

JUDY TRAVIS – DISTRICT CLERK

Date:

11/17/2017

Re:

WAIVER OF WETLAND PERMIT WAIVER FEES

I formally request that the Town Board waive any Town of Putnam Valley Wetland Waiver fees associated with the installation of a subsurface aeration system in Lake Peekskill.



To:

TOWN BOARD MEMBERS

From:

JUDY TRAVIS - DISTRICT CLERK

Date:

11/28/2017

Re:

BARGER POND C-SLAP PROGRAM

I formally request that the Town Board approve the expenditure of \$420.00 for volunteers in the Barger Pond Park District to participate in the New York Federation of Lakes C-slap program (Citizens Statewide Assessment program) for 2018.

\$370.00 is the fee for the Cslap participation and \$50.00 is the NYSFOLA membership fee.



To:

TOWN BOARD MEMBERS

From:

JUDY TRAVIS - DISTRICT CLERK

Date:

11/28/2017

Re:

ROARING BROOK LAKE C-SLAP PROGRAM

I formally request that the Town Board approve the expenditure of \$420.00 for volunteers in Roaring Brook Lake to participate in the New York Federation of Lakes C-slap program (Citizens Statewide Assessment program) for 2018.

\$370.00 is the fee for the Cslap participation and \$50.00 is the NYSFOLA membership fee.



To: Town Board

From: Frank DiMarco, Parks and Recreation

Subject: Refunds

Date: November 29, 2017

Edward Sisco 40 Reichert Street Lake Peekskill, NY 10537

Brian Muller 46 Steuben Road Garrison, NY 10524 \$90.00

Basketball refund Unable to attend

\$80.00

Basketball refund Unable to attend



To: Town Board

From: Frank DiMarco, Parks and Recreation

Subject: Personnel

Date: December 4, 2017

Please approve the following additions/changes to personnel.

1. Jesus Soto, Sports Basketball referee @ \$45.00 hr.

2. Michelle Stephens, Rec. Asst. @ \$45.00 hr.





Putnam Valley Parks and Recreation

265 Oscawana Lake Road Putnam Valley, NY 10579

To: Town Board From: Lisa Kroohs

Putnam Valley Children's Center

Date: November 27, 2017 Re: 2018 Salaries

Below are the Putnam Valley Children's Center salaries for 2018.

Toniann Cortina	AM Supervisor	\$18.70
Vicky McDonald	MS Supervisor	\$19.20
Georgine Bagnato	Child Care Assistant	\$11.95
Hailee Bagnato	Child Care Assistant	\$10.70
Patricia Barone	Child Care Assistant	\$12,68
Patricia Citarella	Child Care Assistant	- \$16.76
Toniann Cortina	Child Care Assistant	\$14.90
Vickie McDonald	Child Care Assistant	\$15.40
Marilyn DeNisco	Child Care Assistant	\$16.14
Brian Fitzmaurice	Child Care Assistant	\$12.40
Tyler Kroll	Child Care Assistant	\$11.15
Deborah Montaruli	Child Care Assistant	\$15.84
Marc Orlando	Child Care Assistant	\$10.70
Andrew Salustri	Child Care Assistant	\$13.65
Michael Seiler	Child Care Assistant	\$10.70
Wendy Staffieri.	Child Care Assistant	\$12.15
Teresa Vazquez	Child Care Assistant	\$10.95
Carol Esponeira.	Child Care Assistant	\$10.95
Maria Horyt	Child Care Assistant	\$10.95
Eric Keogh	Child Care Assistant	\$10.70
Jose Mendoza	Child Care Assistant	\$10.70
Karen Meslener	Child Care Assistant	\$10.95
Maegan Wilson	Child Care Assistant	\$10.95
Dimitri Tomais	Child Care Assistant	\$10.70
Chelsi Vogt	Child Care Assistant	\$10.40

CC: Frank DiMarco

Phone: 845-526-3292