



TOWN OF PUTNAM VALLEY

Town Board Work Session

December 8th, 2021

Town Hall

5 PM

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### **Pledge of Allegiance**

Supervisor's Comments

1. CSEA Holiday Schedule
2. Sign service agreement with T- TECH
3. **District:**
  - a. Supervisor to sign Karaco Contract

### **Parks & Recreation:**

- a. Refund
- b. Approve the following changes to personnel/additions.

### **Approve Minutes:**

**Next Town Board Meeting Wednesday 12/15/2021 6PM at Town Hall**



Town of Putnam Valley  
Unit 8151

Executive Board  
Craig Cotone - President  
[ccotone@putnamvalley.com](mailto:ccotone@putnamvalley.com)  
Ray Gallagher- Vice President  
[rgallagher@putnamvalley.com](mailto:rgallagher@putnamvalley.com)

Executive Board  
Margaret Bradley- Treasurer  
[mbradley@putnamvalley.com](mailto:mbradley@putnamvalley.com)  
Annie Spinelli-Secretary  
[aspinelli@putnamvalley.com](mailto:aspinelli@putnamvalley.com)

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**MEMORANDUM**

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**TO:** PUTNAM VALLEY TOWN BOARD  
**FROM:** CRAIG COTONE, CSEA PRESIDENT  
**SUBJECT:** 2022 HOLIDAY SCHEDULE  
**DATE:** NOVEMBER 15, 2021  
**CC:** SHERRY HOWARD- TOWN CLERK

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The CSEA Union respectfully requests the following holidays as per our contract:

|              |          |                            |
|--------------|----------|----------------------------|
| January 3    | Monday   | New Year's Day             |
| January 17   | Monday   | Martin Luther King Jr. Day |
| February 21  | Monday   | President's Day            |
| May 30       | Monday   | Memorial Day               |
| July 4       | Monday   | Independence Day           |
| September 5  | Monday   | Labor Day                  |
| October 10   | Monday   | Columbus Day               |
| November 11  | Friday   | Veteran's Day              |
| November 24  | Thursday | Thanksgiving               |
| November 25  | Friday   | Day after Thanksgiving     |
| December 23* | Friday   | Christmas Eve              |
| December 26* | Monday   | Christmas Day              |
| December 30* | Friday   | New Year's Eve             |

\* Holiday falls on a weekend- Union Requests an alternative date

November 22, 2021

To: Town Board

From: Sherry Howard

I respectfully request that the Town Board authorize the Supervisor to sign the Service Agreement with T Tech to upgrade our on-line tax collection system. Our new collection system (which is called Value Payment Systems) charges \$1.00 per check transaction to our residents which is incorporated into the 2022 budget, so the Town will cover the fee, (not the Resident). Our current system PayPal Braintree, is not set up to charge the Town, only the Resident; so we will be using T Tech. Thank-you,

Sherry Howard

Town Clerk

# Service Agreement

This agreement is entered into between T TECH, LLC. (Hereinafter called T TECH) and Town of Putnam Valley (hereinafter called Merchant). Merchant acknowledges that it has read and understands the Terms and Conditions of this agreement, including the provisions contained on the back page hereof, and the information completed below is accurate.

|                                                        |                                                    |
|--------------------------------------------------------|----------------------------------------------------|
| Merchant's Legal Name:<br><u>Town of Putnam Valley</u> | Date:<br><u>11/9/2021</u>                          |
| Merchant's "Doing Business As" Name:                   | Fed Tax ID # or SSN:<br><u>14-6002391</u>          |
| Store Number (if any)<br><u>N/A</u>                    | Type of Business<br><u>Municipality</u> SIC Code   |
| Street Address:<br><u>265 Oscawana Lakesh</u>          | Phone Number:<br><u>845-526-3280</u>               |
| City, State, Zip:<br><u>Putnam Valley, NY 10579</u>    | Fax Number:<br><u>845-528-3961</u>                 |
| Contact Name:<br><u>Sherry Howard</u>                  | E-Mail Address:<br><u>showard@Putnamvalley.com</u> |
| Contact Title:<br><u>Town Clerk/Tax Collector</u>      |                                                    |

| Automated Clearing House (ACH)                                                |                 |
|-------------------------------------------------------------------------------|-----------------|
| ACH Service Type: ARC: WEB: TEL: POP: BOC: PPD: CCD:                          |                 |
| MID: Note - Additional MID's required for multiple service type's             |                 |
| Administrative Set-Up Fee <b>PASS THROUGH</b>                                 | VPS             |
| Monthly Minimum Fee                                                           | VPS             |
| ACH Transaction Fee                                                           | VPS             |
| ACH Discount Rate                                                             |                 |
| ACH Chargeback Fee                                                            | VPS             |
| ACH Representments - Returns due to insufficient funds are re-deposited twice | Yes / <u>No</u> |
| ACH Representments Fee                                                        |                 |

**AUTHORIZATION FOR PRE-ARRANGED PAYMENT (ACH): Please attach "voided check" or deposit ticket**

Merchant hereby authorizes T TECH, LLC. or its designated agent to initiate ACH debit and / or deposit entries for the one-time, monthly, per transaction, chargeback and adjustment entries, and percentage fees described above, as well as applicable tax, to be automatically deducted from the Merchant's GL account indicated below at the depository named below (hereinafter called DEPOSITORY)

Depository Bank \_\_\_\_\_

Transit / ABA Number \_\_\_\_\_

Account # \_\_\_\_\_

This authority is to remain in full force and effect until T TECH and DEPOSITORY have received written notification from merchant of its termination in such time and in such manner as to afford T TECH and DEPOSITORY an opportunity to act on it. If Merchant refuses or fails to honor a valid ACH transaction initiated by T TECH, T TECH shall have the right to charge Merchant with T TECH's usual administrative fee and Merchant agrees to pay such fee upon demand by T TECH. Merchant has the right to stop payment of a debit entry and to have an erroneous debit credited to its account in accordance with the NACHA Rules.

By authorizing this agreement you acknowledge you accept the Terms and Conditions of Service:

T Tech LLC

(Merchant) *[Signature]*

By: \_\_\_\_\_

By: *Jam Oliverio*

Print: Scott Haskins

Print: \_\_\_\_\_

Title: President

Title: *Supervisor*

*Town of Putnam 11-11-21*



## TRANSACTION TECHNOLOGIES

responses by the consumer to input data and to respond to questions does not qualify as an oral authorization. A VRU may be used by the consumer to key enter data and to respond to questions, provided that the actual authorization by the consumer is provided orally. A Merchant that chooses the option to provide the consumer with written notice confirming the consumer's oral authorization must disclose to the consumer during the telephone call the method by which such notice will be provided. The written notice must include, at a minimum, the six pieces of information required to be disclosed during the telephone call, as described above. Merchant understands that the term 'provide' is intended to mean that the merchant has utilized a medium such as US mail, fax, or other mail delivery, to send the written notice to the consumer. Disclosure in electronic form, including e-mail, can be used however; state and or federal laws may require consumer consent before using electronic notices/disclosures. The term "provide" does not imply receipt of such notice by the consumer. Merchant also understands that when written notice is used to confirm the authorization, the consumer must be afforded the right to contact the Merchant, using the telephone number provide, to correct any erroneous information contained within the notice. In order to minimize the risk of entry errors, Merchant agrees to use a commercially reasonable system, technology, practice, or procedure to verify, (A) that the routing numbers are valid, and (B) the identity of the consumer. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T TECH to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

### POP SALES PROCEDURES

**CHECK VERIFICATION:** Each check tendered at the point of sale will be processed through T TECH's national positive and negative database to help Merchant decide whether to accept or decline the customer's check. Merchant agrees to use the check verification service solely for legitimate Merchant business purposes at Merchant's business location(s) in connection with the presentment of customers' checks for the purchase of goods or services from Merchant. Merchant shall not permit the check verification service to be used for any other purpose or by any person or entity other than Merchant, and Merchant agrees to instruct its employees accordingly.

**POINT OF SALES PROCEDURES:** Merchant agrees that in order for check data provided at the point of sale to be accurately compared with the T TECH database, Merchant must use a properly programmed and functioning check reader. As a result of information obtained through T TECH, Merchant shall immediately advise the customer whose check was declined, via a T TECH referral card and/or copy of the printed receipt. Customer inquiries concerning the reasons for decline and requests for assistance to correct the problem shall be directed to the reporting agency that communicated the fact that the customer's check should be declined (i.e., not T TECH). This agency name and phone number will be provided on the receipt and/or terminal display screen.

**NO LIABILITY FOR LOSSES:** Merchant agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

**CHECK CONVERSION OBLIGATIONS:** Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain a written authorization from each customer prior to transmitting a point-of-purchase entry to the customer's account. The authorization shall conform to the requirements of the Rules which require that the authorization (1) be in writing and signed or similarly authenticated by the customer using a digital signature or other code, (2) be readily identifiable as an EFT debit authorization, and (3) clearly and conspicuously state its terms. Merchant shall provide the customer with a copy of the authorization at the time the authorization is obtained and shall retain a copy of such authorization for a period of two (2) years following the date the authorization is signed. Merchant shall provide to the customer a copy of his authorization, along with a receipt containing specific information relating to the transaction. Merchant shall provide each customer with a transaction receipt at the time and place of purchase. The receipt shall contain, at a minimum, the following information regarding each debit entry to be initiated to the customer's account: (a) Merchant's name; (b) Merchant's telephone number; (c) the date of the transaction; (d) the amount of the transaction; (e) the check serial number captured from the source document; and (f) the Merchant number or other unique number that identifies the location of the transaction. If required by T TECH, Merchant agrees to also include the following additional information on the receipt provided to the customer: (a) Merchant's address; (b) Merchant's identification number; (c) the customer's financial institution routing number; (d) the account number of the customer; (e) the identification number of the customer; and (f) a transaction reference number. Merchant understands and agrees that the Rules prohibit the placement of a customer's complete account number and identification number on the receipt. Merchant shall void the check presented to Merchant by the customer in connection with each point-of-purchase transaction (i.e., the check that has been used as the source document for information relating to the transaction), and return it to the customer.

### ADDITIONAL ITEMS

**NO LIABILITY FOR LOSSES:** Merchant enrolled in T TECH's Program, as indicated on the front section of this form, agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH's service. T TECH is not guaranteeing or insuring against bad-check losses. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

**CONSUMER INQUIRY ASSISTANCE:** Merchant agrees to provide to T TECH, or other requesting Financial Institutions or Government Agencies, all supporting documents or materials (as required by merchant to keep as prior reference within this Agreement) being held in connection to consumer transactions generated under the terms of this agreement. Merchant further agrees to provide said records within 5 days of being notified by T TECH or other Institution. Merchant will supply records in the manner that will provide the fastest and clearest copy.


**TERMINATION:** Either party reserves the right to terminate this agreement with 60 days written notice to the other party. Additionally, T TECH may immediately discontinue providing check processing to Merchant in the event Merchant fails to comply with or otherwise breaches the terms of this Agreement. In the event Merchant has transaction returns that exceed 8% of their monthly volume, T TECH may, at its option, terminate this Agreement. In the event Merchant stops conducting business in the normal course, becomes insolvent, or becomes subject to proceedings under the Federal Bankruptcy Act. T TECH may, at its option, immediately terminate this Agreement. In the event Merchant provides written notice to cancel, or verbal notice to cancel T TECH services and Merchant continues to utilize T TECH services, Merchant will continue to be charged for transaction activity.

**INDEMNIFICATION:** Merchant shall indemnify and hold harmless T TECH, their agents and employees against and from all actions, suits, losses, liabilities, damages, costs, and expenses, including court costs and attorneys' fees, relating to or arising from any and all claims asserted against T TECH due to negligence or misuse by Merchant in its use of T TECH services.

**PRICING:** Merchant agrees to pay T TECH, according to the "Fee Schedule" set forth on the front side hereof and pursuant to T TECH's usual fee schedule for any other services, T TECH's fees for services performed under this Agreement. T TECH reserves the right to change the service or the service fees with 30 days written notice to

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

# Memo

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 11/22/2021  
**Re:** Proposal for Maintenance of Heating and Air Conditioning Systems at Lake Peekskill Community Center 2022

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I formally request that the Town Board authorize the Supervisor to accept and sign the proposal from KARACO Heating & Cooling, for the maintenance of the heating and air conditioning systems at the Lake Peekskill Community Center for the period of January 1, 2022 to December 31, 2022.

The total contract price is \$662.00.

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# KARACO Heating & Cooling, LLC.

Heating \*Ventilating\*Air Conditioning\* Sales\*Service

P.O. Box 337

Putnam Valley, NY 10579

(845) 528-9390

karacohvac@gmail.com

## PROPOSAL FOR MAINTENANCE OF HEATING & AIR CONDITIONING SYSTEMS (2022 COMMERCIAL MAINTENANCE CONTRACT)

**TO:** TOWN OF PUTNAM VALLEY  
**JOB SITE:** LAKE PEEKSKILL COMMUNITY CENTER  
7 NORTH WAY  
LAKE PEEKSKILL, NY 10537  
**PHONE NUMBER:** 845-526-4057  
**CONTRACT PERIOD:** JANUARY 1, 2022 THRU DECEMBER 31, 2022

KARACO Heating & Cooling, LLC hereby submits this proposal subject to all terms and conditions, as follows:

*ONE* LP Gas Furnace - Mid-Season Quick Check  
*ONE* Air Conditioning Unit, *ONE* SpaceGard Filter - Comprehensive Spring Service  
*ONE* Air Conditioning Unit - Mid-Season Quick Check  
*ONE* LP Gas Furnace, *ONE* SpaceGard Filter - Comprehensive Fall Service

**TOTAL CONTRACT PRICE: \$662.00 (TAX EXEMPT)**

**PLEASE NOTE:** This contract does not include any humidifier service.

**TERMS AND CONDITIONS:** Price is for inspection and maintenance only. Price does not include parts other than minor materials used in the inspection and maintenance, or any labor costs for repairs or service. All prices are subject to change after 30 days from the date of this proposal. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. In the event of an emergency KARACO Heating & Cooling, LLC is authorized and will make any necessary repairs required to prevent immediate damage or service interruption to the property. In the event the property lease is terminated, the contract price will be refunded on a prorated basis based on how many inspections have been performed up to the time of lease end, not the contract term. It is the responsibility of the client to contact our company when an appointment is needed for any type of service. Full payment is due at contract signing.

**ACCEPTANCE:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. KARACO Heating & Cooling, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

*Ronald L. Karabinos*

11/18/2021

Ronald L. Karabinos, President  
KARACO Heating & Cooling, LLC

Date

OFFICE COPY



**Town of Putnam Valley**  
**BOARD OF ETHICS**  
P.O. Box 656 Putnam Valley, NY 10579

**Anthony J. Bondi**  
*Chair*

**Agnes Powe**  
*Vice-Chair*

**Esther McHenry**  
*Secretary*

**Michael Cicale**  
*Member*

**Brian Whittaker**  
*Member*

The Hon. Sam Oliverio  
265 Oscawanna Lake Rd  
Putnam Valley NY 10579

November 13, 2021

Dear Supervisor Oliverio,

Re; Ethics Board Reappointment

On December 31<sup>st</sup> Mr. Brian Whittaker who filled the remaining term for Clem Van Ross when Clem was elected Town Judge, will expire.

The Ethics Board has inquired of Brian his willingness to serve for a 5 year term and he has consented.

I hereby recommend to the Town Board the reappointment of Brian Whittaker for the term of 1/1/2022-12/31/2026.

We extend our best wishes for a wonderful Christmas Season to you and the Town Board.

Very truly yours,

Anthony J Bondi, Chair  
For the Ethics Board

PS. Just a friendly reminder that the Ethics Board, according to our law, elects its own chair.

Cc: Town Board  
file



To: Town Board  
From: Frank DiMarco, Parks and Recreation Director  
Subject: Parks and Recreation Refunds  
Date: December refunds 2021

|                                                                      |                                                          |
|----------------------------------------------------------------------|----------------------------------------------------------|
| Amanda Rodak<br>192 Canopus Hollow Road<br>Putnam Valley, NY 10579   | \$500.00<br>LPCC<br>Deposit refund                       |
| Judith Jaeger<br>73 Hillair Road<br>Lake Peekskill, NY 10537         | \$500.00<br>LPCC<br>Deposit refund                       |
| Nellie Bermeo<br>52 Morrisey Drive<br>Lake Peekskill, NY 10537       | \$500.00<br>LPCC<br>Deposit refund                       |
| Michael Gurdineer<br>42 E Hill Road<br>Cortlandt Manor, NY 10567     | \$100.00<br>Sports refund<br>Not able to play basketball |
| Kimberly McKeown<br>27 Cedar Ledges<br>Putnam Valley, NY 10579       | \$40.00<br>Sports refund<br>Not able to play basketball  |
| Thomas Robertine<br>70 Lake Drive<br>Lake Peekskill, NY 10537        | \$500.00<br>LPCC<br>Deposit refund                       |
| Kayla Montanaro<br>31 Gilbert Lane<br>Putnam Valley, NY 10579        | \$500.00<br>LPCC<br>Deposit refund                       |
| Kristine McSweeney<br>246 Old Church Road<br>Putnam Valley, NY 10579 | \$50.00<br>Sports refund<br>Not enough participants      |
| Jen Stewart<br>13 Lakeview Drive<br>Putnam Valley, NY 10579          | \$50.00<br>Sports refund<br>Not enough participants      |

Jorge Pani  
337 Church Road  
Putnam Valley, NY 10579

\$50.00  
Sports refund  
Not enough participants

To: Town Board  
From: Frank DiMarco, Parks and Recreation  
Subject: Personnel  
Date: December 2021

Please approve the following additions/changes to personnel.

1. Andres Soto, Basketball security doorkeeper @ \$15.00 hr.
2. Bill Catrini, Basketball security doorkeeper @ \$15.00 hr.
3. Sal Nastri, Basketball security doorkeeper @ \$15.00 hr.
4. Quinn Strang, Basketball security doorkeeper @\$15.00 hr.
5. Ava Broccolo, PV Children's Center @ \$12.80 hr.

November 30, 2021

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 meeting minutes from November 17, and November 29, 2021.

Thank-you,

Sherry Howard

Town Clerk