



TOWN OF PUTNAM VALLEY

Town Board Meeting

August 21st, 2024

Town Hall

6 PM

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### AGENDA

#### Meeting called to Order

#### Pledge of Allegiance

1. Community Reports
2. Supervisor's Comments
3. Legislative Reports
4. Audit Report Presentation by O'Connor Davies
5. Approval of Minutes
6. Approve MS4 Permit Stormwater Retrofit Program
7. Review Request for Permit Fee Waiver – PVVAC
8. Accept Intermunicipal Building Inspector Agreement
9. Settlement Offer Discussion
10. Justice Court: Approve Decommissioning of Justice Court Safe
11. Facilities:
  - a. Approve UniFirst Service Agreement Renewal
  - b. Approve Claims Service Agreement with Brown & Brown
12. Parks & Recreation:
  - a. August 2024 Refunds
  - b. Personnel Changes
  - c. Reimbursement of Funds under Childcare Stabilization Grant of 2020
13. Districts:
  - a. Approve Barger Pond and Lookout Manor Closing Labor Costs
  - b. Approve Seasonal District Appointments 2024
  - c. Approve LPID Garage Water Improvements Proposal and Fee Waivers
  - d. Approve LPID Garage Well Improvement Proposal and Fee Waiver
14. Daily Fee Report: Summary July 1, 2024 – July 31, 2024
15. Public Comment – Three-Minute Limit Per Person
16. Audit of Monthly Bills
17. Budget Transfers and Amendments

#### Adjournment

Next Town Board Meeting: Work Session, Wednesday September 11<sup>th</sup>, 2024, 5 PM

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August 13, 2024

To: Town Board  
From: Kathy Diomede  
Interim Town Clerk  
Subject: Approval of Minutes – July 2024

I respectfully request the Putnam Valley Town Board authorize the Supervisor to accept the Town Board meeting minutes from July 10, 2024, July 17, 2024, and July 31, 2024.

Thank-you,

Kathy Diomede  
Interim Town Clerk



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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TO: TOWN BOARD  
FROM: JACQUELINE ANNABI, TOWN SUPERVISOR  
SUBJECT: MS4 Permit / East of Hudson Watershed Corporation  
DATE: August 20, 2024

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RESOLVE, that the Town Board approve the continuation of work with the MS4 permitting process with East of Hudson Watershed Corporation and authorize the Supervisor to acknowledge the Town's agreement to continue to develop a single stormwater retrofit plan for the East of Hudson municipalities.

FURTHER RESOLVE, that the Town Board authorize the payment of \$834.95, representing the cost for the Town's share of the General Permit Application.



**EAST OF HUDSON  
WATERSHED CORPORATION**

2 NYS Route 164  
Patterson, NY 12563  
Tel: 845-319-6349  
Fax: 845-319-6391

July 30, 2024

To: EOHWC Board of Directors

From: Executive Board

Re: Years 11 to 15 Retrofit Plan

The new General Permit for MS4s Permit No. GP-0-24-001 requires that municipalities in the East of Hudson Watershed submit to NYSDEC a stormwater retrofit plan for Years 11 to 15 by January 3, 2024 (five months). The plan must provide specific information about each proposed retrofit, including the anticipated individual phosphorus reduction, as well as the overall phosphorus reduction. The specific section of the General Permit is attached for your review.

Years 1 through 10 we all agreed to work collaboratively to obtain "bubble" compliance, and the Executive Committee is recommending that we continue to work together and use the EOHWC to develop a single plan for the next five years to be submitted to the NYSDEC. Unfortunately the funding held by the EOHWC cannot be used to develop a the stormwater retrofit workplan for the next five years. For the EOHWC to prepare the stormwater retrofit workplan each municipality will need to provide funding. Based on the past methodology of allocation of costs agreed to by the EOHWC member municipalities, the attached table provides the contribution from each municipality.

We are asking that you acknowledge your agreement to continue to work together and develop a single stormwater retrofit plan for the East of Hudson municipalities. Please send your acknowledgment to Linda Matera at [linda@eohwc.org](mailto:linda@eohwc.org) and to Richard Williams at [planning@pattersonny.org](mailto:planning@pattersonny.org). If you agree we will need payment not later than August 31.

Preparation of the plan is also going to need your involvement. We are also asking that you identify any potential stormwater retrofit project in your municipality. Your individual 5-year phosphorus reduction is attached. For each retrofit project you should provide as much of the information required by the General Permit under Part IX.A.6.f.i.a.. As we move forward you will need to provide this information to [kevin@eohwc.org](mailto:kevin@eohwc.org).

SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) Permit No. GP-0-24-001  
Part IX.A.6.f

f. Retrofit program

- i. All MS4 Operators identified within the Croton Watershed Phase II TMDL Implementation Plan, January 2009, must continue to implement the retrofit program according to the following schedule:
  - a) Within one (1) year of the EDC, the MS4 Operator must submit to the Department a retrofit plan that identifies the following:
    - i) Project name;
    - ii) Location;
    - iii) Proposed retrofit type;
    - iv) Anticipated date for construction;
    - v) Estimated phosphorus reduction (using the criteria in the Croton Watershed Phase II TMDL Implementation Plan, January 2009); and
    - vi) Estimated total phosphorus reduction for all projects demonstrating they will meet the reduction specified in the Croton Watershed Phase II TMDL Implementation Plan, January 2009.
  - b) Within five (5) years of the EDC, all retrofit projects must be constructed to achieve the five (5) year phosphorus reduction assigned to the MS4 Operator, as required by the Croton Watershed Phase II TMDL Implementation Plan, January 2009.
- ii. Annually, by December 31, MS4 Operators (or RSE representing MS4 Operators as described in Part III.B.2.b.) must submit to the Department any changes made to the retrofit plan including the information in Part IX.A.6.e.i.
- iii. MS4 Operators must document the retrofit program in the SWMP Plan specifying:
  - a) Progress on retrofit projects already commenced; and
  - b) Identification of retrofit projects for the upcoming construction season; and
  - c) Certification that completed retrofit projects have been constructed in accordance with the retrofit plans.

EOHWC  
Workplan Contribution  
July 25, 2024

| <b>Municipality</b> | <b>Phosphorus Reduction Requirement</b> | <b>Municipal Contribution</b> |
|---------------------|-----------------------------------------|-------------------------------|
| Brewster            | 9.20                                    | \$110.48                      |
| Carmel              | 72.00                                   | \$9,373.19                    |
| Kent                | 33.60                                   | \$8,882.67                    |
| Patterson           | 17.20                                   | \$8,074.51                    |
| Putnam Valley       | 1.00                                    | \$834.95                      |
| Southeast           | 31.10                                   | \$8,297.33                    |
| Putnam County       | 30.90                                   | \$6,459.07                    |
| Bedford             | 32.20                                   | \$7,845.85                    |
| Cortlandt           | 11.60                                   | \$2,090.07                    |
| Lewisboro           | 35.50                                   | \$6,881.78                    |
| Mount Kisco         | 18.70                                   | \$2,621.62                    |
| New Castle          | 25.10                                   | \$4,758.98                    |
| North Castle        | 1.00                                    | \$160.90                      |
| North Salem         | 19.10                                   | \$4,990.70                    |
| Pound Ridge         | 9.50                                    | \$2,252.78                    |
| Somers              | 50.00                                   | \$9,788.64                    |
| Yorktown            | 54.00                                   | \$10,342.43                   |
| Pawling, Town       | 3.50                                    | \$5,987.12                    |
| Pawling, Village    | 4.30                                    | \$246.93                      |
| Total               | 459.50                                  | \$100,000.00                  |



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**Putnam Valley Volunteer Ambulance Corp.**

Post Office Box 141 Putnam Valley, New York 10579-0141

Emergency **911** / Non-Emergency (845) 526-3119 / Fax (845) 526-6561

[HTTP://WWW.PVVAC.ORG](http://www.pvvac.org)

August 7, 2024

Ms. Jacqueline Annabi, Supervisor  
Town of Putnam Valley  
265 Oscawana Lake Road  
Putnam Valley, NY 10579

Re: Permit Fee Waiver

Dear Ms. Annabi:

A permit application was recently submitted to the Putnam Valley Building Department by Kertis Handyman, Inc. for site work to be performed adjacent to the PVVAC building. We subsequently request that the Town waive the fee for this permit in consideration of our agency's essential community function.

Respectfully,

Adam Brener  
President

cc: H. Metzger, PVVAC Treasurer  
B. Kertis, Kertis Handyman Inc.



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**JACQUELINE ANNABI**  
TOWN SUPERVISOR

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**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Intermunicipal Building Inspector Agreement  
**DATE:** August 19, 2024

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RESOLVE, that the Town Board approve the Supervisor entering into an Intermunicipal Building Inspector Agreement between the Town of Putnam Valley and the Town of Philipstown for the purposes of sharing building inspector services for the purposes of continuity of service to our respective communities when the building inspector from either town is on vacation. The term of this agreement will be from September 1, 2024 through August 31, 2025, the hourly rate payable is \$30.00.



## **INTERMUNICIPAL BUILDING INSPECTOR AGREEMENT**

THIS AGREEMENT, is made and entered into as of the \_\_\_\_ day of August, 2024, by and between the TOWN OF PHILIPSTOWN, a municipal corporation of the State of New York, with offices located at Town Hall, 238 Main Street, Cold Spring, New York 10516 (hereinafter "PHILIPSTOWN"), and the TOWN OF PUTNAM VALLEY, a municipal corporation of the State of New York, with offices located at Town Hall, 265 Oscawana Lake Road, Putnam Valley, New York 10579 (hereinafter "PUTNAM VALLEY");

### **W I T N E S S E T H**

WHEREAS, PHILIPSTOWN and PUTNAM VALLEY both employ a Building Inspectors for the purposes authorized by the New York State Town Law and by their respective Town Codes; and

WHEREAS, from time to time circumstances arise wherein the Building Inspectors in PHILIPSTOWN and/or PUTNAM VALLEY require additional building inspector services on an emergency or after-hours basis; and

WHEREAS, PHILIPSTOWN and PUTNAM VALLEY wish to enter into a mutual aid intermunicipal agreement under which they may utilize the services of each other's Building Inspector on an "as needed" basis for emergency or after-hours services;

### **NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. The term of this intermunicipal agreement shall be one year, commencing on September 1, 2024 and terminating on August 31, 2025.
2. PHILIPSTOWN's Building Inspector and Building Department staff will be available to PUTNAM VALLEY on request of PUTNAM VALLEY'S Building Department to provide Building Inspector services.

3. PUTNAM VALLEY Building Inspector and Building Department staff will be available to PHILIPSTOWN the on request of PHILIPSTOWN's Building Department to provide Building Inspector services.

4. Both PHILIPSTOWN's Building Inspector and PUTNAM VALLEY's Building Inspector shall have the right to decline requests for service in their sole discretion.

5. On any matter which either municipality requests Building Inspector services from the other, the requesting municipality shall pay for such service at an hourly rate of \$30.00 per hour.

6. A municipality which provides building inspector services upon request shall render a monthly bill to the requesting municipality for such building inspector services, which bill shall be accompanied by a duly executed voucher. Payment of such bills shall be made within thirty (30) days after issuance.

7. When performing building inspector services on behalf of a requesting municipality, the Building Inspector shall be deemed an employee of the requesting municipality for liability and worker's compensation purposes, and the requesting municipality shall hold the other municipality harmless for any claims, causes, actions, debts, dues or liabilities incurred or arising as a result of the Building Inspector's performance of such services, including attorney's fees incurred in defending any claims.

8. Either party may terminate this agreement at any time, with or without cause, upon seven (7) days written notice provided via U.S. postal service first class mail to the address of the other party listed above.

9. This agreement fully expresses the entire agreement between the parties. The terms of this agreement cannot be changed or modified except through a writing executed by both parties.

10. This agreement may be executed in counterparts, with each such counterpart being deemed the original hereof. This agreement may be executed by electronic or facsimile signature, which such signatures being deemed as original signatures.

TOWN OF PHILIPSTOWN

PUTNAM VALLEY

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By: John Van Tassell, Supervisor

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By: Jacqueline Annabi, Supervisor

Authorized by Town Board Resolution  
August \_\_\_\_, 2024

Authorized by Town Board Resolution  
August \_\_\_\_, 2024

**RESOLUTION 8:21 - #\_\_\_ OF 2024**

**RESOLUTION AUTHORIZING SETTLEMENT IN THE MATTER OF  
PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT, INC., v. JOHN ADORNO, et  
al.**

BE IT RESOLVED, that the Town Board of the Town of Putnam Valley does hereby authorize the settlement of an action involving the Putnam Valley Town Board and Highway Superintendent captioned PUTNAM VALLEY VOLUNTEER FIRE DEPARTMENT, INC., v. JOHN ADORNO, et al.; Docket No. 7:23 cv 04153 (PMH) in the amount of TEN DOLLARS (\$10.00); and

BE IT FURTHER RESOLVED, that the Town Board finds that, after due consideration having been given to the terms and conditions of the Agreement, that it is in the best interest of the Town to accept this Agreement; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Putnam Valley does hereby authorize and direct Supervisor Annabi and Highway Superintendent Keeler to execute such papers as are necessary to effectuate said settlement.

Dated: \_\_\_\_\_

Moved: \_\_\_\_\_

Seconded: \_\_\_\_\_

Motion passes/ fails: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

|                                      | AYE   | NAY   | ABSTAIN |
|--------------------------------------|-------|-------|---------|
| PRESENT/ABSENT Councilwoman Howard   | _____ | _____ | _____   |
| PRESENT/ABSENT Councilwoman Tompkins | _____ | _____ | _____   |
| PRESENT/ABSENT Councilman Russo      | _____ | _____ | _____   |
| PRESENT/ABSENT Councilman Luongo     | _____ | _____ | _____   |
| PRESENT/ABSENT Supervisor Annabi     | _____ | _____ | _____   |

\_\_\_\_\_  
KATHY DIOMEDE, TOWN CLERK

ROBERT M. NACHAMIE  
TOWN JUSTICE

PAT A. LONGOBUCCO  
TOWN JUSTICE



**TOWN JUSTICE COURT**  
TOWN OF PUTNAM VALLEY  
265 OSCAWANA LAKE ROAD  
PUTNAM VALLEY, NEW YORK 10579

10  
TELEPHONE  
845-526-3050

FAX  
845-526-2930

EMAIL  
COURTS@PUTNAMVALLEY.GOV

**RESOLVE**, that the Town Board approve the decommissioning and disposal of a Sentry Safe Serial No. AU954718 Model No. A3821 from the Justice Court Offices, which is no longer operational.

*Sarah Antoinette*

Sarah Antoinette,  
Court Clerk

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**To: Putnam Valley Town Board**

**From: Margaret DiRubba**

**Date: August 1, 2024**

**Subject: UniFirst Service Agreement Renewal**

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I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign the renewal of Service Agreement with UniFirst for bi-weekly replacement of mats in the Town Hall and Parks and Recreation buildings. Total cost for both buildings will decrease from \$192.02/month to \$126.58/month. This will be a savings of \$65.44 per month. Term of this Agreement is 36 months with a price increase capped at 5%.

INSTALLATION DATE \_\_\_\_\_  
MM/DD/YYYY

|                         |                                        |           |                   |
|-------------------------|----------------------------------------|-----------|-------------------|
| COMPANY NAME (Customer) | TOWN OF PUTNAM VALLEY TOWN HALL & PARK | LOC. NO.  | 068               |
| ADDRESS                 | 265 OSCAWANA LAKE ROAD                 | ROUTE NO. | 77-4152 / 77-4162 |
|                         | PUTNAM VALLEY NY 10579                 | DATE      | 7/23/2024         |
| PHONE                   | 845-526-2121                           | SIC/NAICS |                   |

| MERCHANDISE SERVICED  |                                           |                      |                                           |                                    |                               |                                            |                       |                                   |
|-----------------------|-------------------------------------------|----------------------|-------------------------------------------|------------------------------------|-------------------------------|--------------------------------------------|-----------------------|-----------------------------------|
| ITEM DESCRIPTION      | LOST/<br>DAMAGED<br>REPLACEMENT<br>CHARGE | SERVICE<br>FREQUENCY | NO. OF<br>PERSONS/<br>ISSUE PER<br>PERSON | TOTAL NO. OF<br>CHANGES/<br>PIECES | PRICE PER<br>CHANGE/<br>PIECE | STANDARD/<br>NON-<br>STANDARD <sup>1</sup> | TOTAL FULL<br>SERVICE | TOTAL<br>VAL-U-LEASE <sup>2</sup> |
| 53889 4X6 SCRAPER MAT |                                           | 2                    |                                           | 1                                  | 5.50                          | S ▼                                        |                       |                                   |
| 76GB03 4X6 MAT        |                                           | 2                    |                                           | 4                                  | 5.75                          | S ▼                                        |                       |                                   |
| 76GC03 3X10 MAT       |                                           | 2                    |                                           | 1                                  | 7.20                          | S ▼                                        |                       |                                   |
| 76GA03 3X5 MAT        |                                           | 2                    |                                           | 3                                  | 3.75                          | S ▼                                        |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               | S ▼                                        |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               | S ▼                                        |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               | S ▼                                        |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               | S ▼                                        |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               |                                            |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               |                                            |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               |                                            |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               |                                            |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               |                                            |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               |                                            |                       |                                   |
|                       |                                           |                      |                                           |                                    |                               |                                            |                       |                                   |

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

| OTHER CHARGES                            | AMOUNT     |
|------------------------------------------|------------|
| Garment preparation per piece            |            |
| Name emblem per piece                    |            |
| Company emblem per piece                 |            |
| Direct Embroidery: Wearer name per piece |            |
| Company name per piece                   |            |
| <b>MAT PROTECTION PROGRAM</b>            | <b>YES</b> |
|                                          |            |

| OTHER CHARGES                          | AMOUNT |
|----------------------------------------|--------|
| Non-stock sizes per piece              | 20.00% |
| Special cuts per piece                 | 3.00   |
| Restock/Exchange per piece             | 3.00   |
| Automatic Wiper Replacement            | NO     |
| Automatic Linen Replacement            | NO     |
| DEFE (See description on reverse side) | 5.00   |
| Energy surcharge                       | 4.50   |

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge<sup>3</sup> ☒

THIS AGREEMENT SERVES AS A MASTER AGREEMENT FOR ACCOUNT NUMBER 740126 & 740094 . PRICE INCREASE CAPPED AT 5%

36 month agreement

**The undersigned agrees to the attached Customer Service Agreement Terms** and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

**ACCEPTED:**

CUSTOMER (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER (Print Name and Title) \_\_\_\_\_

FMA011

<sup>5</sup> This Agreement is effective only upon acceptance by UniFirst Location Manager.

## CUSTOMER SERVICE AGREEMENT TERMS

**REQUIREMENTS SUPPLIED.** Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

**PERFORMANCE GUARANTEE.** UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

**TERM AND RENEWAL.** This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 36 months after installation of Merchandise (for new customers) or any renewal date. ~~This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.~~

**PRICES AND PAYMENTS.** Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

See  
Comment  
Section

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

**DEFE CHARGE.** Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

**MERCHANDISE.** Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

*Flame Resistant ("FR") Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

*Visibility Merchandise* is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

*Healthcare/Food-Related* Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging\* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. (\* Poly-bag services incur additional charges)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

**OBLIGATIONS AND REMEDIES.** If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

**MISCELLANEOUS.** The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

36 months

NY Metropolitan Area



**CUSTOMER SERVICE AGREEMENT TERMS**

**REQUIREMENTS SUPPLIED.** Customer orders from UniFirst Corp., ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

**PERFORMANCE GUARANTEE.** UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

**TERM AND RENEWAL.** This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

**PRICES AND PAYMENTS.** Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

**DEFE CHARGE.** Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

**MERCHANDISE.** Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

*Flame Resistant ("FR") Merchandise* supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

*Visibility Merchandise* is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

*Healthcare/Food-Related* Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging\* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(\* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

**OBLIGATIONS AND REMEDIES.** If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

**MISCELLANEOUS.** The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

## Margaret DiRubba

**From:** Anthony Hardick <Anthony\_Hardick@unifirst.com>  
**Sent:** Wednesday, July 17, 2024 9:16 AM  
**To:** Margaret DiRubba  
**Subject:** RE: Unifirst

Please let me know if the below works with your team

### Town of Putnam Valley Park and Town Hall

**UniFirst**  
Uniforms Services Solutions

| UniFirst Code              | Item Description                         | Total Inventory | Cost    | Weekly Total |
|----------------------------|------------------------------------------|-----------------|---------|--------------|
| 76ga                       | 3x5 mat 2-P+R 1-TH                       | 3               | \$ 3.75 | \$ 11.25     |
| 76gb                       | 4x6 mat 4-TH                             | 4               | \$ 5.75 | \$ 23.00     |
| 76gc                       | 3x10 mat 1-TH                            | 1               | \$ 7.20 | \$ 7.20      |
| 5389                       | 4x6 scraper mat 1-TH                     | 1               | \$ 5.50 | \$ 5.50      |
| mmp                        | Material Maintenance Protection REQUIRED | 9               | \$ 0.76 | \$ 6.84      |
| Energy                     | Energy Surcharge Standard Charge         | 1               | \$ 4.50 | \$ 4.50      |
| EEFX                       | DEFE CHARGE Delivery fee                 | 1               | \$ 5.00 | \$ 5.00      |
| Estimated bi Weekly Amount |                                          |                 |         | \$ 63.29     |

## Renewal Proposal

Anthony Hardick  
Route Service Manager

UniFirst Corporation  
541 Broadway  
Kingston, NY 12401  
845.564.0344 Option 2  
[Anthony\\_Hardick@UniFirst.com](mailto:Anthony_Hardick@UniFirst.com)

**UniFirst**



116



To: Putnam Valley Town Board

From: Margaret DiRubba

Date: August 18, 2024

Subject: Authorize Town Supervisor to sign Claims Service Agreement  
With Brown & Brown Insurance Services, Inc. for  
Guard Rail Reporting and Recovery Services

I formally request that the Putnam Valley Town Board authorize the Town Supervisor to sign a Claims Service Agreement with Brown & Brown Insurance Services, Inc. (Claims Manager) to perform reporting and recovery services for damaged guard rails that the Town of Putnam Valley which the town is responsible for. Cost would be \$350.00 per claim submitted payable to the applicable insurance carrier.

## CLAIMS SERVICE AGREEMENT

This Claims Service Agreement ("Claims Agreement") is entered into by and between BROWN & BROWN INSURANCE SERVICES, INC. with offices located at 625 Route 6, Mahopac, New York 10541 (hereinafter referred to as "Claims Manager") and Town of Putnam Valley with its office located at 265 Oscawana Lake Rd, Putnam Valley, NY 10579 (hereinafter referred to as ("Company")).

**WHEREAS**, Company desires that Claims Manager provide certain claims management services as set forth in this Service Agreement; and

**WHEREAS**, Claims Manager agrees to perform the services for 3<sup>rd</sup> party guardrail property damage claim reporting and recovery on behalf of Company under certain terms and conditions;

**NOW THEREFORE**, in consideration of the foregoing, the mutual promises set forth in this Service Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

### I. TERM OF AGREEMENT.

This Claims Agreement shall become effective August 12, 2024, and shall remain in force until modified or replaced by a subsequent addendum or agreement mutually agreed upon by both parties or until terminated as provided herein.

### II. DUTIES AND RESPONSIBILITIES OF CLAIMS MANAGER.

- A. Subject to all the terms and conditions of this Claims Agreement, the Company hereby delegates to the Claims Manager the authority and responsibility to provide claims reporting and recovery services associated with the claims provided by Company.
- B. In connection with its authority and responsibilities under this Claims Agreement, the Claims Manager shall:
  - 1. Receive and examine any Claim provided by the Company for processing with the Carrier.
  - 2. Perform all administrative, processing, and clerical work in connection with the Claims.
  - 3. Claims Manager will invoice Company upon completion.
- C. Each party shall:
  - 1. Comply with all Laws applicable to the services provided under this Claims Agreement, including but not limited to obtaining and maintaining all appropriate licenses for all jurisdictions in which it performs services with respect to processing and administering the services under this Agreement.
  - 2. Handle in accordance with any and all regulatory requirements any complaints or inquiries by any regulatory authority.

## II. FEES AND CHARGES.

In consideration for the Claims Manager providing the services under this Claims Agreement, the Claims Manager shall invoice Company in the amount of \$350 per Claim submitted to the applicable insurance carrier.

## IV. COMPANY DUTIES.

- A. The Company shall pay the compensation set forth in Section III within ten (10) business days of the date of the Company receives payment from the Claim from the applicable insurance carrier.
- B. The Company shall cooperate with the Claims Manager and shall provide the Claims Manager with all information reasonably necessary to permit the Claims Manager to complete its duties under this Claims Agreement.

## VI. ACCOUNTING, CLAIM RECORDS, REPORTS & DATA DELIVERY.

- A. Claim Records. The Claims Manager shall prepare, keep and maintain the Claim Records. The Claim Records shall be compiled and kept in accordance with the Company's Data Delivery Method, generally accepted insurance and accounting practices, and applicable Law. Claims Manager shall retain the Claim Records during the term of this Claims Agreement and for such period of time as may be required by law. Before beginning destruction of the Claim Records, Claims Manager will provide notice to the Company and Company may request a copy of the Claims Records at Company's expense.
- B. Ownership. The Claim Records are the joint property of the Company and the Claims Manager. The Claims Manager may retain copies of the Claim Records.
- C. Examination. The Company, its reinsurers, and any regulatory authority shall have access to and the right to copy the Claim Records in the possession of the Claims Manager for the purpose of examining the Claims Manager with respect to all transactions in connection with the Claims. Except upon order of a court or regulatory authority, access shall be upon five (5) business days written notice and during Claims Manager's regular business hours. Any expenses incurred by the Company for audits or examinations conducted by a regulatory authority or by the Company shall be borne by the Company.
- D. Statistical and Regulatory Reporting. The Company shall be responsible for completing any filings or reporting required by statistical agencies, regulatory authorities or Law.

## V. INDEMNIFICATION.

- A. Claims Manager's Indemnity. The Claims Manager agrees to defend and indemnify the Company against and in respect of any and all claims (not including the Claims), demands, actions, proceedings, liability, losses, damages (except consequential damages), including, without limitation, attorneys' fees and court costs, incurred by the Company to the extent arising from (i) the gross negligence of the Claims Manager in discharging its obligations to the Company or, (ii) failure by the Claims Manager or its employees or representatives to perform their obligations under or relating to this Claims Agreement.
- B. Company's Indemnity. The Company agrees to defend and indemnify the Claims Manager, its parent, subsidiaries, affiliates, successors and assigns, and the shareholders, directors, officers, agents and employees of any of them (collectively the "Claims Manager Indemnitees"), against

and in respect of any and all claims (not including the Claims), demands, actions, proceedings, liability, losses, damages (except consequential damages), including, without limitation, attorneys' fees and court costs, made or instituted against or incurred by the Claims Manager Indemnitees, or any of them, and which, directly or indirectly, arise out of or relate to (i) gross negligence of the Company, or its employees or representatives, in discharging its obligations to the Claims Manager; (ii) any failure by the Company, or its employees or representatives, to perform its obligations under or relating to this Claims Agreement; and (iii) any failure by the Company to pay Claims Manager within the date of any such invoice.

- C. Notification. Either party who intends to claim their right of indemnification hereunder shall promptly notify the other party when it receives notice of the commencement of any action or proceeding related to such claim or alleged liability, and such other party shall be entitled to participate in such action with counsel satisfactory to both parties.

#### **VI. TERMINATION OF AGREEMENT.**

Termination. This Claims Agreement may be terminated by either party, without cause, by giving the other party not less than sixty (60) days prior notice of such termination.

- VII. Governing Law.** This Claims Agreement and any disputes arising out of it or relating to it shall be governed in all respects, including its validity, construction and performance, by the Laws of the State of New York applicable to contracts to be performed in the State of New York.

#### **XIII. CONFIDENTIALITY.**

- A. The parties shall hold and cause their respective affiliates, employees, and other representatives and agents, to hold, in strict confidence, Confidential Information of or concerning the other party unless (i) compelled to disclose by judicial or administrative process, or (ii) required to disclose to perform the obligations under this Claims Agreement. In the event either party is compelled to disclose Confidential Information by judicial or administrative process, that party shall provide immediate written notice to the other party and assist that party in seeking an order protecting such Confidential Information from disclosure.
- B. All non-public financial information shall be kept confidential and in accordance with all applicable Laws.

#### **XIV. OTHER TERMS AND CONDITIONS.**

- A. Assignment. Neither party may assign this Claims Agreement in whole or part without the prior written consent of the other party.
- B. Headings. The headings preceding the text of the articles and paragraphs of the Claims Agreement are intended and inserted solely for the convenience of reference and shall not affect the meaning, construction or effect of the terms of this Claims Agreement.
- C. Notices. Wherever notice is required under this Claims Agreement, it shall be in writing, and shall be delivered (a) by certified mail, postage prepaid, return receipt requested, or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Company at:

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

Attn:

If to the Claims Manager at:

Brown & Brown Insurance Services, Inc.  
625 Route 6  
Mahopac, New York 10541  
Attn:

With Copy to:  
Brown & Brown, Inc.  
300 N Beach Street  
Daytona Beach, Florida 32114  
Attn: Legal Department

or to such other address as either party may from time to time specify in writing to the other party in accordance with the terms of this Notice provision. Any notice shall be effective only upon delivery.

- D. Independent Contractor. This Claims Agreement is not a contract of employment and nothing contained in this Claims Agreement shall be construed to create the relationship of joint venture, partnership, or employer and employee between Company and Claims Manager, it being understood and agreed that Claims Manager is an independent contractor of the Company with all rights, duties and powers as such.
- E. Negotiated Agreement. This Claims Agreement has been negotiated by the parties and the fact that the initial and final draft shall have been prepared by Company shall not be used in any form in the construction or interpretation of this Claims Agreement of any of its provisions.
- F. Severability. if any term or provision of this Claims Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Claims Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Claims Agreement and this Claims Agreement shall otherwise continue on and be given full force and effect. if any provision or part thereof of this Claims Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision,
- G. Entire Agreement. This Claims Agreement and all other exhibits and schedules referred to in this Claims Agreement constitute the final, complete, and exclusive statement of the terms of the Claims Agreement between the parties pertaining to the subject matter of this Claims Agreement and supersedes all prior and contemporaneous understandings or Claims Agreement of the parties. This Claims Agreement may be amended, supplemented, altered or modified only in writing signed by both parties. Manuals, rules, regulations, Underwriting Guidelines, instructions and directions issued in writing by Company to the Claims Manager from time to





time as provided in this Claims Agreement, shall bind the parties as though a part of this Claims Agreement.

- H. Third Party Beneficiary. Nothing in this Claims Agreement, except as expressly stated herein, is intended to create any benefit for any third party.
- I. Compliance with Laws. The parties agree and warrant to the other that it is and will remain in compliance with all applicable Laws, including, without limitation, the Violent Crime Control and Law Enforcement Act of 1994, the insurance provisions of 18 U.S.C. § 1033 (which makes it a crime for an insurance company to do business with a felon or person who has breached fiduciary obligations unless such individual has obtained a waiver from an appropriate regulatory authority), the Gramm-Leach Bliley Act (concerning non public financial information), and escheat and abandoned property laws.
- J. Counterparts. This Claims Agreement may be executed by facsimile or electronic mail in duplicate counterparts each of which shall be deemed an original but both of which when taken together shall be deemed one and the same document.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date of August 12, 2024.

**COMPANY:**

**CLAIMS MANAGER:**

Town of Putnam Valley

Brown & Brown Insurance Services, Inc.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

12a

To: Town Board  
From: Frank DiMarco, Parks and Recreation Director  
Subject: Parks and Recreation Refunds  
Date: August refunds 2024

|                                                                          |                                                                  |
|--------------------------------------------------------------------------|------------------------------------------------------------------|
| Macarena Ona Sandoval<br>26 James Drive Apt B<br>Putnam Valley, NY 10579 | \$500.00<br>LPCC<br>Deposit refund                               |
| Obed Noguera<br>95 Lake Drive<br>Lake Peekskill, NY 10537                | \$500.00<br>LPCC<br>Deposit refund                               |
| Johanna Cabrera<br>155 Tanglewylde Road<br>Lake Peekskill, NY 10537      | \$500.00<br>LPCC<br>Deposit refund                               |
| Aphrodities Harris<br>25 Wild Birch Farms<br>Cortlandt Manor, NY 10567   | \$76.00<br>PV Day Camp<br>Doctor's note for illness              |
| Elizabeth Mancusi<br>8 Pecocho Road<br>Lake Peekskill, NY 10537          | \$387.50<br>PV Day Camp<br>Doctor's note for illness and injury  |
| Anthony Tyndal<br>56 Northway<br>Lake Peekskill, NY 10537                | \$500.00<br>LPCC<br>Deposit refund                               |
| Ligia Cordon<br>20 Clubhouse Road<br>Putnam Valley, NY 10579             | \$500.00<br>LPCC<br>Deposit refund                               |
| Jessica Mimnaugh<br>10 Cayuga Road<br>Putnam Valley, NY 10579            | \$200.00<br>Park Usage<br>Pavilion fee returned due to no water. |

Cosme Tellez  
37 Unadilla Road  
Putnam Valley, NY 10579

\$200.00  
Park Usage  
Pavilion fee returned due to no  
water.

Jean Boland  
149 Cross Road  
Stormville, NY 12582

\$200.00  
Programs  
Football camp wk 2 cancelled/low  
enrollment.

Laura Helm  
36 Alta Road  
Lake Peekskill, NY 10537

\$200.00  
Programs  
Football camp wk 2 cancelled/low  
enrollment.

Anton Paloka  
2 Wildflower Lane  
Putnam Valley, NY 10579

\$400.00  
Programs  
Football camp wk 2 cancelled/low  
enrollment 2 children.

Melissa DeJesus  
925 Parkway Place  
Yorktown Heights, NY 10598

\$200.00  
Programs  
Football camp wk 2 cancelled/low  
enrollment.

Tara Platt  
70 Oak Ridge Drive  
Putnam Valley NY 10579

\$110.00  
Day Camp  
Trip Cancelled

Amy James  
75 Walnut Rd  
Lake Peekskill NY 10537

\$110.00  
Day Camp  
Trip Cancelled

Bethany Potillo  
39 Hollowbrook Lane  
Cortlandt Manor NY 10567

\$55.00  
Day Camp  
Trip Cancelled

Bridgette Rocha  
3736 Foot Hill Rd  
Mohegan Lake, NY 10547

\$55.00  
Day Camp  
Trip Cancelled

Allison Gurdineer  
42 East Hill Rd  
Cortlandt Manor NY 10567

\$55.00  
Day Camp  
Trip Cancelled

Karoline Reynolds  
2 Foot Hill Street  
Putnam Valley NY 10579

\$55.00  
Day Camp  
Trip Cancelled

Katrina Salubro  
36 Nashua Rd  
Putnam Valley NY 10579

\$55.00  
Day Camp  
Trip Cancelled

Catherine Scrocca  
191 Church Rd  
Putnam Valley NY 10579

\$55.00  
Day Camp  
Trip Cancelled

Taniya Mazzullo  
101 Pudding Street  
Putnam Valley NY 10579

\$110.00  
Day Camp  
Trip Cancelled

Jennifer Ryan  
12 Cedar Rd  
Lake Peekskill NY 10537

\$505.00  
Day Camp  
Doctors note cannot participate

Tatiana Villa  
1144 Orchard Street  
Peekskill, NY 10566

\$225.00  
Programs  
tennis camp cancelled (2 children)

Mathew Larsen  
356 Dennytown Road  
Putnam Valley, NY 10579

\$120.00  
Programs  
tennis camp cancelled

126

From: Frank DiMarco, Parks and Recreation

Subject: Personnel

Date: August 1, 2024

Please approve the following additions/changes to personnel.

1. Mia Rose Calvario, Substitute Day Camp Counselor @ \$12.50 hr.
2. Emma Stewart, Seasonal Lifeguard @ \$17.00 hr.



12c

## **PARKS & RECREATION**

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TO: TOWN BOARD & Supervisor Annabi  
FROM: Annie Spinelli, Director, Children's Center  
SUBJECT: Childcare Stabilization Grant of 2020  
DATE: August 12, 2024

---


RESOLVE, that the Town Board approve the reimbursement of funds in the sum of \$67,434.00 received by the Town in 2021 under the Childcare Stabilization Grant of 2020, as set forth below. These funds were required to be spent by September 30, 2023 and very strict parameters were set within which these funds could be allocated. Unfortunately, as a result of those limitations, we were ineligible to use all of the funding received.

Under License # 40119, representing funds provided to the Children's Center located at Putnam Valley Elementary School, the sum of \$6,944.00 must be returned to New York State. A total sum of \$89,200.00 was awarded under the terms of the grant, \$82,256.00 was spent.

Under License # 239587, representing funds provided to the Children's Center located at Putnam Valley Middle School, the sum of \$60,490.00 must be returned to New York State. A total sum of \$122,700.00 was awarded under the terms of the grant, \$62,210.00 was spent.

13a

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 8/5/2024  
**Re:** Barger Pond and Lookout Manor Closing labor costs


---

I formally request that the Town Board authorize \$350 to be paid to Brendan O'Brien for the closing of Barger Pond for the 2024 season. The cost will be covered by the district.

I also request that the Town Board authorize \$350 to be paid to Brendan O'Brien for the closing of Lookout Manor for the 2024 season. The cost will be covered by the district.

TOWN OF PUTNAM VALLEY  
DISTRICTS

To: Town Board

From: Karen Kroboth – District Clerk 

Date: 8/5/2024

Re: Seasonal district appointments 2024

---


I formally request the Town Board appoint the following personnel to be used as needed for the Lake Districts. They will be paid at the hourly rate listed below, with no benefits. The cost will be paid for by the district for which they are working.

- Mathew Florio \$26.00/hr
- Brendan O'Brien \$24.50/hr
- Mike Smith \$24.00/hr



13c

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 8/14/2024  
**Re:** LPID Garage water improvements proposal and fee waivers

---

I formally request the Town Board authorize the Supervisor to accept the attached proposal from Insite Engineering, 3 Garrett Place, Carmel, NY 10512, to prepare and obtain the Putnam County Department of Health permits for a sewage holding tank and the connection to the existing well to the existing bathroom at the LPID Highway Garage, 57 Riechert St. This includes the preparation of the applications and construction drawings for the external building improvements. The proposal is attached.

The cost of the PCDOH permitting is \$2,600

The cost of the construction support and PCDOH closeout is \$2,400

Town Permitting – I request that any building and/or wetlands fees be waived as this is District property.

The fees stated in this proposal do not include any services beyond those stated.

The funds to cover this project will come from the Lake Peekskill budget.



August 14, 2024

Ms. Karen Kroboth  
Lake Peekskill Improvement District  
Highway Garage Sewage Holding Tank  
57 Reichert Street  
Lake Peekskill, NY 10537

Via Email: [kkroboth@putnamvalley.gov](mailto:kkroboth@putnamvalley.gov)

RE: Lake Peekskill Improvement District  
Highway Garage Sewage Holding Tank  
57 Reichert Street  
Town of Putnam Valley, New York  
TM 83.72-1-51

Dear Ms. Kroboth:

Pursuant to your request, our firm, Insite Engineering, Surveying & Landscape Architecture, P.C. (Insite), is pleased to present this proposal for professional services. We understand you seek to permit a sewage holding tank and connect an existing well to the existing bathrooms in the Highway Garage.

It is proposed to prepare applications and construction drawings for external building improvements to obtain Putnam County Department of Health (PCDOH) permits for the holding tank and connection of an existing well. It is our understanding that you have engaged an MEP Engineer to complete the internal plumbing design required in the building to put the bathroom in use. It is our understanding that the construction may be self-performed and it is not the current plan to put the project out to bid.

Insite will perform the following tasks:

1. PCDOH Permitting:

It is proposed to use available mapping to complete the PCDOH permitting. Insite will complete required applications, engineers report and drawings required for a construction permit.

Holding tank well location.

(Budget \$2,600.00)

2. Construction Support and PCDOH closeout:

It is proposed to make field observations as required for PCDOH close out. The budget below includes 3 site visits during construction and a total of 12 manhours for the inspection. Insite will prepare an as-built drawing, construction compliance and submit to PCDOH.

(Budget \$2,400.00)

3. Town Permitting:

It is our understanding that no Planning Board review is required. The only Town permitting required is a Commence Work Permit, processed with the Building Department. Insite will

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3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717  
[www.insite-eng.com](http://www.insite-eng.com)

August 14, 2024

coordinate the processing of this permit. If it is determined additional Town permitting is required, a budget will be provided for additional scope at that time.

(Budget \$500.00)

4. Other tasks as requested by you in support of the project.

(Budget to be determined, if needed).

Insite's services will be billed monthly on a time and materials basis for actual hours expended in accordance with the fee schedule in effect at the time the services are performed. Attached is Insite's current Fee Schedule, and General Terms and Conditions.

The fees stated in this proposal do not include the following:

- Engineering services beyond those stated.
- Surveying services.
- Architectural services.
- Plumbing design services.
- Bid documents.
- Water testing services.
- Procurement of a building or plumbing permit.
- Services resulting from significant changes in the general scope, extent, or character of the project, or its design, beyond the control of Insite.
- Reimbursable expenses per attached fee schedule.

Insite will require a retainer in the amount of Two Thousand Dollars (\$2,000.00) which will be credited upon project completion.

Should you find this proposal acceptable, and wish to retain Insite to provide professional services, please sign the Authorization to Proceed section that follows, and return it to our office along with the required retainer. A fully executed copy of this proposal will be returned to you for your files.

This proposal is valid for 30 days from the date of this letter.

Thank you for this opportunity to submit this proposal. Should you have any questions or require any additional information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By: EMS  
Eric M. Schlobohm, P.E., Sr. Associate  
Senior Project Engineer

EMS/amk

Insite File 00006.5534

August 14, 2024

### **AUTHORIZATION TO PROCEED**

This will authorize Insite Engineering, Surveying & Landscape Architecture, P.C. to proceed with professional services in accordance with this Proposal, and confirms the Client's acceptance of the attached Fee Schedule, and General Terms and Conditions (Agreement). Upon Insite's acceptance of this Proposal or commencement of the services, the Proposal, Fee Schedule and General Terms and Conditions shall constitute the Agreement between the Client and Insite.

In order to help us respond to your concerns promptly, please provide the following information pertinent to this project: address if other than on proposal, contact person if other than yourself, and phone numbers where you and/or contact may be reached during the day.

|                    |                 |
|--------------------|-----------------|
| Signature: _____   | Contact: _____  |
| Client Name: _____ | Office #: _____ |
| Date: _____        | Fax #: _____    |
| Address: _____     | Cell #: _____   |
| _____              | Email: _____    |

### **INSITE ACCEPTANCE:**

|                    |             |
|--------------------|-------------|
| Accepted By: _____ | Date: _____ |
|--------------------|-------------|

Insite File No. 00006.5534



## 2024 PROFESSIONAL SERVICE FEE SCHEDULE

(Page 1 of 2)

|                                                                                     |            |
|-------------------------------------------------------------------------------------|------------|
| Senior Principal                                                                    | \$218./hr. |
| Principal                                                                           | \$202./hr. |
| Senior Project Personnel (Engineer, Landscape Architect, Surveyor)                  | \$184./hr. |
| Project Personnel (Engineer, Landscape Architect, Surveyor, Designer)               | \$170./hr. |
| Engineer, Landscape Architect, Surveyor                                             | \$154./hr. |
| Senior Inspector, Senior Technician II (Field, Survey)                              | \$148./hr. |
| Senior Designer, Senior Technician I (Field, Survey)                                | \$142./hr. |
| Design Engineer, Landscape Designer, CADD Specialist, Technician II (Field, Survey) | \$134./hr. |
| Designer, Technician I (Field, Survey)                                              | \$122./hr. |
| CADD Operator, Technician (Field, Survey)                                           | \$100./hr. |
| Junior Technician                                                                   | \$88./hr.  |
| Administration                                                                      | \$64./hr.  |
| Survey Field Crew (2-person)                                                        | \$246./hr. |
| Survey Field Crew (1-person)                                                        | \$186./hr. |

Survey field crew rates stated are not based on prevailing wage rates. Assignments requiring prevailing wage rate surveying will require rate adjustments based on applicable prevailing wage rates specific to the assignment.

All hours are billed portal to portal, and to the nearest 0.5 hours. In addition, Insite charges for expenses relating to mileage, special equipment, plotting, printing, postage, express deliveries, and related items.

## 2024 GENERAL TERMS AND CONDITIONS

**Insite** shall mean only INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C., and Client shall mean the party that executed the attached Agreement.

**Payment** Unless otherwise provided in this Agreement, Insite shall invoice Client as provided in the attached agreement. Insite submits invoices on a monthly basis or upon completion of each task, whichever comes first.

Invoices are payable within 15 days of the invoice date. Accounts remaining unpaid more than 15 days after the invoice date are subject to 1 percent interest per month (12 percent annually), starting from the date of the invoice. In addition, Insite may, after 30 days from the date of the invoice, suspend services until Insite is paid in full for amounts due for services rendered.

**Changes in Scope** Client shall have the right within the general purpose and intent of the project to change, add or delete items from services in writing and subject only to the agreement of Insite with respect to the effect on cost and schedule.

**Non-Responsibility** Insite shall not be responsible for other project consultants, construction means and methods, site safety, or pollution control.

**Client Responsibilities** Client shall on a continuing basis throughout the term of this Agreement; maintain a designated representative, who shall be reasonably available to meet with Insite on Client's behalf; provide Insite with all relevant project related data available to Client; and unless otherwise provided arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by Insite for performance of services.

# Insite Engineering, Surveying & Landscape Architecture, P.C.

## 2024 GENERAL TERMS AND CONDITIONS (Page 2 of 2)

**Change in Law** Client shall bear the cost of any material change in, or addition to, services resulting from a change in law or interpretation effective after the date of this Agreement.

**Force Majeure** Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event or circumstance beyond its reasonable control.

**Other Use of Results** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of Insite in performing services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the project and are intended solely for use by Client in connection with the project. Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon Insite's receipt of payment in full. Client agrees to defend, indemnify and hold harmless Insite from and against any and all losses arising from Client's direct or indirect use of Documents or Results, other than for their intended use in connection with project.

**Release of Digital Files** Insite at its sole discretion may provide the client with digital files in accordance with Insite's Digital File User Agreement. Should electronic files be issued, they are issued for convenience only, and are not certified by Insite.

**Indemnification** Subject to the provision of these General Terms and Conditions, Insite agrees to indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees, successors and assigns. To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of Insite, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold Insite harmless from losses arising in connection with project.

**Arbitration** Any dispute arising with respect to or pursuant to any clause or provision of this Agreement shall be referred to arbitration in accordance with the provisions of the American Arbitration Association (New York) as amended. In any dispute there shall be one arbitrator. The cost of the arbitrator shall be split equally between the participating parties. The decision of the arbitrators shall be final and binding upon all parties and the decision, except for the enforcement of the same, shall not be subject to any action or proceeding in any court.

**Insurance** Throughout the term of this Agreement, Insite shall maintain insurance including Worker's Compensation; Automobile; General Liability; and Professional Liability insurance.

**Liability** The maximum liability of Insite, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to these General Terms & Conditions shall be limited to the cost of the services, or \$1,000,000, whichever is less.

**Limitation of Damages** The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.

**Suspension of Services** Client shall have the right to suspend all or part of the services, provided Client gives Insite at least seven (7) days' notice of the dates each suspension is to begin and end.

**Termination** Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice. In the event this Agreement is terminated by either party, Client shall pay in full for services performed and costs reasonably incurred by Insite, its agents and subcontractors up to the effective date of termination.

**Assignment** Except as otherwise provided herein, this Agreement shall not be assignable by either party, in whole or in part, without the prior written consent of the other party.

**Notice** All notices shall be given to the other party in writing by electronic delivery, hand delivery, express mail, or U.S. mail service providing proof of delivery.

**Integration** This Agreement shall constitute the entire agreement between the parties.

**Modification** This Agreement shall not be modified or replaced, in whole or in part, except by written amendment.


**Interpretation** This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York.

**Severability** If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.

**Waiver** Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

13d

TOWN OF PUTNAM VALLEY  
DISTRICTS

**To:** Putnam Valley Town Board  
**From:** Karen Kroboth, District Clerk   
**Date:** 8/14/2024  
**Re:** LPID Garage well improvement and fee waivers

---

I formally request the Town Board authorize the Supervisor to accept and sign the attached proposal from J. Meister Pumps and Plumbing to install a new well pump at the LPID Highway Garage. Currently the building does not have running water. Work on this project will begin after all permitting is complete. The cost of the project is not to exceed \$7,000. The funds will come from the Lake Peekskill District budget.

I also request that all Town permitting fees be waived.

## J.Meister Pumps and Plumbing

47 McGrath Terrace  
Fishkill, New York 12524  
845-592-9592

jmeisterpumps@gmail.com | JMeisterpumps.com



### RECIPIENT:

#### Town of Putnam Valley - LPID

Lake Peekskill, New York 10537

### Quote #547

Sent on

May 24, 2024

Total

\$6,953.00

| Product/Service                    | Description                                                                                                                               | Qty. | Unit Price | Total       |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------|------------|-------------|
| 3/4 HP 7GPM Well Pump Installation | Install new Pentair well pump set at 200ft                                                                                                | 1    | \$2,250.00 | \$2,250.00* |
| Wire 12/2                          | 12/2 twisted well wire                                                                                                                    | 200  | \$2.95     | \$590.00*   |
| Poly Pipe                          | 1" 160 PSI well pipe                                                                                                                      | 200  | \$2.70     | \$540.00*   |
| 44 Gal Water Tank                  | Install 44 gal water tank with tank tee and components                                                                                    | 1    | \$1,850.00 | \$1,850.00* |
| Misc                               | Install pitless adapter and BOH approved well cap at well head. Install water and electric between building and well in a pre dug trench. | 1    | \$850.00   | \$850.00    |
| Water Heater 50 Gal Elec           | Install 50 gal electric water heater                                                                                                      | 1    | \$1,600.00 | \$1,600.00* |
| Filter 2x10                        | Install 2x10 whole house filter with bypass                                                                                               | 1    | \$500.00   | \$500.00    |

This estimate is to have a new well pump and installed into an existing well. We would need to have the existing well pump and pipe removed from the system first. And a trench dug between building and well in order to install new water and electrical lines.

Also to install a new water tank, with filter set up. And a new electric water heater next to the water tank. If any electric work needs to be done at the panel box, an electrician would need to run the electrical.

This quote is valid for the next 30 days, after which values may be subject to change.

All prices refer a discounted cash price. There will be a 3.5% additional charge if

|                  |              |
|------------------|--------------|
| Subtotal         | \$8,180.00   |
| Discount (15.0%) | - \$1,227.00 |
| Total            | \$6,953.00   |



## J.Meister Pumps and Plumbing

47 McGrath Terrace

Fishkill, New York 12524

845-592-9592

jmeisterpumps@gmail.com | JMeisterpumps.com



### Notes Continued...

paid any way other than cash.

\* Non-taxable

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

14

# Town of Putnam Valley

## M5 Standard Fee Report Paid Only

From 07/01/2024 To 07/31/2024

| Count by Type             |       |       |             |
|---------------------------|-------|-------|-------------|
| Fee Type                  | Count | Count | Amount      |
| ADDITION/ALTERATION       | 10    |       | \$6,246.00  |
| AREA VARIANCE             | 7     |       | \$2,000.00  |
| CW                        | 1     |       | \$75.00     |
| DECK                      | 1     |       | \$75.00     |
| DEM/R                     | 1     |       | \$100.00    |
| ELECTRI APP/NY ELEC       | 5     |       | \$200.00    |
| ELECTRIC APP/SWIS         | 15    |       | \$600.00    |
| FENCE/WALL                | 5     |       | \$375.00    |
| GAS/PROPANE               | 10    |       | \$800.00    |
| GENERATOR PERMIT          | 2     |       | \$150.00    |
| HVAC                      | 11    |       | \$1,125.00  |
| Major Grading Fee         | 1     |       | \$500.00    |
| MG                        | 2     |       | \$150.00    |
| MI                        | 5     |       | \$815.00    |
| OIL TANK                  | 7     |       | \$825.00    |
| OPERATING PERMIT          | 2     |       | \$225.00    |
| PERMIT FEE                | 5     |       | \$1,034.00  |
| PL                        | 6     |       | \$610.00    |
| PUBLIC HEARING            | 1     |       | \$300.00    |
| RENEWAL                   | 9     |       | \$3,335.00  |
| RU                        | 1     |       | \$125.00    |
| SEARCH                    | 23    |       | \$4,600.00  |
| Site Development Plan Fee | 1     |       | \$500.00    |
| WELL                      | 1     |       | \$75.00     |
| WETADM                    | 1     |       | \$50.00     |
| WETL                      | 1     |       | \$100.00    |
| WOOD STOVE PERMIT         | 1     |       | \$75.00     |
| WT/S                      | 4     |       | \$400.00    |
|                           | 143   |       | \$25,465.00 |

FEE TYPES

|                            |                                                  |
|----------------------------|--------------------------------------------------|
| ADDITION/ALTERATION        | Permits for Additions/Alterations                |
| BLASTING                   | Permits to Blast                                 |
| CW                         | Commence Work Permit                             |
| CREDIT CARD FEE            | Credit Card Fee charged for usage of credit card |
| DEM/R                      | Demolition/Residential                           |
| ELECTRIC APP/NY ELECTRICAL | Electric application/NY Electrical               |
| ELECTRIC APP/SWISS         | Electric application/Swis                        |
| FENCE/WALL                 | Permit for Fence/Wall                            |
| GAS/PROPANE                | Permit for Propane Gas Installation              |
| GENERATOR PERMIT           | Generator Installation                           |
| HVAC                       | Heating, Vent., A/C Permit                       |
| IN GROUND POOL             | Permit for In Ground Pool                        |
| MG                         | Minor Grading Permit                             |
| MI                         | Miscellaneous Building Permit                    |
| OPERATING PERMIT           | Operating Permits /Commercial                    |
| PERM                       | Building Permits                                 |
| PERNC                      | New Construction Permits                         |
| PL                         | Plumbing Permits                                 |
| RE                         | Renewal Building Permits                         |
| RHCS                       | Rock Hammer Crush Shatter Rock Permit            |
| RU                         | Spec. Use Renewal                                |
| SEARC                      | Municipal Search                                 |
| TENT                       | Tent Permit                                      |
| TREE                       | Tree Permit                                      |
| WETADM                     | Wetland Administrative Fee                       |
| WETL                       | Wetland Permit Application Fee                   |
| WT/S                       | Wetland Screening                                |

## TOWN OF PUTNAM VALLEY

## Budget Adjustment Form

Year: 2024 Period: 8 Trans Type: B1 - Transfer Status: Posted  
Trans No: 119202 Trans Date: 08/07/2024 User Ref: MANGELICO  
Requested: Approved: Created by: MANGELICO 08/07/2024  
Description: YTD AUGUST BUDGET TRANSFERS - GENERAL FUND Account # Order: Yes  
Print Parent Account: No

| Account No.   | Account Description              | Amount     |
|---------------|----------------------------------|------------|
| A.1010.416    | TOWN BOARD.DEVELOPMENT PROJECTS  | 6,075.00   |
| A.1375.400    | CREDIT CARD FEES.CONTRACTUAL     | 117.00     |
| A.1380.400    | FISCAL AGENT FEES.CONTRACTUAL    | 2,500.00   |
| A.1410.110    | TOWN CLERK.PERSONAL SERVICE      | -10,000.00 |
| A.1410.130    | TOWN CLERK.COMP EMPLOYEES        | 10,000.00  |
| A.1440.410    | ENGINEER.STORMWATER PHASE II     | 1,000.00   |
| A.1440.411    | MS4.COUNTY CONTRACT              | 834.95     |
| A.1620.200    | BUILDINGS.EQUIPMENT              | -569.98    |
| A.1620.440    | BUILDINGS.SUPPLIES & MAINTENANCE | 569.98     |
| A.1930.400    | JUDGMENTS & CLAIMS               | 287.96     |
| A.1990.400    | CONTINGENT ACCOUNT               | -6,075.00  |
| A.1990.400    | CONTINGENT ACCOUNT               | -2,617.00  |
| A.1990.400    | CONTINGENT ACCOUNT               | -1,000.00  |
| A.1990.400    | CONTINGENT ACCOUNT               | -834.95    |
| A.1990.400    | CONTINGENT ACCOUNT               | -287.96    |
| A.1990.400    | CONTINGENT ACCOUNT               | -250.00    |
| A.1990.400    | CONTINGENT ACCOUNT               | 12,484.64  |
| A.5010.424    | HIGHWAY SUPT.CONTRACTUAL         | 250.00     |
| A.7021.400    | PROGRAMS.SUPPLIES                | -10,000.00 |
| A.7022.400    | CAMP.SUPPLIES                    | 12,097.91  |
| A.7110.200    | PARKS.EQUIPMENT                  | 2,740.90   |
| A.7110.400    | PARKS.CONTRACTUAL                | -2,740.90  |
| A.7310.400    | CHILDRENS CENTER.CONTRACTUAL     | -2,097.91  |
| A.9785.600    | INSTALLMENT DEBT.PRINCIPAL       | -11,215.12 |
| A.9785.700    | INSTALLMENT DEBT.INTEREST        | -1,269.52  |
| Total Amount: |                                  | 0.00       |

## TOWN OF PUTNAM VALLEY

## Budget Adjustment Form

Year: 2024 Period: 8 Trans Type: B2 - Amend Status: Posted  
Trans No: 119203 Trans Date: 08/07/2024 User Ref: MANGELICO  
Requested: Approved: Created by: MANGELICO 08/07/2024  
Description: YTD AUGUST BUDGET AMENDMENTS - GENERAL FUND Account # Order: Yes  
Print Parent Account: No

| Account No.   | Account Description                       | Amount     |
|---------------|-------------------------------------------|------------|
| A.1420.400    | LAW.SPECIAL LEGAL COUNSEL                 | 22,145.10  |
| A.1660.424    | CENTRAL SERVICE.CONTRACTUAL               | 6,000.00   |
| A.2989.100    | CHILDCARE GRANT.PERSONAL SERVICE          | 13,900.00  |
| A.3310.200    | SIGNS.TRAFFIC SIGNS                       | 1,235.00   |
| A.3620.424    | INSPECTORS.CONTRACTUAL                    | 55,264.60  |
| A.6326.400    | ECONOMIC OPPORTUNITY PROGRAMS.CONTRACTUAL | 5,850.00   |
| A.7550.400    | TOWN DAY.EXPENSES                         | 3,600.00   |
| Total Amount: |                                           | 107,994.70 |

## TOWN OF PUTNAM VALLEY

## Budget Adjustment Form

Year: 2024 Period: 8 Trans Type: B1 - Transfer Status: Posted  
Trans No: 119200 Trans Date: 08/01/2024 User Ref: MANGELICO  
Requested: Approved: Created by: MANGELICO 08/01/2024  
Description: YTD AUGUST BUDGET TRANSFERS Account # Order: Yes  
Print Parent Account: No

| Account No.   | Account Description                  | Amount    |
|---------------|--------------------------------------|-----------|
| SM01.1640.471 | GARAGE.GAS, OIL, AND GREASE          | -2,500.00 |
| SM01.1640.472 | GARAGE.TRUCK MAINTENANCE             | 2,500.00  |
| SM03.1630.400 | ADMIN & CLERICAL.EXPENSE             | 100.00    |
| SM03.7180.410 | BEACH.TAGS & PARKING STICKERS        | 20.00     |
| SM03.7180.471 | BEACH.MAINTENANCE AND REPAIRS        | -120.00   |
| SM04.1610.130 | CLERICAL COMPENSATION                | 0.01      |
| SM04.7110.120 | RECREATION.LIFEGUARDS                | -0.01     |
| SM05.7180.400 | BEACH.SUPPLIES                       | 10.00     |
| SM05.7180.410 | BEACH.TAGS & PARKING STICKERS        | 325.00    |
| SM05.7180.471 | BEACH.MAINTENANCE AND REPAIRS        | -10.00    |
| SM05.7180.471 | BEACH.MAINTENANCE AND REPAIRS        | -325.00   |
| SM06.1610.130 | CLERICAL COMPENSATION                | 0.01      |
| SM06.7110.120 | RECREATION.LIFEGUARDS                | -0.01     |
| SM06.7180.410 | BEACH.TAGS & PARKING STICKERS        | 25.00     |
| SM06.7180.471 | BEACH.MAINTENANCE AND REPAIRS        | -25.00    |
| SM07.7180.400 | BEACH.SUPPLIES                       | 10.00     |
| SM07.7180.410 | BEACH.TAGS & PARKING STICKERS        | -10.00    |
| SM08.1420.400 | SPECIAL LEGAL COUNSEL                | -30.00    |
| SM08.1630.400 | ADMIN & CLERICAL.EXPENSE             | 30.00     |
| SM08.7180.400 | BEACH.SUPPLIES                       | 25.00     |
| SM08.7180.410 | BEACH & BOAT TAGS & PARKING STICKERS | 150.00    |
| SM08.7180.471 | BEACH.MAINTENANCE AND REPAIRS        | -175.00   |
| Total Amount: |                                      | 0.00      |

## TOWN OF PUTNAM VALLEY

## Budget Adjustment Form

Year: 2024 Period: 8 Trans Type: B2 - Amend Status: Posted  
Trans No: 119201 Trans Date: 08/01/2024 User Ref: MANGELICO  
Requested: Approved: Created by: MANGELICO 08/01/2024  
Description: YTD AUGUST BUDGET AMENDMENTS Account # Order: Yes  
Print Parent Account: No

| Account No.   | Account Description         | Amount     |
|---------------|-----------------------------|------------|
| SM01.1640.471 | GARAGE.GAS, OIL, AND GREASE | -10,000.00 |
| SM08.7180.210 | BEACH.IMPROVEMENTS          | 4,175.30   |
| SS02.8120.400 | MAINTENANCE AND REPAIRS     | 5,000.00   |
| Total Amount: |                             | -824.70    |