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August 2, 2017

Town of Putnam Valley
Attn: Sam Oliverio, Jr.
265 Oscawana Lake Road
Putnam Valley, New York 10579

RE: Town of Putnam Valley v. The Rabbinical Society

Dear Mr. Oliverio:

Thank you for selecting Daniels, Porco and Lusardi, LLP to represent you in the above matter. This letter explains the scope of the legal services which we will provide, as well as our fees, expenses, and billing practices.

SCOPE OF REPRESENTATION

We will represent you in the prosecution or defense with regard to the above matter in Putnam County, New York. Our representation will include the usual and customary services provided by attorneys in litigation matters, including consultation, negotiation, drafting pleadings, motions, and memoranda of law, attendance at court appearances, and conducting pre-trial and trial proceedings. Not included within the scope of our representation are appeals from any judgments or orders of the court. Appeals are subject to separate discussion and negotiation between our firm and you. Also not included in the scope of this agreement are services you may request of us in connection with any other matter, action, or proceeding. The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

You represent that you do not know of any related legal matters that would require our legal services under this agreement. If such matters arise later, you agree that this agreement does not apply to any related legal matter. Therefore, a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage our law firm to perform legal services pertaining to such matters.

You have the right, in your sole discretion, to terminate our representation of you at any time prior to conclusion of the case. We also have the right to withdraw from representing you upon reasonable prior written notice, or upon order of the Court. In the event that our representation is terminated, you will only be responsible for any fees and expenses incurred on your behalf until the date of termination. These fees and expenses will be computed in accordance with the regular rates provided in this letter.

Based upon the information that has been provided to us, we are not aware of any conflicts of interest that would prevent Daniels, Porco and Lusardi, LLP from representing you, or that would effect that representation. If hereafter such a conflict becomes known, we will discuss the matter with you and will determine the proper action, including, but not limited to, obtaining a written waiver of conflict from you, or our withdrawal from representation.

Our office uses the following technologies in its day-to-day operations: telephone, cell phones, e-mail, facsimile, internet services, Westlaw, and Lexis Nexis. Our office utilizes Uptime Legal Services in connection with cloud computing and storage of electronic files.

Due to the uncertainties inherent in litigation, we can make no assurance or guarantee as to the outcome of the matter, the length of time it may take to resolve, or the ultimate cost that may be incurred.

RESPONSIBILITIES OF LAW FIRM AND CLIENT

We will provide only legal services, as previously described in the "Scope of Representation" section of this engagement agreement. You acknowledge that we cannot guarantee either the outcome or the timing to complete legal services on your behalf.

You agree to be truthful and cooperative with us, to respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement. You will provide us with factual information and materials as we require in order to perform the foregoing services. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on us for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that we are not responsible for investigating the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism. This discretion, includes, among other decisions, whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings, or to a court administrative body.

It is your duty to keep us informed of your mailing address and other contact information. If any time during the course of this representation your address becomes unknown or we

are otherwise unable to contact you, we shall be permitted to withdraw from this representation by sending you a certified letter to your last known address and by depositing with the Clerk of the Court for the county of your last known residence any property owned by you in our possession, including but not limited to items of personal property, funds, and any portions of the actual client file that belong to you.

It is your duty to preserve all items of evidence related to this matter, including, but not limited to e-mails and attachments, voice mail, instant messaging and other electronic communications, word processing documents, text files, hard drives spreadsheets, graphics, audio and video files, databases, calendars, telephone logs, transaction logs, internet usage files, offline storage or information stored on removable media, information contained on laptops or other portable devices and network access information and backup materials, Native Files and the corresponding Metadata which is ordinarily maintained. If you have any questions regarding preservation of evidence please discuss same with this firm.

FEES AND EXPENSES

Our fees will be based on the time devoted to the assignment. You will be charged by the hour, or a portion thereof in increments of one-tenth of an hour. Our hourly time charges vary by attorney based on the attorney's experience, training and general level of professional attainment. The hourly rate charged will be reflected on your monthly statement. It is our policy to assign and delegate responsibilities between and among attorneys and paralegals who cooperate with one another, as a firm, in your representation. Accordingly, you may see entries on your bill for services rendered by several different attorneys and/or paralegals. Our rates generally change on an annual basis, and such changes usually take effect on or about January 1 of each year.

Our present billing rates are as follows:

Attorney Time	\$175.00
Paralegal Time	\$50.00

All statements of services rendered to the Client will show date of service, description of service, name or initials of attorney or paralegal, time spent and billable charge for the service. Such entries may be done on a batch basis, i.e. each Daniels, Porco and Lusardi, LLP attorney or paralegal time entry(ies) for a given day may include time spent on more than one discrete task related to the matter. The statements will also include an itemization of all disbursements incurred by the Attorney on the Client's behalf and the dollar amount of each such disbursement. Billing shall be at the hourly rate specified above. The Client shall not be charged for time spent in discussion of the bills received.

In addition to the hourly fees for attorney time and paralegal time, you will be responsible to reimburse us for out-of-pocket expenses which we incur on your behalf. These out-of-pocket expenses include such things as costs of serving and filing documents, court filing fees, process service fees, witness and expert witness fees and related expenses, subpoena

fees, investigators, court reporters, travel, parking, courier and mail services, telephone, postage, and computerized legal research.

As our work progresses, we shall render to you monthly bills for services and disbursements. Our bills will not be based upon any particular stage of completion of the matter. We will render bills monthly for services and disbursements and ask that these bills be paid within ten (10) days of receipt. If the retainer, fees, or disbursements are not paid within thirty (30) days, we may withdraw as your attorney. Further, if the balance of any outstanding bill remains unpaid for sixty (60) days or more, interest will accrue on the unpaid balance at the rate of 12% per annum. In the event that the services rendered by this firm result in the recovery of money or property on your behalf, this firm shall be entitled to a charging lien upon such recovery to secure payment of the fees and expenses due and owing under this agreement. If you have any questions regarding any bill which you receive from us, or the terms of our engagement, we invite you to discuss them with us without charge.

TERMINATION

To the extent permitted by rules of professional responsibility and the Court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

If we elect to terminate our representation, you will timely take all steps reasonably necessary and will cooperate as reasonably required to relieve us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and any legal fees, expenses or disbursements incurred on your behalf before the termination of our representation in accordance with the provision of this agreement.

FILE RETENTION AND DESTRUCTION

At the conclusion of this matter, we will retain your legal files for a period of six (6) years after we close our file. At the expiration of the 6 year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

NO GUARANTEE OF SUCCESS

It is specifically acknowledged by you that this law firm has not made any warranties or representations to you, nor have we given you any assurances as to the favorable or successful resolution of your claim or defense of the action referred to above; nor as to the favorable outcome of any legal action that may be filed; nor as to the nature or amount of

any awards or distributions of property, attorneys fees, costs, or any other aspects of this matter. All of this law firm's expressions relative to your case are limited only to estimates based upon our experience and judgment and are only our opinion. Such expressions should not be considered as representations, promises, or guarantees of results, which might be obtainable, either by way of a negotiated settlement or in a contested trial.

CLIENT REVIEW OF THIS AGREEMENT

You have a right to have this engagement agreement reviewed by another law firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this law firm and away from the law firm's office prior to signing it. You understand that this law firm is not retained until the signed original engagement agreement is returned to the law firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the law firm, we appreciate the opportunity to represent you in this matter.

DISPUTES AND ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. You agree that New York law will apply if there is a dispute concerning our representation of you. You are also made aware that there are other alternatives to dispute resolution available, such as mediation of the matter.

The firm of Daniels, Porco & Lusardi, LLP has an "of-counsel" relationship with the firm of Dolgetta Law, PLLC. in which each firm provides services on an as needed basis for the other. As a result of this collaborative "of-counsel" relationship, the two (2) firms never act in opposition to clients of the respective firms nor will they separately advocate for clients acting in opposition to clients of the other firm without the express written consent of all parties. Attorneys and support personnel affiliated with Dolgetta Law, PLLC. may provide services to you in connection with the scope of our representation. The firms maintain agreements to share the compensation derived from matters in which the two (2) firms collaborate and we set this forth in this retainer agreement so that you are aware of same and are deemed to have consented to same as a result of your entry into this retainer agreement.

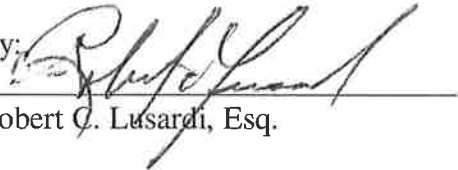
Thank you for taking the time to review the terms of our engagement. Kindly indicate your understanding and acceptance of all of the above by signing in the space below and returning a copy of this letter of engagement in the enclosed self-addressed stamped

envelope. Please keep one copy for your records. We look forward to serving you.

Very truly yours,

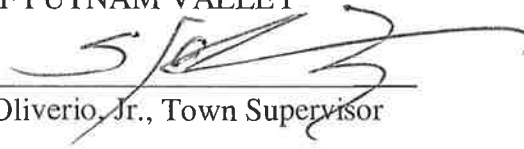
DANIELS, PORCO AND LUSARDI, LLP

By:


Robert C. Lusardi, Esq.

I have read and agree to the terms as stated above:

TOWN OF PUTNAM VALLEY


By: Sam Oliverio, Jr., Town Supervisor

Date:

8/8/17

STATEMENT OF CLIENT'S RIGHTS


1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and nonlawyer personnel in your lawyer's office.
2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after the commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration: your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes and other communications.
6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyer's. (Court approval of a settlement is required in some matters.)
8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

STATEMENT OF CLIENT'S RESPONSIBILITIES

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer should be one of complete candor and the client should apprise the lawyer of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer to the extent required by law.
4. All bills tendered to the client for services rendered pursuant to the agreed upon arrangement regarding fees and expenses should be paid when due.
5. A client who discharges the attorney and terminates the attorney-client relationship must nevertheless honor financial commitments under the agreed to arrangement regarding fees and expenses to the extent required by law.
6. Although the client should expect that his or her letters, telephone calls, emails, faxes and other communications to the lawyer will be answered within a reasonable time, the client should recognize that the lawyer has other clients who may be equally deserving of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number, address, email, or other electronic contact information, and respond promptly to a request from the lawyer for information and cooperation.
8. The client must realize that the lawyer is required to respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions that are unprofessional or contrary to law or the New York Rules of Professional Conduct.
9. The lawyer may decline to accept a matter of the lawyer has previous personal or professional commitments that will prohibit the lawyer from devoting adequate time to representing the client competently and diligently.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or a suitable working relationship with the client is not likely.

Receipt Acknowledged:

TOWN OF PUTNAM VALLEY


By: Sam Oliverio, Jr., Town Supervisor

Date: 8/8/17

August 2, 2017

To: Town Board

From: Sherry Howard

Subject: Unsafe Structure Expenditure Recovery

Resolution Authorizing and Directing the Assessment of the Costs Incurred in the Demolition of the Dangerous Structure located at 31 Orchard Road, Putnam Valley, New York – Tax Parcel: 83.12-3-46.

A Resolution having been issued by the Town Board on February 15, 2017, Resolution Number R 17-99, directing the demolition of an Unsafe Structure at 31 Orchard Road, Putnam Valley, New York – Tax Parcel: 83.12-3-46; and the Town having demolished the aforesaid dangerous structure; and having incurred costs and expenses in the amount of \$29,580.00 as set forth in the annexed statement of costs, all of which have been approved by the Town Board and paid in due course; and the aforesaid Resolution #R17-99 having provided for the assessment of the costs of the demolition upon the property located at 31 Orchard Road TM 83.12-3-46 now or formerly owned by Ralph Capodiecici;

NOW THEREFORE:

BE IT RESOLVED that the Town Board hereby directs and authorizes the Town Supervisor and the Town Assessor to assess the aforesaid costs as a special assignment against the property located at 31 Orchard Road TM83.12-3-46 now or formerly owned by Ralph Capodiecici in the entire amount of \$29,580.00, (the same being the proportion of the cost and expenses of the improvement assessable by law against the described property, and the amount that the said property has been deemed benefitted); and that the special assessment be levied and collected in accordance with Town Law Article 15; and such assessments may be paid at the option of the payer in whole without interest, or in annual installments with interest as provided by law.

<u>Town Board Member</u>	<u>In Favor</u>	<u>Opposed</u>
Jacqueline Annabi	_____	_____
Louie Luongo	_____	_____
Steven Mackay	_____	_____
Wendy Whetsel	_____	_____
Supervisor Sam Oliverio	_____	_____

By the vote of _____ in favor and _____ opposed the above motion was _____ approved/ _____ disapproved by the Town Board.

Dated: _____

Sherry Howard, Town Clerk



PAWLING OFFICE: 1 MEMORIAL AVENUE, P.O. BOX 668, PAWLING, NEW YORK 12564

July 21, 2017

Town of Putnam Valley
Attn: Supervisor Sam Oliverio
265 Oscawana Lake Road
Putnam Valley, New York 10579

RE: Town of Putnam Valley v. 31 Orchard Street Special Assessment

Dear Mr. Oliverio:

You requested that this firm outline the procedures for assessing property for the costs of demolishing unsafe buildings. This letter addresses that issue.

Section 160 of the Town Law of the State of New York permits the Town to assess the costs of demolition of unsafe buildings on to the land on which such unsafe structure is located. Town Code Section 66-10 provides that the Town may assess all expenses incurred in connection with the demolition of unsafe buildings in the same manner as provided in Article 15 of the Town Law of the State of New York.

Article 15 of the Town Law of the State of New York sets out certain procedures for the assessment, levying, and collection of such expenses on to the Town tax rolls. In order to afford due process to the property owner and the parties of interest, the Town should comply with the procedures outlined in NYS Town Law sections 231, 235, 236, 237, 239, 240, 241, and 246. Copies of these sections are annexed for your reference. Also annexed is an August 4, 2015 Informal Opinion letter from the Solicitor General of the State of New York addressing the process.

A summary of the procedure is as follows:

Upon ascertainment of the cost to be assessed by special assessment, the Town Board shall issue a resolution directing the assessment against the parcel or parcels of property benefitted, and shall provide that such assessments may be paid at the option of the payer in whole, or in annual installments with interest. (Town Law 231)

Upon completion of the improvement the Town Board must file in the office of the town clerk a statement in detail showing the actual and complete cost of the demolition. Such statement must be entered in full in the minutes of the town board and the town clerk must file a certified copy of the statement with the assessors, accompanied by a certified copy of the resolution of the town board specifying the property to be assessed and directing the assessors to

assess the cost thereof upon the several lots and parcels of land so deemed benefited. If multiple parcels, the cost must be apportioned among the parcels as shall be in just proportion to the amount of benefit which the improvement shall have conferred upon each. (Town Law 236)

The supervisor must keep an account in the name of the improvement in such form as has been or may be formulated and prescribed by the state department of audit and control. He must preserve the account records and the payments made by the town in connection with the improvement, and present the same, with a transcript of the account, to the town board from time to time, as it may require, and at least once in each year shall make and file a complete statement and shall account with the town board on account of the improvement. (Town Law 235)

The assessor then prepares an assessment roll which must contain a description of each lot or parcel of land so that the same may be ascertained and identified; the names of the reputed owners thereof; the amount of benefit of said improvement which each such lot or parcel of land shall have received, and the amount assessed against each lot or parcel. (Town Law 237)

The assessor must then file the assessment roll, when completed, with the town clerk and then it is the duty of the town board to cause notice to be published at least once in a newspaper published within the town, or, if there be none published in the town, then in a newspaper published in the county and having a circulation within the town, that said assessment-roll has been completed, and that at a time and place to be specified therein the town board will meet and hear and consider any objections which may be made to the roll. The first publication of the notice of the completion of the roll shall be not less than ten nor more than twenty days before the time to be specified therein for the hearing.

At the time and place specified for the hearing, the town board shall meet and hear and consider any objections to the assessment-roll, and may change or amend the same as they deem necessary. If a new roll is prepared, upon the completion and filing thereof the town board shall give notice of a public hearing thereon, hold such hearing and consider objections and reject, correct, amend and affirm the new roll in the manner herein provided with respect to the original roll. (Town Law 239)

When the assessment roll is finally approved and adopted by the town board, it must annex a warrant to the assessment roll and the warrant is signed by the supervisor and countersigned by the town clerk commanding the town tax collector or the receiver of taxes and assessments to collect from the several persons named therein the sum or sums opposite their respective names and to pay the same to the town.

The warrant so annexed to or filed with the assessment roll must state that the assessments therein may be paid in whole or in part without fee or penalty on or before a date to be specified therein which shall be not less than thirty nor more than one hundred eighty days from the date of the warrant. (Town Law 240)

The tax collector upon receiving the assessment roll and warrant must cause a notice of the receipt thereof to be published at least once in the official paper and to be posted on the sign-board of the town maintained pursuant to Town Law 30(6), specifying the place where and the time when the assessments may be paid to him. Within ten days after the last day specified in the warrant for the payment of the assessments in whole or in part, the town tax collector or receiver of taxes and assessments must deliver the assessment roll to the supervisor of the town, indicating the several parcels of land for which assessments shall have been paid in full, or in part, and the parcels of land for which no part of such assessments shall have been paid, and he shall at the same time account for and pay over to the supervisor all moneys so collected. (Town Law 241)

I have also enclosed a draft of the resolution of the Town Board required to proceed with the assessment. If you have any questions please feel free to call.

Very Truly Yours,

DANIELS, PORCO AND LUSARDI, LLP

By: 

Robert C. Lusardi, Esq.

RCL

Enc.

Resolution Authorizing and Directing the Assessment of the Costs Incurred in the Demolition of
the Dangerous Structure Located at 31 Orchard Road, Putnam Valley, New York -- Tax Parcel:
83.12-3-46

A Resolution having been issued by the Town Board on February 15, 2017 Resolution Number R17-99 directing the demolition of an Unsafe and Dangerous Structure at 31 Orchard Road, Putnam Valley, New York -- Tax Parcel: 83.12-3-46 ; and the Town having demolished the aforesaid dangerous structure; and having incurred costs and expenses in the amount of \$_____ as set forth in the annexed statement of costs, all of which have been approved by the Town Board and paid in due course; and the aforesaid resolution R17-99 having provided for the assessment of the costs of the demolition upon the property located at 31 Orchard Street TM 83.12-3-46 now or formerly owned by Ralph Capodieci;

NOW THEREFOR:

BE IT RESOLVED, that the Town Board hereby directs and authorizes the Town Supervisor and the Town Assessor to assess the aforesaid costs as a special assessment against the property located at 31 Orchard Street TM 83.12-3-46 now or formerly owned by Ralph Capodieci in the entire amount of \$_____ (the same being the proportion of the cost and expenses of the improvement assessable by law against the described property, and the amount that the said property has been deemed benefitted); and that the special assessment be levied and collected in accordance with Town Law Article 15; and such assessments may be paid at the option of the payer in whole without interest, or in annual installments with interest s provided by law.

<u>Town Board Member</u>	In Favor	Opposed
Jacqueline Annabi	_____	_____
Louie Luongo	_____	_____
Steven Mackay	_____	_____
Wendy Whetsel	_____	_____
Supervisor, Sam Oliverio	_____	_____

By the vote of _____ in favor and _____ opposed the above motion was
____ approved/____ disapproved by the Town Board.

Dated: _____

Sherry Howard, Town Clerk

STATEMENT OF COSTS

McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 231

§ 231. Permanent financing of district and special improvements

Currentness

1. When the cost of any improvement is to be borne by special assessment to be assessed and paid as provided in this subdivision, such improvement shall be temporarily financed pursuant to the local finance law until after the confirmation of the assessment. When such assessments shall have been confirmed, a period of thirty days shall be given from the date of confirmation in which such assessments may be paid in whole or in part, provided a part payment so made shall equal ten per centum, or a multiple thereof, of the amount payable and the obligation or appropriate portion thereof cancelled. Upon the expiration of such period, obligations shall be issued pursuant to the local finance law for the total cost thereof, deducting the amounts of the assessments or parts thereof so paid within such period.

Upon ascertainment of the amount of the cost to be assessed by special assessment the town board shall prescribe that such assessments may be so paid at the option of the payer in whole or in part, without penalty or interest, and the unpaid amounts, if any, to be paid in annual installments, with interest thereon.

If bond anticipation notes are issued, all collections from assessments so paid in whole or in part shall be applied at once in reduction of such notes.

Annual collections of assessments payable in installments shall be applied in payment of maturing obligations and accruing interest. If the total amount of assessments payable in installments collected in any year shall be less than the amount required to pay maturing bonds and accruing interest, the town board may direct that surplus moneys, not otherwise appropriated, be applied.

Any surplus accruing from the sale of obligations, whether from premiums or otherwise, shall be applied to the reduction of the debt so incurred.

2. Notwithstanding any other provisions of this chapter, the town board, upon the completion of the improvement or at any time prior thereto, may determine to issue, pursuant to the local finance law, the obligations of said town in such an amount as said board may estimate to be sufficient to pay the entire cost of the improvement, but not in excess of the maximum amount proposed to be expended for the improvement as stated in the petition, or in the final order, if the town board proceeded under article twelve-A of this chapter, or, if such improvement be an improvement constructed pursuant to section two hundred two-b of this chapter, not in excess of the estimated expense thereof as stated in the notice of hearing. There shall be annually apportioned and assessed upon the several lots and parcels of land especially benefited by the improvement in proportion to the amount of benefit which the improvement shall confer upon the same, and in the manner provided in section two hundred two-a of the town law for the assessment of the cost of maintenance in a sewer district, an amount sufficient to pay the principal and interest of any obligations issued for such improvement as the same shall become due and to pay the cost of maintenance for the fiscal year commencing on the first day of January next succeeding. In the event that the annual collection of such assessments shall be less than the amount required to pay

the principal and interest of such obligations as they shall become due, the town board shall direct that surplus moneys not otherwise appropriated be applied.

Whenever an unpaid assessment has been divided into annual installments pursuant to this section the town board may, at the time of making such division, or at any time thereafter, provide that all future annual installments may be prepaid together with a sum sufficient to meet all future pro rata shares of the annual interest payable on such obligations and which would otherwise have been added to such future installments had same not been prepaid. All sums received from such prepayments shall be deposited and retained in a separate account in a depository designated in the manner provided by section ten of the general municipal law to be applied only to the payment of the obligations issued pursuant to this section. Notwithstanding the foregoing, such sums so received may be invested in the manner permitted in section eleven of the general municipal law.

Credits

(L.1932, c. 634. Amended L.1938, c. 345; L.1939, c. 589, § 7; L.1941, c. 263, § 20; L.1943, c. 566, § 5; L.1943, c. 710, pt. 1, § 2622; L.1945, c. 339, § 1; L.1945, c. 838, §§ 62, 63; L.1959, c. 30, § 10; L.1961, c. 448, § 1; L.1974, c. 10, § 1; L.1992, c. 708, § 37.)

McKinney's Town Law § 231, NY TOWN § 231

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 231-a

§ 231-a. Permanent financing of district improvements to be paid from general taxation

Currentness

When the cost of any improvement is to be assessed, levied and collected from the several lots and parcels of lands within a district in the same manner and at the same time as other town charges, the town board may finance said improvement pursuant to the local finance law. The town board shall raise annually by tax a sum sufficient to pay the interest and the principal of obligations issued to finance such improvement, if not otherwise paid, as the same shall become due; such tax shall be assessed, levied and collected from the several lots and parcels of land within the district in the same manner and at the same time as the annual tax for other town charges.

Annual collections of such taxes shall be applied by the supervisor in payment of maturing obligations and accruing interest, for which such taxes were levied. If the total of annual collections of such taxes shall be less than the amount required for such purposes, the town board may direct that surplus moneys not otherwise appropriated be applied.

Credits

(Added L.1934, c. 817, § 9. Amended L.1943, c. 710, pt. 1, § 2623; L.1945, c. 838, § 64.)

McKinney's Town Law § 231-a, NY TOWN § 231-a

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 235

§ 235. Accounts to be kept with each improvement

Currentness

The supervisor shall keep accounts in the name of each improvement in such form as has been or may be formulated and prescribed by the state department of audit and control. He shall carefully preserve all coupons, certificates, bonds and notes which he shall pay, and present the same, with a transcript of the account, to the town board from time to time, as it may require, and at least once in each year shall make and file a complete statement and shall account with such board on account of every improvement.

Credits

(L.1932, c. 634.)

McKinney's Town Law § 235, NY TOWN § 235

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

End of Document

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McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 236

§ 236. Completion of improvements

Currentness

Upon the completion of any of the improvements authorized by article twelve, article twelve-A, or section eighty-one, two hundred twenty or two hundred twenty-one of this chapter, the town board, engineer, or other official or employee in charge thereof, shall file in the office of the town clerk a statement in detail showing the actual and complete cost thereof. Such statement shall thereupon be entered in full in the minutes of the town board and if the cost of the improvement shall be borne by local assessment upon the several lots or parcels of land especially benefited, pursuant to article twelve, the town clerk shall file a certified copy thereof with the assessors, accompanied by a certified copy of the resolution of the town board specifying the property especially benefited by the improvement and directing the assessors to apportion so much of the cost thereof upon the several lots and parcels of land so deemed benefited as shall be in just proportion to the amount of benefit which the improvement shall have conferred upon the same.

Credits

(L.1932, c. 634. Amended L.1942, c. 549, § 3; L.1959, c. 30, § 11.)

McKinney's Town Law § 236, NY TOWN § 236

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

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McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 237

§ 237. Preparation of assessment-roll for certain improvements

Currentness

It shall thereupon be the duty of the assessors, or the town board, if the town board shall so elect, to prepare an assessment-roll which shall contain a description of each lot or parcel of land so that the same may be ascertained and identified; the names of the reputed owners thereof; the amount of benefit of said improvement which each such lot or parcel of land shall have received, and the amount assessed against each lot or parcel. In case of assessments for general or trunk sewers, drains and trunk water mains, all property within the sewer, drainage or water districts shall be included in the assessment. In other cases the town board shall define the territory to be included by the assessors in the assessment-roll. The town board may at its election prepare any assessment-roll in the first instance without at any time submitting the same to the assessors.

Credits

(L.1932, c. 634. Amended L.1936, c. 419, § 17.)

McKinney's Town Law § 237, NY TOWN § 237

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

End of Document

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McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 239

§ 239. Completion of roll and hearing

Currentness

The assessors or the town board, as the case may be, shall file the assessment-roll when completed, with the town clerk and thereupon it shall be the duty of the town board to cause notice to be published at least once in a newspaper published within the town, or, if there be none published in the town, then in a newspaper published in the county and having a circulation within the town, that said assessment-roll has been completed, and that at a time and place to be specified therein the town board will meet and hear and consider any objections which may be made to the roll. The first publication of the notice of the completion of the roll shall be not less than ten nor more than twenty days before the time to be specified therein for the hearing.

At the time and place so specified, the town board shall meet and hear and consider any objections to the assessment-roll, and may change or amend the same as they deem it necessary or just so to do and may affirm and adopt the same as originally proposed or as amended or changed, or they may annul the same and order the assessors to proceed anew and to prepare another roll or the town board may prepare such new roll. If a new roll be prepared, upon the completion and filing thereof the town board shall give notice of a public hearing thereon, hold such hearing and consider objections and reject, correct, amend and affirm the new roll in the manner herein provided with respect to the original roll. No action or proceeding shall be maintained to set aside, vacate, cancel, annul, review, reduce or otherwise test or affect the legality or validity of any such assessment unless such action or proceeding shall be commenced within thirty days after the said final assessment-roll shall have been affirmed.

Credits

(L.1932, c. 634. Amended L.1942, c. 515, § 6.)

McKinney's Town Law § 239, NY TOWN § 239

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 240

§ 240. Delivery of roll to collector; warrant for collection

Currentness

1. When the assessment roll shall have been finally approved and adopted by the town board, the board shall annex thereto a warrant which shall be signed by the supervisor and countersigned by the town clerk commanding the town tax collector or the receiver of taxes and assessments to collect from the several persons named therein the sum or sums opposite their respective names and to pay the same to the supervisor of the town.

2. Notwithstanding the provisions of subdivision one of this section, when the assessment roll is prepared by means of electronic data processing equipment, the warrant may be filed therewith, in accordance with the provisions of article fifteen-C of the real property tax law.

3. The warrant so annexed to or filed with the assessment roll shall prescribe that the assessments therein may be paid in whole or in part without fee or penalty on or before a date to be specified therein which shall be not less than thirty nor more than one hundred eighty days from the date of the warrant.

Credits

(L.1932, c. 634. Amended L.1938, c. 345; L.1939, c. 589, § 9; L.1955, c. 690; L.1961, c. 448, § 2; L.1981, c. 773, § 27.)

McKinney's Town Law § 240, NY TOWN § 240

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 241

§ 241. Notice by collector or receiver of taxes; return of assessment roll

Currentness

Each town tax collector or receiver of taxes and assessments, upon receiving an assessment roll and warrant, shall forthwith cause notice of the reception thereof to be published at least once in the official paper and to be posted on the sign-board of the town maintained pursuant to subdivision six of section thirty of this chapter, specifying the place where and the time when the assessments may be paid to him. Within ten days after the last day specified in the warrant for the payment of the assessments in whole or in part, the town tax collector or receiver of taxes and assessments shall deliver the assessment roll or, upon mutual agreement, the data file therefor, as provided in article fifteen-C of the real property tax law, to the supervisor of the town, indicating the several parcels of land for which assessments shall have been paid in full, or in part, and the parcels of land for which no part of such assessments shall have been paid, and he shall at the same time account for and pay over to the supervisor all moneys so collected.

Credits

(L.1932, c. 634. Amended L.1939, c. 589, § 10; L.1961, c. 448, § 3; L.1963, c. 420, § 14; L.1981, c. 773, § 28.)

McKinney's Town Law § 241, NY TOWN § 241

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

McKinney's Consolidated Laws of New York Annotated
Town Law (Refs & Annos)
Chapter 62. Of the Consolidated Laws (Refs & Annos)
Article 15. Financing of Public Improvements

McKinney's Town Law § 246

§ 246. Proceeding to review decision

Currentness

Any person interested who shall have appeared before the board and made his objections at any hearing provided for in this statute, and who shall consider himself aggrieved by any decision or action of the board may commence a proceeding, within thirty days from the date of such decision or action, in the county or supreme court for a review of the decision or action of the board, in the manner provided by article seventy-eight of the civil practice law and rules. The court may review the action of the board, and if it decides that any injustice or error has been committed, may annul the proceedings and direct the board to proceed in the matter de novo, or may specify the correction which should be made and compel such correction by the board; and the court may, in its discretion, stay the proceedings of the board upon motion of the petitioner, and upon such security or conditions and notice to the board as may seem proper until the final decision on the petition.

Credits

(L.1932, c. 634. Amended L.1962, c. 310, § 455.)

McKinney's Town Law § 246, NY TOWN § 246

Current through L.2017, chapters 1 to 23, 25 to 60, 62 to 83.

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Municipal Home Rule Law §§ 10(1)(ii)(a)(9-a), 10(1)(ii)(a)(12); Village Law §§ 4-412(1)(a), 4-414, 5-518(5); Real Property Tax Law §§ 1110-1122, 1123-1137, 1136(3), 1442, 1442(1), 1442(3), 1442(4), Article 11

Discussion of certain procedures to abate dangerous conditions of abandoned buildings and to recoup costs of such abatement.

August 4, 2015

William L. Nikas
Village Attorney
Village of Hudson Falls
116 Oak Street
P.O. Box 267
Hudson Falls, New York 12839-0267

Informal Opinion
No. 2015-3

Dear Mr. Nikas:

You have asked several questions relating to the Village's authority with respect to unsafe buildings. You have explained that the Village is faced with several properties that have been abandoned by owners unable to pay the mortgage but on which the mortgagees have not yet begun to foreclose. Under these circumstances, the condition of the property may deteriorate and become unsafe. Your questions relate to the process through which the Village can remediate unsafe conditions and seek reimbursement for its remediation costs from the property owner or another party with an interest in the property.

As background, it is well-established that a village may adopt a local law establishing standards for maintaining safe conditions on privately-owned real property. Municipal Home Rule Law § 10(1)(ii)(a)(12); Village Law § 4-412(1)(a); *D'Angelo v. Cole*, 67 N.Y.2d 65 (1986); Op. Att'y Gen. (Inf.) No. 98-35. Further, the local law can provide that the village is authorized to perform the necessary maintenance or remediation if the property owner fails to and that the village's costs of remediation may be imposed on the real property owner as an assessment. Municipal Home Rule Law § 10(1)(ii)(a)(9-a),(12); Village Law §§ 4-412(1)(a); 4-414; *D'Angelo v. Cole*, 67 N.Y.2d 65 (1986); Op. Att'y Gen. (Inf.) No. 85-13. Under the same authority, the local law can provide that the village can demolish an unsafe building and that the property owner must reimburse the village for demolition costs. *Lane v. City of Mount Vernon*, 38 N.Y.2d 344 (1976); Op. Att'y Gen. (Inf.) No. 98-35; 9 Op. Counsel State Bd. of Equalization & Assessment No. 105 (1992). I understand that the Village has adopted such a local law.

Your first question is whether the Village must provide notice to the mortgagee of the real property abandoned by the owner if the Village intends to maintain, repair, or demolish the property. Of course, a village faced with emergency circumstances that necessitate the immediate demolition or remediation of an unsafe building to protect the public from imminent danger will not have time to, and need not, provide advance notice to the owner or the mortgagee. See *Calamusa v. Town of Brookhaven*, 272 A.D.2d 426 (2d Dep't 2000). But in the absence of such circumstances, the Village would be well-advised to provide notice to the holder of a publicly-recorded mortgage. Such a mortgagee possesses a legally protected interest in the mortgaged property. *Mennonite Bd. of Missions v. Adams*, 462 U.S. 791, 798 (1983); *U.S. Bank Nat'l Ass'n v. Denisco*, 96 A.D.3d 1659, 1661 (4th Dep't 2012). To the extent the Village's remediation would significantly affect the mortgagee's interest in the property, the Village must provide the mortgagee with notice of its intended action and an opportunity to address the conditions to be remediated. See *Mennonite Bd. of Missions v. Adams*, 462 U.S. 791, 798 (1983); *Zaccaro v. Cahill*, 100 N.Y.2d 884 (2003). Demolition of the building on the property likely would significantly diminish the value of the mortgaged property and, if so, notice must be provided to the mortgagee. See *U.S. Trust Co. of N.Y. v. Town of Ramapo*, 168 Misc. 2d 931 (Sup. Ct, Rockland Co., 1996); *First Nat'l Acceptance Co. v. City of Utica*, 26 F. Supp. 3d 185 (N.D.N.Y. 2014). Similarly, assessing significant remediation costs against the property likely would require notice. See *Garden Homes Woodlands Co. v. Town of Dover*, 95 N.Y.2d 516 (2000). The impact of other actions related to remediation of dangerous conditions must be determined on a case-by-case basis; the safest course, however, would be for the Village to provide the mortgagee with notice in instances where notice would be provided to the property owner.

Your second question relates to the Village's ability to recover unpaid remediation costs from the county that serves as the Village's collector of unpaid taxes (the County). As described above, a village is authorized to adopt a local law under which expenses incurred by the village while remediating dangerous conditions on private property that the property owner was obligated but refused to do himself are imposed as an assessment against the real property. Such an assessment, if unpaid, becomes part of the annual village tax levy against the property for the purpose of collection. Village Law § 5-518(5).

Under Real Property Tax Law § 1442(1), a village may request and a county can enact a local law providing that the county will collect delinquent village taxes. I understand that the Village and the County have done so. Under this arrangement, the county relieves the unpaid village taxes upon the real property owner for collection by and owing to the county and pays the village the amount of

unpaid village taxes. Real Property Tax Law § 1442(3),(4). Thus, if the Village has adopted a local law that assesses unpaid remediation costs against the real property, delinquent village taxes to be relieved and collected by the County might include costs incurred by the Village in abating dangerous conditions on abandoned property. You have advised that these costs could amount to tens of thousands of dollars. Accordingly, your question is whether the County validly can refuse to relevy the remediation costs and pay the amount of the costs to the Village.

We are of the opinion that the County cannot refuse to relevy the remediation costs and pay the amount of the costs to the Village. Section 1442 of the Real Property Tax Law, authorizing a county to adopt a local law providing for the collection of delinquent village taxes, does not authorize a county that has adopted such a local law to choose which unpaid items included in a village tax bill to relevy and collect. We are of the further opinion, however, that the County can refuse to collect all of the Village's delinquent taxes in the future unless the Village agrees not to include such special assessments in its tax roll. To do so, the County can simply repeal its local law providing that it will collect the Village's delinquent taxes.

Your third question is whether a mortgage lien will be extinguished by the sale of real property conducted after the village tax, including a special assessment for remediation costs, is relieved by the County and remains unpaid. As explained below, we are of the opinion that the mortgage lien generally will be extinguished.

Article 11 of the Real Property Tax Law establishes the procedure for the enforcement of the collection of delinquent property taxes. Under this procedure, the property owner and other parties with an interest in or lien upon the property are given a period of time in which to redeem the property by paying the delinquent taxes and associated penalties. Real Property Tax Law §§ 1110-1122. If the owner or another interested party does not redeem the property within the redemption period, the County can begin a proceeding to foreclose on the property. Real Property Tax Law §§ 1123-1137. By following this procedure, the mortgage interest is extinguished and the County will obtain full title to the property. Real Property Tax Law § 1136(3); *Anderson v. Pease*, 284 A.D.2d 871 (3d Dep't 2001). Assuming the County complies with all legal requirements, a purchaser of the real property at a subsequent tax sale will obtain title in fee simple absolute. *Melahn v. Hearn*, 60 N.Y.2d 944, 946 (1983); *Mittelmark v. County of Saratoga*, 85 A.D.3d 1359, 1360 (3d Dep't 2011); *cf. In re Killmer*, 513 B.R. 41 (Bankr. S.D.N.Y. 2014) (tax sale void when conducted while property subject to bankruptcy stay).

The Attorney General issues formal opinions only to officers and departments of state government. Thus, this is an informal opinion rendered to assist you in advising the municipality you represent.

Very truly yours,

KATHRYN SHEINGOLD
Assistant Solicitor General
in Charge of Opinions



4

Town of Putnam Valley

To: Town Board
From: Susan L. Manno *SJM*
Date: July 25, 2017
Subject: Authorize Supervisor to sign Brokers Service Agreement

I formally request the Town Board authorize the Town Supervisor to sign the Insurance & Risk Management Service Agreement with Rose & Kiernan, Inc. This insurance company handles all claims that are reported involving the town staff for Disability Insurance through the New York State Insurance Fund. These claims are not resulting from a ("work related") injury. The fee for this service is \$100.00.



INSURANCE & RISK MANAGEMENT
SERVICE AGREEMENT
FOR
Town of Putnam Valley

Rose & Kiernan, Inc. agrees to provide Insurance and/or Risk Management Services for the fee of \$\$100.00. This is based upon servicing the following insurance contracts:

Disability
State Fund
DBL1405233

I hereby acknowledge that this fee is in addition to the contracted commission paid by the insurance carrier, if applicable.

The period of this agreement is from: July 1, 2017 to July 1, 2018:

Fees for special projects will be negotiated on per project basis.

This agreement may be canceled by either party with 30 days written notice.

By: _____ for Town of Putnam Valley

Name: Sam Oliverio, Jr. Date _____ Town Supervisor

By: _____ for Rose & Kiernan, Inc.

Name: _____ Date _____



5

Town of Putnam Valley

To: Town Board

From: Susan L. Manno

Date: July 25, 2017

Subject: Appoint Frank Cassidy Temporary Maintenance

SJM

I formally request that the Town Board appoint Frank Cassidy as temporary maintenance staff for the time period of July 27th and 28th, and August 15th and 16th, 2017 at \$15.00 per hour. Frank will be filling in for Mark Backus as he will be on vacation.



6

Town of Putnam Valley

To: Putnam Valley Town Board

From: Susan L. Manno

Date: July 26, 2017

Subject: Accept Bid - Partial Roof Repair Town Hall Building

SLM

I formally request that the Town Board accept the bid from Lee Elite Contracting, Inc. for the Partial Roof Repair for the Town Hall Building in the amount of \$18,900.00. Cost per square foot to remove and replace damaged 3/4" Plywood as directed by Building Inspector \$2.00 per square foot or \$60.00 per sheet. The section of roof to the right side of the Town Hall will be repaired. The front and rear roof has previously been replaced. This expense has been included in the 2017 Budget.

The bids were as follows:

Company - Lee Elite Contracting, Inc.
 Address - 34 Sunnyside Place
 Lake Peekskill, New York 10537
 Bid Amount - \$18,900.00

Cost per square foot to remove and replace damaged 3/4" Plywood
 as directed by Building Inspector \$2.00 per square foot or \$60.00 per sheet.

Company - Brian Shook Construction
 Address - 2 Lockwood Road
 Cortlandt Manor, New York 10567
 Bid Amount - \$29,500.00

Cost per square foot to remove and replace damaged 3/4" Plywood
 as directed by Building Inspector \$3.20 per square foot.

Company - Franzoso Contracting, Inc.
 Address - 33 Croton Point Avenue
 Croton-on-Hudson, New York 10520
 Bid Amount - \$22,143.00

Cost per square foot to remove and replace damaged 3/4" Plywood
 as directed by Building Inspector \$90.00 per sheet.



7

Town of Putnam Valley

To: Putnam Valley Town Board

From: Susan L. Manno *SLM*

Date: July 28, 2017

Subject: Authorize Supervisor to sign contracts with Elite Contracting

I formally request that the Putnam Valley Town Board authorize the Supervisor to sign the Acceptance of Proposal provided by Lee Elite Contracting Inc. in the amount of \$18,900.00. Cost per square foot to remove and replace damaged $\frac{3}{4}$ " plywood as directed by Building Inspector, \$2.00 or \$60.00 per sheet.

I further request that the board authorize the Supervisor to sign the Construction Contract prepared by the Facilities Department in the amount of \$18,900.00. Cost per square foot to remove and replace damaged $\frac{3}{4}$ " plywood as directed by Building Inspector, \$2.00 or \$60.00 per sheet.



LEE ELITE CONTRACTING INC.

34 Sunnyside Place, Lake Peekskill, NY 10537
(845) 284-2545 PC3463 WC-20190-H08 Lead-safe certified

July 19, 2017

Work to be performed at:
Putnam Valley Town Hall
265 Oscawana Lake Road,
Putnam Valley, NY 10579

Partial Roof Repair Putnam Valley Town Hall

Lee Elite Contracting Inc. hereby proposes to furnish material and labor-complete in accordance with the below specifications. Project will be completed within 30 days from the contract signing date:

Repair approximately 4,500 square feet of roof to the Putnam Valley Town Hall. Remove approximately 45 square of roofing down to the deck. Inspect and replace any damaged or rotten plywood. Frame in and sheet over the existing skylight. Remove T-111 going up the back roof line along with flashing. Install GAF Weather Watch Ice & Snow on all roof edges six foot up from eaves, followed by 15 pound felt paper on the remainder. Ice & Snow will also be installed on all walls and penetration points. Install new drip edges on all roof edges along with GAF Pro Start Shingles. Install new Timberline Lifetime Architectural shingles on the entire ripped sections to match the existing color. Install new step flashing, fascia and window flashing anywhere that is needed. Install new T-111 up back strip of wall. New ridge vent will be installed along with new hip and ridge cap where needed. Gutters will be removed and reinstalled to properly install weather watch. Change work order will be applied if necessary. Lee Elite Contracting Inc. is a certified GAF installer. We offer a 50 year labor and product warranty.

Total Cost: \$18,900.00
Deposit: \$8,900.00
Balance: \$10,000.00

Payment schedule is flexible with the towns payment procedures.

Cost per square foot to remove and replace damaged 3/4" plywood as directed by building inspector: \$2.00 or \$60.00 per sheet.

Visit our website elitecontracting-ny.com

Like us on Facebook <https://www.facebook.com/EliteContractingNY/>

- All generated debris and rubbish will be collected and removed from the job site.
- All Labor and Material are included in the price
- Prices are subject to increase due to material price increases. Advance notice will be given.
- Prices are subject to change with special order colors.
- Accounts not paid within 15 days of the date of the invoice are subject to a 1% monthly finance charge.
- All advanced funds will be deposited in an escrow account at Chase bank.
- All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate
- All agreements are contingent upon strikes, accidents or delays beyond our control.

Lee Lewis

*Note this proposal may be withdrawn by us if not accepted within 3 days.

*Any contractor, subcontractor, or material man who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

Acceptance of Proposal - I have read this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above.

Notice: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Signature _____ Date _____ Signature _____ Date _____

(FOR TOWN USE)

CONSTRUCTION CONTRACT

Construction Contract made this 19 day of July, 2017 by and between the Town of Putnam Valley ("Town"), a New York State Municipal Corporation with its principal offices at 265 Oscawana Lake Road, Putnam Valley, New York 10579, and

LEE ELITE CONTRACTING INC.
a Contractor with offices at 34 Sunnyside place
Lake Peekskill NY 10537

WHEREAS the Putnam Valley Town Board has elected to commence with partial roof repair of approximately 2,500 square feet of roof to the Putnam Valley Town Hall.

WHEREAS the Construction of said repair was subjected to acquiring (3) Bids; and

WHEREAS LEE ELITE CONTRACTING INC., was selected by the Putnam Valley Town Board as the **lowest responsible Bid**; and

WHEREAS the parties wish to enter into a contract in furtherance of the purposes of said Bid,

NOW, THEREFORE, the parties agree as follows:


- (1) Contractor shall repair approximately 2,500 square feet of roof to the Putnam Valley Town Hall providing all labor, materials, and supervision necessary to accomplish those tasks.
- (2) All work to be conducted and materials to be furnished shall be compliant with all Federal, State and Local laws, rules and regulations.
- (3) All contracted – for work shall be completed no later than (30) days following the signing of contract.
- (4) Work shall be deemed complete when so certified by the Building Inspector.
- (5) The "General Conditions" attached hereto as Schedule "C" are incorporated herein and made a part of this contract. Where same are in conflict this contract shall govern.
- (6) Workmanship shall be warrantied for a period of (1) year.

(7) Roofing Materials shall be warranted for a period of (25) years.

(8) The bid for the work, labor and material to be furnished by contractor, is the sum of \$ 18,900.00. Said sum shall be paid after final inspection by the Building Inspector at completion of project.

The above proposal completely complies with all of the specifications for which this contract is made.

Dated: 7/19, 2017

By: 
Contractor

By: _____
Town of Putnam Valley



8

Town of Putnam Valley

To: Putnam Valley Town Board
From: Susan L. Manno
Date: July 28, 2017
Subject: Waive Building Permit Fees – Town Hall Roof Repair

SLM

I formally request that the Putnam Valley Town Board waive the Building Permit fees for the Partial Roof Repair for the Putnam Valley Town Hall. This project will begin the end of August 2017.

PERMIT # _____

TOWN OF PUTNAM VALLEY
BUILDING PERMIT APPLICATION

OWNER Town of Putnam Valley T.M.# 72.16-1-23
265 Oscawana Lake Road
MAILING ADDRESS Putnam Valley, NY 10579 PHONE # 845-526-9114
LOCATION OF _____ Church Road
PROPERTY 265 Oscawana Lake Road NEAREST INTERSECTION Oscawana Lake Road
ZONING Residential
DESCRIPTION OF CONSTRUCTION Partial Roof Repair Town Hall Building

IS THIS PROPOSED CONSTRUCTION SITE LOCATED IN A FLOODPLAIN? YES _____ NO X
I, Sam Oliverio, Jr., do hereby agree that the Building Code will be complied with whether the same is specified or not; of any Law, rule or regulation affecting said structure. The Inspector shall have the right to enter any premises during the daytime, at reasonable hours, in the course of his duty.

All work shall be performed in accordance with the construction documents submitted and accepted as part of this application, unless changes to those documents have been approved by the Code Enforcement Officer responsible for enforcement of the code.

I, the owner, will be responsible for any and all outstanding Town charges including town consultant fees, associated with this permit and payable to the Town of Putnam Valley.

(INITIAL) _____

Temporary sanitary facilities must be supplied until permanent sanitary facilities are operational per Section 311 of the N.Y.S. Plumbing Code. A copy of the receipt for the portable sanitary facilities or a written acknowledgement from owner that the sanitary facilities are available for use in the existing structure during construction is being done under this permit. (INITIAL) _____

DATE: _____

Town (Owner or Agent) Supervisor

PUTNAM COUNTY CONTRACTOR'S NAME, ADDRESS, TELEPHONE NUMBER & LICENSE # PC3463 Lee Lewis/Lee Elite Contracting Inc. 845-284-2545
33 Sunnyside Place, Lake Peeskill, New York 10537

I find plot plan to conform to the Zoning Ordinances of the Town of Putnam Valley and hereby approve same; subject to further approval and compliance with the requirements of the State Building Code as well as any other law, rule or regulations of the State, County, Town or Bureau or Department hereof.

DATE: _____

BUILDING AND ZONING INSPECTOR

PAID: Permit \$ Waived

ZBA APPROVAL _____

Total \$ Waived

Rev. 1/30/2015

NOTE: Part 56-5 of the NYS Code and Rules & Regulations may require an asbestos survey in conjunction with any demolition, renovation, remodel or alteration. Please contact the NYS Labor Department for further information (518-457-2072).

All plans for renovations must be REScheck certified.



9

Town of Putnam Valley

To: Putnam Valley Town Board
From: Susan L. Manno
Date: July 31, 2017
Subject: Accept Bid - Air Conditioning System Town Hall Building

I formally request that the town accept the bid from AMX Cooling & Heating for the Air Conditioning System for the Town Hall Building in the amount of \$19,988.00. This system will cover the right side of the Town Hall. The existing system is original to the building and can no longer be repaired. This expense has been included in the 2017 Budget.

The bids were as follows:

Company - AMX Cooling & Heating
Address - 101 Castleton Street, Pleasantville, New York 10570
Bid Amount \$19,988.00

Company - Dwight Getting Heating and Air Conditioning
Address - 5 Schuman Road, Millwood, New York 10546
Bid Amount \$20,795.00

Company - Taconic Heating & Cooling Corporation
Address - 9 Dogwood Road, Cortlandt Manor, New York 10567
Bid Amount \$21,885.00

Company - Westrock Mechanical Corporation

Address - P.O. Box 56, Tallman, New York 10982

Bid Amount \$23,180.00

Company - Perfect Comfort

Address - P.O. Box 384, Salisbury Mills, New York 12577

Bid Amount \$20,650.00



10

Town of Putnam Valley

To: Putnam Valley Town Board
From: Susan L. Manno
Date: July 31, 2017
Subject: Authorize Supervisor to sign contract with AMX Cooling & Heating

I formally request that the Putnam Valley Town Board authorize the Supervisor to sign the Construction Contract with AMX Cooling & Heating and the town in the amount of \$19,988.00 to replace the Air Conditioning System for the right side of the Town Hall Building. AMX was the lowest responsible bidder for this project.

(FOR TOWN USE)

CONSTRUCTION CONTRACT

Construction Contract made this 10th day of August, 2017 by and between the Town of Putnam Valley ("Town"), a New York State Municipal Corporation with its principal offices at 265 Oscawana Lake Road, Putnam Valley, New York 10579, and AMX Cooling & Heating LLC, a Contractor with offices at 101 Castleton Street, Pleasantville, New York 10570.

WHEREAS the Putnam Valley Town Board has elected to commence with installation of a new Air Conditioning System on the right side of the Putnam Valley Town Hall.

WHEREAS the Construction of said repair was subjected to acquiring (3) Bids; and

WHEREAS AMX Cooling & Heating LLC, was selected by the Putnam Valley Town Board as the **lowest responsible Bid**; and

WHEREAS the parties wish to enter into a contract in furtherance of the purposes of said Bid,

NOW, THEREFORE, the parties agree as follows:

- (1) Contractor shall install a new Air Condition System to the right side of the Putnam Valley Town Hall providing all labor, materials, and supervision necessary to accomplish those tasks.
- (2) All work to be conducted and materials to be furnished shall be compliant with all Federal, State and Local laws, rules and regulations.
- (3) All contracted – for work shall be completed no later than (30) days following the signing of contract.
- (4) Work shall be deemed complete when so certified by the Building Inspector.
- (5) The "General Conditions" attached hereto as Schedule "C" are incorporated herein and made a part of this contract. Where same are in conflict this contract shall govern.
- (6) Workmanship shall be warrantied for a period of (1) year.

(7) _____ Materials shall be warrantied for a period of (1) year.

(8) The bid for the work, labor and material to be furnished by contractor, is the sum of \$ 19,988.00 . Said sum shall be paid after final inspection by the Building Inspector at completion of project.

Dated: _____, 2017

By: _____
Contractor
AMX Cooling & Heating LLC

By: _____
Town of Putnam Valley
Town Supervisor



11

Town of Putnam Valley

To: Putnam Valley Town Board
From: Susan L. Manno
Date: July 28, 2017
Subject: Waive Building Permit Fees - Air Conditioning System Town Hall

I formally request that the Putnam Valley Town Board waive the Building Permit fees for the installation of a new Air Conditioning System for the Putnam Valley Town Hall. This project will begin the end of August 2017.

TOWN OF PUTNAM VALLEY
HVAC PERMIT APPLICATION

OWNER Town of Putnam Valley T.M.# 72.16-1-23
 MAILING ADDRESS _____ PHONE # 845-526-9114
 LOCATION OF 265 Oscawana Lake Road Church Road
 PROPERTY Putnam Valley, NY 10579 NEAREST INTERSECTION Oscawana Lake Road
 SUBDIVISION _____ LOT# _____
 ZONING _____ SIZE OF LOT (SQ.FT.) _____ HEIGHT _____

DESCRIPTION OF CONSTRUCTION Replace A.C. System right side of Town Hall Bldg.
 EST. COST \$19,988.00

I, Sam Oliverio, Jr., do hereby agree that the Building Code will be complied with whether the same is specified or not; as well as the Sanitary Code, Plumbing Code and any other Law, rule or regulation affecting said structure of building. The Inspector shall have the right to enter any premises during the daytime, at reasonable hours, in the course of his duty.

All work shall be performed in accordance with the construction documents submitted and accepted as part of this application, unless changes to those documents have been approved by the Code Enforcement Officer responsible for enforcement of the code.

I, the owner, will be responsible for any and all outstanding Town charges including town consultant fees, associated with this permit and payable to the Town of Putnam Valley.

(INITIAL) S/O

Temporary sanitary facilities must be supplied until permanent sanitary facilities are operational per Section 311 of the N.Y.S. Plumbing Code. A copy of the receipt for the portable sanitary facilities or a written acknowledgement from owner that the sanitary facilities are available for use in the existing structure during construction is being done under this permit. (INITIAL) _____

DATE: 8/1/17

(Owner or Agent) Supervisor

PUTNAM COUNTY HVAC CONTRACTOR'S NAME & LICENSE # AMX Cooling & Heating LLC
Putnam County Plumbing/Mechanical License Number: 002

I find plot plan to conform to the Zoning Ordinances of the Town of Putnam Valley and hereby approve same; subject to further approval and compliance with the requirements of the State Building Code and the Sanitary Code of this Town, Plumbing Code, as well as any other law, rule or regulations of the State, County, Town or Bureau or Department hereof.

DATE: _____

BUILDING AND ZONING INSPECTOR

PAID: HVAC Permit \$ Waived
 TOTAL \$ Waived

15
August 03, 2017

To,

Mr. Sam Oliverio, Jr. & Town Board Members,

I Sergio Recine residing at 5 Grove Street, Putnam Valley, NY in the Roaring Brook Community and member of the property owners association would like to respectfully ask for consideration of appointment to the 'Lake Preservation Committee ' for the Roaring Brook Lake Community.

I would like to thank the board members for their consideration in the matter set forth in this request and humbly look forward to your decision to hopefully allow me to help my community with this charge.

Sam Oliverio

For August

17

From: Dan Hogan <aquadan@gmail.com>
Sent: Monday, July 17, 2017 3:20 PM
To: Sam Oliverio
Subject: Re: Planning for LP Tag Sale Sept. 9-10, 2017

July 17, 2017

Dear Members of the Putnam Valley Town Board,

I am writing today to officially request the use of the parking lot located across from Lakeside Deli in Lake Peekskill for both Saturday September 9 and Sunday September 10, 2017. We are planning our annual Lake Peekskill Tag Sale to be held that weekend before bulk trash pick-up in order to reduce the amount of waste and increase the amount of community spirit and awareness. The tag sale hours are 9am to 4pm both days.

We know that last year you past a resolution for us to have this event and we are therefore formally requesting that you make the same resolution for this year. As agreed last year, we promise to keep the handicapped spaces plus 4 regular additional parking spaces free and clear for use by drivers. It is our mission to create a safe & fun atmosphere where "one man's junk will become another man's treasure" and stay needlessly out of landfills.

We appreciate your assistance and hope that you will be able attend.

Sincerely, Dan Hogan on behalf of the Lake Peekskill Tag Sale committee

On Mon, Jul 17, 2017 at 2:56 PM, Sam Oliverio <SOliverio@putnamvalley.com> wrote:

Thank you Dan!

Sam Oliverio

Supervisor –Town of Putnam Valley

845-526-2121

Carpe Diem!

From: Dan Hogan [<mailto:aquadan@gmail.com>]
Sent: Monday, July 17, 2017 12:25 PM
To: Sam Oliverio <SOliverio@putnamvalley.com>
Cc: Christine Somers <csomers@footsteps.bz>; Noel <Ndlc1960@gmail.com>; Jeanine Bellantonio <jeanine0188@yahoo.com>
Subject: Re: Planning for LP Tag Sale Sept. 9-10, 2017

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Subject: Re: Planning for LP Tag Sale Sept. 9-10, 2017