

2

... ---Resolved that effective January 1<sup>st</sup> of 2020 any and all elected Town Positions will be compensated by the stated base salary of the elected position as indicated in that year's budget. No additional benefits for longevity, sick/personal/vacation day trade-ins or any other union type or contractual additional benefit shall be paid. The individual running for an elected position will receive only the stated salary for that position (plus whatever stipend for additional work the position requires). Nothing else will be added to the stated salary.

3

... -Resolve to authorize the Supervisor to sign the attorney contract with Mr. Lewis Wrobel in the handling of the Chapter 11 Bankruptcy Case of Mr. Alexander Kasper. The hourly rate is \$300 a hour.

P 845.454.2221  
F 845.297.2250

MAIN OFFICE  
(RESPOND HERE)  
1984 NEW HACKENSACK RD  
POUGHKEEPSIE, NY 12603

WAPPINGERS OFFICE  
62A EAST MAIN STREET  
WAPPINGERS FALLS, NY 12590

POUGHKEEPSIE OFFICE  
POUGHKEEPSIE JOURNAL  
BUILDING  
85 CIVIC CENTER PLAZA  
SUITE 201A  
POUGHKEEPSIE, NY 12601

NEWBURGH OFFICE  
372 FULLERTON AVE  
UPPER LEVEL  
NEWBURGH, NY 12550

December 21, 2018

Transmitted Via Email: [SOliverio@putnamvalley.com](mailto:SOliverio@putnamvalley.com)

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

**Re: Alexander Bernard Kaspar  
Chapter 11 Bankruptcy  
Case No.: 18-36662**

Dear Supervisor Oliverio:

On behalf of Handel & Carlini, LLP, I wish to thank you for retaining me to represent your interests with regard to the above entitled matter. We appreciate your confidence and look forward to assisting you in connection with this matter.

This letter sets forth our agreement relative to our representation and the payment of our fees for legal services in this matter. I request that you review the following, sign this letter and return it to me. Until notified to the contrary, I shall proceed with the handling of this matter on the basis of the agreement set forth herein.

1. Retainer: I will not require a retainer with regard to this matter.
2. Fees For Legal Services: At this time, my hourly rate is \$300.00. If our fee structure is modified in the future, we shall provide thirty (30) days notice of same to you, and the new rates shall not become effective with respect to your matters until the expiration of that thirty (30) day period.
3. Costs and Disbursements: In addition to charges for legal services rendered, certain costs and disbursements will be incurred in the handling of this matter. Such costs and disbursements shall be billed to you as a separate item. Such costs shall include electronic research fees, filing fees, service fees and related office expenses such as toll calls, photocopying and the like.
4. Appeal and Judgment Enforcement: The schedule of fees and costs set forth above applies to litigation through a final judgment or order.

In the event that a final judgment or order is rendered and you elect to enforce, collect or appeal such judgment or order, another arrangement must be reached with me at such time and, by undertaking this representation, I am not now agreeing to represent your interests with respect to any such judgment proceeding or appeal. I would be pleased to discuss with you my present arrangements concerning such representation.



5. Billing and Payment of Bills: You will receive a billing for legal fees and costs approximately every thirty (30) days. You will be required to pay your bill for fees and costs, in full, upon receipt. If you have any questions concerning your billing upon its receipt, do not hesitate to contact us. Amounts not paid within thirty (30) days bear interest at 1.0% per month.

6. Termination of Representation: We shall continue to represent your interest in these matters until any of the following occurs:

(a) You notify us that you no longer desire our representation;

(b) An unforeseen conflict has developed which, under the circumstances, requires our withdrawal as counsel;

(c) Such other circumstances develop which make it necessary, or appropriate, that our attorney-client relationship be severed; or

(d) Consistent with controlling ethical rules and the law, should you fail to communicate or cooperate in the case and/or fail to pay us consistent with the terms of this agreement.

Should any of these circumstances occur, we shall terminate our relationship by consent. You shall pay us for all work done on your behalf up to and including your receipt of our letter severing our relationship.

7. Affiliations: One or more principles of Handel & Carlini, LLP may have some affiliation or interest in the following companies: Handel Companies; Bernard Handel, CPA; Double Deuce Enterprises, Inc. d/b/a Superior Process; Real Property Abstract & Title Services, LLC.

8. Arbitration: While we seek to avoid any fee disputes with our clients, and rarely have such disputes, in the event such a dispute does arise, you are advised that you have the right, at your election, to seek arbitration to resolve the fee dispute. In such event, we shall advise you in writing by certified mail that you have thirty (30) days from receipt of such notice in which to elect to resolve the dispute by arbitration, and shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both you and this firm. Once again, we appreciate the opportunity to be of service to you in this matter.

Once again, we appreciate the opportunity to be of service to you in this matter.

Very truly yours,

**HANDEL & CARLINI, LLP**

By: Lewis D. Wrobel

Lewis D. Wrobel, Esq.

I HEREBY AGREE AND CONFIRM THAT THIS AGREEMENT REPRESENTS MY UNDERSTANDING WITH HANDEL & CARLINI, LLP RELATIVE TO ITS REPRESENTATION OF ME AND THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT.

DATED: December \_\_\_\_\_, 2018

TOWN OF PUTNAM VALLEY

Sam Oliverio Jr., Supervisor

(4)

RESOLVED, that the Town Board adopt the Town Fees set for 2019

**TOWN OF PUTNAM VALLEY 2019 FEE SCHEDULE**

**BUILDING DEPARTMENT – 2019 FEES\***

\*The fee for permits for work undertaken and/or completed prior to the obtainment of a building permit shall be \$1,500.00 or as determined by the Town Board.

<b>CONSTRUCTION COST EVALUATION:</b> Unless Otherwise Noted Building Permit Fees are based on estimated construction cost of proposed structure times the fee rate per \$1000 of the estimated cost	<b>RESIDENTIAL Estimated Construction Cost</b>	<b>COMMERCIAL Estimated Construction Cost</b>
<b>FEE RATE PER \$1000 OF ESTIMATE CONSTRUCTION COST</b>		
Building Permit Per \$1,000.00	\$20.00	\$20.00
1. A. Dwellings including one family only	\$130.00 Sq. Ft.	
1. B. Dwellings including two family only	\$200.00 Sq. Ft.	
2. Multiple Family:		
a. Apartments, Hotels, Motels		\$150.00 sq. ft.
b. Boarding Houses, Nursing and		
c. Convalescent Homes		\$150.00 sq. ft.
3. Garages: Unattached or Attached	\$80.00 Sq. Ft.	
a. Carport (prefab)	\$75.00	
b. Carport with footings	\$50.00 Sq. Ft.	
4. Accessory Buildings, Utility Buildings	\$50.00 Sq. Ft.	
5. Solar Panels **NOTE- 30% Discount on Solar Panels	\$75.00 Sq. Ft.	
6. Finished Basements	\$75.00 Sq. Ft.	
7. Interior Renovations	\$50.00 Sq. Ft.	\$60.00 sq. ft.
8. Sheds 120 Sf. and under	\$75.00	
9. Docks/Porches/Decks/Roof-Rafters	\$45.00 Sq. Ft.	
a. Patios Under 150 sf	\$75.00	
b. 151 sf and up (patio)	\$15.00 Sq. Ft.	
Decks		
a. replace railings	\$75.00	
b. replace stairs	\$75.00	
10. Mercantile/Commercial		
a. Agriculture Building		\$500.00 Flat Fee
b. Buildings, Office Buildings		\$150.00 sq. ft.
c. Garages		\$150.00 sq. ft.

**2018 PLANNING BOARD FEES AND ESCROWS**

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Application Type	Planning Board Fee
<b>Extensions</b>	<del>\$100.00</del> application fee <i>200.00</i>
Subdivision	\$1,000 (per lot to be developed) application fee/\$5,000 recreation fee (per lot to be developed)
Lot Line Realignment	<del>\$300</del> application fee <i>500</i>
Commercial Site Development Plan	\$600 application fee/\$.20 per sq. ft. of new building construction (gross area, per floor)
Residential Site Development Plan	\$500 application fee (in the case of a subdivision, \$500 shall be provided for each lot to be developed)
Special Use Permit (Excludes New Tower Construction/Co-location *See Town Clerk Fees)	\$800 application fee
Major Grading Permit and Wetland Permit, mitigation/stabilization	\$500 application fee (in the case of a subdivision, this fee shall cover the entire project and will not be charged for each new lot)
Public Hearing Fee	\$300 (this fee shall cover all simultaneous public hearings)
Inspection Fee	5% of the cost of all required improvements (case-by-case basis)

**Notes:**

1. Each application requires a public hearing. A \$300 public hearing fee is required and shall be provided to the Planning Board Clerk prior to the hearing.
2. If an applicant requires two or more of the above-mentioned approvals, the applicant is responsible for the fees associated with each application; however, when public hearings are conducted simultaneously, only one public hearing fee will be charged.
3. The recreation fee associated with a multi-family development shall be \$5,000 per dwelling unit.

Amendments to previously approved plans/permits shall require a new application and associated fees.

**Planning Board Escrow Funds**

Application Type	Escrow Amount
Subdivision	\$4,500
Lot Line Realignment	<del>\$3,000</del> <i>4,000.00</i>
Site Plan	\$5,000
Site Development Plan	\$3,500
Special Use Permit	\$3,000
Major Grading Permit	\$2,000
Construction Monitoring Escrow	\$2,500 (in the case of a subdivision, \$2,500 shall be provided for each lot to be developed)
New Cell Tower Construction/Co-Location onto Cell Tower	Initial Payment \$7,500 for each application. Escrow to compensate consultant services required by Planning Board and Town Board. Additional monies may be required as determined

**Notes:**

1. The Town employs the services of outside consultants, as needed, in the review of Planning Board applications. Project applicants are required to reimburse the Town for the fees of said consultants, and an escrow account will be established and maintained for the payment of such fees upon receipt of a project application. The account will be maintained and supplemented, as needed, throughout the review process and, where appropriate, during monitoring after project approval.
2. The above indicated escrow amounts do not account for multiple reviews by any Town consultant.
3. The above indicated escrow amounts do not reflect the escrow required to review or prepare certain SEQRA documents (i.e. Scoping document/ DEIS/ FEIS/ Finding Statement).
4. If an applicant requires two or more of the above-mentioned approvals, the applicant is responsible for the escrow associated with each application.

Seconded by Councilwoman Annabi, unanimously carried

### 2019 ZONING BOARD OF APPEALS FEES

\*refer to Section 165.88 of the Putnam Valley Zoning Ordinance.

Interpretation	\$375.00 †
Area Variance	\$250.00 †
Use Variance	\$425.00 †
New Houses	\$325.00 †
Rehearing	\$325.00 †
Rehearing – Beyond 30 days	\$350.00 †
280-A	\$275.00
Area Variances requested after construction:	
Livable Space	\$750.00**
Sheds, Pools, etc.	\$525.00
Decks	\$525.00
† All fees include Non-returnable Sign	
** Up to 600 square foot renovation. Any square footage above 600 would be assessed at \$1,500.00, except for accessory apartment renovation for which the fees would be \$3,000.	



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**RESOLUTION**

RESOLVED, to appoint Michelle Stephens as clerk in the Building Department at Step I of the CSEA designated Clerk1 position salary, \$39,405.

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#4338

# BADEY & WATSON

Surveying & Engineering, P.C.

3063 Route 9, Cold Spring, New York 10516

Phone (845) 265-9217 Fax (845) 265-4428

A Professional Corporation Tax ID No.: 13-3384340

## INVOICE

39854

Key: 8139

Questions regarding this invoice must be made within 30 days of the invoice date.

### BILLED TO:

Town of Putnam Valley  
c/o J. Robert Folchetti  
31 Sodom Road  
Brewster, NY 10509

Date of Invoice 27 Dec 2018  
BW,PC File Number 18-191  
Work Order Number 24505  
Project Director SRM

### WORK REQUESTED BY:

Todd W Atkinson PE  
J. Robert Folchetti & Associates, LLC  
31 Sodom Road  
Brewster, NY 10509

### PROPERTY LOCATION

County Putnam  
City or Town Putnam Valley  
Village 372800  
Street Address Lovers Lane  
Tax Map Number Several  
Filed Map Name  
Filed Map Number  
Filed Map Lots

### For Professional Services Rendered:

A.1010.416

#### DESCRIPTION OF SERVICES COMPLETED:

P.O. or Title No:

Topographic Survey with Trees around the existing Lovers Lane Bridge

FEE: \$7,750.00  
EXPENSES: \$0.00  
RETAINER: \$0.00  
ADJUSTMENT: \$0.00

**PLEASE PAY THIS AMOUNT \$7,750.00**

To pay via our secure website, go to badey-watson.com, click on Contact us, and enter the invoice number.

TERMS: Net 30

PLEASE RETURN YELLOW COPY

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November 7, 2018

Todd Atkinson, P.E.  
J. Robert Folchetti & Associates, LLC  
31 Sodom Road  
Brewster, NY 10509  
[Todd.Atkinson@jrfa.com](mailto:Todd.Atkinson@jrfa.com)  
845-363-1560



RE: Lovers Lane Bridge  
Town of Putnam Valley, NY  
B&W Q9227

Dear Mr. Atkinson:

Thank you for the opportunity to present this proposal for surveying services associated with the replacement of the bridge on Lovers Lane in the Town of Putnam Valley. We have reviewed the map you provided showing the limits of the survey. Based on our experience with similar projects and our understanding of your needs in this regard we offer the following:

**WHAT WE PROPOSE TO DO**

**Option 1**

We will prepare and certify a Topographic Survey of the areas around the existing Lovers Lane Bridge in the Town of Putnam, Valley. The limits of the survey are shown on the map which you provided with your request and which we attach here by reference. The area to be considered is 3.2 acres.

The survey will be compiled from a combination of classic topographic data obtained from total station measurements and terrestrial lidar scan data suitable for the development of one-foot contours. One-foot contours and selected spot elevations will be mapped. The location of physical features within the survey limit will be shown, including but not limited to, road pavements, bridge decks and abutments, dam structures, walk ways, rock outcrops, above grade utilities, surface evidence of below grade utilities and buildings.

Unless otherwise directed, the survey will be referenced to the NYS Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88).

We will prepare our map using AutoCAD release 2004 or higher. Mapping will be provided in hard copy prints, .pdf and .dwg formats.

## Option 2

This option includes the Topographic Survey noted in Option 1 above together with the location of all trees 6" D.B.H and over within the mapping limit. Trees will be identified by their common name but will not be tagged.

## FEE

The fees we will require to complete this work are shown in the following table.

Option	Fee
1 – Topographic Survey	\$6,925.00
2 -Topographic Survey with Trees	\$7,750.00

These are fixed, lump sum fees which reflect prevailing wage rates for field personnel as required by the NYS Dept. of Labor for "public work".

## SCHEDULE

Regardless of which option is ordered, we expect the survey will be completed and delivered within 20 business days of authorization, subject to inclement weather.

## ADDITIONAL SERVICES

Additional services are any services requested by you that are not offered in this proposal. If additional work is requested, the fee will be calculated using our current hourly rates. We will be pleased to provide an estimate of our fee for any additional work prior to it being authorized. We have attached our rate schedule.

## INVOICING & PAYMENT

You will be invoiced for any balance of our fee when the survey is completed. Payment is due when the bill is rendered. Payment is expected within 30 days. If your account ages more than 30 days, a service charge of 1.25% per month (15% per annum) will be charged.

## AUTHORIZATION


The work may be authorized by having the responsible party sign the place provided below and returning the signature page to us with a retainer of twenty-five hundred (\$2,500.00) dollars. The signature may be scanned and emailed to (ntompkins@badey-watson.com) or faxed to (845) 265-4428. The retainer may be paid by credit card by calling Nancy Tompkins at (845) 265-9217 extension 18 or Rebecca Linda at extension 11, and providing the necessary information. This proposal is subject to change if not accepted within 60 days of the date hereof.



**CONCLUSION**

We trust the foregoing is complete, understandable and responsive to your request. If it is not, or if you require anything more, please do not hesitate to contact me. Again, thank you for considering us for this project.

Yours truly,  
**BADEY & WATSON,**  
Surveying & Engineering, P.C.

by   
Stephen R. Miller, L.S.

SRM/bms

**AUTHORIZATION**

**Topographic Survey**  
Lovers Lane Bridge - Town of Putnam Valley  
November 7, 2018

The services described above are authorized under the terms specified herein.

by Town of Putnam Valley date 11/19, 2018

Please provide the following information about the responsible party signing above.

Name Sam Oliverio Jr. - Town Supervisor

Address 265 Oslawski Lake Rd.  
Putnam Valley, NY 10579

Please indicate the appropriate Option:

Option	Authorize by Initialing Here
1 - Topographic Survey	
2 - Topographic Survey with Trees	<u>SO</u>



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**AUTHORIZE SUPERVISOR TO SIGN PVVFD ANNUAL CONTRACT**

Amend Resolution #19-41 to read as follows:

**RESOLVED**, that the Town Board authorize the Supervisor to sign the Putnam Valley Volunteer Fire Department's contract for 2019 for the sum of \$1,259,000.