



TOWN OF PUTNAM VALLEY

Town Board Work Session

May 11th, 2022

Town Hall

5 PM

~~~~~

**Meeting called to Order**

**Pledge of Allegiance**

1. Presentation by Snyder & Snyder for Concept Approval regarding Porters Road Wireless Facility
2. Facilities: Authorize Surplus Computer Equipment
3. Finance:
  - a. Approve Letter of Engagement for Bond Counsel
  - b. Approve Go To Bid For BAN Renewal – Highway Equipment Purchases, Lake Oscawana Harvesting Framework and Glenmar Gardens Water System
4. District:
  - a. Approve Roaring Brook Lake Superintendent 2022
  - b. Approve LPID Beach Monitor Appointments 2022
  - c. Approve LPID Supervisor's Appointments 2022
  - d. Approve Lake Oscawana Harvester Operators Appointments 2022
  - e. Approve Lookout Manor Appointments for 2022
5. Highway: Approve Hourly Rate Increase for Seasonal Laborers
6. Approve Request to Name Pudding Street Overpass "First Responder's Bridge"
7. Approve Appointment of Court Clerk to Town of Putnam Valley Justice Court
8. Daily Fee Report – Summary April 1, 2022 – April 30, 2022
9. Audit of Monthly Bills

**Adjournment**

**Next Town Board Meeting: Wednesday, May 18<sup>th</sup>, 2022, 6 PM**



2

## Town of Putnam Valley

**To:** Putnam Valley Town Board  
**From:** Susan L. Manno  
**Date:** April 21, 2022  
**Subject:** Authorize Facilities Department to  
Surplus Computer Equipment

*SJM*

I formally request that the Putnam Valley Town Board authorize the Facilities Department to surplus the following computer equipment from the Assessor's Office:

HP Compaq nx 7400 (Laptop)  
Serial # CNU6420FCK

Battery: CT:6B47C01B2TF05C

Power Cable: 213349-001

Power Cable: 381090-001

This equipment has not been used for years and is of no monetary value.

2

To: Susan Manno, Facilities Manager

From: Sheryl Luongo, Assessor

Re: Surplus Equipment

Date: April 15, 2022

Please declare this as surplus equipment as it is quite old and has not been used for years.

HP Compaq nx 7400  
Serial Number: CNU6420FCK

Battery: CT:6B47C01B2TF05C

Power cable: 213349-001

Power cable: 381090-001



3a

JACQUELINE ANNABI  
TOWN SUPERVISOR

---

TO: TOWN BOARD  
FROM: JAQUELINE ANNABI  
SUBJECT: Letter of Engagement for Bond Counsel  
DATE: May 3, 2022

---

RESOLVE, that the Town Board authorize the Town Supervisor to enter into a contract with Harris Beach PLLC, Attorneys at Law, for the purposes of providing counsel pertaining to bonds and short term notes. Jeremy Storch, our existing counsel, has moved law firms, thereby necessitating a new Letter of Engagement for Legal Services be executed.

100 WALL STREET  
NEW YORK, NEW YORK 10005  
212.687.0100

**JEFFREY E. STORCH**  
MEMBER  
DIRECT: 212.912.3504  
FAX: 212.687.0659  
JSTORCH@HARRISBEACH.COM

May 3, 2022

Town Board of the Town of Putnam Valley  
c/o Maria Angelico  
265 Oscawana Lake Road  
Putnam Valley, New York 10579

Re: Engagement for Legal Services

Dear Maria:

This letter summarizes the proposed terms of our firm's representation of Town of Putnam Valley (the "Town"), including the scope of services we will be providing pursuant our continued engagement, and the agreed upon fee and billing arrangements. Please note that our representation will be limited to the Town and does not extend to any separate or differing interests of its elected and appointed officials, trustees, or employees.

**Scope of Engagement**

1. Provide legal advice and consultation relating to tax matters associated with public financing.
2. Provide legal opinions with respect to the authorization and issuance of debt obligations and whether the interest paid is tax-exempt under Federal and/or State laws and regulations.
3. Draft and review legal documentation including all required resolutions, financing documents, closing documents and transcripts and coordinate the authorization and execution of those documents.
4. Provide ongoing legal services in matters relating to interpretation of applicable regulations, legislation or pending litigation.
5. Participate in conference calls or meetings, as requested, relating to the issuance of bonds or notes.
6. Provide ongoing information to the Town staff regarding the activity and legal status of its financing transactions.
7. Perform due diligence regarding the Town and its financing transactions.

Should you request our assistance with respect to other matters not outlined above, the scope of that engagement, the services we will provide, and any other relevant information will be

the subject of a separate written acknowledgment (which may be communicated by email) by the Firm and the Town that relates specifically to such other matter, but which may incorporate the other terms of this engagement letter by reference.

Except as we may otherwise both agree in writing, you agree that we may disclose the fact of our representation of you, including in materials that the Firm uses to describe its practices and expertise.

**Firm Personnel; Principal Contact.**

Jeff Storch will be responsible for supervision of this engagement, but the Town is engaging the Firm as a whole and not any individual attorney. He can be reached at (212) 912-3504. As necessary or appropriate, the Firm will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to this engagement.

**Fee Arrangement.**

In consideration of the services to be performed, you have agreed to the attached fee schedule.

**Client Responsibilities**

The Town agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. The Town also agrees to pay in a timely manner our statements for services and expenses as provided above.

**Termination of Engagement**

Either the Town or Harris Beach may terminate this Engagement at any time for any reason by written notice, subject, on our part, to the rules of professional responsibility. No such termination, however, will relieve the Town of the obligation to pay the legal fees owed to Harris Beach for services performed and other charges owed to us through the date of termination. After the completion of our services on the Town's behalf, changes may occur in applicable laws or regulations that could have an impact upon the Town's future rights and liabilities. Unless the Town engages Harris Beach after completion of the Engagement to provide additional advice on issues arising from the Engagement or related matters, Harris Beach has no continuing obligation to advise the Town with respect to future legal developments.

**Conclusion of Representation; Disposition of Client Documents**

Following termination of this engagement, any otherwise nonpublic information the Town has supplied to Harris Beach that is retained by Harris Beach will be kept confidential in accordance with applicable rules of professional conduct. At the Town's request, papers and property will be returned promptly after receipt of payment for any outstanding fees and costs. Our own files pertaining to the matters worked on for the Town will be retained by the firm. These firm files include, for example, firm administrative records; internal lawyers' work product such

as drafts, notes, internal memoranda; and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We will retain all remaining documents for a certain period of time, but reserve the right for various reasons including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the termination of the engagement.

### **Communication with the Town**

Unless the Town directs otherwise, the Firm will use unencrypted e-mail as the primary means of communication with the Town, and the Town shall inform the Firm of which e-mail address(es) the Firm should use for such communication. The Firm may also use cellular telephones (including smart phones) and facsimile machines to communicate with the Town. Texting is not a preferred method of communication, but may be used on a limited basis to communicate non-sensitive information to the Town. The Firm will take reasonable steps to protect the confidentiality of Firm-Client communications, but, unless applicable law provides otherwise, the Firm will not be responsible for disclosures of the Town's confidential information occurring from the use of such communication technologies. The Town agrees to notify the Firm with any requests or requirements regarding the Firm's methods of communication that differ from the foregoing.

### **Possible Conflicts**

Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only the Town that the Firm represents, and not any of its Affiliates. The Town agrees not to give the Firm any confidential information regarding any Affiliate unless: (a) that Affiliate has separately engaged the Firm to perform services on that Affiliate's behalf; or (b) such information is essential to the engagement set forth herein. While the Firm recognizes that to act adversely to any Affiliate could jeopardize a long-term relationship with the Town, which the Firm does not wish to do, for conflict of interest purposes the Firm reserves the right to represent another client with interests adverse to any Affiliate that is not itself a Firm client without obtaining any consent from the Town or the Town's Affiliates.

The Firm maintains a Risk Management Committee that acts as in-house counsel to its attorneys and will, on occasion, retain outside counsel when an attorney handling a client matter may have a concern on a matter of professional responsibility. To the extent the Firm is addressing its duties, obligations, or responsibilities to the Town in those consultations, it is possible that a conflict of interest might be deemed to exist as between Firm lawyers or the Firm and the Town. The Town agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege and that the Town will not seek to discover or inquire into them. Of course, nothing in the foregoing shall diminish or otherwise affect the Firm's obligation to keep the Town informed of material developments in the Firm's representation of the Town, including any conclusions arising out of such consultations to the extent that they affect the Town's interests.

Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please so indicate by returning a countersigned copy of this letter.

Consistent with its policy, the Firm reserves the right to delay commencement of work on this engagement until the Town has signed and returned this letter to me.

We look forward to working with you and appreciate the opportunity to continue to represent the Town as bond counsel.

Sincerely,



Jeffrey Storch

Agreed and Accepted this \_\_\_\_

day of \_\_\_\_\_

TOWN OF PUTNAM VALLEY

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

Name: Jacqueline Annabi

Title: Town Supervisor



## NEW YORK FEE SCHEDULE.

**Serial Bonds (public sale).** Fees in connection with the sale and issuance of the Town's general obligation serial bonds and statutory installment bonds sold competitively shall be determined as follows:

- A base fee of \$3,000 PLUS
- 80 cents per \$1,000 of the principal amount of the bonds to and including \$10,000,000.
- In addition, there shall be a fee of \$800 for the preparation of each serial bond resolution and/or any proceedings relating to such issuance and a \$750 fee for the review of any Official Statement and/or Notice of Sale.

Such fees shall cover **all legal services and expenses** (save overnight delivery) necessary for the closing of such bond issue, including, but not limited to, all correspondence with the Town, the production of closing documents, closing with DTC and any transcripts prepared in connection therewith.

**Short Term Notes.** Fees in connection with the sale and issuance of the Town's bond anticipation notes, revenue

anticipation notes and tax anticipation notes shall be determined as follows:

- A flat fee of \$1,500 for any issue under \$1,000,000.
- A flat fee of \$2,000 for any issue under \$2,000,000.
- A base fee of \$2,500 for any issue on or over \$2,000,000, plus 75 cents per \$1,000 of the principal amount of the notes.
- In addition, there shall be a fee of \$800 for the preparation of each serial bond resolution and/or any proceedings relating to such issuance and a \$750 fee for the review of any Official Statement and/or Notice of Sale.

Such fees shall cover **all legal services and expenses** (save overnight delivery) necessary for the closing of such note issue, including, but not limited to, all correspondence with the Town, the production of closing documents, closing with DTC and any transcripts prepared in connection therewith.

**Serial bond issues and statutory installment bonds (Negotiated)**. All fees relating to the issuance of any serial bonds sold in a negotiated sale (*e.g.* refunding issues and issues with the NYS Environmental Facilities Corp.) shall be billed at a flat fee (with a maximum not to exceed cap) to be

determined in coordination with the purchaser of the bonds (or EFC) and approved by the Town.

Such fees shall cover **all legal services and expenses** (save overnight delivery) necessary for the closing of such bond issue, including, but not limited to, all correspondence with the Town, the production of closing documents, closing with DTC and transcripts provided.

**Hourly Fees.** Any related services provided to the Town not described above shall be charged on a per-hour basis at the rate of **\$250/hr** (excluding any litigation services). Such services include, but are not limited to, client visits or visits on behalf of the client and the discussion and research of legal issues outside the general issuance of serial bonds or notes and the preparation of any documentation related thereto. Please note that, prior to performing any service to be charged on an hourly basis, we shall seek and receive the Town's approval to perform such service.


In addition to such hourly fees, with respect to only those projects for which such fees are billed, there will be other charges for items incident to the performance of legal services, such as overnight delivery, travel expenses, specialized computer applications such as computerized

legal research, and filing fees, if any. The Town shall have the right to request and receive copies of any receipts or documentation necessary to verify our costs.



36

---

**TO:** TOWN BOARD  
**FROM:** MARIA ANGELICO, Director of Finance   
**SUBJECT:** BAN Renewal – Highway Equipment Purchases, Lake Osawana Harvesting Framework & Glenmar Gardens Water System  
**DATE:** April 6, 2022


---

RESOLVE, that the Town Board approve the Director of Finance to go out to bid for a BAN Renewal for Highway Department Equipment Purchases, Lake Oscawana Harvesting Framework, and the Glenmar Water System.

4a

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

# Memo

**To:** Town Board  
**From:** Karen Kroboth – District Clerk   
**Date:** 4/25/2022  
**Re:** Roaring Brook Lake Superintendent appointment 2022


---

I formally request the Town Board appoint Abby O'Brien as the Roaring Brook Lake Superintendent for the 2022 season at a salary of \$4,100.00, with no benefits. This position will run from mid-May through mid-September.

4b

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**Memo**

**To:** Town Board  
**From:** Karen Kroboth – District Clerk   
**Date:** 4/28/2022  
**Re:** LPID Beach Monitor appointments 2022

---


I formally request the Town Board appoint the following people as Beach Monitors for the 2022 season at an hourly rate of \$10.75 with no benefits. This position will run from Memorial Day weekend (5/28) through Labor Day weekend (9/5).

- William Catrini
- Joseph Aviles
- Marianne Forlano
- Susan Gaffney

4c

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**Memo**

**To:** Town Board  
**From:** Karen Kroboth – District Clerk   
**Date:** 4/28/2022  
**Re:** LPID Supervisor's appointments 2022

---

I formally request the Town Board appoint Joseph Aviles as the LPID Beach Supervisor Monday thru Friday for the 2022 season at a salary of \$1,050.00, with no benefits.

I also request that Marianne Forlano be appointed as the LPID Beach Supervisor Saturdays and Sundays for the 2022 season at a salary of \$500.00, with no benefits.


These appointments will run from May 27<sup>th</sup>, 2022 to September 5<sup>th</sup>, 2022.



4d

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

# Memo

**To:** Town Board  
**From:** Karen Kroboth – District Clerk   
**Date:** 4/28/2022  
**Re:** Lake Oscawana Harvester Operators appointments, 2022

---

I formally request the Town Board appoint Mathew Florio as the Lake Oscawana Harvester Operator for the 2022 cutting season (May-October), at an hourly rate of \$25.00, with no benefits.


I also request that Brendan O'Brien be appointed as the Assistant Harvester Operator for the 2022 cutting season (May-October), at an hourly rate of \$24.00, with no benefits.

I also request that Earl Smith be appointed as an as needed Operator for the 2022 season at an hourly rate of \$20.00, with no benefits.

Ye

**TOWN OF PUTNAM VALLEY  
DISTRICTS**

**Memo**

**To:** Town Board  
**From:** Karen Kroboth – District Clerk   
**Date:** 4/25/2022  
**Re:** Lookout Manor appointments for 2022

---

I formally request the Town Board authorize \$300.00 to be paid to Abby O'Brien to prepare Lookout Manor for opening.

I also request that Joseph Aviles be appointed as a laborer for Lookout Manor for the 2022 season as needed, at an hourly rate of \$20.00, with no benefits.

Shawn Keeler  
Highway Superintendent  
SKEELER@PUTNAMVALLEY.COM

265 Oscawana Lake Road  
Putnam Valley, NY 10579

David Donkin  
General Foreman

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

Margaret Bradley  
Senior Clerk Typist

Hours of operation:  
7:00 AM - 3:30 PM

Alexis Acevedo  
Part-time Clerk

5

## Town of Putnam Valley Highway Department

April 29, 2022

### MEMORANDUM

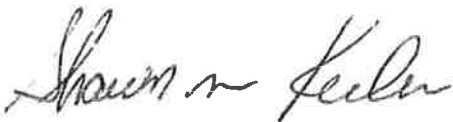
TO: Jacquie Annabi  
Members of the Town Board

FROM: Shawn Keeler  
Highway Superintendent

RE: Hourly rate for seasonal laborers

Recently I advertised in the Putnam County News and Recorder for four seasonal laborers at \$14.00 per hour. I did not receive any responses. Due to the increase in the cost of living, I am increasing the hourly rate to \$16.00 per hour. The increase is within my budget.

Sincerely,



Shawn Keeler  
Highway Superintendent



6

**JACQUELINE ANNABI**  
**TOWN SUPERVISOR**

---

**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Pudding Street Overpass - "First Responder's Bridge"  
**DATE:** April 29, 2022

---

RESOLVE, that the Town Board authorize the Town Supervisor to write a letter to Senator Sue Serino and Assemblyman Kevin Byrne to name the Pudding Street Overpass the "First Responder's Bridge".



7

**JACQUELINE ANNABI**  
**TOWN SUPERVISOR**

---

**TO:** TOWN BOARD  
**FROM:** JACQUELINE ANNABI, TOWN SUPERVISOR  
**SUBJECT:** Town Justice Court / Appointment of Court Clerk  
**DATE:** May 3, 2022

---

RESOLVE, that the Town Board appoint Sarah Antoinette to the position of Court Clerk to the Town Justice Court of Putnam Valley, effective May 16, 2022 at a salary of \$46,084.91 per annum, with benefits.

8

5/2/2022

**TOWN OF PUTNAM VALLEY**  
**OFFICE OF BUILDING & ZONING**  
**265 Oscawana Lake Road**

**Daily Fee Report - Summary**

From: 4/1/2022 To: 4/30/2022

| <b>Fee Type</b>              | <b>Count</b> | <b>Amount</b>      |
|------------------------------|--------------|--------------------|
| ADDITION/ALTERATION          | 7            | \$3,071.00         |
| ADDITIONAL FEE               | 1            | \$236.00           |
| CW                           | 7            | \$525.00           |
| ELECTRI APP/NY ELEC          | 1            | \$30.00            |
| ELECTRIC APP/SWIS            | 12           | \$360.00           |
| FENCE/WALL                   | 5            | \$375.00           |
| GAS/PROPANE                  | 4            | \$300.00           |
| GENERATOR PERMIT             | 7            | \$525.00           |
| MI                           | 4            | \$1,265.00         |
| OIL TANK                     | 4            | \$450.00           |
| PERM                         | 17           | \$8,412.00         |
| PL                           | 9            | \$840.00           |
| RE                           | 3            | \$3,398.00         |
| RU                           | 2            | \$250.00           |
| SEARC                        | 21           | \$4,000.00         |
| SI                           | 1            | \$200.00           |
| WT/S                         | 1            | \$390.00           |
| <b>Total Fees Collected:</b> | <b>106</b>   | <b>\$24,627.00</b> |
| <b>Cash</b>                  | <b>11</b>    | <b>\$1,123.00</b>  |
| <b>Check</b>                 | <b>95</b>    | <b>\$23,504.00</b> |

FEE TYPES

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