

REORGANIZATION MEETING AGENDA

Monday, January 7, 2013
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. ADOPTION OF SCHEDULES FOR THE YEAR 2013 (SEE ATTACHED):
 - A. SCHEDULE OF TOWN BOARD MEETINGS AS PRESENTED---
REGULAR MEETINGS AND AUDIT/WORKSHOP SESSIONS
 - B. SCHEDULE OF HOLIDAYS
5. APPOINTMENT OF ATTORNEY FOR THE TOWN: Mark Taylor
6. APPOINTMENT OF TAX CERTIORARI ATTORNEYS AND EXPERT CONSULTANTS:
 - A. David Murphy of Hacker & Murphy LLP
 - B. Lawrence Farbstein – Industrial & Utility Consultant Inc.
 - C. Barry M. Herbold – Empire State Appraisal Consultants
7. APPOINTMENT OF LABOR COUNSEL: Elayne Gold of Roemer, Wallens, Gold and Mineaux
8. APPOINTMENT OF BOND COUNSEL: Douglas E. Goodfriend of Orrick, Herrington & Sutcliff
9. APPOINTMENT OF FINANCIAL ADVISOR: Munistat Services Inc.
10. APPOINTMENT OF REGISTRAR OF VITAL STATISTICS & DEPUTY REGISTRAR:
 - A. Jeanne M. Patterson, Registrar
 - B. Alice Stiteler, Deputy Registrar
11. APPOINTMENT OF FREEDOM OF INFORMATION LAW (FOIL) OFFICERS:
 - A. Andrew J. Zarutskie, Freedom of Information Officer
 - B. Jeanne M. Patterson, Deputy Freedom of Information Officer
12. APPOINTMENT OF PLANNING BOARD MEMBERS (3 year term ending 12/31/2015):
 - A. Reappointment of Frank Gall
 - B. Reappointment of Thomas Fogarty
13. APPOINTMENT OF ZONING BOARD MEMBERS
 - A. Appointment of Roseanne Smith (5 year Term ending 12/31/2017)
 - B. Appointment of John D. Masten (4 year term ending 12/31/2016)
14. APPOINTMENT OF OSHA EDUCATOR: Thomas Dubetsky
15. APPOINTMENT OF CONFINED SPACE OFFICERS: Gerald Canfield & Thomas Dubetsky
16. APPOINTMENT OF CLERKS TO THE TOWN JUSTICES: Frances Bockemuhl (Judge Martini) and Debra A. Murphy (Judge Clarino)
17. APPOINTMENT OF (see attached):
 - A. COURT OFFICERS, BINGO INSPECTORS, CROSSING GUARDS
 - B. MATRONS AND PARKING ENFORCEMENT
18. APPOINTMENT OF WATER SUPPLY MANAGEMENT SUPERVISOR: CAMO Pollution Control
19. APPOINTMENT OF OFFICIAL NEWSPAPERS: *Mid Hudson Times & The Sentinel*
20. ASSOCIATION OF TOWNS:
 - A. DELEGATE: ELIZABETH GREENE
 - B. ALTERNATE: GEORGE WOOLSEY
21. ESTABLISHMENT OF PER DIEMS:
 - A. FOR ASSOCIATION OF TOWNS: \$80 PER DAY
 - B. FOR OTHERS: \$35 PER DAY

22. DESIGNATION OF OFFICIAL BANK DEPOSITORIES
 - A. J. P. MORGAN CHASE BANK
 - B. CITIZEN BANK
 - C. T. D. BANK
 - D. KEY BANK
 - E. M & T BANK
 - F. PROVIDENT BANK
 - G. RIVERSIDE BANK
 - H. ORANGE COUNTY TRUST
23. AUTHORIZE TOWN SUPERVISOR TO SIGN CHECKS, DRAFTS AND NOTES TO AND FOR AUTHORIZED BANKS
24. AUTHORIZE SUPERVISOR TO PAY ELECTRIC AND OTHER UTILITIES, DEBT SERVICES, & UMPIRES/REFEREES/SCOREKEEPERS, AND POLICE DEPARTMENT CASH ALLOTMENTS, PRIOR TO AUDIT
25. APPROVAL OF SALARIES AS SCHEDULED
26. SUPERVISOR APPOINTMENTS:
 - A. SECRETARY TO THE SUPERVISOR: Cynthia Martinez
 - B. DEPUTY SUPERVISOR: Gil Plaquadio
 - C. HISTORIAN: Leslie Cornell
 - D. LIAISON OFFICERS FOR TOWN DEPARTMENTS (see attached)
27. TOWN CLERK'S APPOINTMENTS:
 - A. FIRST DEPUTY: Deborah Smith
 - B. SECOND DEPUTY: Jeanne Patterson
28. RECEIVER OF TAXES APPOINTMENTS:
 - A. FIRST DEPUTY: Donna Cucchiara
 - B. SECOND DEPUTY: Priscilla Weed
29. APPOINTMENT OF COMMISSIONER OF THE DEPARTMENT OF PUPLIC WORKS: John Platt
30. 2013 MILEAGE REIMBURSEMENT: In Accordance with IRS Schedule
31. ANNOUNCEMENTS:
 - A. SUPERINTENDENT OF HIGHWAYS: Darrell Benedict
 - B. COMMISSIONER OF PARKS, RECREATION & CONSERVATION: Robert Petrillo
 - C. SOLE ASSESSOR FOR THE TOWN: John Venezia,
 - D. Vanacore, DeBenedictus, DiGiovanni and Weddell LLP are the Certified Public Accountants for the Town
32. ADJOURNMENT

Town of Newburgh
Town Board Meetings for 2013

All meetings are at 7:00 P.M. at Town Hall 1496 Route 300

Regular Town Board Meetings

Monday, January 07, 2013 Re-Org
Tuesday, January 22, 2013 (Monday Holiday)

Monday, February 04, 2013

Monday, March 04, 2013
Monday, March 18, 2013

Monday, April 01, 2013
Monday, April 15, 2013

Monday, May 06, 2013
Monday, May 20, 2013

Monday, June 03, 2013
Monday, June 17, 2013

Monday, July 1, 2013 (w/audit)

Monday, August 05, 2013 (w/audit)

Monday, September 16, 2013 (w/audit)

Monday, October 07, 2013
Monday, October 21, 2013

Monday, November 04, 2013 (w/audit)
Monday, November 18, 2013 (w/audit)

Monday, December 02, 2013 (w/audit)
Monday, December 16, 2013

Audit Meetings

Wednesday, January 16, 2013
Wednesday, January 30, 2013

Wednesday, February 13, 2013
Wednesday, February 27, 2013

Wednesday, March 13, 2013
Wednesday, March 27, 2013

Wednesday, April 10, 2013

Wednesday, May 1, 2013
Wednesday, May 15, 2013
Wednesday, May 29, 2013

Wednesday, June 12, 2013

Wednesday, July 17, 2013

Wednesday, August 21, 2013

Wednesday, September 04, 2013

Wednesday, October 02, 2013
Wednesday, October 16, 2013

Wednesday, November 13, 2013

Wednesday, December 11, 2013
Monday, December 30, 2013



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

WAYNE C. BOOTH
Supervisor

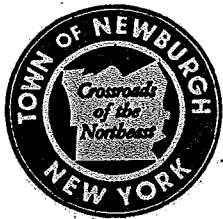
845-564-4552
Fax 845-566-9486
email: townsupervisor@hvc.rr.com

Town of Newburgh 2013 Holiday Schedule

New Years Day	Tuesday	January 1 st
Martin Luther King Jr. Day	Monday	January 21 st
Lincoln's Birthday (Observed)	Tuesday	February 12 th
President's Day	Monday	February 18 th
Good Friday	Friday	March 29 th
Memorial Day	Monday	May 27 th
Independence Day	Thursday	July 4 th
Labor Day	Monday	September 2 nd
Columbus Day	Monday	October 14 th
Veteran's Day	Monday	November 11 th
Thanksgiving Day	Thursday	November 28 th
Day after Thanksgiving	Friday	November 29 th
Christmas	Wednesday	December 25 th

**TOWN OF NEWBURGH
PLANNING BOARD MEMBER
7 MEMBERS
3 YEAR TERMS
planningboard@hvc.rr.com**

BOARD MEMBER	TERM ENDS
John Ewasutyn (Chairman) P.O. Box 7335 Newburgh, NY 12550	12/13
Frank Galli 19 Willella Place Newburgh, NY 12550	12/12
Ken Mennerich 384 South Plank Road Newburgh, NY 12550	12/14
Thomas Fogarty 14 Hideaway Lane Newburgh, NY 12550	12/12
Clifford Browne 236 Pressler Road Wallkill, NY 12589	12/14
Joseph Profaci 1 Sylvan Park Drive Newburgh, NY 12550	12/14
John Ward 8 Windwood Drive Newburgh, NY 12550	12/13
Michael Donnelly, Counsel To Planning Board Dickover, Donnelly, Donovan & Biaggi PO Box 610 28 Bruen Place Goshen, NY 10924 Tel. # (845) 294-9447 Appointed Annually	



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael P. Clancy
Chief of Police

(845) 564-1100

Date: 12/28/12

To: Town Board Members

From: Chief Michael Clancy

Subject: Part-Time Appointments

Dear Board Members:

I respectfully request the Town Board appoint the following personnel to the positions listed for the year 2013.

Court Officers: Pasquale D'Angelo, James Dennis, Dominick DeRobertis, Clarence Drake, Percy Ennist, Vincent Guerino, Reynold Randolph & Dennis Spampinato.


Parking Enforcement Officer: Bruno Graziano

Bingo Inspectors: Joseph Dubaldi & Steve Williamson

School Crossing Guards: Cassandra Negri & Mimoza Vezuli

Matron: Melissa Cross

Thank you,


Chief Michael Clancy

Part III - Administrative, Procedural, and Miscellaneous

2013 Standard Mileage Rates

Notice 2012-72

SECTION 1. PURPOSE

This notice provides the optional 2013 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan.

SECTION 2. BACKGROUND

Rev. Proc. 2010-51, 2010-51 I.R.B. 883, provides rules for computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes, and for substantiating, under §274(d) of the Internal Revenue Code and §1.274-5 of the Income Tax Regulations, the amount of ordinary and necessary business expenses of local transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2010-51. However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2010-51, but

instead may substantiate using actual allowable expense amounts if the taxpayer maintains adequate records or other sufficient evidence.

An independent contractor conducts an annual study for the Internal Revenue Service of the fixed and variable costs of operating an automobile to determine the standard mileage rates for business, medical, and moving use reflected in this notice. The standard mileage rate for charitable use is set by § 170(i).

SECTION 2. STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses is 56.5 cents per mile for all miles of business use (business standard mileage rate). See section 4 of Rev. Proc. 2010-51.

The standard mileage rate is 14 cents per mile for use of an automobile in rendering gratuitous services to a charitable organization under § 170. See section 5 of Rev. Proc. 2010-51.

The standard mileage rate is 24 cents per mile for use of an automobile (1) for medical care described in § 213, or (2) as part of a move for which the expenses are deductible under § 217. See section 5 of Rev. Proc. 2010-51.

SECTION 3. BASIS REDUCTION AMOUNT

For automobiles a taxpayer uses for business purposes, the portion of the business standard mileage rate treated as depreciation is 21 cents per mile for 2009, 23 cents per mile for 2010, 22 cents per mile for 2011, 23 cents per mile for 2012, and 23 cents per mile for 2013. See section 4.04 of Rev. Proc. 2010-51.

SECTION 4. MAXIMUM STANDARD AUTOMOBILE COST

C Documents and Settings way

For purposes of computing the allowance under a FAVR plan, the standard automobile cost may not exceed \$28,100 for automobiles (excluding trucks and vans) or \$29,900 for trucks and vans. See section 6.02(6) of Rev. Proc. 2010-51.

SECTION 5. EFFECTIVE DATE

This notice is effective for (1) deductible transportation expenses paid or incurred on or after January 1, 2013, and (2) mileage allowances or reimbursements paid to an employee or to a charitable volunteer (a) on or after January 1, 2013, and (b) for transportation expenses the employee or charitable volunteer pays or incurs on or after January 1, 2013.

SECTION 6. EFFECT ON OTHER DOCUMENTS

Notice 2012-1 is superseded.

DRAFTING INFORMATION

The principal author of this notice is Bernard P. Harvey of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information on this notice contact Bernard P. Harvey on (202) 622-4930 (not a toll-free call). C Documents and Setting

NOV 14 2012

Town

310

NOV 28 2012



VANACORE
DEBENEDICTUS
& DIGOVANNI
WEDDELL

LIMITED LIABILITY PARTNERSHIP
BUSINESS DEVELOPMENT CONSULTANTS CERTIFIED PUBLIC ACCOUNTANTS
11 RACQUET ROAD, P.O. BOX 10009 • NEWBURGH, NY 12552-0009

September 6, 2012

Town Board
Town of Newburgh
1469 Route 300
Newburgh, NY 12550

Attention: Mr. Wayne Booth,

This letter is to explain our understanding of the arrangements for the services we are to perform for Town of Newburgh ("the Town") for the year ending December 31, 2012. We ask that you either confirm or amend that understanding.

Audit Services

We will perform an audit of Town of Newburgh's governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year ending December 31, 2012 which collectively comprise basic financial statements. We understand that the financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with the oversight of the Town Board, are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Accordingly, a material misstatement, may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements includes obtaining an understanding of the Town and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the Town Board any significant deficiencies or material weaknesses that we become aware of during the course of the audit.

We will also communicate to the Town Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, (b) any illegal acts that we become aware of during the audit (unless they are clearly inconsequential), (c) various matters related to the Town's accounting policies and financial statements and (d) any disagreements with management or other serious difficulties encountered in performing the audit, should any arise.

In addition to our report on the Town financial statements, we will also issue the following reports or types of reports:

A Report on internal control related to the financial statements. This report will describe the scope of testing of internal control and the results of our tests of internal controls.

A schedule of findings, responses and questioned costs.

The funds that you have told us are maintained by the Town and that are to be included as part of our audit are listed here.

- * General Fund
- * Highway Fund
- * Water Fund
- * Sewer Fund
- * Drainage Fund
- * Capital Projects Fund
- * Lighting Fund
- * Agency Fund

Town of Newburgh's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is also responsible for (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan and (c) report distribution, including submitting the reporting package.

The Town Board is responsible for informing us of its views about the risks of fraud within the Town, and its knowledge of any fraud or suspected fraud affecting the Town.

The Town agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Any request to consent is also a matter for which separate arrangements will be necessary. After obtaining our consent, the Town also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.

Because Vanacore, DeBenedictus, DiGiovanni and Weddell, LLP will rely on Town of Newburgh and its management and audit committee to discharge the foregoing responsibilities, Town of Newburgh holds harmless and releases Vanacore, DeBenedictus, DiGiovanni and Weddell, LLP, its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of Town of Newburgh's management which has caused, in any respect, Vanacore, DeBenedictus, DiGiovanni and Weddell, LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Town of Newburgh's Records and Assistance

If circumstances arise relating to the condition of the Town's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Town's books and records. The Town will determine that all such data, if necessary, will be so reflected. Accordingly, the Town will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Town personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with you. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the time required by the individuals assigned to the engagement, plus direct expenses. We propose that our fee for this audit engagement will be \$28,400 for the year ending December 31, 2012. This fee estimate will be subject to adjustments based on unanticipated changes in the scope of our work and/or the incomplete or untimely receipt by us of the information on the client participation list. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses. Billings are due upon submission.

It is agreed by Town of Newburgh and Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP that, should you hire any of our professionals assigned to this project within eighteen months of this assignment, you will be billed 100 percent of their current annual salary. This additional fee is being charged to offset recruitment, training and development expenses we would incur to replace this person. In addition, our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by, or associated with, a client in a key position. Accordingly, the Town agrees it will compensate Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP for any additional costs incurred as a result of the Town's employment of a partner or professional employee of Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP.

In the event we are requested or authorized by Town of Newburgh, or are required by government regulation, subpoena or other legal process, to produce our documents or our personnel as witnesses with respect to our engagements for Town of Newburgh, Town of Newburgh will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Claim Resolution

It is agreed by the Town of Newburgh and Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP, or any successors in interest, that no claim arising out of services rendered pursuant to this agreement by or on behalf of the Town shall be asserted more than two years after the date of the last audit report issued by Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Additional Terms of Our Engagement


This letter constitutes the complete and exclusive statement of agreement between Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP and Town of Newburgh, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided for your information.

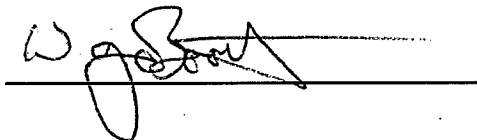
If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business.

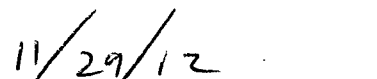
Sincerely,

VANACORE, DeBENEDICTUS, DiGOVANNI & WEDDELL
Limited Liability Partnership


Tonia A. Crown, CPA
Partner

Confirmed on behalf of the addressee:




Date

System Review Report

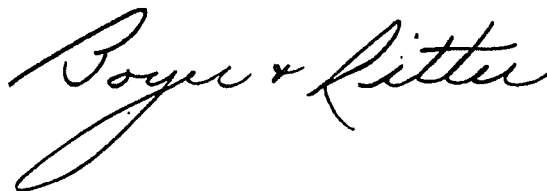
To the Partners of
Vanacore, DeBenedictus, DiGiovanni
& Weddell, LLP

Peer Review Committee
New York State Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Vanacore DeBenedictus DiGiovanni & Weddell, LLP (the firm) in effect for the year ended March 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Vanacore DeBenedictus DiGiovanni & Weddell, LLP, in effect for the year ended March 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vanacore DeBenedictus DiGiovanni & Weddell, LLP has received a peer review rating of *pass*.



August 4, 2011
Camp Hill, Pennsylvania

Camp Hill, PA • Carlisle, PA • Chambersburg, PA • State College, PA

An Independently Owned Member, McGladrey Alliance

The McGladrey Alliance is a premier affiliation of independent accounting and consulting firms. The McGladrey Alliance member firms maintain their name, autonomy and independence and are responsible for their own client fee arrangements, delivery of services and maintenance of client relationships.

312



August 31, 2012

Town of Newburgh
311 Route 32
Newburgh, NY 12550

Attention: Town Council

This letter is to explain our understanding of the arrangements for, and the nature and limitations of, the audit services we are to perform for the Town of Newburgh pertaining to its Justice Court for the year ended December 31, 2012.

We ask that you either confirm or amend our understanding regarding the procedures to be performed and their timing. The sufficiency of these procedures is the sole responsibility of the Town Council. We make no representation regarding the sufficiency of the procedures described, either for the purpose for which these services have been requested or any other purpose.

Our engagement will be conducted in accordance with standards established by the American Institute of Certified Public Accountants and will include applying procedures to selected records and transactions and consulting services related to certain operational matters of the Town's Justice Court for the period referred to in the preceding paragraph. Because these procedures and consulting services do not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the specific elements, accounts or items referred to in our report, on internal control or any aspects thereof, or on the financial statements of the Justice Court taken as a whole. Our report will contain a paragraph pointing out that if we had performed additional procedures or if we had conducted an audit of the financial statements in accordance with generally accepted auditing standards, matters in addition to any findings, observations and recommendations that may result from the procedures performed might have come to our attention and been reported to you.

At the conclusion of the work, we will present a report to the Town Council outlining the procedures performed and our findings, observations and recommendations resulting there from. We will also submit reports outlining the results of any additional procedures performed.

Evaluation of the findings and recommendations resulting from our procedures, the preparation of management's response to these findings and recommendations, and determination of which recommendations will be implemented is the responsibility of the Town Council. We would be available to comment to the Council as to whether, in our view, the response to the findings addresses the substance of the findings.

Our report will contain a statement that it is intended solely for the use of the Town and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Other parties to whom the report may be provided should be advised that the procedures were performed only for the purposes of the Town.

The internal control evaluation process involves the following procedures:

- Review of internal controls including interviews and documentation of the various cycles (i.e. cash disbursements, receipts). Evaluate the Town Justice Court's record keeping procedures to ensure that all appropriate information is being recorded.
- Testing of specific transactions to ensure that they have been handled properly according to existing policies and procedures.
- Review of the Town Justice Court's recording keeping and reporting procedures, including bank reconciliations, court records and monthly reports to the Justice Court Fund.

Our fees are based on the time required by the individuals assigned to the engagement. The price for the internal control evaluation will be \$5,100. If additional services are required of VDDW beyond the initial evaluation, these services will be billed at individual hourly rates, which vary according to the degree of responsibility involved and the skill required. Billings are due upon submission.

In the event we are requested or authorized by the Town or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our work for the Town Justice Court, the Town will, so long as we are not a party to the proceeding in which such information is sought, reimburse us for our professional time and expenses, as well as fees and expenses of our counsel, incurred in responding to such requests.

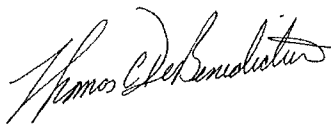
It is agreed by Town of Newburgh Justice Court and Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP, or any successors in interest, that no claim by or on behalf of either party arising out of services rendered pursuant to this agreement shall be asserted more than three years after the date of any report issued by us or one year after the date of termination of Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP's services, whichever occurs first.

This letter constitutes the complete and exclusive statement of agreement between Vanacore, DeBenedictus, DiGiovanni & Weddell, LLP and the Town of Newburgh, superseding all other communications, oral or written, with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. Thank you for this opportunity to be of assistance. We appreciate your business.

Very truly yours,

VANACORE, DeBENEDICTUS, DiGOVANNI & WEDDELL
Limited Liability Partnership



Thomas C. DeBenedictus, CPA
Director of Audit Services

Confirmed on behalf of addressee(s):

