

AGENDA

AUDIT/WORKSHOP TOWN COUNCIL MEETING

Wednesday, January 16, 2013

(7:00 p.m.)

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. FLEET MAINTENANCE: Surplus Vehicles
7. POLICE:
 - A. Authorization to Hire Police Officers
 - B. Authorization to Hire Records Clerk
 - C. Authorization to Hire Parking Enforcement
 - D. Authorization to Hire Part Time Court Officer
 - E. Authorization to Hire Part Time Dispatched
8. VEHICLE AND TRAFFIC: Local Law Adding Stop Intersections on Carter Avenue
9. BOARD OF ELECTIONS: Payback for 2012 Primaries and Election
10. ENGINEERING:
 - A. Laurle Lane Road Improvement District Benefit Unit Assessment Formula
 - B. NYCDEP Delaware Aqueduct Tunnel Repair, Letter of Agreement for Water Service
 - C. West Stone Street Sewer Extension Agreement for Crescent Ave. Sewage Pump Station
 - D. Parke Lane at Newburgh Cost Estimate of Off Site Improvements
11. DPW:
 - A. Two Budget Transfers: Water Distribution
 - B. Education Reimbursement
 - C. Request to Hire Part-Time Clerk for Commissioner
 - D. Budget Transfer for Water Meters
 - E. Waterline Dedication: Osage Lane (Private Lane Off Of Susan Drive)
12. ANIMAL CONTROL:
 - A. T 93 Withdrawal
 - B. T 94 Withdrawal
13. JUSTICE COURT: Purchase of Shelves (2012 Budget)
14. PERSONNEL
 - A. Budget Transfer
 - B. Orange County Personnel Titles
15. CERTIORARI SETTLEMENTS:
 - A. LKD Realty Corp. (Assembly Way/Governor Drive)
 - B. Victor Rendano & Associates (Hudson Valley Professional Plaza)
 - C. JP Morgan Chase Bank (Auto Park Place)
16. TOWN CLERK: Budget Transfer
17. DATA PROCESSING:
 - A. Cit-e-Net Web Site Subscription Renewal
 - B. Purchase of Work Hours from Firthcliffe Technologies
18. ADJOURNMENT

5. APPROVAL OF AUDIT

JAN 19 2013

6

AUDIT # 1

January 16, 2013

VOUCHERS: 130001 to 130225

FUND	REGULAR	PREPAID
GENERAL	\$ 185,058.74	\$ 300,736.88
TRUST & AGENCY	15,586.13	1,566.64
STREET LIGHTING	16,521.39	-
HIGHWAY	49,935.07	108,235.35
WATER	155,589.83	48,933.00
SEWER	15,467.34	31,422.37
WATER CAPITAL	712,788.90	-
SEWER CAPITAL	1,608.00	-
HIGHWAY CAPITAL	29,061.30	-
GENERAL CAPITAL	-	-
SPECIAL DISTRICT	-	-
TOTAL	\$ 1,181,616.70	\$ 490,894.24
GRAND TOTAL	<u>\$ 1,672,510.94</u>	

AUDIT # 1
1/16/2013
VOUCHERS: 130001 to 130225

Audit Date: January 16, 2013

To the Supervisor:

I certify that the vouchers listed above were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized and directed to pay each of the claimants the amount opposite his name.

I acknowledge the following vouchers are in violation of New York State's General Municipal Law section 103 (Competitive Bidding Laws) and approve payment thereof.

Dated: _____

Andrew J. Zarutskie, Town Clerk

Town Board:

Exceptions:

6. FLEET MAINTENANCE: Surplus Vehicles

JAN 16 2013

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**TOWN OF NEWBURGH
FLEET MAINTENANCE
88 GARDNERTOWN ROAD
NEWBURGH, NY 12550
(845) 561-2288 Fax# (845) 561-3975**

TO: Wayne Booth, Supervisor, and Town Board Members

FROM: James LaColla, Head Mechanic-Fleet Maintenance

DATE: January 14, 2013

RE: Surplus Vehicles



The following vehicles are no longer in use and need to be declared surplus to be sold on GovDeals.

1. 2000 Ford F350 vin 1FDWF37S7YEA02419 78,031 miles
2. 1997 Ford F250 vin 3FTHF26H6VMA37729 113,813 miles
3. 2002 Ford F350 vin 1FDWF37F62EC27795 91,564 miles
4. 2003 Ford F250 vin 1FTNX21P53ED00827 177,293 miles
5. 1998 BMW 540 vin WBADE5322WBV94159 155,952 miles

7. POLICE:

- A. Authorization to Hire Police Officers**
- B. Authorization to Hire Records Clerk**
- C. Authorization to Hire Parking Enforcement**
- D. Authorization to Hire Part Time Court Officer**
- E. Authorization to Hire Part Time Dispatcher**

No information available at this time

8. VEHICLE AND TRAFFIC: Local Law Adding Stop Intersections on Carter Avenue

No information available at this time

9. BOARD OF ELECTIONS: Payback for 2012 Primaries and Election

JAN 16 2013

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Orange County Board of Elections

25 Court Lane, PO Box 30

Goshen, NY 10924

Office (845) 291-2444

Fax (845) 291-2437

Toll Free 888-879-7655

www.orangecountygov.com/elections

elections@orangecountygov.com

Susan Bahren
Commissioner

David C. Green
Commissioner

December 21, 2012

Wayne Booth, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Dear Supervisor Booth,

On December 12, 2012 the Orange County Legislature approved a resolution to apportion and levy expenses against the cities and towns in the County of Orange to pay a portion of five elections, the March 20th Special Election, the April 24th Presidential Primary Election, June 26th Federal Primary Election, September 13th State/Local Primary and November 6th General Election expenses incurred by the County in 2012.

Section 3-226 of the New York State Election Law provides that all or any part of the type of expenses connected with elections and matters preliminary or relating thereto that were previously incurred by towns and cities, may be apportioned to a city or town.

Section 361-a of County Law provides for the levy of unpaid expenses upon the tax rolls of the said towns and cities in the next succeeding year.

The charge to the Town of Newburgh for cost associated with the four elections in 2012 is \$105,644.58. All checks are to be made payable to the Commissioner of Finance and mailed to the Orange County Board of Elections at 25 Court Lane, Goshen, NY 10924 by March 1, 2013. Uncollected charges shall be levied on the 2014 tax rolls of said towns and cities.

An itemization of the 2012 election expenses for the Town of Newburgh is provided as follows,

Election Inspectors (incl. training)		
Spec. Election	\$21,393.31	
Pres. Primary	14,798.31	
Fed. Primary	15,204.59	
State/Local Primary	5,590.00	(insp. training only)
General Election	<u>25,926.88</u>	
Total Inspector Expenses		\$82,913.09
Poll Site Rental Expense		\$ 1,600.00
Machine Delivery		
Spec. Election	\$3,115.36	
Pres. Primary	3,125.12	
Fed. Primary	3,095.36	
General Election	<u>2,895.36</u>	
Total Delivery Expenses		\$12,231.20
Pre-Election Machine Logic & Accuracy Testing		
Pres. Primary	\$ 137.04	
Fed. Primary	222.36	
General Election	<u>894.53</u>	
Total Pre-Lat Testing		\$ 1,253.93
Field Technician Expenses		
Spec. Election	\$ 700.00	
Pres. Primary	340.00	
Fed. Primary	340.00	
General Election	<u>340.00</u>	
Total Field Technician Expense		\$ 1,720.00
Polling Place Set Up/Take Down		
Spec. Election	\$ 960.00	
Pres. Primary	960.00	
Fed. Primary	960.00	
General Election	<u>920.00</u>	
Total Set Up/Take Down Expense		\$ 3,800.00
Blue Bag Pick-Up on Election Night		\$ 130.00
Post Election Allocated Audit Expense		\$ 726.12
Warehouse Allocated Expense		
Incl. packing cost for election bags and carts		\$ <u>1,270.24</u>
TOTAL EXPENSE		\$105,644.58

Should you have any questions regarding this matter please feel free to contact us.

Sincerely,



Edward A. Diana
County Executive



Susan Bahren
Commissioner of Elections



David C. Green
Commissioner of Elections

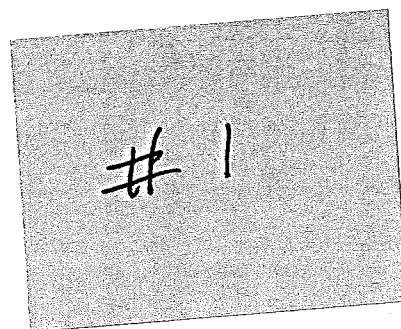
Cc: Andrew Zarutskie, Town Clerk

10. ENGINEERING:

- A. Laurie Lane Road Improvement District Benefit Unit Assessment Formula**
- B. NYCDEP Delaware Aqueduct Tunnel Repair, Letter of Agreement for Water Service**
- C. West Stone Street Sewer Extension Agreement for Crescent Ave. Sewage Pump Station**
- D. Parke Lane at Newburgh Cost Estimate of Off Site Improvements**

102

TOWN OF NEWBURGH
TOWN ENGINEER
1496 Rte. 300
Newburgh, NY 12550
(845) 564-7814



MEMORANDUM

TO: Wayne Booth, Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *JWO*

DATE: 11 January 2013

RE: LAURIE LANE ROAD IMPROVEMENT DISTRICT

The following is my suggested language for the assignment of Benefit Units for the above:

1. All lots that have no frontage (0 feet) on the existing Town road, either dedicated or by use, shall be assessed one (1) Benefit Unit.
2. All lots that have frontage on the existing Town Road, either dedicated or by use, in excess of zero (0) feet but less than 100 percent of any single front yard line shall be assessed one-half (1/2) Benefit Unit.

This means that Lot 7 of Block 1 will be assigned ½ of a benefit unit. Lot 2 of Block 3 will most likely receive a reduced benefit unit assessment of ½ Benefit Unit. I imagine that a preliminary survey of the existing conditions and ROW boundaries will ultimately determine which lots would receive a reduced assessment.

Let me know what you think. I can discuss it with you on Monday

TOWN OF NEWBURGH
TOWN ENGINEER
1496 Rte. 300
Newburgh, NY 12550
(845) 564-7814

2

MEMORANDUM

TO: Wayne Booth, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer
DATE: December 7, 2012
RE: W\ DELAWARE AQUEDUCT TUNNEL REPAIR
Subject: NYCDEP – Water Purchase Agreement

NYCDEP has revised its water demand projections based on changes in the design of the tunnel repair. NYCDEP has lowered its instantaneous demand from 725 gpm to 300 gpm. Based on the rationale developed for the agreement, this will lower the Water 1 / Water 2 Equivalency Charges to 41.4 percent of the original estimate. The revised calculation of this is given below:

FOR DAT WTP DEBT SERVICE

$$(300 \text{ gpm} / 6 \times 694 \text{ gpm}) \times \$1,302,900 =$$

$$0.072 \times \$1,302,900^{(1)} = \$93,869 / \text{yr.}$$

FOR ALL OTHER DEBT SERVICE

$$0.075 \times \$333,762^{(1)} = \$25,032 / \text{yr.}$$

$$\text{TOTAL} = \$118,901$$

⁽¹⁾ 2013 Principal & Interest Payments

[Calculating backwards, a Water 1 and Water 2 payment of this magnitude would mean that the Assessed Value (AV) was \$34,167,000 with a market value of \$87,607,700 (using a 39% equalization rate)].

The water usage charge falls within the Town's current rate structure. With an estimated daily usage of 72,000 gpd, the quarterly usage would be 6,552,000 gallons for an annual cost of \$115,315.

JWO/id

[Letterhead/addressee TBD]

Dear [_____],

When duly countersigned where indicated below, this letter (the "Letter Agreement") will confirm the terms pursuant to which the Town of Newburgh (the "Town") will sell water to the City of New York (the "City"), acting by and through its Department of Environmental Protection ("DEP") and/or any of DEP's contractors in connection with construction work DEP and its contractors will be conducting in connection with the Water for the Future ("WFF") project. As part of WFF, DEP plans to construct a new tunnel segment to bypass a leaking section of the existing Delaware Aqueduct tunnel and will construct two new shafts, one on each side of the Hudson River in the Towns of Newburgh and Wappinger to allow for tunnel construction. One of these shafts, Shaft 5B, will be constructed on the western side of the Hudson River on City-owned property [Tax Map Number: _____] located in the Town (the "Site"). In order to complete the WFF project, DEP has provided to the Town estimates of DEP's and its contractors' potable water needs at the Site, and the Town, acting by and through the Town of Newburgh Consolidated Water District ("NCWD"), has agreed to provide such potable water to the Site, pursuant to the terms and conditions set forth herein.

1. Supply of Water

(a) NCWD agrees to provide to the Site, as an out-of-district customer, potable water as needed at the Site with a maximum rate of 300 gallons per minute (gpm) and a maximum estimated daily demand of 238,000 gallons per day (gpd).

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(b) NCWD's obligation to provide water to the Site is effective until the date that the Delaware Aqueduct is taken out of service. The provision of water to the Site by NCWD after that date is contingent upon the availability of an adequate supplementary water supply from the City of Newburgh and/or the Town of New Windsor pursuant to a duly executed inter-municipal agreement between the Town and the owner of the supplementary supply.

2. Cost

The Town shall bill DEP's designated WFF construction contractor as follows:

- (a) Quarterly, ~~but read on a monthly basis~~; \$[]00 (the "Water Reservation Charge,") which amount is in lieu of any connection fee, tax, operation and maintenance fee or any other fees that may otherwise be charged to customers of the Town and is calculated based on the Town's annual debt service obligations and the percentage of the Town's water capacity that DEP will require [assuming peak instantaneous demand requirements of [300 gpm] and a total maximum daily demand of [238,000 gpd]);
- (b) on a quarterly basis: the product of the NCWD's published rate applicable to the Site (based on thousands of gallons) and the actual usage determined from quarterly meter readings (the "Metered Charge");
- (c) on a quarterly basis: ~~ten~~fifteen (15%) percent of the amount paid pursuant to Section 1(b), above (the "Administrative Charge"); and
- (d) on a quarterly basis: any surcharge amounts charged to the Town by the City of Newburgh or Town of New Windsor as a result of the Town exceeding its demand capacity or the Delaware Aqueduct being taken out of service and receiving water

Comment [D Michaud1]: TBD, based on calculations to be submitted by Jim Osborne

from the City of Newburgh or Town of New Windsor, based on the per gallon surcharge amount and the actual amount of such water being delivered to the DEP Site (the "City of Newburgh Surcharge").

3. Payment

(a) Payment shall be due within thirty days of the receipt of a bill. DEP shall provide to the Town the contact information for its designated construction contractor by [_____], 2013.

(b) The payment amounts described herein shall constitute the total amount that DEP or its contractors will be charged in connection with delivery of water to the Site, including, but not limited to, fees associated with constructing any related infrastructure.

(c) In the event DEP's construction contractor(s) shall fail to pay a bill within the thirty days specified in Section 3(a), the City or DEP shall make payment with ten (10) days of the Town's notification to the DEP pursuant to Section 12 below of the contractor's payment default. Late payments shall be subject to penalties, interest, fees and charges determined on the same basis as the Town imposes on other parties receiving water service from the NCWD who have failed to make timely payment.

(d) Upon the occurrence of any default hereunder, in addition to any other right or remedy the Town may have at law or in equity, the Town may immediately and without further notice to the DEP pursue any action in the courts to enforce payment or to otherwise recover directly from the City and DEP any amounts so in default. The City and DEP shall be responsible for the Town's expenses, costs and reasonable attorney's fees incurred in bringing such action.

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(b)

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4. WSA and Excess Charge

DEP recognizes that NCWD takes a supply of water from a connection to the Delaware Aqueduct pursuant to a Water Supply Agreement ("WSA") between the Town, NCWD and the Water Board of the City of New York and in accordance with applicable New York State law governing the taking of such water by upstate communities. The Water Board has agreed that, in determining the calculation for the excess rate for NCWD (as set forth in the WSA), the Water Board will not include water delivered to the Site. The Town and NCWD agree that they will enter into a revised WSA with the Water Board promptly (but no later than [_____, 2013], which will reflect, among other things, such agreement. The failure of the Town, NCWD and Water Board to enter into a revised WSA by such date shall not constitute a default under this Agreement nor terminate such agreement with regard to the exclusion of the water delivered to the Site from the calculation of excess rate payments. This reduction in excess rate payments will last through the end of the WFF construction project which currently is expected to conclude in or about 2021.

5. Meters

Meters shall be installed at or about the front property line of the Site by DEP or its contractors in conformance with the approved plans and specifications submitted to the Town and shall be a model and in a configuration approved by the Town.

6. Emergencies and Water Shortages

In the event of an emergency or water shortage, DEP acknowledges that the Town's water supply will first be directed to address such emergency, or, in the event of a water

shortage, to the needs of NCWD in-district customers and the Town's essential functions.

The Town will provide reasonable notice of such an event.

7. Notice of Water Supplies

The Town will, to the maximum extent possible, provide DEP 24 hours prior notice in the event that (1) the Town will not be able to meet DEP's or its contractors' water demands due to an emergency or water shortage and (2) the Town anticipates water requirements of the Town and/or Site exceeding the Town's water supply capacity, requiring the Town to use water from the City of Newburgh.

8. Water Main from [NCWD plant] to the Site

(a) To provide potable water to the Site and ensure delivery at the consumption rates required for construction at the Site, DEP's contractors will be responsible for constructing a 12 inch diameter waterline between the approved connection location at the corner of Route 9w and Old Post Road. DEP will also construct a replacement Pressure Reducing Valve (PRV) with associated vault so that NCWD system water pressures are preserved for customers above/below the approved connection point. DEP shall obtain a minimum one (1) year commercially reasonable warranty against defects in materials and workmanship for the PRV and associated vault which shall be assignable to the Town (the "PRV Warranty").

(a)

(b) DEP and/or its contractors will be responsible for (1) obtaining any necessary easements and permits for the water main and PRV and associated vault, (2) conformance with all applicable adopted SEQRA findings in the performance of the work and (23) operation and maintenance of the water main during the term of WFF

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construction. In the event of a break in the water main or similar event resulting in significant leakage, the Town shall have the right to terminate service to the main until a satisfactory repair is completed. The Town will be responsible for the maintenance and operation of the PRV and associated vault.

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~~(b)(c)~~ -Upon completion of the installation and testing of the PRV and associated vault, the DEP shall dedicate the PRV, vault and all appurtenances to the Town, convey to the Town any related easements and assign the PRV warranty without any payment or additional consideration being required to be made by the Town. Upon acceptance of such dedication the Town shall be responsible for the maintenance and operation of the PRV and associated vault, subject to the PRV Warranty.

~~(e)(d)~~ Upon completion of the WFF project, DEP shall, at the Town's option, either: (1) dedicate the water main to the Town, and convey to the Town any related easements, without any payment or additional consideration required to be made by the Town, whereby the Town will take ownership and assume responsibility for operation and maintenance of the water main in perpetuity, or (2) abandon or remove the water main in accordance with Town regulations.

9. Each of the parties hereto represent that such party has all requisite power and authority to execute, deliver and perform this Agreement and has taken all necessary action to duly executed and deliver this Agreement and, assuming due execution and delivery by the other party hereto, constitutes the legal, valid and binding agreement of such party.
10. The execution and delivery of this Agreement by the Town, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or default under any provision of applicable law, charter, ordinance or regulation or, to the extent of

the Town's knowledge of any material agreement, judgment, injunction order, decree or other instrument binding upon the Town.

11. Termination

(a) This Agreement may be terminated by DEP by providing 90 days' notice in writing to the Town. This Agreement may not be terminated by the Town without the written consent of DEP, which consent shall not be unreasonably withheld or delayed.

(b) Except for the obligations under Section 8(d), the term of this Agreement shall end upon completion of the WFF project.

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12. Notices

All notices required under this agreement shall be made in writing (including by electronic mail) to:

Notices to DEP shall be made to: Todd West, P.E., NYCDEP, 71 Smith Avenue, Kingston, New York 12401; Email: Twest@dep.nyc.gov

Notices to the Town shall be made to: Supervisor, Town of Newburgh, 1496 Route 300, Newburgh, NY 12550. [~~Insert email address~~]Email: townsupervisor@hvc.rr.com engineering@hvc.rr.com, with a copy to the Town Engineer, Town of Newburgh, 1496 Route 300, Newburgh, NY 12550; Email: engineering@hvc.rr.com.

13. This Agreement may not be assigned, in whole or in part, except by agreement of the Parties and pursuant to a written instrument signed by both of the parties hereto.

DEP DRAFT 11/28/12

14. If any provision of this Agreement or its application is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

15. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral. This Agreement may only be modified or amended by written amendment signed by both of the parties

Sincerely,

Accepted and Agreed:

Date:

Print Name and Title:

#3

THE CITY OF NEWBURGH
AND
THE TOWN OF NEWBURGH
AMENDMENT NO. 1
TO INTERMUNICIPAL
SEWER AGREEMENT

ADOPTED BY THE CITY COUNCIL OF THE CITY
OF NEWBURGH ON _____, 2013

ADOPTED BY THE NEWBURGH TOWN
BOARD ON _____, 2012

Richard F. Herbek, City Manager

Wayne C. Booth, Town Supervisor

DRAFT: Intermunicipal Sewer Agreement-Amendment 9/11/12 revised 1/4/13

AMENDMENT NO. 1
TO INTER-MUNICIPAL SEWER AGREEMENT

This AMENDMENT TO INTER-MUNICIPAL SEWER AGREEMENT ("Amendment") is made and entered this ___ day of _____, 2013, by and between the City of Newburgh (the "City") and the Town of Newburgh (the "Town") (collectively referred to herein as the "Parties").

WHEREAS, on May 6, 2004, the City and the Town entered into an inter-municipal agreement governing sewage treatment service and the construction of additional sewage treatment plant capacity under a program that was mutually beneficial to both municipalities and in the general public interest (the "2004 Sewer Agreement"); and

WHEREAS, the Town seeks to make an additional interconnection to the City sewer system in accordance with the terms of the 2004 Sewer Agreement in order to serve a new district extension to the Town's Crossroads Consolidated Sewer District in the area of West Stone Street and North Carpenter Avenue; and

WHEREAS, the Parties desire to amend the 2004 Sewer Agreement to provide for certain improvements to the City's Crescent Avenue Sewage Pumping Station which the City's engineer has advised are necessary in order for the City sewage collection system to be capable of carrying sewage from the new interconnection on terms that are mutually beneficial to both municipalities, and

WHEREAS, the City and the Town, both in the County of Orange, State of New York, have the power and authority to each contract with the other to accomplish the aforesaid purposes,

NOW, THEREFORE, in consideration of the foregoing and pursuant to the authority vested in the City and the Town by the General Municipal Law and other statutes of the State of New York, and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto do mutually agree as follows:

1. DEFINITIONS: The following words and phrases shall have the meanings set forth below whenever they are used in this Amendment.

"2004 Sewer Agreement" shall mean the inter-municipal agreement between the City and the Town dated May 6, 2004.

"Amendment" shall mean this amendment to the 2004 Sewer Agreement including all appendices and exhibits.

"Crescent Avenue Sewage Pumping Station" shall mean the underground pump station which is part of the City of Newburgh sewer system situated at Crescent Avenue including the real property, personal property, equipment, fixtures, structures, appurtenances, and related facilities used to conduct the City's sewage and waste water discharge operations.

"New Interconnection" shall mean the new point at which the Town's sewer system connects to the City sewer system in order to serve the West Stone Street Extension.

"West Stone Street Extension" shall mean the new sewer district extension to the Town's Crossroads Consolidated Sewer District in the area of West Stone Street and North Carpenter Avenue. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the 2004 Sewer Agreement.

2. INCONSISTENCY. In the event there is any inconsistency or difference between the terms and provisions of this Amendment and the 2004 Sewer Agreement, the terms and provisions set forth in this Amendment shall control and govern.

3. CONSTRUCTION OF IMPROVEMENTS TO CRESCENT AVENUE SEWAGE PUMP STATION. The Parties agree that the Town, subject to the terms and conditions of this Agreement, will construct improvements to the Crescent Avenue Sewage Pumping Station so that the City sewage collection system shall be capable of carrying additional sewage flow from the New

Interconnection. The City agrees to provide the Town with such appropriate license or permit over City property as may be necessary to construct the improvements and the usual appurtenances thereto. The construction shall be done in accordance with plans and specifications prepared and approved in accordance with the terms and conditions of this Amendment. The design and construction shall be compatible with the existing City sewer system and shall meet the requirements of all State, Federal and Local laws, rules, and regulations pertaining thereto.

4. TOWN UNDERTAKINGS. The Town agrees to:
 - a. Engage the services of a New York State licensed professional engineer (the "Consultant Engineer") to review the existing condition of the Crescent Avenue Sewage Pumping Station, evaluate rehabilitation and replacement alternatives and in conjunction with the City's Engineer, recommend a plan for a fully updated sewage pumping station designed to accommodate the additional flow from the West Stone Street Extension through the New Interconnection and to prepare a basis of design report (the "Pumping Station Project").
 - b. Engage the services of a New York State licensed professional engineer (the "Design Engineer") to prepare the necessary contract documents (including specifications and drawings) necessary for regulatory review and approval and for bidding of the proposed Pumping Station Project. Design drawings will be forwarded to the City's Engineer for review and comment at 30 percent, 70 percent and 90 percent completion points in the design.
 - c. Advertise the project and award construction to the successful lowest responsive and responsible bidder(s) (the bidder(s) to whom the contract is awarded by the Town is hereinafter referred to as the "contractor").
 - d. Engage the services of a New York State licensed professional engineer (the "Project Engineer") to conduct the construction engineering, administration and inspection of the construction contract,

including review and approval of all materials and products proposed for the Pumping Station Project, compliance with the specifications during construction, review and approval of all payment requests made by the contractor, review and approval of any change orders necessary for the completion of the Project, preparation of as-built drawings and certification of the Project as complete. The Town shall administer the construction or inspection of the Pumping Station Project in such a manner as to make certain that all work is performed according to plans drawn by the Design Engineer and approved by the City.

- e. Make any and all payments for the above engineering services and the construction contract.
- f. Upon completion of the construction of the Pumping Station Project, the Town shall furnish the City with three (3) sets of as built drawings of the completed work, one of which said sets shall be a reproducible copy.

5. CITY UNDERTAKINGS. The City agrees to:

- a. Provide access to the Crescent Avenue Sewage Pumping Station to the Town and the Consultant Engineer for the purposes of evaluation of rehabilitation and replacement alternatives and any and all assistance reasonably necessary for the Town to complete the undertakings in Section 4 above.
- b. Provide any and all comments on proposed alternatives within 15 working days of their submittal by the Consultant Engineer and to have City officials and the City Engineer be reasonably available for any meetings requested by the Town and its Consultant Engineer.
- c. Provide any and all comments on the Pumping Station Project design specifications and drawings within 15 working days of their submittal by the Design Engineer and to have responsible City officials and the City Engineer be reasonably available for any meeting requested by the Town and its Design Engineer in that regard. The plans and specifications shall be modified as required by the City, if such modification is necessary to protect the City's sewer system or to make them conform

- to the intent and dictates of this Agreement Any other changes or modifications to the plans and specifications shall require review and approval by the City's engineer, which said approval shall not be unreasonably delayed or withheld
- d. Provide any and all comments on the New Interconnection design specifications and drawings and proposed metering device for the New Interconnection within 15 working days of their submittal by the Design Engineer and Town and to have responsible City officials and the City Engineer be reasonably available for any meeting requested by the Town and its Design Engineer in that regard. The plans and specifications shall be modified as required by the City, if such modification is necessary to protect the City's sewer system or to make them conform to the intent and dictates of this Agreement Any other changes or modifications to the plans and specifications shall require review and approval by the City's engineer, which said approval shall not be unreasonably delayed or withheld
- e. If necessary, execute any applications for regulatory review and approval, including but not limited to applications to the New York State Department of Environmental Conservation and expeditiously issue any review and approval for City of Newburgh Building Permits submitted by the contractor.
- f. Provide permission for the successful low bidder to complete the construction of the Pumping Station Project and the New Interconnection on City owned property.
- g. Provide any and all comments on construction issues to the Town's Project Engineer and the Town in writing within 24 hours.
- h. Provide written acceptance of the facility upon conducting a final inspection of both Substantial and Final Completion of the work and submission of any required test results and determination that the work was performed satisfactorily and otherwise provide prompt notice of deficiency or defect in the work to the Town. The City shall not unreasonably withhold or delay final approval.

- i. Make any and all payments for reimbursement of Town expenses as specified by this Amendment within 30 calendar days of submittal by the Town of Newburgh.

6. ADDITIONAL RIGHTS AND OBLIGATIONS WITH REGARD TO PUMPING STATION PROJECT.

- a. No work on construction shall begin until and unless the City has approved the form of the contract therefor, and has had a reasonable opportunity to review the contractor proposed to be engaged to perform the work. The City shall have the right, through the Town, to disapprove such contractor if it is determined through valid documentation by the City that the apparent low bidder does not meet the General Municipal Law requirements for being a responsive and responsible bidder.
- b. The Town shall give the City at least thirty (30) days notice prior to commencement of the actual work on the construction of the Pumping Station Project.
- c. The City may observe the work in progress as it deems appropriate or necessary. All certifications of the work required to be presented to the Town shall also be required to be presented to the City. Should the City have reason to believe that the contractor is not complying with the plans and specifications, it shall immediately notify the Town and the Town shall demand and obtain compliance from the contractor forthwith so that the completed project will comply with the plans and specifications
- d. The Town shall obtain all necessary permits and approvals for and shall conform to all laws, ordinances, rules, regulations and requirements affecting the construction and work on the Pumping Station Project. The Town agrees that the work shall be done in compliance with the direction of the City's engineer for the prevention of damage to the City's sewer system as well as in conformance with this Agreement.

- e. The Town shall maintain and keep clean all of the City's lands occupied for the purpose of the Pumping Station Project construction work and shall in no way interfere with the City's ongoing sewer system operations.
 - f. The Town agrees that there shall be no blasting done in connection with the Pumping Station Project unless the parties agree in advance that blasting will be done for a specific purpose, and in a specific manner so as to ensure the health and safety of persons and property.
 - g. The cost and expense of the construction of the expansion(s) and appurtenances, of the work thereon, and the planning, legal, and engineering costs incurred by the Town shall be paid solely by the Town, subject to the provisions for partial reimbursement by the City in Section 10 below.
7. NEW INTERCONNECTION. The design and construction of the New Interconnection shall be governed by the 2004 Sewer Agreement.
8. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS.
- a. The Town also agrees to cause the contractor(s) to provide and maintain the following insurance in relation to the construction of the Pumping Station Project:
 - i. Comprehensive General Liability Policy with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - ii. Umbrella policy with limits of liability of at least \$3,000,000 per occurrence and \$3,000,000 in the aggregate;
 - iii. Comprehensive Automobile Liability Policy with a combined limit of liability of at least \$1,000,000 and
 - iv. Worker's Compensation with the New York statutory limits.

- b. Neither the Town nor the contractor(s) or subcontractor shall commence work on City property under this Amendment until all the insurance required under this Amendment has been obtained and such insurance has been approved by the City. Certificates of Insurance shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that the coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been received by the City. The Town, and any contractors and subcontractors (including any materialmen and suppliers), shall immediately cease all work on the expansion(s) during such time as any of the noted insurance coverages are not in effect, except such work that is limited to ensuring the safety of the site.
- c. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.
- d. All of the above-mentioned insurance policies shall name the City of Newburgh, and its officers, employees, and agents as either additional or named insureds and neither the City nor its officers, employees or agents shall be responsible for the payment of premiums for such insurance.
- e. The Town shall be responsible to the City in damages for any injury sustained by the City's lands, the City's sewage system or any structure, building, fixture, appurtenances, facility, equipment, meter, metering equipment, device of any kind and other property, real and/or personal, belonging to the City or the City's agents, which is caused or occasioned, directly or indirectly, by any act or omission, whether or not negligent, on the part of the Town or its agents, servants, or employees during the construction of the Pumping Station Project by the Town. Such injuries shall be repaired by the Town as may be required by the City, and the Town shall bear the entire cost and expense of such repairs. The Town must be given written notice of the condition if possible or at least oral notice where written notice is not practical. If any delay by the Town in making the required repairs

would jeopardize or endanger the City's sewage treatment system, the City may make such repairs and/or take such reasonable and appropriate measures as are deemed necessary by the City to safeguard the City's sewage and sewage treatment system. The City may charge to the Town the entire cost of such repairs and/or measures.

f. The Town will require its contractor to obtain and maintain Builder's Risk Insurance against loss or damage for replacement value and for such larger amount as may be necessary to prevent any claim for contribution for co-insurance on the part of the insurance company. Losses thereunder shall be payable to the Town and the City as their interests may appear. The Parties agree that any insurance monies collected upon any such policies covering the Crescent Avenue Pumping Station shall be held by them and used only toward the repair, reconstruction or rebuilding thereof.

g. The Town shall save the City harmless from, defend and indemnify the City for all judgments, settlements, payments, fines, penalties, causes of action, liabilities, awards, damages, losses, costs and expenses including, but not limited to legal fees and expenses rendered against or charged to the City in all suits, actions, claims and proceedings instituted against the City because of any injury, including death, to any person and/or any damage to any property caused or occasioned, directly or indirectly, by reason of any act or omission, whether or not negligent, on the part of the Town, its agents, servants or employees, or any other person engaged in any activity or work authorized by the Town pursuant to the provisions of this Agreement relating to the construction of the Pumping Station Project, including but not limited to the planning, designing work and construction of the Pumping Station Project and appurtenances thereto.

9. PROJECT COSTS SUBJECT TO THIS AMENDMENT. The following Pumping Station Project

costs (the "Project Costs") shall be subject to this Amendment:

- a. Any and all costs for engineering services associated with the evaluation of alternatives, preparation of a basis of design, regulatory review and approval, design engineering, construction engineering and inspection for the Pumping Station Project.
- b. Any and all costs associated with the construction contract contemplated under this Amendment including any and all change order costs executed to complete the Pumping Station Project.
- c. Any and all administrative and legal expenses incurred by the Town in connection with the Pumping Station Project, including but not limited to legal expenses, bond counsel costs (if necessary), advertising costs and printing costs.

10. PRO-RATA SHARING OF PROJECT COSTS. The Project Costs paid by the Town shall be shared by the Parties on the following pro-rata basis: the City's pro-rata share shall be 70%; the Town's pro-rata share shall be 30%. This calculation is based upon the assignment of "sewer facility unit charges" pursuant to the City's Code Section 248-1A by the City Engineer to properties in the City whose sewage flows through the Crescent Avenue Sewage Pumping Station and to the properties in the West Stone Street Extension of the Town. The City has 183.32 sewer facility units contributing flow to the Crescent Avenue Sewage Pumping Station and the West Stone Street Extension of the Town will have 78.89 sewer facility units contributing flow through the New Connection. The total number of sewer units is 262.21 and the respective percentages are 70 percent assigned to the City and 30 percent assigned to the Town. The City shall reimburse the Town for its pro-rata share of the Project Costs pursuant to Section 11 below.

11. REIMBURSEMENT OF PRO-RATA SHARE OF PROJECT COSTS BY THE CITY.

The City shall reimburse the Town for its pro-rata share of the Project Costs by remitting full

payment to the Town after review and approval of contractor and consultant invoices by the City Engineer and Comptroller upon the completion of the Project.

12. OWNERSHIP AND OPERATION OF THE CRESCENT AVENUE SEWAGE PUMPING STATION.

It is agreed that the City shall continue to own the now existing City sewer system, all of the land now occupied by the sewage system, and that the City will own the new Crescent Avenue Pumping Station and its appurtenances which the Town has herein agreed to construct. The City shall continue to operate and maintain the sewage system including the Crescent Avenue Pumping Station improvements constructed by the Town.

13. AUDIT AND INSPECTION:

The City, at its own cost and expense, may audit the books, accounts, and records maintained by the Town pertaining to the Pumping Station Project which is the subject of this Amendment. The City shall notify the Town in writing of its intention to audit at least seven (7) days prior to said audit, and said audit shall be made during regular business hours on regular business days.

13. SEVERABILITY: If any portion or portions of this Amendment is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

14. APPROVALS. Approvals required pursuant to this Amendment shall not be unreasonably delayed or withheld.

15. TITLES: The titles used in these provisions are for convenience only and shall not be used in interpreting these provisions.

16. WAIVER The waiver by either party of a breach of any provision of this Amendment by the other party shall not operate or be construed as a waiver of any subsequent breach by either party.

17. CHOICE OF LAW: This Amendment shall be governed by and construed in accordance with the

Laws of the State of New York.

18. RESOLUTIONS: This Amendment has been agreed to and approved by formal resolution of the Town Board of the Town of Newburgh and the City Council of the City of Newburgh, copies of which resolutions are attached as Exhibit "A."

IN WITNESS WHEREOF, the Parties have signed this Amendment this ___th day of _____, 2013.

Town of Newburgh

By _____
Wayne C. Booth, Supervisor

City of Newburgh

By _____
Richard F. Herbek, City Manager

JAN 16 2013

10B

DEP DRAFT 11/28/12

[Letterhead/addressees TBD]

Dear [_____],

When duly countersigned where indicated below, this letter (the "Letter Agreement") will confirm the terms pursuant to which the Town of Newburgh (the "Town") will sell water to the City of New York (the "City"), acting by and through its Department of Environmental Protection ("DEP") and/or any of DEP's contractors in connection with construction work DEP and its contractors will be conducting in connection with the Water for the Future ("WFF") project. As part of WFF, DEP plans to construct a new tunnel segment to bypass a leaking section of the existing Delaware Aqueduct tunnel and will construct two new shafts, one on each side of the Hudson River in the Towns of Newburgh and Wappinger to allow for tunnel construction. One of these shafts, Shaft 5B, will be constructed on the western side of the Hudson River on City-owned property [Tax Map Number: _____] located in the Town (the "Site"). In order to complete the WFF project, DEP has provided to the Town estimates of DEP's and its contractors' potable water needs at the Site, and the Town, acting by and through the Town of Newburgh Consolidated Water District ("NCWD"), has agreed to provide such potable water to the Site, pursuant to the terms and conditions set forth herein.

1. Supply of Water

(a) NCWD agrees to provide to the Site, as an out-of-district customer, potable water as needed at the Site with a maximum rate of 300 gallons per minute (gpm) and a maximum estimated daily demand of 238,000 gallons per day (gpd).

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(b) NCWD's obligation to provide water to the Site is effective until the date that the Delaware Aqueduct is taken out of service. The provision of water to the Site by NCWD after that date is contingent upon the availability of an adequate supplementary water supply from the City of Newburgh and/or the Town of New Windsor pursuant to a duly executed inter-municipal agreement between the Town and the owner of the supplementary supply.

2. Cost

The Town shall bill DEP's designated WFF construction contractor as follows:

- (a) Quarterly, ~~but read on a monthly basis~~; \$[]1.00 (the "Water Reservation Charge,") which amount is in lieu of any connection fee, tax, operation and maintenance fee or any other fees that may otherwise be charged to customers of the Town and is calculated based on the Town's annual debt service obligations and the percentage of the Town's water capacity that DEP will require [assuming peak instantaneous demand requirements of [300 gpm] and a total maximum daily demand of [238,000 gpd]);
- (b) on a quarterly basis: the product of the NCWD's published rate applicable to the Site (based on thousands of gallons) and the actual usage determined from quarterly meter readings (the "Metered Charge");
- (c) on a quarterly basis: ~~ten~~fifteen (15%) percent of the amount paid pursuant to Section 1(b), above (the "Administrative Charge"); and
- (d) on a quarterly basis: any surcharge amounts charged to the Town by the City of Newburgh or Town of New Windsor as a result of the Town exceeding its demand capacity or the Delaware Aqueduct being taken out of service and receiving water

Comment [D Michaud1]: TBD, based on calculations to be submitted by Jim Osborne

from the City of Newburgh or Town of New Windsor, based on the per gallon surcharge amount and the actual amount of such water being delivered to the DEP Site (the "City of Newburgh Surcharge").

3. Payment

- (a) Payment shall be due within thirty days of the receipt of a bill. DEP shall provide to the Town the contact information for its designated construction contractor by [_____], 2013.
- (b) The payment amounts described herein shall constitute the total amount that DEP or its contractors will be charged in connection with delivery of water to the Site; ~~including, but not limited to, fees associated with constructing any related infrastructure.~~
- (c) In the event DEP's construction contractor(s) shall fail to pay a bill within the thirty days specified in Section 3(a), the City or DEP shall make payment with ten (10) days of the Town's notification to the DEP pursuant to Section 12 below of the contractor's payment default. Late payments shall be subject to penalties, interest, fees and charges determined on the same basis as the Town imposes on other parties receiving water service from the NCWD who have failed to make timely payment.
- (d) Upon the occurrence of any default hereunder, in addition to any other right or remedy the Town may have at law or in equity, the Town may immediately and without further notice to the DEP pursue any action in the courts to enforce payment or to otherwise recover directly from the City and DEP any amounts so in default. The City and DEP shall be responsible for the Town's expenses, costs and reasonable attorney's fees incurred in bringing such action.

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(b)

4. WSA and Excess Charge

DEP recognizes that NCWD takes a supply of water from a connection to the Delaware Aqueduct pursuant to a Water Supply Agreement ("WSA") between the Town, NCWD and the Water Board of the City of New York and in accordance with applicable New York State law governing the taking of such water by upstate communities. The Water Board has agreed that, in determining the calculation for the excess rate for NCWD (as set forth in the WSA), the Water Board will not include water delivered to the Site. The Town and NCWD agree that they will enter into a revised WSA with the Water Board promptly (but no later than [_____, 2013], which will reflect, among other things, such agreement. The failure of the Town, NCWD and Water Board to enter into a revised WSA by such date shall not constitute a default under this Agreement nor terminate such agreement with regard to the exclusion of the water delivered to the Site from the calculation of excess rate payments. This reduction in excess rate payments will last through the end of the WFF construction project which currently is expected to conclude in or about 2021.

5. Meters

Meters shall be installed at or about the front property line of the Site by DEP or its contractors in conformance with the approved plans and specifications submitted to the Town and shall be a model and in a configuration approved by the Town.

6. Emergencies and Water Shortages

In the event of an emergency or water shortage, DEP acknowledges that the Town's water supply will first be directed to address such emergency, or, in the event of a water

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shortage, to the needs of NCWD in-district customers and the Town's essential functions. The Town will provide reasonable notice of such an event.

7. Notice of Water Supplies

The Town will, to the maximum extent possible, provide DEP 24 hours prior notice in the event that (1) the Town will not be able to meet DEP's or its contractors' water demands due to an emergency or water shortage and (2) the Town anticipates water requirements of the Town and/or Site exceeding the Town's water supply capacity, requiring the Town to use water from the City of Newburgh.

8. Water Main from [NCWD plant] to the Site

(a) To provide potable water to the Site and ensure delivery at the consumption rates required for construction at the Site, DEP's contractors will be responsible for constructing a 12 inch diameter waterline between the approved connection location at the corner of Route 9w and Old Post Road. DEP will also construct a replacement Pressure Reducing Valve (PRV) with associated vault so that NCWD system water pressures are preserved for customers above/below the approved connection point. DEP shall obtain a minimum one (1) year commercially reasonable warranty against defects in materials and workmanship for the PRV and associated vault which shall be assignable to the Town (the "PRV Warranty").

(a)
(b) DEP and/or its contractors will be responsible for (1) obtaining any necessary easements and permits for the water main and PRV and associated vault. (2) conformance with all applicable adopted SEQRA findings in the performance of the work and (23) operation and maintenance of the water main during the term of WFF

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construction. In the event of a break in the water main or similar event resulting in significant leakage, the Town shall have the right to terminate service to the main until a satisfactory repair is completed. The Town will be responsible for the maintenance and operation of the PRV and associated vault.

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~~(b)~~(c) Upon completion of the installation and testing of the PRV and associated vault, the DEP shall dedicate the PRV, vault and all appurtenances to the Town, convey to the Town any related easements and assign the PRV warranty free and clear of all liens and encumbrances without any payment or additional consideration being required to be made by the Town. Upon acceptance of such dedication the Town shall be responsible for the maintenance and operation of the PRV and associated vault, subject to the PRV Warranty.

~~(e)~~(d) Upon completion of the WFF project, DEP shall, at the Town's option, either: (1) dedicate the water main to the Town, and convey to the Town any related easements, free and clear of all liens and encumbrances without any payment or additional consideration required to be made by the Town, whereby the Town will take ownership and assume responsibility for operation and maintenance of the water main in perpetuity, or (2) abandon or remove the water main in accordance with Town regulations.

9. Each of the parties hereto represent that such party has all requisite power and authority to execute, deliver and perform this Agreement and has taken all necessary action to duly executed and deliver this Agreement and, assuming due execution and delivery by the other party hereto, constitutes the legal, valid and binding agreement of such party.

10. The execution and delivery of this Agreement by the Town, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or default under any provision of applicable law, charter, ordinance or regulation or, to the extent of the Town's knowledge of any material agreement, judgment, injunction order, decree or other instrument binding upon the Town.

11. Termination

(a) This Agreement may be terminated by DEP by providing 90 days' notice in writing to the Town. This Agreement may not be terminated by the Town without the written consent of DEP, which consent shall not be unreasonably withheld or delayed.

(b) Except for the obligations under Section 8(d), the term of this Agreement shall end upon completion of the WFF project.

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12. Notices

All notices required under this agreement shall be made in writing (including by electronic mail) to:

Notices to DEP shall be made to: Todd West, P.E., NYCDEP, 71 Smith Avenue, Kingston, New York 12401; Email: Twest@dep.nyc.gov

Notices to the Town shall be made to: Supervisor, Town of Newburgh, 1496 Route 300, Newburgh, NY 12550. ~~[Insert email address]~~ Email: townsupervisor@hvc.rr.com
engineering@hvc.rr.com, with a copy to the Town Engineer, Town of Newburgh, 1496 Route 300, Newburgh, NY 12550; Email: engineering@hvc.rr.com.

DEP DRAFT 11/28/12

13. This Agreement may not be assigned, in whole or in part, except by agreement of the Parties and pursuant to a written instrument signed by both of the parties hereto.
14. If any provision of this Agreement or its application is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.
15. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral. This Agreement may only be modified or amended by written amendment signed by both of the parties

Sincerely,

Accepted and Agreed:

Date:

Print Name and Title:

100

THE CITY OF NEWBURGH
AND
THE TOWN OF NEWBURGH
AMENDMENT NO. 1
TO INTERMUNICIPAL
SEWER AGREEMENT

ADOPTED BY THE CITY COUNCIL OF THE CITY
OF NEWBURGH ON _____, 2013

ADOPTED BY THE NEWBURGH TOWN
BOARD ON _____, 2012

Richard F. Herbek, City Manager

Wayne C. Booth, Town Supervisor

DRAFT: IntermunicipalSewerAgreement-Amendment 9/11/12 revised 1/4/13

AMENDMENT NO. 1

TO INTER-MUNICIPAL SEWER AGREEMENT

This AMENDMENT TO INTER-MUNICIPAL SEWER AGREEMENT ("Amendment") is made and entered this ___ day of _____, 2013, by and between the City of Newburgh (the "City") and the Town of Newburgh (the "Town") (collectively referred to herein as the "Parties").

WHEREAS, on May 6, 2004, the City and the Town entered into an inter-municipal agreement governing sewage treatment service and the construction of additional sewage treatment plant capacity under a program that was mutually beneficial to both municipalities and in the general public interest (the "2004 Sewer Agreement"); and

WHEREAS, the Town seeks to make an additional interconnection to the City sewer system in accordance with the terms of the 2004 Sewer Agreement in order to serve a new district extension to the Town's Crossroads Consolidated Sewer District in the area of West Stone Street and North Carpenter Avenue; and

WHEREAS, the Parties desire to amend the 2004 Sewer Agreement to provide for certain improvements to the City's Crescent Avenue Sewage Pumping Station which the City's engineer has advised are necessary in order for the City sewage collection system to be capable of carrying sewage from the new interconnection on terms that are mutually beneficial to both municipalities, and

WHEREAS, the City and the Town, both in the County of Orange, State of New York, have the power and authority to each contract with the other to accomplish the aforesaid purposes,

NOW, THEREFORE, in consideration of the foregoing and pursuant to the authority vested in the City and the Town by the General Municipal Law and other statutes of the State of New York, and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto do mutually agree as follows:

1. DEFINITIONS: The following words and phrases shall have the meanings set forth below whenever they are used in this Amendment.

"2004 Sewer Agreement" shall mean the inter-municipal agreement between the City and the Town dated May 6, 2004.

"Amendment" shall mean this amendment to the 2004 Sewer Agreement including all appendices and exhibits.

"Crescent Avenue Sewage Pumping Station" shall mean the underground pump station which is part of the City of Newburgh sewer system situated at Crescent Avenue including the real property, personal property, equipment, fixtures, structures, appurtenances, and related facilities used to conduct the City's sewage and waste water discharge operations.

"New Interconnection" shall mean the new point at which the Town's sewer system connects to the City sewer system in order to serve the West Stone Street Extension.

"West Stone Street Extension" shall mean the new sewer district extension to the Town's Crossroads Consolidated Sewer District in the area of West Stone Street and North Carpenter Avenue. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the 2004 Sewer Agreement.

2. INCONSISTENCY. In the event there is any inconsistency or difference between the terms and provisions of this Amendment and the 2004 Sewer Agreement, the terms and provisions set forth in this Amendment shall control and govern.

3. CONSTRUCTION OF IMPROVEMENTS TO CRESCENT AVENUE SEWAGE PUMP STATION. The Parties agree that the Town, subject to the terms and conditions of this Agreement, will construct improvements to the Crescent Avenue Sewage Pumping Station so that the City sewage collection system shall be capable of carrying additional sewage flow from the New

Interconnection. The City agrees to provide the Town with such appropriate license or permit over City property as may be necessary to construct the improvements and the usual appurtenances thereto. The construction shall be done in accordance with plans and specifications prepared and approved in accordance with the terms and conditions of this Amendment. The design and construction shall be compatible with the existing City sewer system and shall meet the requirements of all State, Federal and Local laws, rules, and regulations pertaining thereto.

4. TOWN UNDERTAKINGS. The Town agrees to:

- a. Engage the services of a New York State licensed professional engineer (the "Consultant Engineer") to review the existing condition of the Crescent Avenue Sewage Pumping Station, evaluate rehabilitation and replacement alternatives and in conjunction with the City's Engineer, recommend a plan for a fully updated sewage pumping station designed to accommodate the additional flow from the West Stone Street Extension through the New Interconnection and to prepare a basis of design report (the "Pumping Station Project").
- b. Engage the services of a New York State licensed professional engineer (the "Design Engineer") to prepare the necessary contract documents (including specifications and drawings) necessary for regulatory review and approval and for bidding of the proposed Pumping Station Project. Design drawings will be forwarded to the City's Engineer for review and comment at 30 percent, 70 percent and 90 percent completion points in the design.
- c. Advertise the project and award construction to the successful lowest responsive and responsible bidder(s) (the bidder(s) to whom the contract is awarded by the Town is hereinafter referred to as the "contractor").
- d. Engage the services of a New York State licensed professional engineer (the "Project Engineer") to conduct the construction engineering, administration and inspection of the construction contract,

including review and approval of all materials and products proposed for the Pumping Station Project, compliance with the specifications during construction, review and approval of all payment requests made by the contractor, review and approval of any change orders necessary for the completion of the Project, preparation of as-built drawings and certification of the Project as complete. The Town shall administer the construction or inspection of the Pumping Station Project in such a manner as to make certain that all work is performed according to plans drawn by the Design Engineer and approved by the City.

- e. Make any and all payments for the above engineering services and the construction contract.
- f. Upon completion of the construction of the Pumping Station Project, the Town shall furnish the City with three (3) sets of as built drawings of the completed work, one of which said sets shall be a reproducible copy.

5. CITY UNDERTAKINGS. The City agrees to:

- a. Provide access to the Crescent Avenue Sewage Pumping Station to the Town and the Consultant Engineer for the purposes of evaluation of rehabilitation and replacement alternatives and any and all assistance reasonably necessary for the Town to complete the undertakings in Section 4 above.
- b. Provide any and all comments on proposed alternatives within 15 working days of their submittal by the Consultant Engineer and to have City officials and the City Engineer be reasonably available for any meetings requested by the Town and its Consultant Engineer.
- c. Provide any and all comments on the Pumping Station Project design specifications and drawings within 15 working days of their submittal by the Design Engineer and to have responsible City officials and the City Engineer be reasonably available for any meeting requested by the Town and its Design Engineer in that regard. The plans and specifications shall be modified as required by the City, if such modification is necessary to protect the City's sewer system or to make them conform

to the intent and dictates of this Agreement Any other changes or modifications to the plans and specifications shall require review and approval by the City's engineer, which said approval shall not be unreasonably delayed or withheld

- d. Provide any and all comments on the New Interconnection design specifications and drawings and proposed metering device for the New Interconnection within 15 working days of their submittal by the Design Engineer and Town and to have responsible City officials and the City Engineer be reasonably available for any meeting requested by the Town and its Design Engineer in that regard. The plans and specifications shall be modified as required by the City, if such modification is necessary to protect the City's sewer system or to make them conform to the intent and dictates of this Agreement Any other changes or modifications to the plans and specifications shall require review and approval by the City's engineer, which said approval shall not be unreasonably delayed or withheld
- e. If necessary, execute any applications for regulatory review and approval, including but not limited to applications to the New York State Department of Environmental Conservation and expeditiously issue any review and approval for City of Newburgh Building Permits submitted by the contractor.
- f. Provide permission for the successful low bidder to complete the construction of the Pumping Station Project and the New Interconnection on City owned property.
- g. Provide any and all comments on construction issues to the Town's Project Engineer and the Town in writing within 24 hours.
- h. Provide written acceptance of the facility upon conducting a final inspection of both Substantial and Final Completion of the work and submission of any required test results and determination that the work was performed satisfactorily and otherwise provide prompt notice of deficiency or defect in the work to the Town. The City shall not unreasonably withhold or delay final approval.

- i. Make any and all payments for reimbursement of Town expenses as specified by this Amendment within 30 calendar days of submittal by the Town of Newburgh.

6. ADDITIONAL RIGHTS AND OBLIGATIONS WITH REGARD TO PUMPING STATION PROJECT.

- a. No work on construction shall begin until and unless the City has approved the form of the contract therefor, and has had a reasonable opportunity to review the contractor proposed to be engaged to perform the work. The City shall have the right, through the Town, to disapprove such contractor if it is determined through valid documentation by the City that the apparent low bidder does not meet the General Municipal Law requirements for being a responsive and responsible bidder.
- b. The Town shall give the City at least thirty (30) days notice prior to commencement of the actual work on the construction of the Pumping Station Project.
- c. The City may observe the work in progress as it deems appropriate or necessary. All certifications of the work required to be presented to the Town shall also be required to be presented to the City. Should the City have reason to believe that the contractor is not complying with the plans and specifications, it shall immediately notify the Town and the Town shall demand and obtain compliance from the contractor forthwith so that the completed project will comply with the plans and specifications
- d. The Town shall obtain all necessary permits and approvals for and shall conform to all laws, ordinances, rules, regulations and requirements affecting the construction and work on the Pumping Station Project. The Town agrees that the work shall be done in compliance with the direction of the City's engineer for the prevention of damage to the City's sewer system as well as in conformance with this Agreement.

- e. The Town shall maintain and keep clean all of the City's lands occupied for the purpose of the Pumping Station Project construction work and shall in no way interfere with the City's ongoing sewer system operations.
 - f. The Town agrees that there shall be no blasting done in connection with the Pumping Station Project unless the parties agree in advance that blasting will be done for a specific purpose, and in a specific manner so as to ensure the health and safety of persons and property.
 - g. The cost and expense of the construction of the expansion(s) and appurtenances, of the work thereon, and the planning, legal, and engineering costs incurred by the Town shall be paid solely by the Town, subject to the provisions for partial reimbursement by the City in Section 10 below.
7. NEW INTERCONNECTION. The design and construction of the New Interconnection shall be governed by the 2004 Sewer Agreement.
8. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS.
- a. The Town also agrees to cause the contractor(s) to provide and maintain the following insurance in relation to the construction of the Pumping Station Project:
 - i. Comprehensive General Liability Policy with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - ii. Umbrella policy with limits of liability of at least \$3,000,000 per occurrence and \$3,000,000 in the aggregate;
 - iii. Comprehensive Automobile Liability Policy with a combined limit of liability of at least \$1,000,000 and
 - iv. Worker's Compensation with the New York statutory limits.

- b. Neither the Town nor the contractor(s) or subcontractor shall commence work on City property under this Amendment until all the insurance required under this Amendment has been obtained and such insurance has been approved by the City. Certificates of Insurance shall be filed with the City prior to commencement of the work. These Certificates shall contain a provision that the coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been received by the City. The Town, and any contractors and subcontractors (including any materialmen and suppliers), shall immediately cease all work on the expansion(s) during such time as any of the noted insurance coverages are not in effect, except such work that is limited to ensuring the safety of the site.
- c. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.
- d. All of the above-mentioned insurance policies shall name the City of Newburgh, and its officers, employees, and agents as either additional or named insureds and neither the City nor its officers, employees or agents shall be responsible for the payment of premiums for such insurance.
- e. The Town shall be responsible to the City in damages for any injury sustained by the City's lands, the City's sewage system or any structure, building, fixture, appurtenances, facility, equipment, meter, metering equipment, device of any kind and other property, real and/or personal, belonging to the City or the City's agents, which is caused or occasioned, directly or indirectly, by any act or omission, whether or not negligent, on the part of the Town or its agents, servants, or employees during the construction of the Pumping Station Project by the Town. Such injuries shall be repaired by the Town as may be required by the City, and the Town shall bear the entire cost and expense of such repairs. The Town must be given written notice of the condition if possible or at least oral notice where written notice is not practical. If any delay by the Town in making the required repairs

would jeopardize or endanger the City's sewage treatment system, the City may make such repairs and/or take such reasonable and appropriate measures as are deemed necessary by the City to safeguard the City's sewage and sewage treatment system. The City may charge to the Town the entire cost of such repairs and/or measures.

f. The Town will require its contractor to obtain and maintain Builder's Risk Insurance against loss or damage for replacement value and for such larger amount as may be necessary to prevent any claim for contribution for co-insurance on the part of the insurance company. Losses thereunder shall be payable to the Town and the City as their interests may appear. The Parties agree that any insurance monies collected upon any such policies covering the Crescent Avenue Pumping Station shall be held by them and used only toward the repair, reconstruction or rebuilding thereof.

g. The Town shall save the City harmless from, defend and indemnify the City for all judgments, settlements, payments, fines, penalties, causes of action, liabilities, awards, damages, losses, costs and expenses including, but not limited to legal fees and expenses rendered against or charged to the City in all suits, actions, claims and proceedings instituted against the City because of any injury, including death, to any person and/or any damage to any property caused or occasioned, directly or indirectly, by reason of any act or omission, whether or not negligent, on the part of the Town, its agents, servants or employees, or any other person engaged in any activity or work authorized by the Town pursuant to the provisions of this Agreement relating to the construction of the Pumping Station Project, including but not limited to the planning, designing work and construction of the Pumping Station Project and appurtenances thereto.

9. PROJECT COSTS SUBJECT TO THIS AMENDMENT. The following Pumping Station Project

costs (the "Project Costs") shall be subject to this Amendment:

- a. Any and all costs for engineering services associated with the evaluation of alternatives, preparation of a basis of design, regulatory review and approval, design engineering, construction engineering and inspection for the Pumping Station Project.
- b. Any and all costs associated with the construction contract contemplated under this Amendment including any and all change order costs executed to complete the Pumping Station Project.
- c. Any and all administrative and legal expenses incurred by the Town in connection with the Pumping Station Project, including but not limited to legal expenses, bond counsel costs (if necessary), advertising costs and printing costs.

10. PRO-RATA SHARING OF PROJECT COSTS. The Project Costs paid by the Town shall be shared by the Parties on the following pro-rata basis: the City's pro-rata share shall be 70%; the Town's pro-rata share shall be 30%. This calculation is based upon the assignment of "sewer facility unit charges" pursuant to the City's Code Section 248-1A by the City Engineer to properties in the City whose sewage flows through the Crescent Avenue Sewage Pumping Station and to the properties in the West Stone Street Extension of the Town. The City has 183.32 sewer facility units contributing flow to the Crescent Avenue Sewage Pumping Station and the West Stone Street Extension of the Town will have 78.89 sewer facility units contributing flow through the New Connection. The total number of sewer units is 262.21 and the respective percentages are 70 percent assigned to the City and 30 percent assigned to the Town. The City shall reimburse the Town for its pro-rata share of the Project Costs pursuant to Section 11 below.

11. REIMBURSEMENT OF PRO-RATA SHARE OF PROJECT COSTS BY THE CITY.

The City shall reimburse the Town for its pro-rata share of the Project Costs by remitting full

payment to the Town after review and approval of contractor and consultant invoices by the City Engineer and Comptroller upon the completion of the Project.

12. OWNERSHIP AND OPERATION OF THE CRESCENT AVENUE SEWAGE PUMPING STATION.

It is agreed that the City shall continue to own the now existing City sewer system, all of the land now occupied by the sewage system, and that the City will own the new Crescent Avenue Pumping Station and its appurtenances which the Town has herein agreed to construct. The City shall continue to operate and maintain the sewage system including the Crescent Avenue Pumping Station improvements constructed by the Town.

13. AUDIT AND INSPECTION:

The City, at its own cost and expense, may audit the books, accounts, and records maintained by the Town pertaining to the Pumping Station Project which is the subject of this Amendment. The City shall notify the Town in writing of its intention to audit at least seven (7) days prior to said audit, and said audit shall be made during regular business hours on regular business days.

13. SEVERABILITY: If any portion or portions of this Amendment is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

14. APPROVALS. Approvals required pursuant to this Amendment shall not be unreasonably delayed or withheld.

15. TITLES: The titles used in these provisions are for convenience only and shall not be used in interpreting these provisions.

16. WAIVER The waiver by either party of a breach of any provision of this Amendment by the other party shall not operate or be construed as a waiver of any subsequent breach by either party.

17. CHOICE OF LAW: This Amendment shall be governed by and construed in accordance with the

Laws of the State of New York.

18. RESOLUTIONS: This Amendment has been agreed to and approved by formal resolution of the Town Board of the Town of Newburgh and the City Council of the City of Newburgh, copies of which resolutions are attached as Exhibit "A."

IN WITNESS WHEREOF, the Parties have signed this Amendment this ___th day of _____, 2013.

Town of Newburgh

By _____
Wayne C. Booth, Supervisor

City of Newburgh

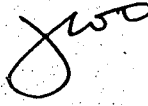
By _____
Richard F. Herbek, City Manager

JAN 16 2013

100

TOWN OF NEWBURGH
TOWN ENGINEER
1496 Rte. 300
Newburgh, NY 12550
(845) 564-7814

MEMORANDUM

TO: Wayne Booth, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer 
DATE: January 11, 2013
RE: PB \ PARKE LANE AT NEWBURGH

Attached for the Town Board's review and approval is a cost estimate for the off-site roadway / intersection improvements for the above project prepared by John Meyer Consulting, PC (JMC). Prior to undertaking this work, the Developer must procure a Highway Work Permit and a Water Connection Permit from the Town and post the required security. Based on my review of the cost estimate, I recommend approval by the Town Board in the amount of \$40,000, the additional \$1615 to cover the cost of As-Built Drawings.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id

Attachment

cc: M. Taylor, Attorney
J. Platt, DPW Comm.
D. Benedict, Hwy. Supt.
J. Sarchino, J. Meyer Consulting



- Site Planning
- Civil Engineering
- Landscape Architecture
- Land Surveying
- Transportation Engineering
- Environmental Studies
- Permitting
- Construction Services

Project: Parke Lane at Newburgh
 Location: Town of Newburgh, NY
 Type of Estimate: Construction in Town Right-of-Way Cost Estimate

Job No.: 10146
 Date: 11/16/2012
 Cmp'd: AL
 Chk'd: JS

Drawing Reference:
 Dwg. SP-3 "Layout Plan", Rev. 5, dated 11/9/2012
 Dwg. SP-5 "Utilities Plan", Rev. 5, dated 11/9/2012

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
1.00	ROADWAY AND PARKING LOT					
1.01	GRADE SUBGRADE IN R.O.W.	255	SY	\$25.00	\$6,375.00	
1.02	CLEAR AND GRUB	ALLOW	AC	\$1,000.00	\$1,000.00	
1.03	ASPHALT PAVEMENT	255	SY	\$22.00	\$5,610.00	
1.04	ROADWAY ROW TOPSOIL (6") & SEEDING	8	CY	\$13.00	\$104.00	
1.05	STREET SIGNS (TRAFFIC CONTROL)	2	EA	\$150.00	\$300.00	
1.06	STREET ID	1	EA	\$250.00	\$250.00	
1.07	CONCRETE CURBING	127	LF	\$30.00	\$3,810.00	
1.08	MOUNTABLE CURB	102	LF	\$28.00	\$2,856.00	
1.09	STOP BAR PAIN	2	EA		\$0.00	
1.10	PAVEMENT MARKINGS	50	LF		\$0.00	
						\$20,305.00
2.00	WATER					
2.01	WATERMAIN (DI-8")	31	LF	\$80.00	\$2,480.00	
2.02	GATE VALVE (8")	2	EA	\$800.00	\$1,600.00	
2.03	TAPPING SLEEVE AND VALVE (8")	1	EA	\$6,000.00	\$6,000.00	
2.04	RELOCATE FIRE HYDRANT	1	EA	\$5,200.00	\$3,000.00	
2.05	CONNECT TO EXISTING WATER MAIN	1	EA	\$5,000.00	\$5,000.00	
						\$18,080.00
						TOTAL
						\$38,385.00

11. DPW:

- A. Two Budget Transfers: Water Distribution**
- B. Education Reimbursement**
- C. Request to Hire Part-Time Clerk for Commissioner**
- D. Budget Transfer for Water Meters**
- E. Waterline Dedication: Osage Lane (Private Lane Off Of Susan Drive)**

JAN 16 2013

112

RECEIVED

JAN 11 2013

Town of Newburgh

TOWN OF NEWBURGH
COMMISSIONER OF PUBLIC WORKS
311 NYS Route 32
Newburgh, New York 12550
(845) 564-7813

MEMORANDUM

TO: Wayne Booth, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works 

Date: January 11, 2013

Re: Budget transfer – Water main repair parts and materials

Over the last few months we have had a few major water main breaks that have required the use of many of our stocked replacement parts to make the necessary repairs. With the progression of winter into the colder months, we are sure to experience additional water main breaks thought the distribution system. To be prepared in the event of these probable occurrences, we need to have sufficient supplies on hand to prevent a more major problem if repair parts are not available.

We conducted an inventory of our stock and have received the necessary written quotes to purchase and replace these needed materials to have on hand in case of emergency. I am respectfully requesting that a budgetary transfer for the following budget lines.

From: 8330.0472 - \$15,000.00
To: 8340.0466 - \$15,000.00

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you. Thank you.

Cc; Jackie Calarco, Town Accountant
James Osborne, Town Engineer

JAN 15 2013

2012

11a

**TOWN OF NEWBURGH
COMMISSIONER OF PUBLIC WORKS**
311 NYS Route 32
Newburgh, New York 12550
(845) 564-7813

MEMORANDUM

TO: Wayne Booth, Town Supervisor

From: John Platt, Commissioner of Public Works

Date: January 2, 2013

Re: Budget Transfer

I am requesting approval of the budget transfer delineated below:


From: # 8340.0472

To: # 8340.0466

Amount: \$ 4000.00

Please indicate your approval by signing and dating where indicated.

Approved:



Wayne Booth, Town Supervisor

1/8/13
Date

Cc: J. Calarco, Accountant

Voucher

Town of Newburgh
311 RT.32
Newburgh, NY 12550

Claimant's Name and Address: Schmidt's Wholesale, Inc.
P.O. Box 5100
Monticello, New York 12701
1-800-660-4455

Claimant Do Not Write In This Area		Voucher Number: _____
Date Voucher Was Received: _____		
Fund Appropriation	Amount	
8340-0466		
	Total	\$7,962.23
Entered On Abstract No. _____		

~~Purchase Order No.~~ Invoice #774282
~~Order No.~~ Date: 12/28/12

Detailed Invoices May Be Attached And Total Entered On This Voucher.

TERMS _____

Certification Below Must Be Signed.

ALL PURCHASES ARE TAX EXEMPT

Date	Vendor's Invoice No.	Quantity	Description of Materials or Services	Unit Price	Amount
12/28/2012	774282		<u>SEE ATTACHED INVOICE</u>		\$ 7,962.23
TOTAL:					<u>\$ 7,962.23</u>

Claimant's Certification

I, Schmidt's Wholesale, Inc., certify that the above account in the amount of \$7,962.23 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; the taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

12/28/2012
Date

Debra Burke
Signature

Cashier
Title

(Space Below For Municipal Use)

Department Approval

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

1-2-13
Date

[Signature]
Authorized Official

Approval For Payment

This claim is approved and ordered paid from this appropriations indicated above.

Date

Auditing Board

JAN 16 2013

113



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

DARRELL BENEDICT
HIGHWAY SUPERINTENDENT

TODD DEPEW
DEPUTY HIGHWAY SUPERINTENDENT

TO: Wayne C. Booth, Supervisor & Town Board Members

FROM: Darrell Benedict, Highway Superintendent (DB)

DATE: December 24, 2012

RE: Education Reimbursement

Craig Marti is requesting to be reimbursed \$400.00 as per Section 11.1 – B of the CSEA Contract. I have reviewed the course and find it to be job related. At this time I am requesting that the Town Board approve reimbursement of \$400.00 to Craig Marti. Attached are the Certificate of Completion and course bill.

Thank you for your consideration in this matter.

DB:ch

cc: Charlene Black, Personnel
John Platt, DPW Commissioner

Sponsor Name:

SUNY Ulster

Sponsor Address:

491 Cottekill Rd

Stone Ridge, NY 12484

Sponsor Phone:

845-687-5012

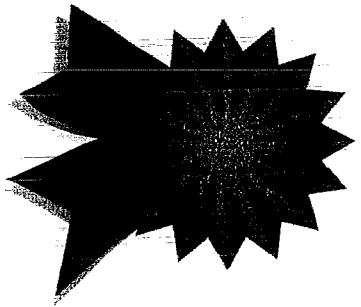
A Certificate of Completion is hereby granted to:

Craig Marti

to certify that they have completed to satisfaction the following course:

Course Name: Grade D Water Operator

NYSDDOF Approved for 24 Contact Hours (AIC#: 17-5047-9029)



A handwritten signature in black ink, appearing to read "David Rider", written over a horizontal line.

Date: December 19, 2012

David Rider, P. C., Program Director

JAN 16 2013

RECEIVED

JAN 04 2013

Town of Newburgh

TOWN OF NEWBURGH
COMMISSIONER OF PUBLIC WORKS
311 NYS Route 32
Newburgh, New York 12550
(845) 564-7813

MEMORANDUM

TO: Wayne Booth, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works



Date: January 4, 2013

Re: Part-time Clerk Position, Water Department

I am presently organizing a major water meter replacement program within the water department. Within the parameters of this program, it will involve substantial volume of contacting and scheduling appointments with Town residents to gain access to both private homes and businesses. Because of present limited office staff, it is imperative that I fill the newly approved part-time clerk position to help with the scheduling of appointments and data recording of the current readings off the old meters and serial numbers of the new equipment to be installed.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you. Thank you.

Cc; Charlene Black, Personnel

JAN 16 2013

11 D

TOWN OF NEWBURGH
COMMISSIONER OF PUBLIC WORKS
311 NYS Route 32
Newburgh, New York 12550
(845) 564-7813

MEMORANDUM

TO: Wayne Booth, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works



Date: January 7, 2013

**Re: Budget transfer from 8340.0200-0103 \$150,000.00
Equipment/Other Capital, to a Capital Project for Meter Replacements**

I plan to start our water meter replacement program once we have completed reading meters for the fourth (4th) quarterly billing cycle. We will be focusing our replacement program to the Meadow Hill North and South sections of the Town. We will also continue to replace any defective equipment found during the reading process throughout the Town, as well as, any new construction that may be started this year.

The town board has approved and included \$150,000 within the 2013 Town Budget under budget line 8340.0200, Equipment/Other Capital, for water meter replacements. With the present water meter cost of \$200 (both the meter and the radio read transmitter) as quoted by Schmidt's Wholesale and a labor and material cost of approximately \$150 (if needed), we would be able to replace approximately 428 meters. Within the North and South Meadow Hill section of the town, there are approximately 950 accounts. We will be attempting to replace these meters in-house with water department staff to hopefully be able to save the additional cost of outside labor and therefore be able to replace more than the 428 meters and hopefully complete the majority of this section of Town.

I would therefore respectfully request a transfer of these funds from the 2013 Town Budget to a separate capital project.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you. Thank you.

Cc: James W. Osborne, Town Engineer
Jackie Calarco, Town Accountant

TOWN OF NEWBURGH
COMMISSIONER OF PUBLIC WORKS
311 NYS Route 32
Newburgh, New York 12550
(845) 564-7813

MEMORANDUM

TO: Wayne Booth, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works



Date: January 7, 2013

Re: 8340.0200-0103 \$150,000.00
Equipment/Other Capital, Meter Replacement

I will be purchasing new water meters and related equipment from the account noted above to ready for our planned water meter replacement program to commence once we have completed reading meters for the fourth (4th) quarterly billing cycle. We will be focusing our replacement program to the Meadow Hill North and South sections of the Town. We will also continue to replace any defective equipment found throughout the Town, as well as, any new construction that may be started this year.

The majority of the equipment will be purchased from Schmidt's Wholesale in Monticello, who are the regional supplier of Badger Meters. The Town of Newburgh has previously standardized Badger as the official supplier of water meters for the Town.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you. Thank you.

Cc: James W. Osborne, Town Engineer
Jackie Calarco, Town Accountant

JAN 16 2013

11 E



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. WAYNE C. BOOTH, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: MUNICIPAL WATERLINE DEDICATION;
235 LINEAR FEET OF 8 INCH DIAMTER WATER MAIN
INSTALLED IN
OSAGE LANE (PRIVATE ROAD OFF OF SUSAN DRIVE)
BALMVILLE ESTATES SUBDIVISION
OUR FILE NO. 800.1(C)(14)(2008)

DATE: JANUARY 14, 2013

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Shay A. Humphrey
Jeffrey S. Sculley
Donna M. Badura
Darren H. Fairlie

M. J. Rider (1906-1968)
Elliott M. Weiner (1915-1990)

COUNSEL

Stephen P. Duggan, III

OF COUNSEL

Craig F. Simon

Enclosed for the Board's consideration please find the following:

CONSENT AND ACCEPTANCE OF TOWN BOARD TO DEDICATION
OF WATER IMPROVEMENTS TO THE CONSOLIDATED WATER
DISTRICT OF THE TOWN OF NEWBURGH in the mater of OSAGE
PROPERTY AND DEVELOPMENT, INC.

The attorneys for Osage Property and Development, Inc. have delivered the
required:

1. Irrevocable Offer of Dedication of Domestic Water Improvements
2. Utility Easement
3. Maintenance Agreement Letter
4. Bill of Sale

in acceptable form, together with the necessary recording documents and
County recording fee and title report.

Should you have any questions or concerns, please do not hesitate to contact
me.

cc: Andrew J. Zarutskie, Town Clerk
Mary Lou Venuto, Receiver of Taxes (via e-mail)
Darrell Benedict, Highway Superintendent (via e-mail)
James Osborne, Town Engineer (via e-mail)
John Venezia, IAO, Town Sole Assessor (via e-mail)

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

-----X

IN THE MATTER OF

OSAGE PROPERTY AND DEVELOPMENT, INC.

OF THE

DEDICATION OF CERTAIN WATER
IMPROVEMENTS INSTALLED AND
CONSTRUCTED IN THE TOWN OF
NEWBURGH, ORANGE COUNTY,
NEW YORK

**CONSENT AND ACCEPTANCE OF
TOWN BOARD TO DEDICATION OF
WATER IMPROVEMENTS TO THE
CONSOLIDATED WATER DISTRICT
OF THE TOWN OF NEWBURGH**

-----X

Upon reading the Irrevocable Offer of Dedication in the above entitled matter dated the 4th day of December, 2012, wherein Osage Property and Development, Inc. has released and dedicated to the Consolidated Water District of Town of Newburgh the following water improvements: consisting of 235 linear feet of 8 inch diameter water main and necessary appurtenances thereto including service connections between the main and the curb box (the "Water Improvements"), installed and constructed in sections of the right of way off Susan Drive, known as Osage Lane, in the Town of Newburgh, Orange County, New York within the boundaries of the Consolidated Water District, as shown on a plan entitled "Balmville Estates, Town of Newburgh, Orange County, New York" filed in the Town Engineer's Office on June 9, 2011 for water uses: NOW THEREFORE, BE IT

RESOLVED, that consent and acceptance be and the same hereby are given to the dedication and use of the Water Improvements by the Consolidated Water District of the Town of Newburgh in accordance with the provisions of the Town Law, the Town of Newburgh Municipal Code and other statutes applicable thereto, and be it

FURTHER RESOLVED that the Water Improvements shall become a part of the Consolidated Water District's facilities and improvements, and the expense of maintenance thereof shall be a charge against such district, except during a two (2) year period from the date hereof the Owner shall be responsible to perform the Consolidated Water District of the Town of Newburgh for the costs of repair of any defects in workmanship or materials in the Water Improvements and, in the event any of the Water Improvements are found to be non-compliant with Town and other applicable regulations, to bring the said improvements into compliance.

Dated the _____ day of December, 2012

TOWN BOARD OF THE TOWN OF
NEWBURGH, ORANGE COUNTY, NEW YORK

By: _____

JRL/kes/260607
61784

Town Watermain Easement Boundary Description

Balmville Estates Subdivision
Town of Newburgh
Orange County, New York

That certain piece or parcel of land lying, situate and being in the Town of Newburgh, County of Orange and State of New York, known and designated as a portion of lot no. 1,2,3,4,5 &7 and shown on a map entitled, "Town Watermain Easement Dedication Map" and bounded and described as follows:

Beginning at a point at the intersection of lot #1 & 5 and the northerly side of Susan Drive; thence traveling along said roadway North $69^{\circ}34'42''$ West 25.45' to a point along said line; thence leaving said roadway and traveling through lot #1,2,3,4,5 & 7 the following (3) courses: (1) North $9^{\circ}39'09''$ East 146.59', (2) on a curve to the right having a radius of 50.00' and an arc length 235.61', (3) South $9^{\circ}39'09''$ West 106.10' to a point on the northerly side of aforementioned Susan Drive; thence along said roadway, North $69^{\circ}34'42''$ West 25.45' to the point and place of the beginning.

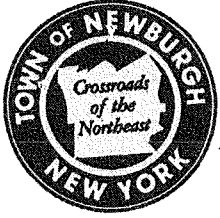
Containing 0.31 acres of land more or less.

01/14/08

12. ANIMAL CONTROL:
 - A. T 93 Withdrawal
 - B. T 94 Withdrawal

JAN 13 2013

12a



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER
645 Gidney Ave. Newburgh, NY 12550

RECEIVED

JAN 10 2013

Town of Newburgh

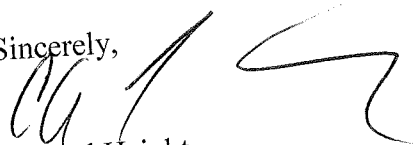
January 9, 2013

To: Town Board

Subject: Authorization to Pay Veterinarian Services Utilizing T-93 Account

I am requesting authorization to use the T-93 account to pay for veterinarian services from Newburgh Veterinary Hospital for December and for your authorization for payment of this voucher in the total amount of \$109.10.

Sincerely,


Chantel Haight
Animal Control Supervisor

Cc: Accounting

Chief Clancy

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(845) 564-4552

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

TERMS

Net 30 Days

feline

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
12/5/12	536649			12.50
12/19/12	537575			12.50
12/21/12	537741			84.10
TOTAL				109.10

CLAIMANT'S CERTIFICATION

Cream Cast

certify that the above account in the amount of \$ 109.10 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/3/13
DATE

Cream Cast
SIGNATURE

Bookkeeper
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

Date

Authorized Official

APPROVAL FOR PAYMENT

This claim is approved and ordered for paid from the appropriations indicated above

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 01-03-13 at 1:03p
Date: 12-21-12
Account: 4417
Invoice: 537741

Date	For	Qty	Description	Price	Discount	Net Price
						0.00
12-21-12	HBC 11/6/12	1	Veterinarian's Notes	83.00	41.50	41.50 **
12-21-12		1	X-RAY Followup Views	5.70	2.85	2.85 **
12-21-12		1	NYS MANDATED BIOLOGICAL W	79.50	39.75	39.75 **
12-21-12		1	Sedation (Minor)			
Total charges, this invoice...						84.10

**Total discount included: 84.10

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for:	HBC 11/6/12 (Weight: 12.1 lbs - 8w)	Last done
12/13	Feline Rhino/Panleuk/Calici I/	
11/13	CONSULT/EXAM - Annual Wellness	11-06-12
11/13	Rabies/Purevax Feline 1yr	
05/13	Wellness Blood Screen (SA040)	
05/13	FECAL EXAM	

Next appointment for **HBC 11/6/12** Qty
01-10-13 **At:** 9:30a **With:** Dentals/CatNeuters

HBC 11/6/12's weight history (in lbs)

11-28-12 12.14

VISIT US ON FACEBOOK.COM!

GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 01-03-13 at 1:03p
Date: 12-19-12
Account: 4417
Invoice: 537575

Date	For	Qty	Description	Price	Discount	Net Price
12-06-12	HBC 11/6/12	1	FELINE RHINO/PANLEUK/CALICI Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.	25.00	12.50	12.50 **
Total charges, this invoice...						12.50
**Total discount included: 12.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: HBC 11/6/12 (Weight: 12.1 lbs - 8w)		Last done
12/13	Feline Rhino/Panleuk/Calici I/	
11/13	CONSULT/EXAM - Annual Wellness	
11/13	Rabies/Purevax Feline 1yr	11-06-12
05/13	Wellness Blood Screen (SA040)	
05/13	FECAL EXAM	

Next appointment for **HBC 11/6/12** Qty
01-10-13 At: 9:30a With: Dentals/CatNeuters

HBC 11/6/12's weight history (in lbs)

11-28-12 12.14

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 01-03-13 at 1:03p
Date: 12-05-12
Account: 4417
Invoice: 536649

Date	For	Qty	Description	Price	Discount	Net Price
11-10-12	HBC 11/6/12	0.15	Buprenex Inject / ml			0.00
11-11-12		0.15	Buprenex Inject / ml			0.00
11-12-12		0.15	Buprenex Inject / ml			0.00
11-13-12		0.04	Telazol Injectable / 1 ml			0.00
11-13-12		0.15	Buprenex Inject / ml			0.00
11-14-12		0.15	Buprenex Inject / ml			0.00
11-15-12		0.10	Buprenex Inject / ml			0.00
11-16-12		0.10	Buprenex Inject / ml			0.00
11-18-12		1	Feline Rhino/Panleuk/Calici #2	25.00	12.50	12.50 **
<p>Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.</p>						
11-28-12		1	Weight Monitoring			0.00
Total charges, this invoice...						12.50
**Total discount included: 12.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: HBC 11/6/12 (Weight: 12.1 lbs - 8w)	Last done
12/13 Feline Rhino/Panleuk/Calici I/	
11/13 CONSULT/EXAM - Annual Wellness	
11/13 Rabies/Purevax Feline 1yr	11-06-12
05/13 Wellness Blood Screen (SA040)	
05/13 FECAL EXAM	

Next appointment for HBC 11/6/12	Qty
01-10-13 At: 9:30a With: Dentals/CatNeuters	

HBC 11/6/12's weight history (in lbs)

11-28-12	12.14
----------	-------

Jan 6 2013

12 B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 Gidney Ave. Newburgh, NY 12550

RECEIVED

JAN 10 2013

Town of Newburgh

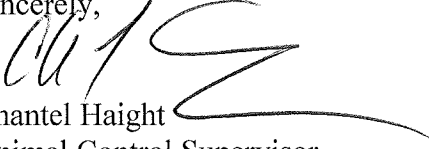
January 8, 2013

To: Town Board

Subject: Authorization to Pay Veterinarian Services Utilizing T-94 Account

I am requesting authorization to use the T-94 account to pay for veterinarian services from Newburgh Veterinary Hospital for the months of November and December for your authorization for payment of this voucher in the total amount of \$695.73.

Sincerely,


Chantel Haight
Animal Control Supervisor

Cc: Accounting

Chief Clancy

TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DO NOT WRITE IN THIS BOX

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

TERMS Net 30 Days

Invoice # _____

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/29/12	536066			93.25
12/13/12	537178			459.48
12/15/12	537328			130.50
12/17/12	537407			12.50
TOTAL				695.73

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 695.73 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/3/13
DATE

Dora M Cast
SIGNATURE

Bookkeeper
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered for paid from the appropriations indicated above

Date

Authorized Official

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 01-03-13 at 1:08p
Date: 12-17-12
Account: 19984
Invoice: 537407

Date	For	Qty	Description	Price	Discount	Net Price
12-17-12	Willow	1	CANINE RABIES / 1YEAR	25.00	12.50	12.50 **
Total charges, this invoice...						12.50
**Total discount included: 12.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Willow	Last done	
12/13	CANINE RABIES / 3 YEAR	
12/13	lyme,HW,Ehrlichia Accu Plus4(A	12-14-12
12/13	CanineDist/Aden/Para/Parvo/Lep	
12/13	Canine Kennel Cough Vacc -1 ye	12-14-12
07/13	CONSULT/EXAM - Annual Wellness	
01/13	Wellness Blood Screen (SA040)	
01/13	FECAL EXAM	

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Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 01-03-13 at 1:08p
Date: 12-15-12
Account: 19984
Invoice: 537328

Date	For	Qty	Description	Price	Discount	Net Price
12-14-12	Willow	0.58	Morphine Inject / ml			0.00
12-14-12		0.15	Telazol Injectable / 1 ml			0.00
12-14-12		1	OHE Canine 7-12 MOS.	179.50	98.75	80.75 **
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a few days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.					
12-14-12		1	-Isoflurane Gas Anesthesia			0.00
12-14-12		1	Canine Dist/A2/PI/Parvo/Lepto1YR	25.00	12.50	12.50 **
	Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI, the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis					
12-14-12		1	CANINE RESPIR.COMPLEX(Bord	25.00	12.50	12.50 **
	Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.					
12-14-12		1	Lyme,HW,Ehrlichia Accu Plus4(AC	49.50	24.75	24.75 **
12-15-12		1	4DX Elisa Negative			0.00
Total charges, this invoice...						130.50
**Total discount included: 148.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Willow	Last done
12/13	CANINE RABIES / 3 YEAR
12/13	lyme,HW,Ehrlichia Accu Plus4(A
12/13	CanineDist/Aden/Para/Parvo/Lep

INVOICE

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Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 01-03-13 at 1:05p
Date: 12-13-12
Account: 19984
Invoice: 537178

Date	For	Qty	Description	Price	Discount	Net Price	
11-29-12	Powell Pup Absc	1	CANINE RABIES / 1YEAR	25.00	12.50	12.50	**
12-13-12	Miss thang	1	CONSULT / EXAM - Sick	59.00	29.50	29.50	**
12-13-12		1	Pet Insurance Review			0.00	
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans							
12-13-12		1	X-RAY SURVEY RADIOGRAPH:	169.50	84.75	84.75	**
12-13-12		1	NYS MANDATED BIOLOGICAL W	5.70	2.85	2.85	**
12-13-12		1	Sedation for radiographs			79.50	
12-13-12		30	Doxycycline tablets 100mg #16181	30.15	15.07	15.08	**
12-13-12		14	Theophylline 200mg #161813	22.03	11.01	11.02	**
12-13-12		1	Loratadine 10mg tablets x 33 #161	18.10	9.05	9.05	**
12-13-12	Prince	1	Consult/Exam - Biannual Wellness	46.50	23.25	23.25	**
12-13-12		1	Pet Insurance Review			0.00	
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans							
12-13-12		1	Lyme,HW,Ehrlichia Accu Plus4(AC	49.50	24.75	24.75	**
12-13-12		1	CANINE RABIES / 1YEAR	25.00	12.50	12.50	**
12-13-12		1	Canine Dist/A2/PI/Parvo/Lepto1YR	25.00	12.50	12.50	**
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis							
12-13-12		1	CANINE RESPIR.COMPLEX(Bord	25.00	12.50	12.50	**
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.							
12-13-12	Brian 12/13/12	1	Morphine Inject / ml			0.00	
12-13-12		0.48	Telazol Injectable / 1 ml			0.00	
12-13-12		1	NEUTER/CANINE <1YR	129.50	72.52	56.98	**
12-13-12		1	-Isoflurane Gas Anesthesia			0.00	

12-13-12	1	CONSULT/EXAM - Annual Wellne:	46.50	23.25	23.25 **
12-13-12	1	CANINE RABIES / 1YEAR	25.00	12.50	12.50 **
12-13-12	1	Canine Dist/A2/PI/Parvo/Lepto1YR	25.00	12.50	12.50 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis					
12-13-12	1	Lyme,HW,Ehrlichia Accu Plus4(AC	49.50	25.00	24.50 **
Total charges, this invoice...					459.48
**Total discount included: 396.00					

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Brian 12/13/12		Last done
12/13	lyme,HW,Ehrlichia Accu Plus4(A	12-13-12
12/13	CANINE RABIES / 3 YEAR	
12/13	CanineDist/Aden/Para/Parvo/Lep	
12/13	CONSULT/EXAM - Annual Wellness	12-13-12
06/13	FECAL EXAM	12-28-12
06/13	Canine Kennel Cough Vacc -1 ye	
02/13	Wellness Blood Screen (SA040)	

Reminders for: Prince (Weight: 32.5 lbs - 12m)		Last done
12/13	lyme,HW,Ehrlichia Accu Plus4(A	12-13-12
12/13	CANINE RABIES / 3 YEAR	
12/13	CanineDist/Aden/Para/Parvo/Lep	
12/13	Canine Kennel Cough Vacc -1 ye	12-13-12
06/13	FECAL EXAM	12-18-12
06/13	Consultation/Exam- Bi-annual	12-13-12
06/13	Neuter your pet at 5-6 months	
02/13	Wellness Blood Screen (SA040)	

Reminders for: Miss thang (Weight: 78.0 lbs - 2y)		Last done
12/12	Spay your pet at 5-6 months	
12/12	FECAL EXAM	
12/12	Canine Kennel Cough Vacc -1 ye	
08/12	Wellness Blood Screen (SA040)	
06/11	CONSULT/EXAM - Annual Wellness	
12/10	HEARTWORM TEST	
10/10	CANINE RABIES / 1YEAR	
09/10	CANINE DIST/A2/PI/PARVOLEPTO1Y	

Reminders for: Powell Pup Abscess		Last done
11/13	CANINE RABIES / 3 YEAR	
07/13	CONSULT/EXAM - Annual Wellness	
05/13	Canine Kennel Cough Vacc -1 ye	
05/13	FECAL EXAM	11-06-12

INVOICE

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845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 01-03-13 at 1:04p
Date: 11-29-12
Account: 19984
Invoice: 536066

Date	For	Qty	Description	Price	Discount	Net Price
11-26-12	Roxy	1	OHE CANINE <7 MOS. Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a few days. Restrict exercise for two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.	159.50	78.75	80.75 **
11-26-12		1	-Isoflurane Gas Anesthesia			0.00
11-26-12		0.70	Morphine Inject / ml			0.00
11-26-12		0.32	Telazol Injectable / 1 ml			0.00
11-26-12		1	CANINE RABIES / 1YEAR	25.00	12.50	12.50 **
11-27-12	HBC German Shep	1	X-RAY SURVEY RADIOGRAPH	169.50	169.50	0.00 **
11-27-12		1	NYS MANDATED BIOLOGICAL W	5.70	5.70	0.00 **
11-27-12		1	Sedation for radiographs	79.50	79.50	0.00 **

Total charges, this invoice...

93.25

**Total discount included: 345.95

Your invoice total reflects our **13Stray Cat Accounts** discount.

VISIT US ON FACEBOOK.COM!

GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

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13. JUSTICE COURT: Purchase of Shelves (2012 Budget)



JAN 16 2013

**NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550**

TELEPHONE (845) 564-7165
FACSIMILE (845) 564-7171

RECEIVED

JAN 04 2013

Town of Newburgh

**HON. JUDE T. MARTINI
TOWN JUSTICE**

**HON. RICHARD CLARINO
TOWN JUSTICE**

MEMORANDUM

TO: Wayne Booth, Town Supervisor
Ernest Bello, Town Councilman
Elizabeth J. Greene, Town Councilwoman
Gilbert J. Piaquadio, Town Councilman
George A. Woolsey, Town Councilman

FROM: Richard Clarino, Town Justice *RC*
Jude T. Martini, Town Justice *JTM*

DATE: December 24, 2012

SUBJECT: Purchase of Additional Mobile Shelving Systems

The Town of Newburgh Court has \$14,450.00 in its 2012 budget for the purchase of the final phase of installation for mobile shelving for the Court's records. A copy of the quote for the final phase is attached. We are seeking your approval for said purchase.

Please place this matter on the next available Council agenda for your approval.

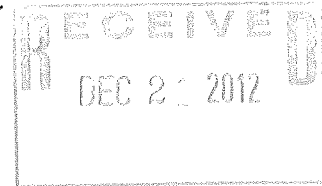
Thank you.

Attachments



NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

TELEPHONE (845) 564-7165
FACSIMILE (845) 564-7171



HON. JUDE T. MARTINI
TOWN JUSTICE

FRANCES BOCKEMUHL
COURT CLERK TO TOWN JUSTICE

MEMORANDUM

TO: Wayne Booth, Supervisor

CC: Members of the Town Board
Jackie Calarco, Town Accountant

FROM: Hon. Richard Clarino, Town Justice
Hon. Jude T. Martini, Town Justice

DATE: September 12, 2012

RE: Budget Transfer

RC
JTM

The Court's budget line 1110-02 currently has \$12,080.41 which will be used to purchase the remaining components to the mobile shelving installed at the Court for its records. The Town was awarded these funds from the 2011 Justice Court Grant. The cost to complete the final phase of the mobile shelving is \$14,450.00. (See Attachment).

We are requesting your approval to transfer \$2,470.00 from 1110-461 Office Supplies to 1110-0200 Equipment/Other Capital to cover the difference.

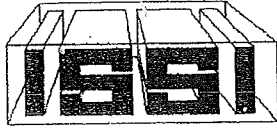
If you have any questions or need additional information, please feel free to contact my Court Clerk Frances Bockemuhl.

Thank you.

approved

9-17-12

Wayne Booth



INNER SPACE SYSTEMS, INC.

PRICE QUOTATION:	
NO.	4840

DATE: 7/6/2011

PRESENTED BY: AR

F.O.B. DESTINATION

SHIPPING POINT

PRESENTED TO:

Town of Newburgh Court
311 Rte. 32
Newburgh, N.Y. 12550

This quotation is presented for your information and prepared in duplicate.

To order the items listed, sign and return for acceptance.

DESCRIPTION OF EQUIPMENT/SERVICES	AMOUNT
Spacesaver Mechanical Mobile Shelving Systems, as shown in attached layout drawings: <u>System A-Remaining components</u> <ul style="list-style-type: none"> • 1 mobile carriages-14'6" length (32"w) with end frames and handle. • 1 mobile carriage-14'6" length (16"w) with end frame and handle. • 1 mobile carriage-14'6" length (24"w) with end frame and handle. • 4 units on mobile carriages-42"w x 24"d x 82"h-10 levels of ticket boxes • 4 units on mobile carriages-42"w x 32"d x 82"h-6 levels of bankers boxes • 4 units on mobile carriages-42"w x 16"d x 82"h- same <p style="text-align: right;">Total price including delivery/installation</p>	<div style="text-align: right; font-size: 2em;">}</div> <div style="text-align: right; font-size: 1.5em;">None</div> <p>\$12,750.00</p>
<u>System B-Remaining components</u> <ul style="list-style-type: none"> • 3 mobile carriages-14'6" length (32"w) with end frames and handles. • 12 units on mobile carriages-42"w x 32"d x 82"h-6 levels of bankers boxes. • 8 units fixed on floor- 42"w x 24"d x 82"h-11 levels of ticket boxes. • 1 unit fixed on floor- 36"w x 24"d x 82"h- same <p style="text-align: right;">Total price including delivery/installation</p>	<p>\$14,450.00</p>

sales taxes additional, if applicable
4 weeks free storage of product in local warehouse
It is customer's responsibility to instruct us when to ship items.

Our order is hereby placed, as per the terms and conditions of the above quotation, subject to acceptance by the home office of Inner Space Systems, Inc.

Accepted by:

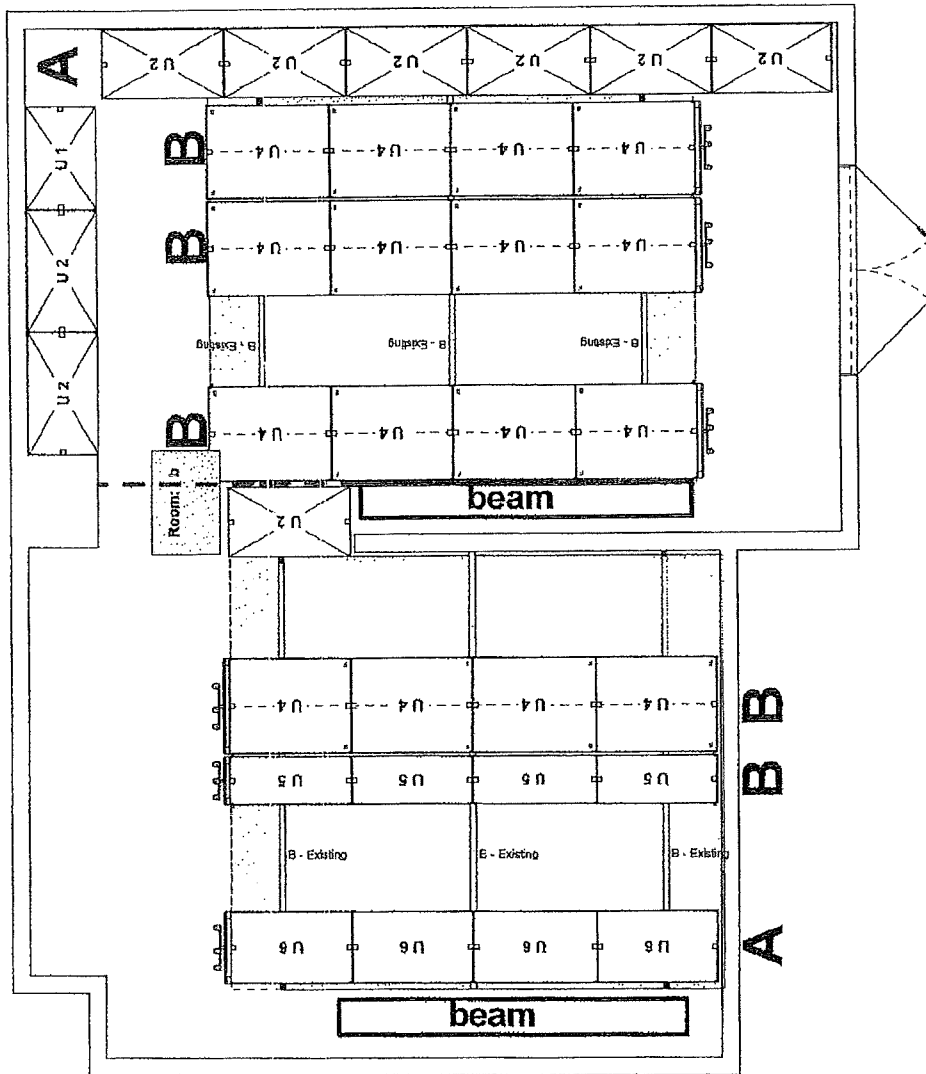
Accepted by:
Inner Space Systems, Inc.
301 Fields Lane
Brewster, N.Y. 10509
Ph. (845) 277-7400
fax (845) 277-7755

E-Mail:andy@innerspacesystems.com

Presented by:

System A

System B



Project Name:

Town of Newburgh Court

Filename: records room-1.0m

Saved Date: 07/05/2011

Revision:

Printed Date: 07/11/2011

Total Actual LF: 11804 LFI

Scale: 3/16" = 1'

Sheet No: 2 of 2

Drawn by: ar

Rep: ar

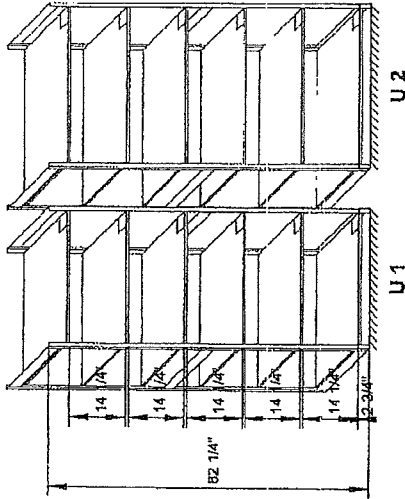
Inner Space Systems, Inc.
Document Management Solutions

SYSTEC

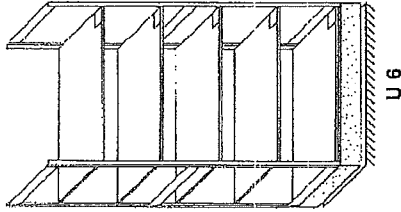
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Shelf Elevations

HB2 1/4"
82 1/4"x36" 92.4"

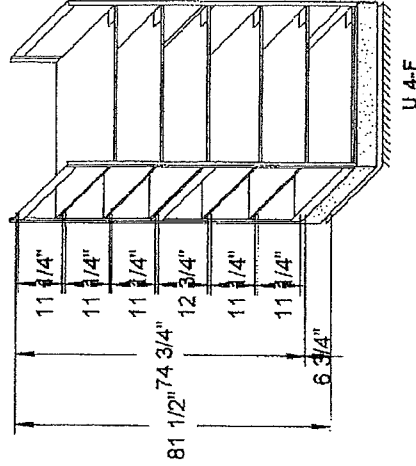


HB1 1/2"
74 3/4"x42" 92.4"

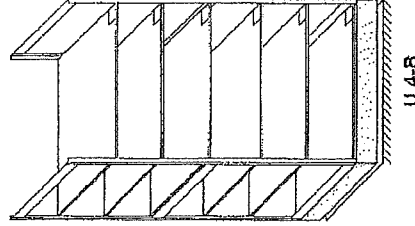
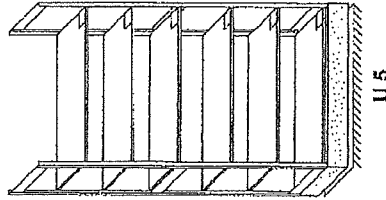


**ticket boxes-12 levels on 6 openings per unit
or 11 levels on 5 openings on mobile carriage**

HB1 1/2"
74 3/4"x42" 93.2"



HB1 1/2"
74 3/4"x42" 91.6"



**bankers boxes-6 levels per unit on
mobile carriages**

Project Name:

Town of Newburgh Court

Saved Date: 07/05/2011

Project No: 4458

Printed Date: 07/11/2011

Revision:

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Scale: 1/4" = 1'

Total Actual LFI: 11804 LFI

Rep: ar

Drawn by: ar

Sheet No: 1 of 2

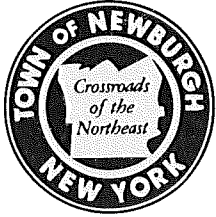
14. PERSONNEL

A. Budget Transfer

B. Orange County Personnel Titles

JAN 16 2013

14a



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Wayne C Booth, Town Supervisor
Town Board

From: Charlene M Black, Administrative Aide

Date: January 8, 2013

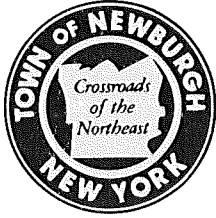
Re: Transfer of Funds

Please transfer funds from:

\$7201.00 from 030.9040.0800 (Workers Comp) to 030.9060.0800 (Medical) to
cover the shortage in my 2012 budget. Thank you in advance.

JAN 16 2013

143.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

PH: 845-566-7785
Fax: 845-564-2170

To: Supervisor Booth ✓
Town Board Members

Cc: Jackie Calarco, Town Accountant

From: Charlene M Black, Personnel *CB*

Date: December 28, 2012

Re: Orange County Personnel Titles

Per a letter received from Orange County Personnel, we need to change some of our job titles to match their titles:

Real Property Data Collector, Assessor's Clerk, Accountant (Municipal), Animal/Dog Control Officer, Deputy Receiver Taxes & Assess., Dispatcher, Municipal Bingo Inspector, Street Crossing Guard, Town Engineer, Fire Inspector (these titles include part timers). All seasonal have to state the title they were assigned, example: seasonal laborer can only say laborer not seasonal or f/t or p/t next to it.

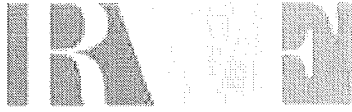
Thank you for your time in this matter.

15. CERTIORARI SETTLEMENTS:

- A. LKD Realty Corp. (Assembly Way/Governor Drive)**
- B. Victor Rendano & Associates (Hudson Valley Professional Plaza)**
- C. JP Morgan Chase Bank (Auto Park Place)**

JAN 16 2013

15a



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

Attorney-Client privileged
MEMORANDUM

P: 845.562.9100
F: 845.562.0126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

TO: HON. WAYNE C. BOOTH, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2011 AND 2012)
LKD REALTY CORP. AND CRS REALTY, LLC
(ASSEMBLY WAY/GOVERNOR DRIVE)
OUR FILE NO. 800.24

DATE: JANUARY 10, 2013

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Shay A. Humphrey
Jeffrey S. Sculley
Donna M. Badura
Darren H. Fairlie
M. J. Rider (1906-1968)
Elliott M. Weiner (1915-1990)

COUNSEL

Stephen P. Duggan, III

OF COUNSEL

Craig F. Simon

Enclosed are copies of a letter from Cathy Drobny, Esq. of Hacker & Murphy, a proposed Consent Order and Judgment and charts showing the claimed refund liability and the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a map showing the parcel's location. The parcel is located in the Stewart Industrial Park and consists of two industrial buildings located on land owned by NYS DOT.

The settlement provides for a reduction in the assessed value for 2011 by \$233,600 from \$2,245,000 to \$2,011,400 and for 2012 by \$40,370 from \$2,245,000 to \$2,204,630. The refund liability for the Town (not including special districts and the Fire District) for the reduction will be approximately \$3,134.40.

Also attached is a proposed resolution which would authorize the Settlement.

cc: Hon. Andrew J. Zarutskie, Town Clerk
John Venezia, Town Sole Assessor *(via e-mail)*
Mary Lou Venuto, Receiver of Taxes *(via e-mail)*
Jacqueline Calarco, Town Accountant *(via e-mail)*
David Murphy, Esq. and Cathy L. Drobny, Esq. *(via e-mail)*

HACKER MURPHY, LLP
ATTORNEYS AT LAW
7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110-1429

TELEPHONE (518) 783-3843
FACSIMILE (518) 783-8101
WWW.HACKERMURPHY.COM

December 26, 2012

Mark C. Taylor, Esq.
Rider, Weiner, Frankel & Calhelha, P.C.
P.O. Box 2280
Newburgh, New York 12550

RE: LKD Realty Corp. and CRS Realty, LLC v. Town of Newburgh
Index No. 2011-7381
Our File No.: 5018.079
Parcel No.: 89-2-16.1

Dear Mark:

Attached please find the proposed Order and Judgment in reference to the above-entitled proceedings. The subject property is owner occupied and consists of two industrial buildings totaling 60,521 sq. ft., located on land owned by NYS DOT. The buildings are utilized as mixed office and light assembly and about 10,000 sq. feet are vacant. After inspecting the property and reviewing the discovery responses of the petitioner, it was the opinion of ESAC that the property was overassessed. After several discussions with the petitioner's attorney, this settlement was reached. I feel that this is a good settlement for the Town.

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the original Consent Judgment and forward it to the petitioner's attorney for filing.

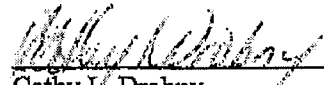
I have enclosed for your review a copy of the refund liability chart which shows the potential liability versus the proposed settlement refund liability.

Please do not hesitate to contact me if you have any questions. Thank you.

Very truly yours,

HACKER MURPHY, LLP

By:


Cathy L. Drobny
cdrobny@hackermurphy.com
Direct: (518) 213-0116

CLD:scf
Enclosure
cc: John Venezia, Assessor

LKO Realty Corp. and GRS Realty, LLC v. T/O Newburgh - Settlement

Year	Parcel Number	Assessed Value	Town's Offered AV	Eq. Rate	FMV	Town's Offered FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability
2011	89-2-16.1	\$2,245,000	\$2,011,400	35.60%	\$ 6,306,180	\$ 5,650,000	\$ 233,600	9.3141	\$ 2,175.77		\$ 2,175.77
								County	\$ 2,664.18		\$ 2,664.18
								Town	\$ 915.71		\$ 915.71
								Fire-Cold	\$ -		\$ -
								Sp. Dist.	\$ -		\$ -
2012	89-2-16.1	\$2,245,000	\$2,204,630	39.02%	\$ 5,753,460	\$ 5,650,000	\$ 40,370	56.0309	\$ 13,088.82		\$ 13,088.82
								Valley Cent. School	\$ 367.62		\$ 367.62
								County	\$ 470.22		\$ 470.22
								Town	\$ 227.19		\$ 227.19
								Fire-Cold	\$ -		\$ -
								Sp. Dist.	\$ -		\$ -
								Valley Cent. School	\$ 2,185.60		\$ 2,185.60

LKD Realty Corp. and CRS Realty, LLC v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability
2011	89-2-16.1	\$2,245,000	\$1,787,600	35.60%	\$6,306,180	\$5,021,348	\$457,400	County 9.3141 Town 11.40	\$4,260.27		\$4,260.27
								Fire-Cold 3.92	\$5,216.60		\$5,216.60
								Sp.Dist. -	\$1,793.01		\$1,793.01
								Valley Cent School 56.0309	\$25,628.53		\$25,628.53
2012	89-2-16.1	\$2,245,000	\$1,911,980	39.02%	\$5,753,460	\$4,900,000	\$883,020	County 9.1063	\$3,032.58		\$3,032.58
								Town 11.6477	\$3,878.92		\$3,878.92
								Fire-Cold 5.6276	\$1,874.10		\$1,874.10
								Sp.Dist. -			
								Valley Cent School 54.1392	\$18,029.44		\$18,029.44

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of the Application of

LKD REALTY CORP. and CRS REALTY, LLC,

CONSENT ORDER
AND JUDGMENT

Petitioner,

Index Nos.: 2011-7381
2012-6021

-against-

THE TOWN OF NEWBURGH, MICHAEL J.
FOGARTY, IAO, AS ASSESSOR OF THE TOWN
OF NEWBURGH, THE BOARD OF ASSESSMENT
REVIEW OF THE TOWN OF NEWBURGH, THE
BOARD OF EDUCATION OF VALLEY CENTRAL
SCHOOL DISTRICT and THE COUNTY OF
ORANGE,

Respondents,

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be joined for disposition, settled and compromised in the following manner:

1. The 2011 and 2012 final assessments on the Petitioner's subject property was fixed by the Assessor of the Town of Newburgh as follows:

<u>YEAR</u>	<u>TAX MAP NO.</u>	<u>ASSESSED VALUE</u>
2011	89-2-16.1	\$2,245,000
2012	89-2-16.1	\$2,245,000

2. The 2011 and 2012 final assessments on the Petitioner's real property shall be corrected, reduced and revised in the following manner:

<u>YEAR</u>	<u>TAX MAP NO.</u>	<u>ORIGINAL ASSESSMENT</u>	<u>REVISED ASSESSMENT</u>	<u>REDUCTION</u>
2011	89-2-16.1	\$2,245,000	\$2,011,400	(\$233,600)
2012	89-2-16.1	\$2,245,000	\$2,204,630	(\$40,370)

3. The Assessor of the Town of Newburgh shall forthwith correct and revise the entry with respect to the final 2011 and 2012 assessment rolls of the Town in a manner consistent with the provisions of the preceding paragraphs.

6. The Town of Newburgh, the Valley Central School District, the County of Orange, and any special district for which taxes are levied based on the assessments made subject to this agreement, shall forthwith allow, pay and refund to Petitioner the excess principal amounts of real property taxes paid on account of the previously unrevised 2011 and 2012 final assessments, which excess taxes were previously paid on account of the unrevised assessments specified herein. Said refunds shall be for repayment of excess principal taxes paid and shall be made in accordance with local refunding procedures established and provided for such cases. Any refunds due for excess Town taxes shall be refunded by the County and demand for refund for Town taxes shall be made to the County. Petitioner waives statutory interest from all refunds paid by the Town, County and School District if paid within sixty (60) days of entry of this Consent Order.

7. If applicable, corrected or amended property tax bills shall be furnished to Petitioner by the Town of Newburgh, the County of Orange and/or the Valley Central School District, for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

8. The judicial proceedings as to the assessed value of the subject property in dispute for 2011 and 2012 are being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are

signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceeding entitled above. The terms and conditions of this Stipulation shall, however, survive the making and entry of a judicial order providing for the settlement and compromise of the prior litigated proceeding and shall not merge therein.

9. Real Property Tax Law §727 shall apply to these proceedings. Acknowledging the applicability of RPTL §727, the petitioner agrees not to file judicial petitions challenging the assessments of the subject property in 2013, 2014, and 2015 and also not to file any administrative grievances with the Board of Assessment Review as long as the assessed valuations of the subject property as agreed to for 2012 is not changed for 2013, 2014, and 2015, subject to the usual stated statutory exceptions.

10. This proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this agreement.

11. This Stipulation of Settlement and Order will be submitted to the New York State Supreme Court for signature and entry, and these proceedings shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED: _____, 2012

Timothy P. McElduff, Jr., Esq.
Drake, Loeb, Heller, Kennedy, Gogerty
Gaba & Rodd, PLLC
Attorneys for Petitioner
555 Hudson Valley Avenue, Suite 100
New Windsor, New York 12553
Tel: (845) 458-7314

HACKER
MURPHY,
LLP
ATTORNEYS AT LAW

DATED: _____, 2012

Cathy L. Drobny, Esq.
Hacker Murphy, LLP
Attorneys for Respondents
7 Airport Park Boulevard
Latham, New York 12110
Tel: (518) 733-3843

PRESENT: HON. CATHERINE M. BARTLETT, A.J.S.C.

BE IT SO ORDERED AND ADJUDGED.

DATED: _____, 2012
AT: _____, New York

Hon. Catherine M. Bartlett, A.J.S.C.

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of January, 2013 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDING UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL # 89-2-16.1
LKD REALTY CORP. AND CRS REALTY,
LLC
(ASSEMBLY WAY/GOVERNOR DRIVE),
INDEX NUMBERS 2011-7381 AND 2012-
6021

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

WHEREAS, LKD Realty Corp. and CRS Realty, LLC (together "Petitioner") have instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of certain real property in the Town of Newburgh, Orange County, New York located on Governor Drive (Section 89-Block 2-Lot 16.1) on the tax assessment rolls for the tax years 2011 and 2012; and

WHEREAS, special counsel to the Town, Hacker & Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioners, the terms of which are embodied in a proposed Consent Order and Judgment annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, the Town's Sole Assessor has also recommended that the settlement be authorized; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs Hacker & Murphy, LLP to execute and deliver the Consent Order and Judgment on behalf of the Town; and

BE IT FURTHER RESOLVED, that Hacker & Murphy, LLP, the Town Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to

take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, documents and papers as may be necessary to effectuate and carry out the settlement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman voting _____

Gilbert J. Piaquadio, Councilman voting _____

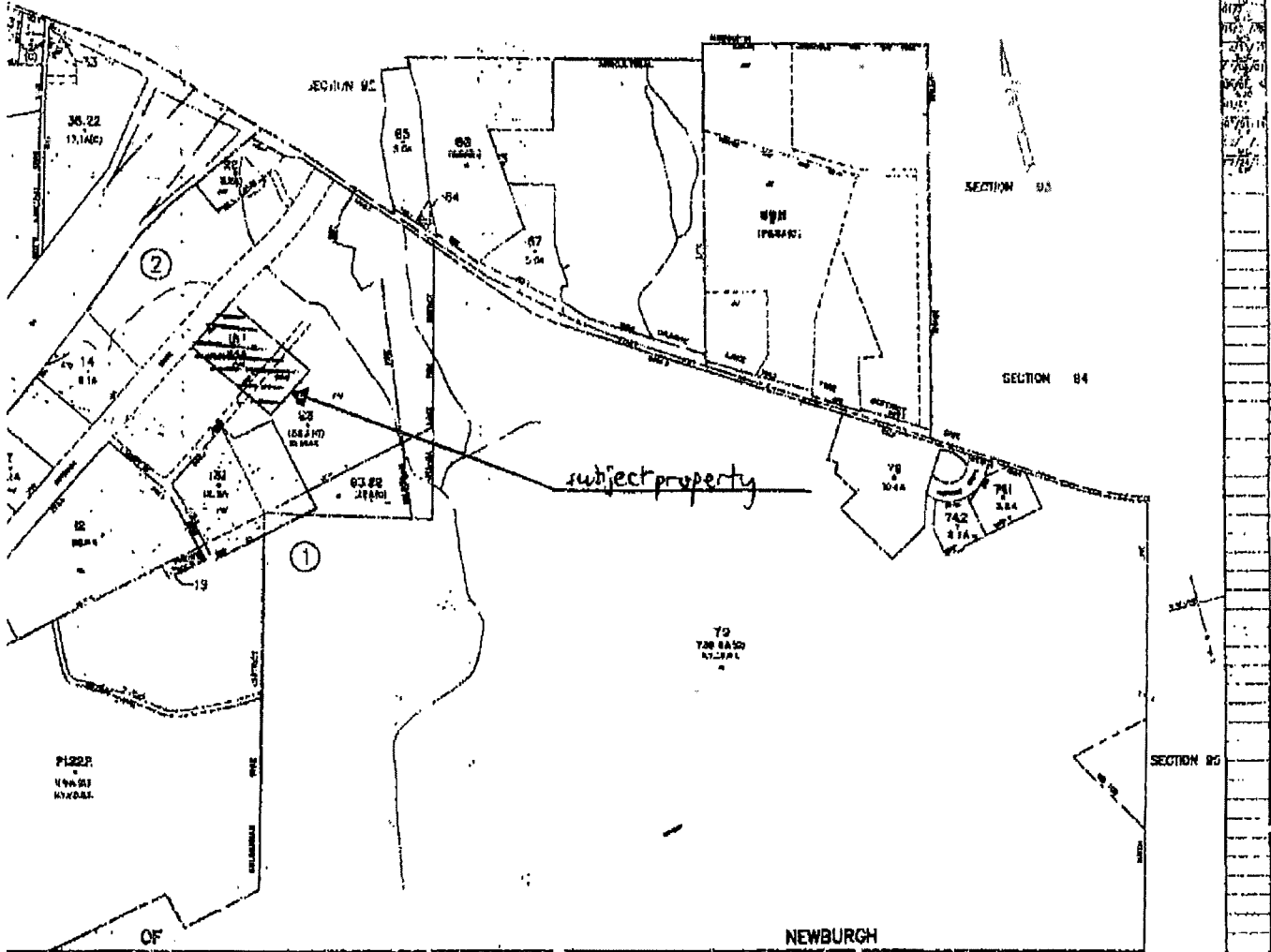
Elizabeth J. Greene, Councilwoman voting _____

Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.

SECTION 88



ORANGE COUNTY - NEW YORK



334600
TOWN OF NEWBURGH

Scale 1" = 400' Section No. 88

Prepared by
 170 East Street, Orange, N.Y. 12650
 Tel. 518-537-3100 Fax 518-537-3101

UNLAWFUL ALTERATION, SALE OR DISTRIBUTION
 OF ANY PORTION OF THE ORANGE COUNTY I.M.
 MAP IS FORWARDED WITHOUT PERMISSION
 OF THE CLERK, REAL PROPERTY TAX BOARD AGENCY

NOT TO BE REPRODUCED FOR COMMERCIAL
 PURPOSES FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE

FILE THESE MAPS

15B

File 0008-0069T

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
VICTOR RENDANO & ASSOCIATES,

-against-

Petitioner,

Assessment
Year
2012

Index
Number
12-6230

THE BOARD OF ASSESSORS AND/OR THE
ASSESSOR OF THE TOWN OF NEWBURGH
AND THE BOARD OF ASSESSMENT REVIEW,

Tax Map No.: 75/1/19.14

Respondents.
-----X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that the above proceedings be and the same hereby are discontinued without costs to either party as against the other and that this stipulation may be filed without further notice with the Clerk of the Court.

Dated: Melville, New York
October 22, 2012

HERMAN KATZ CANGEMI & CLYNE, LLP
Attorneys for Petitioner

By _____

ELENE MICHAELS, ESQ.

HACKER & MURPHY, LLP
Attorneys for Respondents

By _____

CATHY DROBNY, ESQ.

File 0008-0069T

At a Special Condemnation and Tax Certiorari Term of the Supreme Court of the State of New York, held in and for the County of Orange, Goshen, New York, on the day of , 20 .

P R E S E N T :

HON. CATHERINE M. BARTLETT,

Justice

-----X
In the Matter of :

CONSENT ORDER & JUDGMENT

VICTOR RENDANO & ASSOCIATES,

Petitioner,

Index No.
11-6899

Assessment Year
2011

-against-

THE BOARD OF ASSESSORS AND/OR THE
ASSESSOR OF THE TOWN OF NEWBURGH AND
THE BOARD OF ASSESSMENT REVIEW,

Tax Map No.: 75/1/19.14

Respondents.

-----X

The above petitioners having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Newburgh with respect to premises located at 21 Hudson Valley Professional Plaza, also designated as Section 75, Block 1, Lot 19.14, on the Official Assessment Map of the Town of Newburgh for the assessment year 2011, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by ELENE MICHAELS, ESQ., of HERMAN KATZ CANGEMI & CLYNE, LLP, and the respondents having appeared by CATHY L. DROBNY, ESQ., of HACKER & MURPHY, LLP, Counsel for the Town of Newburgh, and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced property be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

Assessment Year	Original Assessed Value	Reduction	Corrected Assessed Value
2011	\$435,000	\$114,600	\$320,400

and so reduced and confirmed, it is further

ORDERED AND DIRECTED, that the terms of R.P.T.L. §727 shall apply to this settlement in all respects for the 2012, 2013 and 2014 assessment years in the amount of \$320,400 and it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Town of Newburgh the amount of Town taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the

Newburgh City School District, the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and are hereby directed and authorized to audit, allow and to pay to the petitioner the amount, if any, of State, County, Town, Judiciary, Sewer District and any special taxes paid by the petitioner as taxes against said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within ninety (90) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the Town of Newburgh, and/or any of the various taxing authorities, be made by check or draft payable to the order of HERMAN KATZ CANGEMI & CLYNE, LLP, as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

**HACKER & MURPHY, LLP
Attorneys for Respondents**

**By: CATHY L. DROBNY, ESQ.
7 Airport Park Boulevard
Latham, New York 12110
518-783-3843**

**HERMAN KATZ CANGEMI & CLYNE, LLP
Attorneys for Petitioner**



**By: ELENE MICHAELS, ESQ.
538 Broadhollow Road, Suite 307
Melville, New York 11747
631-501-5011**

Victor Rendano v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Petitioner's Demand AV	Eq. Rate	FMV	Claimed FMV	Petitioner's Demand FMV	Difference	Tax Rate	Refund Liability
2011	75-1-19.14	\$ 435,000	\$ 43,500	\$ 312,940	35.60%	\$ 1,221,910	\$ 122,191	\$ 879,045	\$ 391,500	County Town Fire-Cron Sp.Dist.	\$ 3,646.47 \$ 4,465.02 \$ 1,620.81 \$ -
2012	75-1-19.14	\$ 435,000	\$ 43,500	\$ 312,940	39.02%	\$ 1,114,813	\$ 111,481	\$ 801,999	\$ 391,500	School County Town Fire-Cron Sp.Dist. School	\$ 24,933.81 \$ 3,646.47 \$ 4,465.02 \$ 1,620.81 \$ - \$ 25,134.97
2012 Town/County taxes rates used to calculate refunds for 2012 proceeding											

Victor Rendano v. Newburgh Settlement with Town Refund

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2011	75-1-19.14	\$ 435,000	\$ 320,400	35.60%	\$ 1,221,910	\$ 900,000	\$ 114,600	9.3141	\$ 1,067.40
								County	\$ 1,307.00
								Town	\$ 474.44
								Fire-Cron	\$ -
								Sp. Dist.	\$ -
								School	\$ 7,298.63
								County	\$ -
								Town	\$ -
								Fire-Cron	\$ -
								Sp. Dist.	\$ -
								School	\$ 7,357.51
2012	75-1-19.14	\$ 435,000	\$ 320,400	39.02%	\$ 1,114,813	\$ 821,117	\$ 114,600	64.2017	\$ -

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of January, 2013 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDING UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW;
SBL # 75-1-19.14
VICTOR RENDANO & ASSOCIATES
(21 HUDSON VALLEY PROFESSIONAL
PLAZA / OFF GIDNEY AVENUE),
INDEX NUMBERS 2011-6899

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

WHEREAS, Victor Rendano & Associates ("Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of certain real property in the Town of Newburgh, Orange County, New York located on Hudson Valley Professional Plaza (Section 75-Block 1-Lot 19.14) on the tax assessment rolls for the tax year 2011; and

WHEREAS, special counsel to the Town, Hacker & Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioners, the terms of which are embodied in a proposed Consent Order and Judgment annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, the Town's Sole Assessor has also recommended that the settlement be authorized; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs Hacker & Murphy, LLP to execute and deliver the Consent Order and Judgment on behalf of the Town; and

BE IT FURTHER RESOLVED, that Hacker & Murphy, LLP, the Town Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in

the name of and on behalf of the Town, all such certificates, documents and papers as may be necessary to effectuate and carry out the settlement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman voting _____

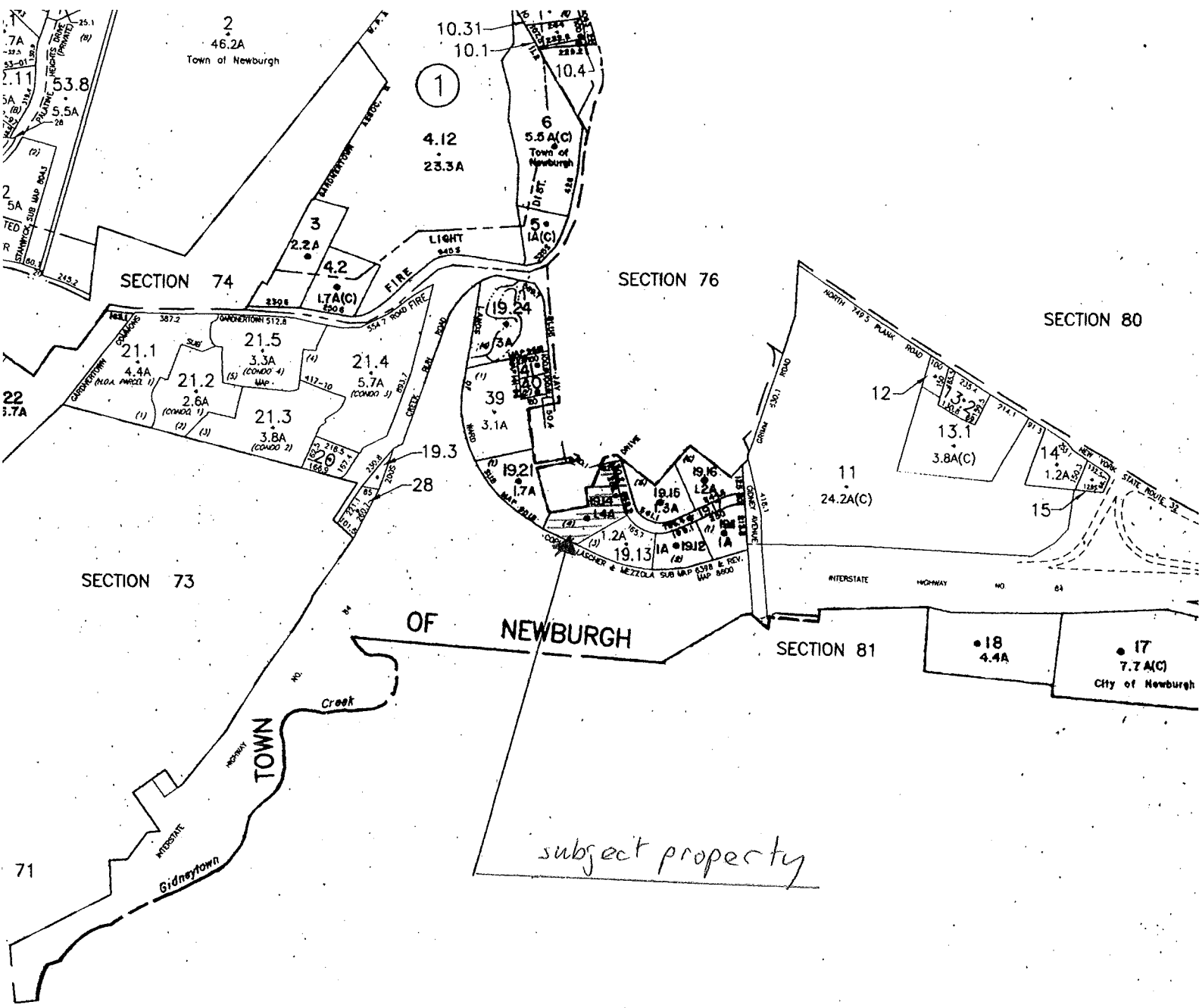
Gilbert J. Piaquadio, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.



ED PLAN BLOCK NO.	(2) (4)
ED PLAN LOT NO.	(3) or (P/o 2)
STATE HIGHWAYS	N Y STATE HWY. NO 17
COUNTY HIGHWAYS	COUNTY ROAD NO 4
TOWN ROADS	TOWN ROAD 1

ORANGE COUNTY—NEW YORK

Prepared by
 Orange County Tax Map Department
 124 Main Street, Goshen, N.Y. 10924
 Phone 845.291.2498 Fax 845.291.2499

NOTICE
 MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION
 OF ANY PORTION OF THE ORANGE COUNTY TAX
 MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION
 OF THE O.C. REAL PROPERTY TAX SERVICE AGENCY

NOT TO BE REPRODUCED FOR COMMERCIAL
 PURPOSES FOR TAX PURPOSES ONLY
 NOT TO BE USED FOR CONVEYANCE



15c

HACKER MURPHY, LLP
ATTORNEYS AT LAW
7 AIRPORT PARK BOULEVARD
LATHAM, NEW YORK 12110-1429

TELEPHONE (518) 783-3843
FACSIMILE (518) 783-8101
WWW.HACKERMURPHY.COM

December 7, 2012

Mark C. Taylor, Esq.
Rider, Weiner, Frankel & Calhelha, P.C.
P.O. Box 2280
Newburgh, New York 12550

RE: JP Morgan Chase Bank v. Town of Newburgh
Index Nos.: 2008-7850; 2009-7631; 2010-7162; 2011-6586; 2012-6134
Parcel No. 97-2-32
Our File No.: 3789/5018.029

Dear Mr. Taylor:

Attached please find the proposed Consent Judgment in reference to the above-entitled proceedings. The subject property is a one story, 3,665 square foot bank located on Rt. 17K, a short distance from Union Avenue. This settlement was negotiated after review of ESAC's preliminary appraisal for the 2008 and 2009 proceedings, John Venezia's analysis of the property and consideration of the cost of litigation. There are currently 5 years pending and the reduction in assessed value per year varies from \$32,280 and \$18,000. John and I feel that it is a fair settlement.

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the original Consent Judgment and forward it to the petitioner's attorney for filing.

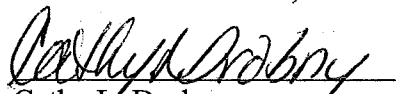
I have enclosed for your review a copy of the refund liability chart which shows the potential liability versus the proposed settlement refund liability.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

HACKER MURPHY, LLP

By:


Cathy L. Drobny
cdrobny@hackermurphy.com
Direct: (518) 213-0116

CLD:scf
Enclosures
cc: John T. Venezia, Assessor

JP Morgan Chase Bank v. Town of Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability
2008	97-2-32	\$ 362,100	\$ 120,000	27.35%	\$ 1,323,949	\$ 630,000	\$ 242,100	County	10.83	\$ 2,621.94	\$ 2,621.94
								Town	10.73	\$ 2,597.73	\$ 2,597.73
								Fire-GW	3.47	\$ 840.09	\$ 840.09
								Sp.Dist.	-	\$ -	\$ -
2009	97-2-32	\$ 362,100	\$ 120,000	28.68%	\$ 1,262,552	\$ 630,000	\$ 242,100	County	10.34	\$ 2,503.31	\$ 2,503.31
								Town	11.29	\$ 2,733.31	\$ 2,733.31
								Fire-GW	3.43	\$ 830.40	\$ 830.40
								Sp.Dist.	-	\$ -	\$ -
2010	97-2-32	\$ 362,100	\$ 120,000	32.80%	\$ 1,103,963	\$ 630,000	\$ 242,100	School	62.9177	\$ 15,232.38	\$ 15,232.38
								County	9.46	\$ 2,290.27	\$ 2,290.27
								Town	11.50	\$ 2,784.15	\$ 2,784.15
								Fire-GW	3.43	\$ 830.40	\$ 830.40
2011	97-2-32	\$ 362,100	\$ 120,000	35.60%	\$ 1,017,135	\$ 630,000	\$ 242,100	Sp.Dist.	-	\$ -	\$ -
								School	62.7960	\$ 15,202.91	\$ 15,202.91
								County	9.31	\$ 2,253.95	\$ 2,253.95
								Town	11.40	\$ 2,761.13	\$ 2,761.13
2012	97-2-32	\$ 362,100	\$ 120,000	39.02%	\$ 927,986	\$ 630,000	\$ 242,100	Fire-GW	4.36	\$ 1,055.56	\$ 1,055.56
								Sp.Dist.	-	\$ -	\$ -
								School	63.6879	\$ 15,418.84	\$ 15,418.84
								County	9.31	\$ 2,253.95	\$ 2,253.95
							Town	11.40	\$ 2,761.13	\$ 2,761.13	
							Fire-GW	4.36	\$ 1,055.56	\$ 1,055.56	
							Sp.Dist.	-	\$ -	\$ -	
							School	64.2017	\$ 15,543.23	\$ 15,543.23	

J P Morgan Chase Bank v. Town of Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced AV	Eq. Rate	FMV	Reduced FMV	Difference AV & Appraised AV	Tax Rate	Refund Liability
2008	97-2-32	\$ 362,100	\$ 329,820	27.35%	\$ 1,323,949	\$ 630,000	\$ 32,280	County 9.40	\$ 303.43
								Town 9.15	\$ 295.36
								Fire-GW 3.45	\$ 111.37
								Sp.Dist.	\$ -
								School 65.64	\$ 2,118.86
2009	97-2-32	\$ 362,100	\$ 329,820	28.68%	\$ 1,262,552	\$ 630,000	\$ 32,280	County 10.34	\$ 333.78
								Town 11.29	\$ 364.44
								Fire-GW 3.43	\$ 110.72
								Sp.Dist.	\$ -
								School 62.9177	\$ 2,030.98
2010	97-2-32	\$ 362,100	\$ 344,100	32.80%	\$ 1,103,963	\$ 630,000	\$ 18,000	County 9.46	\$ 170.28
								Town 11.50	\$ 207.00
								Fire-GW 3.40	\$ 61.20
								Sp.Dist.	\$ -
								School 62.7960	\$ 1,130.33
2011	97-2-32	\$ 362,100	\$ 344,100	35.60%	\$ 1,017,135	\$ 630,000	\$ 18,000	County 9.31	\$ 167.58
								Town 11.41	\$ 205.38
								Fire-GW 4.36	\$ 78.48
								Sp.Dist.	\$ -
								School 63.6879	\$ 1,146.38
2012	97-2-32	\$ 362,100	\$ 344,100	39.02%	\$ 927,986	\$ 630,000	\$ 18,000	County 9.31	\$ 167.58
								Town 11.41	\$ 205.38
								Fire-GW 4.36	\$ 78.48
								Sp.Dist.	\$ -
								School 64.2017	\$ 1,155.63

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of

JP MORGAN CHASE BANK

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESS-
MENT REVIEW OF THE CITY OF NEWBURGH AND
THE CITY OF NEWBURGH, ORANGE COUNTY,
NEW YORK,

Respondent.

ORDER

Index Numbers

2008-007850

2009-007631

2010-007162

2011-006586

2012-006134

Petitioner, having commenced tax assessment review proceedings against respondents pursuant to Article 7 of the Real Property Tax Law relating to City of Newburgh tax map parcel set forth below and the parties having executed a Stipulation of Settlement providing for the voluntary settlement and discontinuance of these proceedings;

NOW, THEREFORE, based upon the terms of the Stipulation of Settlement, it is

ORDERED, that the said proceedings be and the same hereby are discontinued with prejudice, on the merits; and it is further

ORDERED, that for assessment years 2008-09 through 2012-13, respondents' assessments of petitioner's parcel of real property identified as tax map parcel 97-2-32 (Auto Park Pl.) are hereby corrected and reduced as follows:

97-2-32 (Auto Park Pl.):

<u>Assessment Year</u>	<u>Original Assessment</u>	<u>Reduced Assessment</u>	<u>Assessment Difference</u>
2008-09	\$362,100	\$329,820	\$32,820
2009-10	\$362,100	\$329,820	\$32,820
2010-11	\$362,100	\$344,100	\$18,000
2011-12	\$362,100	\$344,100	\$18,000
2012-13	\$362,100	\$344,100	\$18,000

and the Assessor of the City of Newburgh is hereby directed to reduce said parcel's assessments accordingly; and it is further

ORDERED, that these revised and corrected assessments shall be administered in accordance with Section 726 of the Real Property Tax Law and in accordance with paragraph "3" of the Stipulation of Settlement annexed hereto; and it is further

ORDERED, that if any cash refunds are due to petitioner, said refund checks due to petitioner as a result of this Order shall be made payable to "Janata, LaCap & Associates, As Attorneys" and shall be mailed to 155 North Main Street, New City, New York 10956. Accompanying such refund checks shall be a statement setting forth the manner in which the refund has been calculated.

Dated:

At: _____, New York

Justice of the Supreme Court

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

In the Matter of

JP MORGAN CHASE BANK

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESS-
MENT REVIEW OF THE CITY OF NEWBURGH AND
THE CITY OF NEWBURGH, ORANGE COUNTY,
NEW YORK,

Respondent.

STIPULATION
OF
SETTLEMENT

Index Numbers

2008-007850

2009-007631

2010-007162

2011-006585

2012-006134

This matter having been commenced by Notice of Petition and Petition for Review of Tax Assessment for Assessment Years 2008-09 through 2012-13 and the parties having reached a stipulation in settlement of these proceedings;

NOW, THEREFORE, it is hereby stipulated and agreed by and between the parties hereto and their respective attorneys that these proceedings be and hereby are settled upon the following terms and conditions:

1. The proceedings pursuant to Article 7 of the Real Property Tax Law by petitioner against respondents and currently pending in this Court, namely those relating to City of Newburgh tax map parcel 97-2-32 (Auto Park Pl.) set forth below are hereby discontinued with prejudice, on the merits.

2. The parties stipulate and agree to the entry of an Order reducing the tax assessments for the referenced parcel as follows:

97-2-32 (Auto Park Pl.):

<u>Assessment Year</u>	<u>Original Assessment</u>	<u>Reduced Assessment</u>	<u>Assessment Difference</u>
2008-09	\$362,100	\$329,820	\$32,820
2009-10	\$362,100	\$329,820	\$32,820
2010-11	\$362,100	\$344,100	\$18,000
2011-12	\$362,100	\$344,100	\$18,000
2012-13	\$362,100	\$344,100	\$18,000

3. These revised and corrected assessments shall be administered in accordance with the provisions of Section 726 of the Real Property Tax Law provided that any refunds due to petitioner shall be without interest so long as payment is made within forty-five (45) days of service by mail of a copy of this Stipulation of Settlement and accompanying Order with Notice of Entry and no refund shall be made of any interest paid by Petitioner.

4. If any cash refunds are due to petitioner as a result of this Stipulation of Settlement, said refund checks shall be made payable to "Janata, LaCap & Associates, As Attorneys" and shall be mailed to 155 North Main Street, New City, New York 10956. Accompanying such refund checks shall be a statement setting forth the manner in which the amount of the refund has been calculated.

Dated:

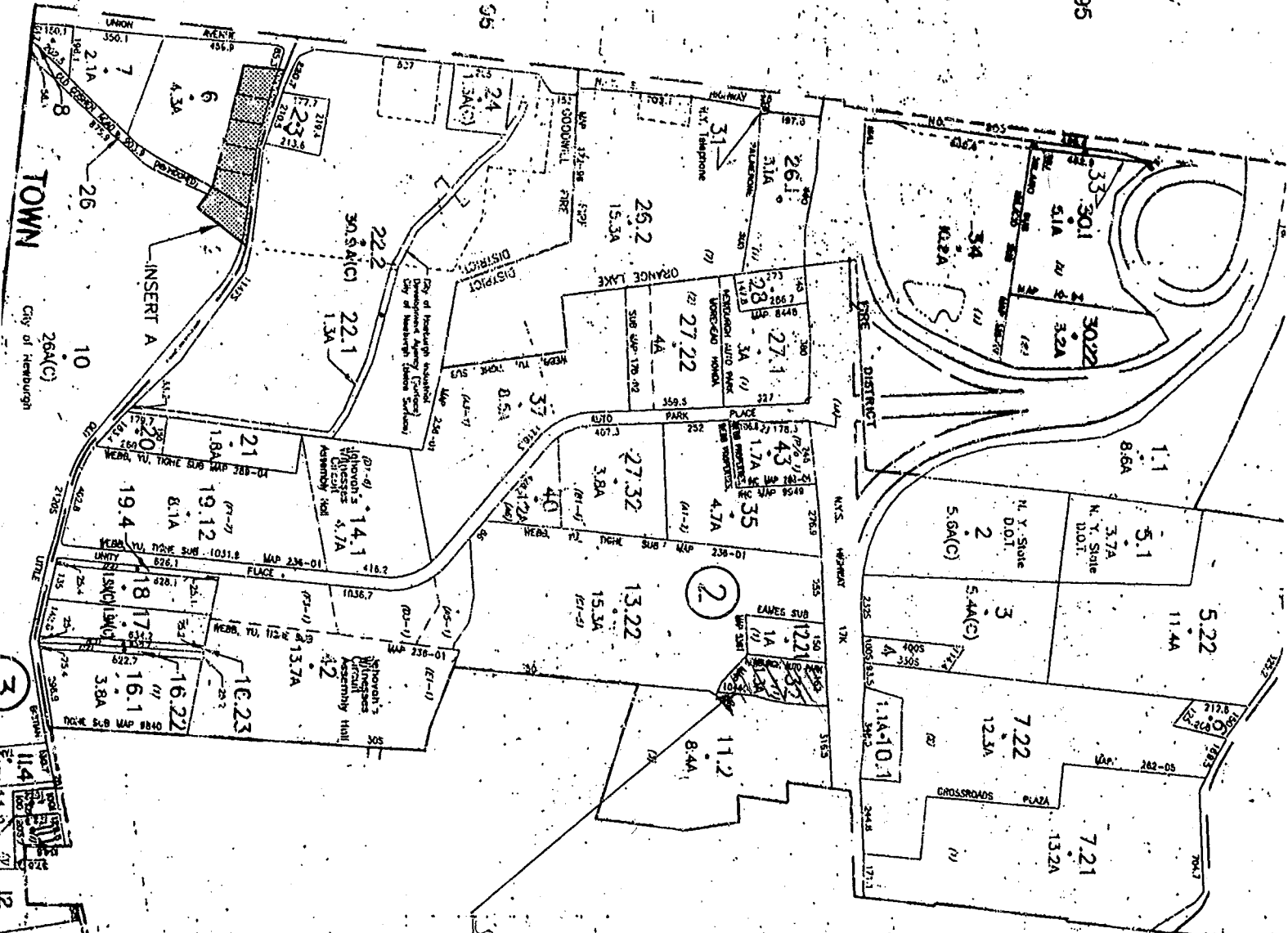
Janata, LaCap & Associates, P.C.
Attorneys for Petitioner
By: Henry LaCap, Esq.
155 North Main Street
New City, New York 10956

Hacker & Murphy
Attorneys for Respondent
By: Cathy L. Drobny, Esq.
7 Airport Park Blvd.
Latham, NY 12110-1429

SECTION 95

SECTION 95

SECTION 95



subject parcel

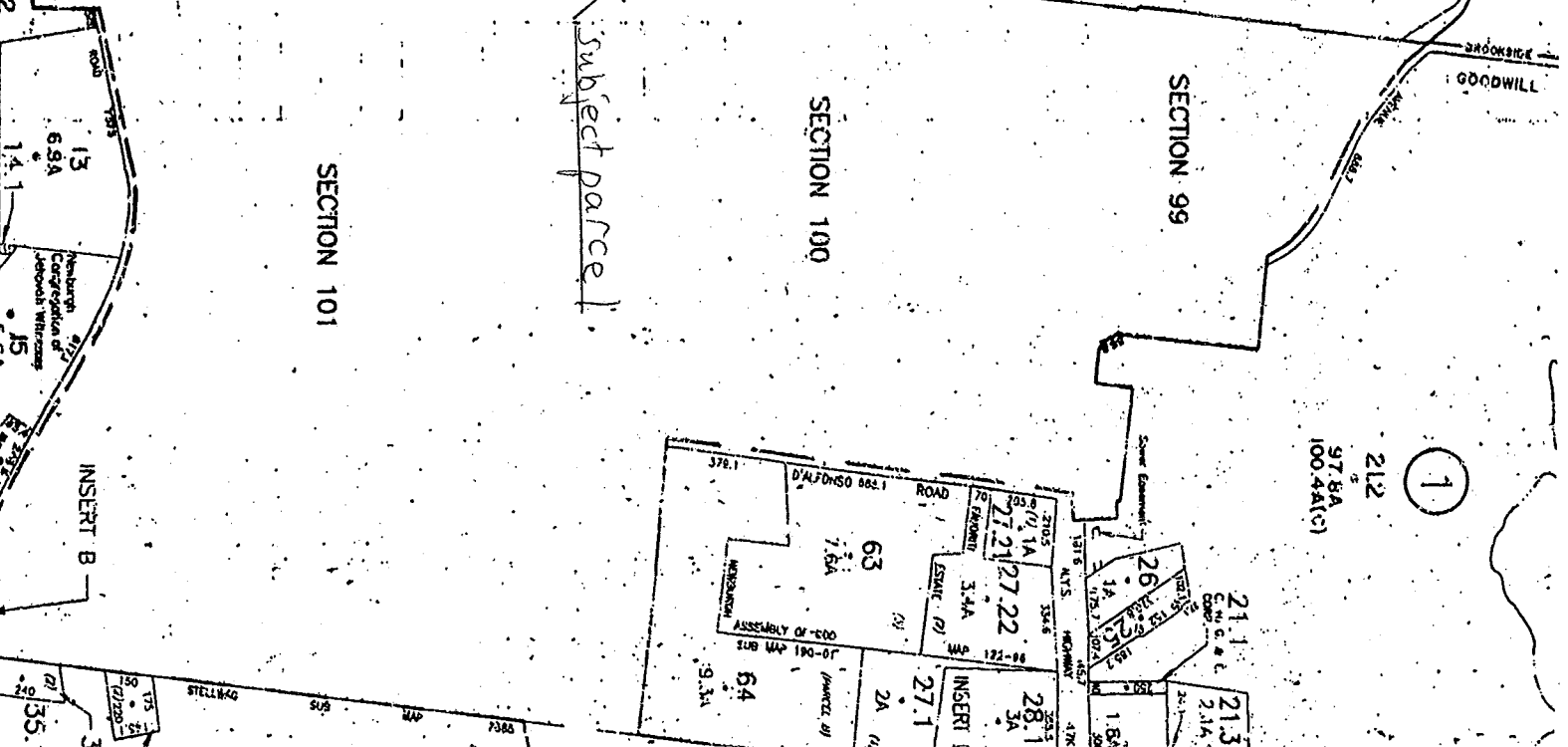
1

212
97.8A
100.4A(C)

SECTION 99

SECTION 100

SECTION 101



DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the _____th day of January, 2013 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDING UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW;
SBL # 97-2-32
JP MORGAN CHASE BANK
(AUTO PARK PLAZA),
INDEX NUMBERS 2008-7850, 2009-7631,
2010-7162, 2011-6586, 2012-6134

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

WHEREAS, JP Morgan Chase Bank ("Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of certain real property in the Town of Newburgh, Orange County, New York located on Auto Park Place (Section 97-Block 2-Lot 32) on the tax assessment rolls for the tax years 2008, 2009, 2010, 2011 and 2012; and

WHEREAS, special counsel to the Town, Hacker & Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioners, the terms of which are embodied in a proposed Order and Stipulation of Settlement annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, the Town's Sole Assessor has also recommended that the settlement be authorized; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs Hacker & Murphy, LLP to execute and deliver the Stipulation of Settlement with accompanying Order on behalf of the Town; and

BE IT FURTHER RESOLVED, that Hacker & Murphy, LLP, the Town Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in

the name of and on behalf of the Town, all such certificates, documents and papers as may be necessary to effectuate and carry out the settlement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman voting _____

Gilbert J. Piaquadio, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.

16. TOWN CLERK: Budget Transfer

JAN 16 2013

16



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

ANDREW J. ZARUTSKIE
Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: town-clerk@hvc.rr.com

FROM: Andrew Zarutskie, Town Clerk

DATE December 27, 2012

RE: Budget Transfer for the 2012 Budget Year: Office of the Town Clerk

I am requesting approval of the following Budget Transfers:

<i>FROM</i>	<i>AMOUNT</i>
1990.499 Contingency	\$276.00

<i>TO</i>	<i>AMOUNT</i>
001-1410-0498 Legal Notice	\$215.00
001-1410-0499 Other	\$ 61.00

17. DATA PROCESSING:

A. Cit-e-Net Web Site Subscription Renewal

B. Purchase of Work Hours from Firthcliffe Technologies

JAN 16 2013

17

January 16, 2013 Audit Meeting

Data Processing

1. Cit-e-net web site subscription renewal 9/9/2012 to 9/8/2013 \$ 3000.00
from the computer maintenance account 0011680-0497
2. Purchase of 37.5 Hours from Firthcliffe Technologies @ \$ 80.00 per hour
for a total of \$ 3000.00 from the computer maintenance account 001168-0497

The balance in the computer maintenance account before these purchases is \$ 47,540.00

A handwritten signature in cursive script, appearing to be "Gel", located in the lower right quadrant of the page.