

*Andrew J. Zarutskie, Town Clerk
Town of Newburgh
1496 Route 300, Newburgh NY 12550
Tel.(845) 564-4554*

AGENDA

AUDIT/WORKSHOP TOWN COUNCIL MEETING

Wednesday, February 27, 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. INTER MUNICIPAL AGREEMENT: Resolution for DARE Program and Funding**
- 7. CERTIORARI SETTLEMENTS:**
 - A. William A. Larkin III (Route 17K and Stewart Avenue)**
 - B. Hudson Valley Offices LLC (Route 32 and I 84 Ramp)**
- 8. DATA PROCESSING:**
 - A. Purchase of Computers for DPW**
 - B. Purchase of Copier**
- 9. ANIMAL CONTROL: T-94 Withdrawal (Flannery Animal Hospital)**
- 10. DPW: Budget Transfer**
- 11. PERSONNEL: CSEA Request---Time Sick Bank for William Manzo**
- 12. RESOLUTION in support of the Second Amendment**
- 13. ADJOURNMENT**

5. APPROVAL OF AUDIT

AUDIT # 4

February 27, 2013

VOUCHERS: 130730 to 130856

FUND	REGULAR	PREPAID
GENERAL	\$ 347,116.38	\$ 20,147.94
TRUST & AGENCY	96,339.68	-
STREET LIGHTING	-	-
HIGHWAY	63,089.58	1,359.44
WATER	54,411.00	1,703.86
SEWER	7,890.64	1,703.86
WATER CAPITAL	673,945.24	-
SEWER CAPITAL	9,541.96	-
HIGHWAY CAPITAL	-	-
GENERAL CAPITAL	-	51,737.00
SPECIAL DISTRICT	-	-
TOTAL	\$ 1,252,334.48	\$ 76,652.10
GRAND TOTAL	<u>\$ 1,328,986.58</u>	

AUDIT # 4
2/27/2013
VOUCHERS: 130730 to 130856

Audit Date: February 27, 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.

<u>Voucher</u>	<u>Vendor Name</u>	<u>Amount</u>
130771	NY Communication	3,725.00
130772	NY Communication	1,122.00
130806	Holland Co.	8,085.00
130812	NY Communication	854.99

Dated: _____

Andrew J. Zarutskie, Town Clerk

Town Board:

Exceptions:

6. INTER MUNICIPAL AGREEMENT: Resolution of DARE Program and Funding

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 February, 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 EXECUTION AND DELIVERY OF INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE FOR 2013 D.A.R.E. SERVICE PROGRAM

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

WHEREAS, the County of Orange has forwarded a proposed Agreement between the County and the Town of Newburgh for the D.A.R.E service program operation period beginning on January 1, 2013 and ending on January 1, 2013 (the "Agreement"); and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement for the D.A.R.E. PROGRAM between the County and Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that:

1. the execution and delivery of the Agreement between the County of Orange and the Town of Newburgh for D.A.R.E. program services for the operation period January 1, 2013 to December 31, 2013 by the Town of Newburgh Supervisor is hereby authorized; and
2. the Town of Newburgh Police Department is hereby authorized to participate in the D.A.R.E. service program in accordance with the terms of the Agreement(s).

BE IT FURTHER RESOLVED, that the Supervisor and other officers and employees of the Town are hereby authorized and empowered 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, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement(s); 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. Green, Councilwoman voting _____

Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on February __, 2013 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh



Edward A. Diana
County Executive

ORANGE COUNTY YOUTH BUREAU

34th Anniversary 1978-2012

Carol A. Chichester, Executive Director
18 Seward Ave. Suite 102
Middletown, N.Y. 10940
Tel. 845-615-3620 Fax 845-346-1170
E-mail: youthbur@orangecountygov.com
County Website: www.orangecountygov.com/youthbureau



January 18, 2013

Wayne C. Booth, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, N.Y. 12550

Re: 2013 Municipal Contract-DARE Program

Dear Mr. Booth,

Attached is the original copy of the 2013 contract for the above program.

Please sign and date it in blue ink on page 8, where indicated, and return it to this office as soon as possible. When it has been fully executed by the County Executive, you will receive a copy for your records.

We are also in need of 3 insurance forms for this contract, as well as a resolution by the town board accepting these funds as per copy of letter attached.

Thank you,

Very truly yours,

Elizabeth Dueber
Senior Secretary



Promoting Healthy Youth Development

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NY 12550

1b. Business Telephone Number of Insured

845-566-7785

1c. NYS Unemployment Insurance Employer Registration Number of Insured

0460696

1d. Federal Employer Identification Number of Insured or Social Security Number

146002330

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

The County of Orange
c/o Orange County Youth Bureau
18 Seward Ave
Middletown, NY 10940

3a. Name of Insurance Carrier

HARTFORD LIFE INSURANCE CO.

3b. Policy Number of entity listed in box "1a":

LNY601614

3c. Policy effective period:

10-01-2012 to 09-30-2013

4. Policy covers:

- a. All of the employer's employees eligible under the New York Disability Benefits Law
b. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 01-29-2013

By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 454-7020

Title Manager

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State Of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____

Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Newburgh 1496 Route 300 Newburgh, NY 12550	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" Wayne Booth (845) 565-4554 1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a" _____
1b. Effective Date of Membership in the Group 04/01/2008	1f. Federal Employer Identification Number of Business referenced in Box "1a". 146002330
1c. The Proprietor, Partners, or Executive Officers are <input checked="" type="checkbox"/> Included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	_____
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange C/O Orange County Youth Bureau 18 Seward Ave Middletown, NY 10940 RE: Proof of Workers' Compensation Coverage: Policy Period 4/1/2012 - 4/1/2013	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

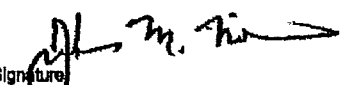
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (these notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: John Nielsen, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  01/29/2013
Signature Date

Title: President

Telephone Number: 1-888-737-6269

GSI-105.2 (2-02)

INSURED COPY

WORKERS COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of

GSI-105.2 (2-02) Reverse



ORANGE COUNTY YOUTH BUREAU

Edward A. Diana
County Executive

34 Years 1978-2012

Carol A. Chichester, Executive Director
18 Seward Ave. Suite 102
Middletown, N.Y. 10940
Tel. 845-615-3620 Fax 845-346-1170
E-mail: youthbur@co.orange.ny.us
County Website: www.orangecountygov.com

SECOND REQUEST

To: Andrew J. Zarutskie, Town Clerk – T. Newburgh
From: Carol Chichester, Executive Director
Re: 2013 Orange County Municipal Contract Insurance Directions
Date: October 2, 2012

In 2013, Orange County, through the Orange County Youth Bureau, will enter into contract with municipalities for recreation and service programs.

For the 2013 contract year, the county will require three separate updated insurance forms. All insurance forms must list the name of your municipality as it appears on your federal identification form. The forms you must submit to the Youth Bureau are as follows:

- ✓ Certificate of Liability Insurance Form Under "Description of Operations," the County of Orange must be listed as Additional Insured.

Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:

The County of Orange
c/o Orange County Youth Bureau
18 Seward Ave.
Middletown, N.Y. 10940

- ✓ Certificate of Workers Compensation Form-The County is requesting form C-105.2 or U-26.3. The "Certificate Holder" box must also include the wording:

The County of Orange
c/o Orange County Youth Bureau
18 Seward Ave.
Middletown, N.Y. 10940

- ✓ Worker's Compensation Certificate of Disability Benefits Insurance-The County is requesting form DB-120.1. Under "Name and Address of the Entity Requesting Proof of Coverage," please show

The County of Orange
c/o Orange County Youth Bureau
18 Seward Ave.
Middletown, N.Y. 10940

- ✓ Please forward all updated insurance information to this office by Wednesday, October 31, 2012 to insure that the contract will be in place early in the New Year. The forms may be faxed to (845) 346-1170 or mailed to the attention of Elizabeth Dueber at the above address.
- ✓ In addition, the county will also require a resolution from the municipality accepting the funding.

Please notify your insurance agencies/brokers of this information. No contracts will be processed by the county for year 2013 unless these forms are received in a timely manner.

Note: If the Insurance expires at any time during the year, the Youth Bureau must receive copies of the updated insurance forms. If you have any questions, please call Elizabeth at this office at 845-615-3620. Thank you for your prompt attention to this matter.



Promoting Healthy Youth Development



Edward A. Diana
County Executive

ORANGE COUNTY YOUTH BUREAU

34 Years 1978-2012

Carol A. Chichester, Executive Director
18 Seward Ave. Suite 102
Middletown, N.Y. 10940
Tel. 845-615-3620 Fax 845-346-1170
E-mail: youthbur@orangecountygov.com
County Website: www.orangecountygov.com/youthbureau



To: Chief Elected Officials
From: Carol Chichester, Executive Director
Date: October 2012
Subject: NYS OCFS Funding for 2013

COPY

Town Village City of Newburgh-Revised

2013 Recreation Funding Allocation: \$ _____

2013 Service Funding Allocation: \$ 12,867.00 REVISED

I am pleased to inform you that your 2013 application for funding has been approved in the above amount(s).

As was explained at the Municipal Orientation, held on September 12th, **the process will be different for 2013.** This change will lead to fiscal claims being sent only to the Orange County Youth Bureau. Claims will then be processed locally instead of by the NYS Office of Children & Family Services. A revised Policy & Procedure Manual for 2013 that addresses these changes will be made available on the Youth Bureau website.

A significant change is that for 2013, **Orange County, through the Orange County Youth Bureau, will need to enter into contract with municipalities** for recreation and service programs.

***Please note-** a separate letter is being mailed detailing the need for 3 separate updated insurance forms: Certificate of Liability Insurance Form, Certificate of Workers Compensation Form, and Worker's Compensation Certificate of Disability Benefits Insurance as well as a resolution from the municipality accepting the funding.

It is imperative that you follow the directions on that letter and get all required forms in by the **October 31, 2012 deadline** to insure that the contract will be in place early in the New Year.

As always, please feel free to contact our office with any questions regarding this matter.

Thank you.



Promoting Healthy Youth Development

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Program Title: D.A.R.E.	QYDS ID# (For County Use Only):	Program Year: 2013
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Direct Services will NOT be provided by this program

FUNDING INFORMATION	
Funding Category: YDDP	County: Orange
Funding Type: Youth Service	Sponsoring County/Municipality: Orange

FUND AMOUNTS		AUTHORIZED VOUCHER SIGNEE	
Total Program Amount: \$77,846.40	Youth Bureau Allocated [Youth Bureau ONLY]:	Last Name:	
OCFS Funds Requested: \$77,846.40		1. First Name: Wayne	
		Title: Town Supervisor	
60% State Aid [RHYA Programs ONLY]	% Tax Match	Last Name:	
% Agency Cash:	% In Kind	2. First Name:	
		Title:	

AGENCY/MUNICIPALITY INFORMATION:		CONTACT PERSON FOR AGENCY/MUNICIPALITY:	
This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		Last Name: Clancy	
Federal ID #: 14-6002330	Charities Reg.#: Not Applicable	First Name: Michael	
Agency Website: www.townofnewburgh.org		Title: Chief of Police	
Implementing Agency/Municipality: Town of Newburgh Poice Department		Phone Number: (845)564-1100	Extension:
Mailing Address: 300 Gardnertown Road		Fax Number: (845)564-1870	E-Mail: <i>mclancy@townofnewburghpd.org</i>
Address Line 2:		PERIOD OF ACTUAL PROGRAM OPERATION:	
City: Newburgh	State: NY	Zip Code: 12550	FROM: 01/01/2013
			TO: 12/31/2013

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY		HOURS OF OPERATION:	
Last Name: Booth	First Name: Wayne	FROM: 08:00AM	TO: 03:00PM (Mon. - Fri.)
Title: Town Supervisor		<input checked="" type="checkbox"/> Daily <input type="checkbox"/> Other (Explain)	
Phone Number: (845)564-4552	Extension:	<i>Meredith Eichman</i>	
Fax Number: (845)566-9486	E-Mail:	<i>mgehman@townofnewburghpd.org</i>	

Check if: Joint Program

1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____

2. Agency purchasing service: _____


EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.



MUNICIPAL COMPONENT SUMMARY - Attachment A
(USE A SEPARATE SHEET FOR EACH DIFFERENT PROGRAM COMPONENT)

MUNICIPALITY: <u>Town of Newburgh</u>		PHONE NO: <u>(845) 564-1100</u>
PROGRAM TITLE: <u>D.A.R.E. Program</u>		
COMPONENT NAME: <u>D.A.R.E.</u>	OPERATION PERIOD: <u>01/01/2013</u> to <u>12/31/2013</u>	

PARTICIPANT OUTCOMES (measurable):
 Expected change, benefit or improvement in condition or behavior:
 To educate our community's youth regarding issues involving: alcohol, tobacco, gangs, bullying, and the prevention of violence and substance abuse. The students learn to resist peer pressure to join gangs or use drugs. The students are required to write essays and complete pre and post program tests to determine their level of understanding and retaining program training.

STRATEGIES (describe steps taken for participants to reach the stated outcomes):
 How you will create the change, benefit, and condition?
 The D.A.R.E. Program is presented in a classroom setting by a Uniformed Police Officer. Students participate in discussions and activities, including role-playing. The students will also complete a workbook and write an essay at the end of the program. The Police Officer will also participate in other school and community activities.

TOTAL # OF YOUTH TO BE SERVED FOR THIS COMPONENT: <u>1200</u>	AGE RANGE: <u>5 to 14</u>	AVERAGE ATTENDANCE PER SESSION: <u>25</u>
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Gender: Male: <u>600</u> Female: <u>600</u>	Age: 0-4: <u>0</u> 5-9: <u>600</u> 10-14: <u>600</u> 15-17: <u>0</u> 18-20: <u>0</u> 21+: <u>0</u>
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Ethnicity:
 White: 575 Black or African American: 600 Hispanic or Latino: 75
 American Indian or Alaskan Native: 0 Asian: 25 Native Hawaiian or Other Pacific Islander: 0
 Two or More Races: 25

Target Population: (estimate projected whole numbers of youth for each category)
 General Youth: 1160 Youth aging out of Foster Care: 0 Children of Incarcerated Parents: 40
 Youth In Juvenile Justice System who re-enter the community: 0 Runaway and Homeless Youth: 0

*Please complete the Municipal Program Logistics Summary (Attachment A-1), to clearly break down each component's schedule(s), location(s) and number of youth expected at each site. This information will be utilized for monitoring purposes.

**Orange County Youth Bureau
Parks and Recreation Program Funding Agreement**

THIS AGREEMENT, with an effective date of the 1st day of January, 2013 by and between the County of Orange ("County"), by and through its Youth Bureau ("Youth Bureau"), with an office address located at 18 Seward Avenue, Suite 102, Middletown, NY 10940, and the Town of Newburgh with an office address located at 1496 Route 300, Newburgh, N.Y. 12550 ("Subrecipient").

WHEREAS, one of the purposes of the Youth Bureau is "devising programs and projects aimed at prevention, controlling and treating delinquency and neglect among youth"; and

WHEREAS, the Subrecipient is a municipality who desires to operate a Recreation or Service program, described in the attached and incorporated Exhibit A ("Program"); and

NOW THEREFORE, it is mutually agreed as follows:

1. **TERM:** The Subrecipient shall operate the Program as detailed in Exhibit A during contract year January 1, 2013 to December 31, 2013, unless earlier terminated.
2. **CONTRACT PRICE AND PAYMENT OF TERMS:** County is contracting with the Subrecipient for a total contract price not to exceed \$ 0 (and 00/100 U.S. dollars) for Recreation Programs and/or \$12,867.00 (Twelve Thousand, Eight Hundred Sixty Seven and 00/100 U.S. dollars) for Service Programs. Subrecipient understands and agrees that the funds for this Agreement will be furnished through the County based upon anticipated reimbursement in State Aid through the New York State Office of Children and Family Services ("OCFS") 50% match of the Program costs ("State Aid Amount").

At regular intervals, the Subrecipient shall provide to the County, duly authorized proof (in the form of the appropriate completed State forms listing expenditures) that Subrecipient's matching Program funds were expended prior to the receipt of any funds from the County; that is, expenditures equal to double the OCFS State Aid Amount. The Subrecipient will submit the State forms to the County within fifteen (15) days of the end of the calendar year.

3. **SERVICES TO BE PROVIDED:** At all times hereunder, the Subrecipient agrees to conduct the Program as described in Exhibit A, as submitted and approved and in accordance with the established procedures of the Youth Bureau and the OCFS. The County may conduct quarterly on-site monitoring visits to ensure compliance.
4. **REPORTING:** Subrecipient agrees to submit annual narrative program reports as required by the County no later than fifteen (15) days of the end of the calendar year. Subrecipients who do not submit reports by the due date will be subject to automatic waiver of funds back to Orange County.
5. **MEDIA OR PRESS RELEASES:** Subrecipient agrees to credit the "Orange County Youth Bureau" and the "New York State Office of Children and Family Services" in any and all public relations media regarding the Program as providing funding for the Program.
6. **CONFLICT OF INTEREST:** Subrecipient represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of the Scope of Work. Subrecipient further represents and warrants that in the performance of this Agreement, no person having such conflict of interest or possible conflict of interest shall be employed by it and that no elected official or other officer or employee of County, nor any person whose salary is payable, in whole or in part, by County, or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested shall have any such conflict of interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person, (1) if required by the



Edward A. Diana
County Executive

ORANGE COUNTY YOUTH BUREAU

34 Years 1978-2012

Carol A. Chichester, Executive Director
18 Seward Ave. Suite 102
Middletown, N.Y. 10940
Tel. 845-615-3620 Fax 845-346-1170
E-mail: youthbur@orangecountygov.com
County Website: www.orangecountygov.com/youthbureau



To: Chief Elected Officials
From: Carol Chichester, Executive Director
Date: October 2012
Subject: NYS OCFS Funding for 2013

COPY

Town Village City of Newburgh-Revised

2013 Recreation Funding Allocation: \$ _____

2013 Service Funding Allocation: \$ 12,867.00

REVISED

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It is imperative that you follow the directions on that letter and get all required forms in by the October 31, 2012 deadline to insure that the contract will be in place early in the New Year.

As always, please feel free to contact our office with any questions regarding this matter.

Thank you.



Promoting Healthy Youth Development

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Program Title: D.A.R.E.	QYDS ID# (For County Use Only):	Program Year: 2013
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Direct Services will NOT be provided by this program

FUNDING INFORMATION

Funding Category: YDDP	County: Orange
Funding Type: Youth Service	Sponsoring County/Municipality: Orange

FUND AMOUNTS

Total Program Amount: \$77,846.40	AUTHORIZED VOUCHER SIGNEE
OCFS Funds Requested: \$77,846.40	
Youth Bureau Allocated [Youth Bureau ONLY]:	
60% State Aid [RHYA Programs ONLY]	% Tax Match
% Agency Cash:	% In Kind

1. Last Name:
1. First Name: Wayne
1. Title: Town Supervisor
2. Last Name:
2. First Name:
2. Title:

AGENCY/MUNICIPALITY INFORMATION:

This Agency is:
 Private, Not for Profit Public Religious Corporations

Federal ID #: 14-6002330	Charities Reg #: Not Applicable	CONTACT PERSON FOR AGENCY/MUNICIPALITY:	
Agency Website: www.townofnewburgh.org		Last Name: Clancy	First Name: Michael

Implementing Agency/Municipality: Town of Newburgh Police Department	Title: Chief of Police
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Mailing Address: 300 Gardnertown Road	Phone Number: (845)564-1100	Extension:
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Address Line 2:	Fax Number: (845)564-1870	E-Mail: mclancy@townofnewburghpd.org
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City: Newburgh	State: NY	Zip Code: 12550	PERIOD OF ACTUAL PROGRAM OPERATION:	
			FROM: 01/01/2013	TO: 12/31/2013

EXECUTIVE DIRECTOR FOR AGENCY/MUNICIPALITY

Last Name: Booth	First Name: Wayne	HOURS OF OPERATION:	
Title: Town Supervisor		FROM: 08:00AM	TO: 03:00PM (Mon. - Fri.)

Phone Number: (845)564-4552	Extension:
Fax Number: (845)566-9486	E-Mail: mgehman@townofnewburghpd.org

Check if: Joint Program

1. Name of participating municipalities: _____

2. Name of primary disbursing municipality: _____

Check if: Purchase of Service

1. Agency providing service: _____

2. Agency purchasing service: _____

Wayne Booth
EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County/Municipal Youth Bureau does NOT guarantee funding will be allocated to your program.

Changes have been submitted on the electronic OCFS-5001, 5002, 5003.



MUNICIPAL COMPONENT SUMMARY - Attachment A
 (USE A SEPARATE SHEET FOR EACH DIFFERENT PROGRAM COMPONENT)

MUNICIPALITY: <u>Town of Newburgh</u>		PHONE NO: <u>(845) 564-1100</u>
PROGRAM TITLE: <u>D.A.R.E. Program</u>		
COMPONENT NAME: <u>D.A.R.E.</u>	OPERATION PERIOD: <u>01/01/2013</u> to <u>12/31/2013</u>	

PARTICIPANT OUTCOMES (measurable):
 Expected change, benefit or improvement in condition or behavior:
 To educate our community's youth regarding issues involving: alcohol, tobacco, gangs, bullying, and the prevention of violence and substance abuse. The students learn to resist peer pressure to join gangs or use drugs. The students are required to write essays and complete pre and post program tests to determine their level of understanding and retaining program training.

STRATEGIES (describe steps taken for participants to reach the stated outcomes):
 How you will create the change, benefit, and condition?
 The D.A.R.E. Program is presented in a classroom setting by a Uniformed Police Officer. Students participate in discussions and activities, including role-playing. The students will also complete a workbook and write an essay at the end of the program. The Police Officer will also participate in other school and community activities.

TOTAL # OF YOUTH TO BE SERVED FOR THIS COMPONENT: <u>1200</u>	AGE RANGE: <u>5 to 14</u>	AVERAGE ATTENDANCE PER SESSION: <u>25</u>
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Gender: Male: <u>600</u> Female: <u>600</u>	Age: 0-4: <u>0</u> 5-9: <u>600</u> 10-14: <u>600</u> 15-17: <u>0</u> 18-20: <u>0</u> 21+: <u>0</u>
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Ethnicity:
 White: 575 Black or African American: 500 Hispanic or Latino: 75
 American Indian or Alaskan Native: 0 Asian: 25 Native Hawaiian or Other Pacific Islander: 0
 Two or More Races: 25

Target Population: (estimate projected whole numbers of youth for each category)
 General Youth: 1160 Youth aging out of Foster Care: 0 Children of Incarcerated Parents: 40
 Youth in Juvenile Justice System who re-enter the community: 0 Runaway and Homeless Youth: 0

*Please complete the Municipal Program Logistics Summary (Attachment A-1), to clearly break down each component's schedule(s), location(s) and number of youth expected at each site. This information will be utilized for monitoring purposes.

direct or indirect, in this Agreement or in the proceeds thereof, unless such person, (1) if required by the Orange County Ethics Law as amended from time to time, to submit a Disclosure Form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form, either voluntarily completes and submits said Disclosure form disclosing their interest in this Agreement or seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations and warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Subrecipient shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded County for such falsity or breach, nor shall it constitute a waiver of County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity, or pursuant to this Agreement.

7. SECULAR PURPOSE

Performance of the Program under this Agreement is secular in nature and shall be provided or performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs. Subrecipient agrees that it will not provide sectarian, partisan or religious services, counseling, proselytizing, instruction, or influence in the performance of the Program under this Agreement.

8. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Subrecipient certifies and warrants that all wood products to be used under this Agreement (e.g. playground equipment) will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Subrecipient to establish for the approval of the County. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the Subrecipient will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the County; otherwise, the bid or proposal may not be considered responsive.

9. INDEPENDENT CONTRACTOR

In performing the Program and incurring expenses under this Agreement, Subrecipient shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Subrecipient shall be solely responsible for determining the means and methods of performing the Scope of Work and shall have complete charge and responsibility for Subrecipient's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Subrecipient covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of County, or of any department, agency, or unit thereof, and that they will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker's Compensation or Disability coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage, or employee retirement membership or credit.

10. ASSIGNMENT AND SUBCONTRACTING

Subrecipient shall not assign any of its rights, interests, or obligations under this Agreement, or subcontract any of the Program to be performed by it under this Agreement, without the prior express written consent of the County Executive and the County Youth Bureau Director. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services or goods provided thereunder will not be compensated. Any subcontract or assignment properly consented to by County shall be subject to all of the terms and conditions of this Agreement. Subrecipient shall remain liable to County even if County consents to any such assignment or subcontract.

Failure of Subrecipient to obtain any required consent to any assignment shall be grounds for termination for cause, at the option of County. If so terminated, County shall be relieved and discharged from any further liability and obligation to Subrecipient, its assignees, or transferees, and all monies that may become due under this Agreement shall be forfeited to County except so much as may be necessary to pay Subrecipient's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Subrecipient for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

11. BOOKS AND RECORDS

Subrecipient agrees to maintain separate and accurate books, records, documents, and other evidence, and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

12. RETENTION OF RECORDS

Subrecipient agrees to retain all books, records, documents and other evidence relevant to this Agreement for six (6) years after the later of final payment or termination of this Agreement. County, State and Federal auditors, and any other persons duly authorized by County, shall have full access and the right to examine any of said materials during said period.

13. AUDIT BY THE COUNTY AND OTHERS

All claim forms and invoices presented for payment, and the books, records, and accounts upon which the claim forms or invoices are based, are subject to audit by County. Subrecipient shall submit any and all documentation and justification of costs incurred by Subrecipient in the performance of this Agreement, that County may require to evaluate the reasonableness of the charges. Subrecipient shall make its records available to County upon request. All books, claim forms, invoices, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by County, the State of New York, the federal government, or other persons duly authorized by County. Such audits may include examination and review of the source and application of all funds whether from County, the State of New York, the federal government, private sources or otherwise. Subrecipient shall not be entitled to any interim, progress or final payment under this Agreement if any audit requirements or requests have not been satisfactorily met.

14. INSURANCE

For the full term of this Agreement as may be extended, renewed or amended, Subrecipient shall

maintain or cause to be maintained in full force and effect, at its expense, Worker's Compensation, Disability, Automobile Liability (including but not limited to bodily injury and property damage) General Liability (including but not limited to contractual liability, bodily injury and property damage), Professional Liability (if available for Subrecipient's profession), and other insurance with stated minimum coverages, all as listed below or otherwise required by County under this Agreement. Such policies are to be in the broadest form available and written by insurers with an A.M. Best rating of A- or better, who have been fully informed as to the nature of the Program to be performed. Additional coverage types or limits may be required by the County if any policy contains a contractual liability exclusion.

Type of Coverage	Min. Coverage
Workers' Compensation	Statutory
Disability	Statutory
Employer's liability	\$500,000 ea accident \$500,000 disease ea employee \$500,000 disease policy limit
Automobile Liability (incl. bodily injury & property damage)	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Liability (incl. bodily injury & property damage)	\$1,000,000 per occurrence \$1,000,000 aggregate
Professional Liability (if commercially available for Subrecipient's profession)	\$1,000,000 per claim \$1,000,000 aggregate

Except for Worker's Compensation, Disability and Professional Liability, County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Subrecipient and not those of the County.

Notwithstanding anything to the contrary in this Agreement, Subrecipient irrevocably waives all claims against County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance described above. The provisions of insurance by Subrecipient shall not in any way limit Subrecipient's liability under this Agreement.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County and (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County, directed to the Director of the Risk Management Division. County shall have the discretion to pay any necessary premiums to keep such insurance in effect and charge the cost back to Subrecipient.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Subrecipient's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least six (6) years following

completion of the Program, Subrecipient will maintain an extended reporting provision and/or similar insurance for the period of performance plus six years from the date of such termination or final acceptance;

C. Immediate notice shall be given to the County through the Director of the Youth Bureau and the County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the Program performed under this Agreement.

Subrecipient shall submit certificates of insurance evidencing Subrecipient's compliance with these requirements prior to commencing performance of the Program and, if applicable, current New York State forms evidencing exemption from workers' compensation and/or disability.

15. INDEMNIFICATION

Subrecipient agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of any negligence, fault, act or omission of Subrecipient, its officers, employees, subcontractors, assignees, agents or other representatives in performance of the Program within or without the scope of this Agreement.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an officer, employee, subcontractor, assignee, agent or other representative of Subrecipient; either within or without the duties of officers or scope of employment, subcontract, assignment, agency, or other representation; then the County shall have the right to withhold payments for the purpose of set-off in sufficient sums to cover the claim or action. These rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or this Agreement.

16. PROTECTION OF COUNTY PROPERTY

Subrecipient assumes the risk of and shall be responsible for, any loss or damage to County property, (including property and equipment leased by County, used in the performance of this Agreement) and caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of Subrecipient, its officers, directors, members, partners, employees, agents, representatives, consultants, specialists, subcontractors, assignees or any other person or entity engaged by Subrecipient for performance of the Program.

In the event that any such County property is lost or damaged, except for normal wear and tear, then County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Subrecipient agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including, without limitation, reasonable attorney fees and costs of litigation, settlement, or both) due to any loss or damage to any County property used in the performance of the Program.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

17. TERMINATION

By written notice to Subrecipient effective upon mailing, County may terminate this Agreement, in whole or in part, at any time, (1) for County's convenience, (2) upon failure of Subrecipient to comply with any of the terms or conditions of this Agreement, or (3) upon Subrecipient becoming insolvent or bankrupt.

Upon termination of this Agreement, Subrecipient shall comply with any and all County closeout procedures, including, but not limited to:

A. Accounting for and refunding to County, within thirty (30) days from date of termination, any unexpended funds which have been paid to Subrecipient pursuant to this Agreement; and

B. Furnishing an inventory to County of all equipment, appurtenances, and property purchased by Subrecipient through, or provided under, this Agreement within thirty (30) days, and carrying out any County directive concerning the disposition thereof.

In the event County terminates this Agreement in whole or in part, County may fund, upon such terms and in such manner as deemed appropriate, a substitute Program similar to the one that will not be provided by Subrecipient due to termination, and in the event of partial termination, Subrecipient shall continue the remaining performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated, in whole or in part, for other than the convenience of County, the extra cost of any substitute Program funded by the County, will be charged to Subrecipient, set off against any sums due Subrecipient, or both.

18. GENERAL RELEASE

By executing this Agreement Subrecipient agrees that the acceptance by Subrecipient or its assignees of the final payment under this Agreement, (including but not limited to by judgment of any court of competent jurisdiction or administrative means), shall constitute and operate as a general release to the County from any and all claims of Subrecipient arising out of the performance of this Agreement.

19. SET-OFF RIGHTS

County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Subrecipient (i) under this Agreement, (ii) under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from County by operation of law. County has the right to withhold monies otherwise due under this Agreement for purposes of set-off due to, without limitation: breach of this Agreement, failure to perform at all, or in accordance with the standards herein or breach or violation of any representations or warranties,

County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies, monetary penalties or interest relative thereto.

Set-off, if affected, shall not constitute the sole remedy afforded County for any such breach or falsity, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by in law or equity or pursuant to this Agreement.

20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not

be submitted to arbitration unless specifically agreed to in writing by the County Executive. Instead, such disputes shall only be heard in the Supreme Court of the State of New York, with venue in Orange County or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

21. GOVERNING LAW

In the event of any conflict of law; this Agreement shall be governed by the laws of the State of New York without giving effect to its choice of law provisions. Subrecipient shall perform under this Agreement in accordance with applicable provisions of all federal, state, and local laws, rules, and regulations as are in effect through the time of performance of the Program.

22. CURRENT OR FORMER COUNTY EMPLOYEES

Subrecipient represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Subrecipient has or may have with County without the express written permission of County. This limitation period covers the preceding three (3) years or longer, if the County employee or former county employee has or may have an actual or perceived conflict of interest due to their position with County.

23. FORCE MAJEURE

Other than the strike, lockout or labor strife or troubles of the Subrecipient or Subrecipient's subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of war or the effects of war, blockade, revolution, insurrection, civil commotion, riot, mobilization, act of God, plague or other epidemic, fire, flood, obstruction of navigable waters by ice or other obstruction at any port, acts of the public enemy, any unforeseeable material or transportation or utility shortage or curtailment, governmental order, decree or regulation then, each party suffering from such condition may be excused from performance during the continuance of any such contingency and for so long as such contingency shall prevent, hinder or delay such performance. However, in the event said contingency shall continue longer than one (1) year in duration, or sooner upon agreement of the parties, provided that neither party has performed, such parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, they must be made whole as the situation dictates.

24. ORDER OF PRECEDENCE

Unless otherwise provided for in an Addendum to this Agreement, signed by both parties, in the event of a conflict in the Contract Documents listed below the following Order of Precedence shall prevail:

- a) New York State Office of Children & Families and Orange County Youth Bureau approved Annual Program Application and related agreement(s), laws and regulations, all applicable terms and conditions of which are incorporated by reference.
- b) This Agreement and any modifications thereto in accordance with the terms of this Agreement
- c) Any solicitation or notice of funding availability issued by the County
- d) Exhibit A

25. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors, and assignees shall be

subject to and governed by this Agreement and any properly executed Change Orders, Amendments, or Addenda to this Agreement which supersede any other understandings or writings between or among the parties.

26. MODIFICATION

No changes, amendments, or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the Program under this Agreement shall not be binding, and no payment shall be due in connection therewith, without written authorization, evidenced only by a Change Order, Amendment or Addendum to this Agreement executed by the County Executive, after consultation with the Director of the Youth Bureau prior to the performance of any such changes to the Program. Any Change Order, Amendment or Addendum shall specifically set forth the additional scope of the Program, and the amount of compensation and the extension of the time for performance, if any. Unless otherwise specifically provided for in any Change Order, Amendment or Addendum, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Change Order, Amendment or Addendum.

27. AUTHORITY TO CONDUCT BUSINESS & ACCEPTANCE OF SUBSTITUTED SERVICE: Subrecipient should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. to County. Regardless of the propriety or legality of registration status, or receipt of documentation thereof by the County, as a condition of contract, the Subrecipient shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Subrecipient consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Subrecipient's actual receipt of process, or upon the County's receipt of the return by the United States Postal Service as refused or undeliverable. Subrecipient shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

COUNTY OF ORANGE

[SUBRECIPIENT'S NAME]

By: _____
Edward A. Diana
County Executive

By: Wayne C. Boots
Name: Wayne C. Boots
Title: Supervisor

Date: _____

Date: 2/19/2013

ORANGE COUNTY LEGISLATURE

Committee: Ways and Means
Sponsor: Amo
Co-Sponsors: Berardinelli

Agenda No. 4

RESOLUTION NO. 329 OF 2012

RESOLUTION FINALLY ADOPTING THE PROPOSED BUDGET OF ORANGE COUNTY FOR THE YEAR 2013, PURSUANT TO SECTION 360 OF THE COUNTY LAW AND SECTION 4.07 OF THE ORANGE COUNTY CHARTER AND ADMINISTRATIVE CODE.

WHEREAS, by resolution of this Legislature, the time and place for the public hearing on the proposed budget for the County of Orange, Orange County Social Services District, Orange County Small Watershed Protection District No. 1 for Cromline Creek, Beaver Dam Lake District, and Orange County Sewer District No. 1 for 2012, filed by the County Executive with the Clerk of the County Legislature on October 4, 2012, was duly fixed and determined; and the Clerk of the County Legislature was directed therein to cause to be printed or otherwise reproduced at least 100 copies of such proposed budget for the use of all interested persons, and was further directed to cause a notice of said public hearing in the form set forth in said resolution, to be published at least once in the five official newspapers of the County, at least five days before the date specified for said hearing; and

WHEREAS, copies of said budget were prepared accordingly; and proofs of publication of the notice of public hearing on said budget held at the Emergency Services Center Auditorium, 22 Wells Farm Road, Goshen, New York, have been filed with the Clerk of the County Legislature showing the publication of said notice in the Wallkill Valley and Mid-Hudson Times, Warwick Advertiser, Monroe Photo News, The Chronicle, The Sentinel, News of the Highlands, Inc., Cornwall Local and Hudson Valley Press; and

WHEREAS, at the time and place fixed by said resolution and published in the said notice, the County Legislature duly held a public hearing upon the said proposed budget in the manner provided by Section 359 of the County Law and Section 4.06 of the Orange County Charter and Administrative Code, at which all persons appearing to be heard were heard by the County Legislature in respect to the said proposed budget.

BE IT RESOLVED AS FOLLOWS:

1. Proofs of the due publication of said notice of public hearing in the Wallkill Valley and Mid-Hudson Times, Warwick Advertiser, Monroe Photo News, The Chronicle, The Sentinel, News of the Highlands, Inc., Cornwall Local and Hudson Valley Press as hereinbefore stated, are hereby directed to be placed on file by the Clerk of the County Legislature.
2. That a summary of said proposed budget for the County of Orange, Orange County Social Services District, Orange County Small Watershed Protection District No. 1 for Cromline Creek, the Beaver Dam Lake District, and Orange County Sewer District No. 1, with such changes, alterations and revisions as have been approved by the County Legislature, is directed to be spread by the Clerk on the minutes of this meeting, and printed in the annual volume of printed proceedings.

3. As so changed, altered and revised, the said proposed budget for the County of Orange, Orange County Social Services District, Orange County Small Watershed Protection District for Cromline Creek, Beaver Dam Lake District and Orange County Sewer District No. 1 is hereby approved and adopted by the Orange County Legislature respectively as the budget therefor for the year 2013.

**STATE OF NEW YORK
COUNTY OF ORANGE**

THIS IS TO CERTIFY THAT I, KELLY A. BRADLEY, Deputy Clerk of the County Legislature of said County of Orange, have compared the foregoing copy of resolution with the original resolution now on file in my office and which was passed by the County Legislature of said County of Orange on the 12th day of December, 2012, and that the same is a correct and true transcript of such original resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of said County Legislature this 13th day of December, 2012.



Deputy Clerk of the County Legislature of the County of Orange



Public Employer Risk Management Association, Inc.

9 Cornell Road, Latham, NY 12110 • P.O. Box 12250, Albany, NY 12212-2250
Tel. (518)220-1111 • Fax (877)737-6232 • Toll Free in US (888)737-6269 • www.perma.org

P E R M A

February 15, 2013

Town of Newburgh
1496 Route 300

Newburgh, NY 12550

Dear Member:


Thank you for your business this past year. Your Workers' Compensation coverage will expire on 04/01/2013 and automatically renews as per the enclosed renewal quotation and 'Renewal Billing Statement'. Please review the documents carefully and advise if any changes to the indicated exposures are necessary. **Payment for the enclosed billing statement must be received prior to 04/01/2013.**

We are confident that PERMA will continue to be the best workers' compensation option for your community. **Service remains our first commitment to our members.** If you have any questions, please call 888-737-6269 and ask for the appropriate department listed below:

<u>Type of Question</u>	<u>Department</u>
Pricing, Rating or Coverage Questions	Underwriting
Billing Questions or Payment Arrangements	Finance
Service Issues	Membership Services

We value your membership and look forward to working with you during the coming year.

Sincerely,


 Alfred G. Campney, CIC
 Vice President, Underwriting

cc: No Broker of Record

IMPORTANT: If you plan to entertain competitive quotes, it is imperative that you provide written notice to PERMA no later than 30 days before your renewal to avoid penalties. Please contact Member Services for assistance in complying with this requirement.



Public Employer Risk Management Association, Inc.

9 Cornell Road, Latham, NY 12110 • P.O. Box 12250, Albany, NY 12212-2250
 Tel.(518)220-1111 • Fax(877)737-6232 • Toll Free in US(888)737-6269 • www.perma.org

PERMA™

Quote Date: February 15, 2013

Member Number:

WC 0001225-05

Broker of Record: 0002-01

Town of Newburgh

1496 Route 300

Newburgh, NY 12550

No Broker of Record

Please Contact PERMA Directly

PO Box 12250

Albany, NY 12212-2250

First Dollar Pricing Indication

**Workers' Compensation and Employers Liability
 Unit: 1-Town of Newburgh**

**Coverage Period:
 From 04/01/2013-04/01/2014**

Class Code	Description	Estimated Exposure	Estimated Contribution
5506	Street Maintenance-Paving	1,542,329	465,284
7520	Waterworks	404,226	54,237
7580	Sewer Plant	160,010	12,334
7720	Police Department	4,309,300	144,955
8391	Automobile Mechanics	272,955	23,596
8394	Bus/Ambulance Drivers	69,366	7,600
8810	Clerical Office	2,288,392	10,491
8831	Animal Control Officers	102,514	3,320
9026	Building Operations, Custodial	227,762	16,972
9063	Recreation	216,595	4,363
9101	Schools: All Others	7,924	798
9102	Parks Maintenance	47,604	2,980
9410	Municipal Employees	572,909	40,181
9999 V	All Volunteers	If any	0
Subtotals:		10,221,886	\$787,111

Volunteer Firefighters Benefit Law (VFBL):

No Coverage Elected

Volunteer Ambulance Workers Benefit Law (VAWBL):

No Coverage Elected

Total Contribution:	\$787,111
New York State Assessment:	\$147,939
Total Estimated Contribution & Assessment:	\$935,050
Total Estimated Coverage Cost due PERMA:	\$935,050



Public Employer Risk Management Association, Inc.

9 Cornell Road, Latham, NY 12110 • P.O. Box 12250, Albany, NY 12212-2250
Tel. (518)220-1111 • Fax(877)737-6232 • Toll Free in US(888)737-6269 • www.perma.org

P E R M A™

Quote Date: February 15, 2013

Member Number: WC 0001225-05

Broker of Record: 0002-01

Town of Newburgh 1496 Route 300 Newburgh, NY 12550	No Broker of Record Please Contact PERMA Directly PO Box 12250 Albany, NY 12212-2250
---	--

First Dollar Pricing Indication

**Workers' Compensation and Employers Liability
Unit: 1-Town of Newburgh**

**Coverage Period:
From 04/01/2013-04/01/2014**

Please note that the promulgated Experience Modification Factor for the Town of Newburgh is 1.51.



Public Employer Risk Management Association, Inc.

9 Cornell Road, Latham, NY 12110 • P.O. Box 12250, Albany, NY 12212-2250

Tel.(518)220-1111 • Fax(877)737-6232 • Toll Free in US(888)737-6269 • www.perma.org

P E R M A[®]

PERMA Pay Plan

Pay Plan Description
Eleven-Month Billing

Description	Due at Inception
Contribution	\$196,778
New York State Assessment	\$36,985
Total	\$233,763

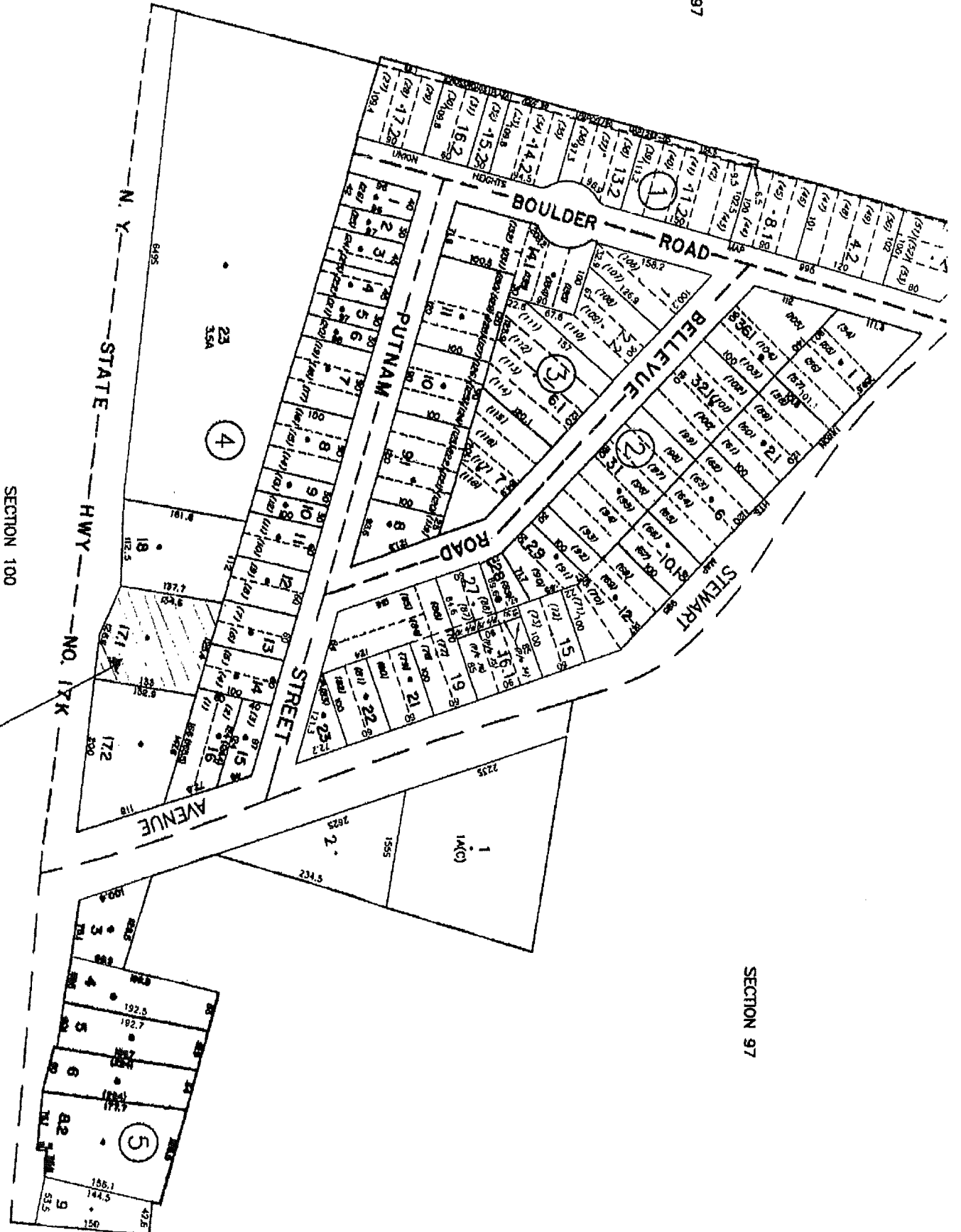
Invoice Schedule	Amount
Post Date	
03/01/2013 Down Payment	\$233,763
05/01/2013 Installment 1	\$70,128
06/01/2013 Installment 2	\$70,128
07/01/2013 Installment 3	\$70,128
08/01/2013 Installment 4	\$70,128
09/01/2013 Installment 5	\$70,128
10/01/2013 Installment 6	\$70,128
11/01/2013 Installment 7	\$70,128
12/01/2013 Installment 8	\$70,128
01/01/2014 Installment 9	\$70,128
02/01/2014 Installment 10	\$70,135
Total	\$935,050

7. **CERTIORARI SETTLEMENTS:**
 - A. **William A. Larkin III (Route 17K and Stewart Avenue)**
 - B. **Hudson Valley Offices LLC (Route 32 and I 84 Ramp)**

FEB 27 2013

7a

SECTION 97



subject parcel

SECTION 97

SECTION 100

N. Y. STATE HWY NO. 17K

BOULDER ROAD

PUTNAM STREET

BELLEVUE ROAD

STEWART ROAD

STREET

AVENUE

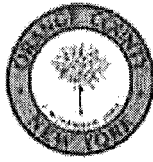


Image Mate Online

Navigation Tax Maps | ORPS Links Help Log In

Commercial
Property Info
Owner/Sales
Inventory
Improvements
Tax Info
Report
Comparables

Municipality of Newburgh				
<hr/>				
SWIS:	334600	Tax ID:	99-4-17.1	
<hr/>				
Tax Map ID / Property Data				
Status:	Active	Roll Section:	Taxable	
Address:	34 Route 17K			
Property Class:	464	Site Property Class:	464 - Office bldg.	
Site:	Com 1	In Ag. District:	No	
Zoning Code:	-	Bldg. Style:	Not Applicable	
Neighborhood:	41126 -	School District:	Newburg	
Legal Property Description:	Legal description not given for property			
Total Acreage/Size:	126 x 134	Equalization Rate:	----	
Land Assessment:	2012 - \$39,400	Total Assessment:	2012 - \$271,000	
Full Market Value:	2012 - \$694,500			
Deed Book:	2329	Deed Page:	290	
Grid East:	613915	Grid North:	973011	
Bank Code:	N/A			
<hr/>				
Special Districts for 2012				
<hr/>				
Description	Units	Percent	Type	Value
Goodwill fire	0	0%		0

Photographs
No Photo Available

Pictometry LiveLink
View this property's Pictometry imagery in LiveLink.

Documents
No documents found for this parcel

Maps
View Tax Map
View in Google Maps
View in Yahoo! Maps
View in Bing Maps

Consol It	0	0%		0
Consol wtr 1	0	0%		0
Consol wtr 2	0	0%		0
Land Types				
Type			Size	
1			125 x 133	

Map Disclaimer



Image Mate Online

Navigation Tax Maps | ORPS Links Help Log In

Commercial
Property Info
Owner/Sales
Inventory
Improvements
Tax Info
Report
Comparables

Municipality of Newburgh			
SWIS:	334600	Tax ID:	99-4-17.1
Ownership Information			
Name		Address	
William J Larkin, III		34 Rte 17K Newburgh NY 12550	
Sale Information			
<i>No Sales Information Available</i>			

Photographs
No Photo Available

Pictometry LiveLink
View this property's Pictometry imagery in LiveLink.

Documents
No documents found for this parcel

Maps
View Tax Map
View in Google Maps
View in Yahoo! Maps
View in Bing Maps
Map Disclaimer

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

January 14, 2013

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

RE: Larkin v. Town of Newburgh
Index No. 2012-5776
Our File No. 5018.094

Dear Mark:

Attached please find the proposed Consent Order in reference to the above entitled proceedings. This settlement was negotiated between the petitioner and John Venezia after John's review of the property. John Venezia and 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 Stipulation of Settlement 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 and the proposed settlement.

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 Venezia, Assessor

William J. Larkin, III v. T/O Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability
2012	99-4-17.1	\$ 271,000	\$ 187,296	39.02%	\$ 694,516	\$ 480,000	\$ 83,704	9.1063	\$ 762.23		\$ 762.23
								County	\$ 974.96		\$ 974.96
								Town	\$ 368.70		\$ 368.70
								Fire-GW	\$ -		\$ -
								Sp. Dist.	\$ 5,373.94		\$ 5,373.94
								School			

William J. Larkin, III 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
2012	99-4-17.1	\$ 271,000	\$ 27,100	39.02%	\$ 694,516	\$ 69,452	\$ 243,900	County 9.1063 Town 11.65 Fire-GW 4.40 Sp. Dist. - School 64.2017	\$ 2,221.03		\$ 2,221.03
									\$ 2,840.87		\$ 2,840.87
									\$ 1,074.33		\$ 1,074.33
									\$ -		\$ -
									\$ 15,658.79		\$ 15,658.79

At a Special Term of the Supreme Court of the State of New York held in and for the County of Orange, at Goshen, New York on the ____ day of _____, 2013

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

-----X

In the Matter of Application of:

CONSENT ORDER

WILLIAM J. LARKIN, III,

Petitioner,

Index No.: 2012-5776

Tax Year: 2012/2013

-against-

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

Respondents.

For Review of a Tax Assessment under Article 7 of the Real Property Tax Law.

-----X

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 2012 final assessment on the Petitioner's property made subject of this proceeding was fixed by the Assessor of the Town of Newburgh as follows:

<u>YEAR</u>	<u>TAX MAP #</u>	<u>ASSESSED VALUE</u>
2012	99-4-17.1	\$271,000.00

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

<u>YEAR</u>	<u>TAX MAP #</u>	<u>ORIGINAL ASSESSMENT</u>	<u>REVISED ASSESSMENT</u>	<u>REDUCTION</u>
2012	99-4-17.1	\$271,000.00	\$187,296.00	\$83,704.00

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

4. The Town of Newburgh, the Consolidated Newburgh 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 "RAMETTA & RAMETTA, LLC", as attorneys for petitioner, the excess principal amounts of real property taxes paid on account of the previously unrevised 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 60 days of entry of the Consent Order.

5. 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 Consolidated Newburgh 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.

6. The judicial proceedings as to the assessed value of the subject property in dispute for 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 proceedings entitled above.

7. 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 exception.

8. 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: _____, 2013

Robert M. Rametta, Esq.
Rametta & Rametta, LLC
Attorneys for Petitioners
30 Matthews Street – Suite 104
Goshen, New York 10924

DATED: _____, 2013

Cathy L. Drobny, Esq.
Hacker Murphy, LLP
Attorneys for Respondents
7 Airport Park Boulevard
Latham, New York 12110
Tel: (518) 783-3843

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

BE IT SO ORDERED AND ADJUDGED.

DATED:

, 2013

AT:

, New York

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

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 February, 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 # 99-4-17.1
WILLIAM J. LARKIN, III
(NYS ROUTE 17K),
INDEX NUMBERS 2012-5776

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

WHEREAS, William J. Larkin, III ("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 NYS Route 17K (Section 99-Block 4-Lot 17.1) on the tax assessment rolls for the tax year 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 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 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 _____

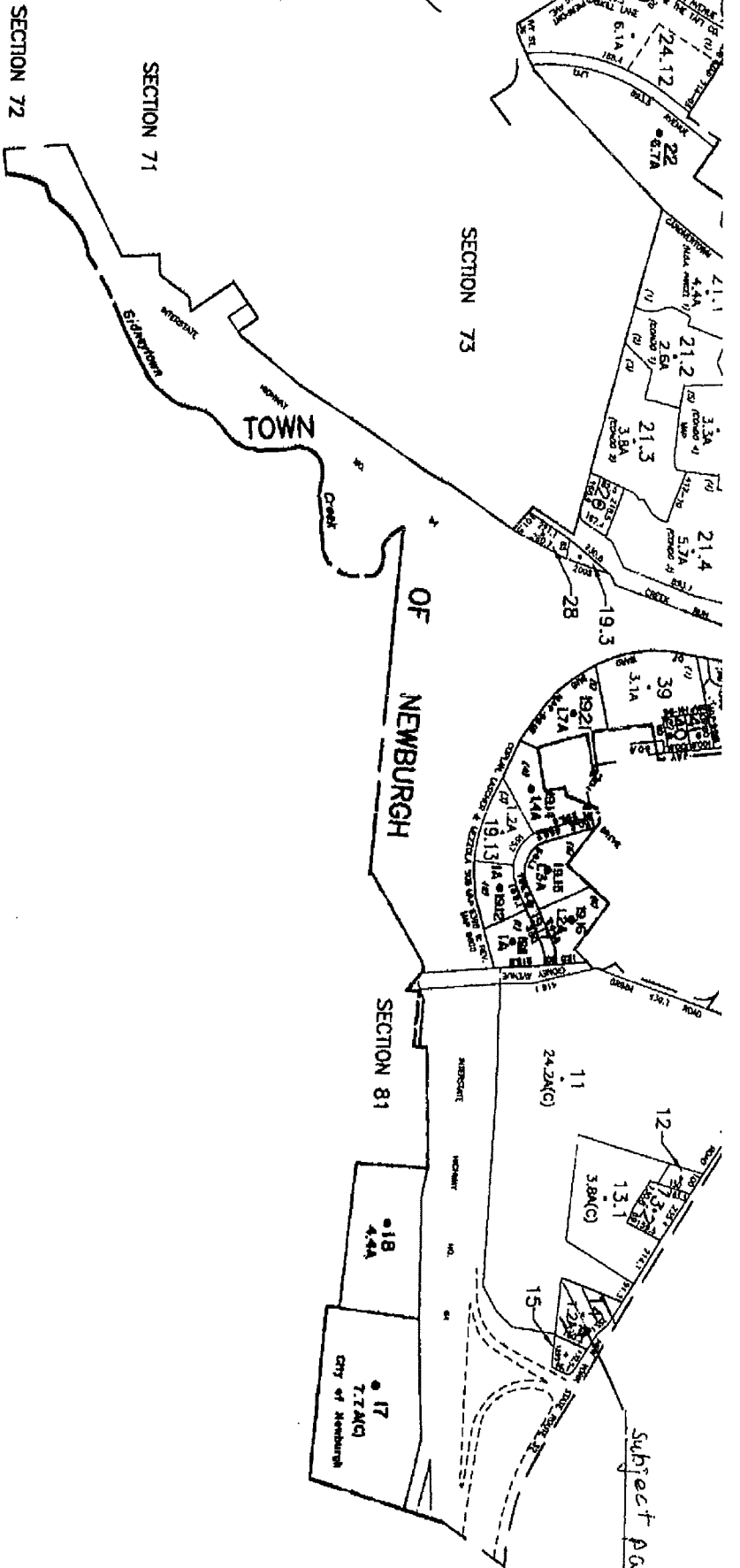
Gilbert J. Piaquadio, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.



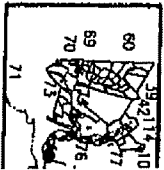
④	FILED PLAN BLOCK NO.	②	③
22	FILED PLAN LOT NO.	(2)	(P/S 2)
(CALCULATED) 11.84(G)	STATE HIGHWAYS	N 7 STATE HWY NO 17	
(CALCULATED) 252	COUNTY HIGHWAYS	COUNTY ROAD NO 4	
P/S 1-1-1	TOWN ROADS	TOWN ROAD 1	

ORANGE COUNTY--NEW YORK

Prepared by Department of
Orange County Tax Map
124 Main Street, Goshen, N.Y. 10924
Phone 845.291.2498 Fax 845.291.2495

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



ADJOINING REI



Navigation Tax Maps | ORPS Links

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Commercial
Property Info
Owner/Sales
Inventory
Improvements
Tax Info
Report
Comparables

Municipality of Newburgh			
SWIS:	334600	Tax ID:	75-1-14
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Taxable
Address:	21 Plank Rd N		
Property Class:	465	Site Property Class:	465 - Prof. bldg.
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	40416 -	School District:	Newburg
Legal Property Description:	Legal description not given for property		
Total Acreage/Size:	1.20	Equalization Rate:	----
Land Assessment:	2012 - \$88,100	Total Assessment:	2012 - \$211,500
Full Market Value:	2012 - \$542,000		
Deed Book:	12245	Deed Page:	1102
Grid East:	621954	Grid North:	979336
Bank Code:	0150120		

Photographs
No Photo Available

Pictometry LiveLink
View this property's Pictometry imagery in LiveLink.

Documents
No documents found for this parcel

Maps
View Tax Map
View in Google Maps
View in Yahoo! Maps
View in Bing Maps

Special Districts for 2012				
Description	Units	Percent	Type	Value
Goodwill fire	0	0%		0

Consol It	0	0%		0
Consol wtr 1	0	0%		0
Consol wtr 2	0	0%		0
Land Types				
Type			Size	
1			235 x 260	

Map Disclaimer



Image Mate Online

Navigation Tax Maps | ORPS Links

Help Log In

Commercial
Property Info
Owner/Sales
Inventory
Improvements
Tax Info
Report
Comparables

Municipality of Newburgh				
SWIS:	334600	Tax ID:	75-1-14	
Tax Map ID / Property Data				
Status:	Active	Roll Section:	Taxable	
Address:	21 Plank Rd N			
Property Class:	465	Site Property Class:	465 - Prof. bldg.	
Site:	Com 1	In Ag. District:	No	
Zoning Code:	-	Bldg. Style:	Not Applicable	
Neighborhood:	40416 -	School District:	Newburg	
Legal Property Description:	Legal description not given for property			
Total Acreage/Size:	1.20	Equalization Rate:	----	
Land Assessment:	2012 - \$88,100	Total Assessment:	2012 - \$211,500	
Full Market Value:	2012 - \$542,000			
Deed Book:	12245	Deed Page:	1102	
Grid East:	621954	Grid North:	979336	
Bank Code:	0150120			
Special Districts for 2012				
Description	Units	Percent	Type	Value
Goodwill fire	0	0%		0

Photographs

No Photo Available

Pictometry LiveLink

View this property's Pictometry imagery in LiveLink.

Documents

No documents found for this parcel

Maps

[View Tax Map](#)

[View in Google Maps](#)

[View in Yahoo! Maps](#)

[View in Bing Maps](#)

Consol It	0	0%		0
Consol wtr 1	0	0%		0
Consol wtr 2	0	0%		0
Land Types				
Type			Size	
1			235 x 260	

Map Disclalmer

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

January 16, 2013

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

RE: Hudson Valley Offices, LLC v. Town of Newburgh
Index Nos. 2011-7277, 2012-6492
Our File No. 5018.092

Dear Mark:

Attached please find the proposed Consent Judgment in reference to the above-entitled proceedings. The full market value of the subject property was \$594,101 in 2011 and \$542,030 in 2011. The property is an office building consisting of 5,530 sq. feet. located on Plank Road North. After a review of the Income and Expense statements and leases by John Venezia and myself a settlement reducing the full market value of the property to \$525,000 in 2011 and \$500,000 in 2012 was negotiated. The Town's refund liability is less than \$500.00 and the fire district is approximately \$200.00. John and I feel that it is a good 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. Once the Resolution passes, please let me know and I will sign and forward the Consent Order to the petitioner's attorney for signing and 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
Enclosure
cc: John T. Venezia, Assessor

Hudson Valley Offices, LLC v. T/O Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced AV	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability
2011	75-1-14	\$ 211,500	\$ 186,900	35.80%	\$ 594,101	\$ 525,000	\$ 24,600	County 9.3141 Town 11.40 Fire-GW 4.36 Sp. Dist. \$	\$ 229.13 \$ 280.56 \$ 107.26 -		\$ 229.13 \$ 280.56 \$ 107.26
2012	75-1-14	\$ 211,500	\$ 195,100	39.02%	\$ 542,030	\$ 500,000	\$ 16,400	School 63.6879 County 9.1063 Town 11.6477 Fire-GW 4.4048 Sp. Dist. \$ School 64.2017	\$ 1,566.72 \$ 149.34 \$ 191.02 \$ 72.24 -		\$ 1,566.72 \$ 149.34 \$ 191.02 \$ 72.24 \$ 1,052.91

Hudson Valley Offices, 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	75-1-14	\$ 211,500	\$ 178,000	35.60%	\$ 594,101	\$ 500,000	\$ 33,500	County 9.3141 Town 11.41 Fire-GW 4.36 Sp. Dist.	\$ 312.02 \$ 382.24 \$ 146.06 \$ -		\$ 312.02 \$ 382.24 \$ 146.06 \$ -
2012	75-1-14	\$ 211,500	\$ 195,100	39.02%	\$ 542,030	\$ 500,000	\$ 16,400	County 9.1063 Town 11.6477 Fire-GW 4.4048 Sp. Dist. School 64.2017	\$ 149.34 \$ 191.02 \$ 72.24 \$ - \$ 1,052.91		\$ 149.34 \$ 191.02 \$ 72.24 \$ - \$ 1,052.91

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of a Review Under Article 7 of
the Real Property Tax Law of Tax Assessments by,

HUDSON VALLEY OFFICES, LLC,

Petitioner,

-against-

THE ASSESSOR OF THE TOWN OF NEWBURGH
AND THE BOARD OF ASSESSMENT
REVIEW OF THE TOWN OF NEWBURGH,

Respondents.

CONSENT ORDER

Index Nos.: 2011-007277
2012-006492

Grid or Tax Map No.:
334600-75-1-14

-----X
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 settled and compromised in the following
manner:

1. The special proceeding commenced under the Index Numbers 2011-007272 and 2012-
006492 as to real property identified as Section 33460-75.1-14 is hereby withdrawn and
discontinued.

2. The final assessment on the Petitioner's property made subject of these proceedings
for the tax years 2011 and 2012 were fixed by the Assessor of the Town of Newburgh as follows:

<u>YEAR</u>	<u>TAX MAP#</u>	<u>ASSESSED VALUE</u>
2011	334600-75-1-14	\$211,500
2012	334600-75-1-14	\$211,500

3. The final assessment on Petitioner's real property for the tax years 2011 and 2012 shall
be corrected, reduced and revised in the following manner:

<u>YEAR</u>	<u>TAX MAP#</u>	<u>ORIGINAL ASSESSMENT</u>	<u>REVISED ASSESSMENT</u>	<u>REDUCTION</u>
2011	334600-75-1-14	\$211,500	\$186,900	\$24,600
2012	33460-75-1-14	\$211,500	\$195,100	\$16,400

4. The officer or officers of the Town of Newburgh having custody of the assessment roll shall forthwith correct and revise the entry with respect to the tax years 2011 and 2012 assessment rolls of the Town in a manner consistent with the provisions of the preceding paragraphs.

5. The Town of Newburgh, the Newburgh Enlarged City School District, the County of Orange, and any special district for which taxes are levied based on the assessment made subject to this agreement, shall forthwith audit, pay and refund to Petitioner, in care of its counsel of record, Rogers McCarron & Habas, P.C., principal amounts of excess taxes paid by Petitioner, all refund drafts being payable to "Hudson Valley Offices LLC and Rogers McCarron & Habas, P.C." as co-payees, and said refunds should be tendered to Rogers McCarron & Habas, P.C., 100 Dutch Hill Road, Suite 390, Orangeburg, NY 10962. 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. Petitioner waives statutory interest from all refunds paid by the Town, County and School District if paid within 60 days of notice of entry of this Consent Order.

6. 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 Newburgh Enlarged City 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.

7. All judicial proceedings as to the assessed values of the subject property in dispute for 2011 and 2012 tax years 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 proceedings entitled above. The terms and conditions of this Consent Order shall, however, survive the making and entry of a judicial order providing for the settlement and compromise of the prior litigated proceedings and shall not merge therein.

8. 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 are not increased for years 2013, 2014 and 2015 subject to the usual stated statutory exception.

9. 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

Lawrence B. McCarron, Esq.
Rogers McCarron & Habas, P.C.
Attorneys for Petitioner
100 Dutch Hill Road, Suite 390
Orangeburg, New York 10962
Tel: (845) 359-5400

DATED: _____, 2012

Cathy L. Drobny, Esq.
Hacker Murphy, LLP
Town Attorney
Town of Newburgh
7 Airport Park Boulevard
Latham, New York 12110
Tel: (518) 783-3843

PRESENT: HON. CATHERINE M. BARTLETT

BE IT SO ORDERED AND ADJUDGED

DATED: _____, 2013

AT: Goshen, New York

Hon. Catherine M. Bartlett

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 February, 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 # 75-1-14
HUDSON VALLEY OFFICES, LLC
(NORTH PLANK ROAD),
INDEX NUMBERS 2011-7277, 2012-6492

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

WHEREAS, Hudson Valley Offices, LLC ("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 North Plank Road/ NYS Route 32 (Section 75-Block 1-Lot 14) 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 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 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.

8. **DATE PROCESSING:**
 - A. **Purchase of Computers for DPW**
 - B. **Purchase of Copier**

FEB 27 2013

8a

Feb 27th 2013 Audit Meeting

Computer Purchase:

Purchase of (3) OptiPlex 7010 Desktop Dell Computers to be used in the DPW office for a cost of \$ 998.40 for a total cost of \$ 2995.20.

These new computers will replace computers dated 9/16/2002, 1/30/2004, *2/19/2010
The 2010 computer will be retained by the town for use elsewhere.

*The DPW Department will share a section of the Court Server and all must have a Windows 7 Operating system

Purchase to be funded by Account #	040 8340.200	33%
	040 8330.0200	33%
	050 8130.0200 → Dist's	33%

Copier Purchase:

Purchase of (1) Toshiba 206L Copier to be used in the DPW office for a cost of \$ 4,130.00

Purchase to be funded by Account #	040. 8340.0200	50%
	050. 8130.0200 → Dist's	50%

Monthly service charge based on 1,264 copies per month.....\$ 80.95

To be funded by Account #	040. 8340. 0497	50%
	050. 8130. 0497 → Dist	50%



QUOTATION

Quote #: 635645201
 Customer #: 000459815
 Contract #: 44ADD
 Customer Agreement #: PT65340
 Quote Date: 10/30/2012
 Customer Name: TOWN OF NEWBURGH

Date: 10/29/2012

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: KRISTINE M PAPE PHONE: 1800 - 4563355
 Email Address: Kristine_Pape@dell.com Phone Ext: 80000

998.40 2995.20

GROUP: 1 QUANTITY: 3 SYSTEM PRICE: ~~\$894.94~~ GROUP TOTAL: \$2,684.82

Base Unit	OptiPlex 7010 Desktop Base (225-2782)	1
	3rd Gen Intel Core i3-3220 Processor (Dual Core, 3.30GHz, 3MB, w/ HD2500 Graphics), Dell OptiPlex 7010 (319-0466)	1
	4GB, NON-ECC, 1600MHZ DDR3,1DIMM,OPTI (319-0218)	1
	Dell USB KB,ENG,OPTI (331-8142)	1
	No Monitor Selected, Dell OptiPlex (320-3704)	1
	Intel Integrated Graphics w/DP/DVI, OPTI (320-3778)	1
	500GB 2.5 3.0Gb/s SATA with 16MB DataBurst Cache,OptiPlex DT/SFF (320-3016)	1
	1394 Controller Card,Low Profile,Dell OptiPlex Desktop (341-5471)	1
	Windows 7 Professional,,Media, 32-bit, Optiplex, English (421-5580)	1
	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)	1
	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (421-5334)	1
	Dell Data Protection Access, OptiPlex x010 (421-8276)	1
	Dell MS111 USB Optical Mouse,OptiPlex and Fixed Precision (330-9458)	1
	Intel Standard Manageability, Dell OptiPlex 7010 (331-6245)	1
	16X DVD+/-RW SATA, Data Only, OptiPlex 9010 (318-1540)	1
	Thank you for Choosing Dell (318-2231)	1
	Heat Sink, Mainstream, Dell OptiPlex 7010 Desktop (331-6252)	1
	OptiPlex 7010 Desktop Standard PSU (318-1892)	1
	Regulatory label, Mexico, for OptiPlex 7010 Desktop (331-7358)	1
	Enable Low Power Mode for EUP Compliance,Dell OptiPlex (330-7422)	1
	Documentation,English and French,Dell OptiPlex (331-2030)	1
	Power Cord,125V,2M,C13,Dell OptiPlex (330-1711)	1
	No ESTAR Settings, OptiPlex (331-8325)	1
	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex 7010 (331-6251)	1
	1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. OptiPlex (310-1959)	1
	No Quick Reference Guide,Dell OptiPlex (310-9444)	1
	Shipping Material for System,Desktop,Dell OptiPlex 990 (331-1269)	1
	Microsoft Office Starter 2010,OptiPlex,Precision and Latitude (421-3950)	1
	Microsoft Office Home and Business 2010,English,OptiPlex,Precision and Latitude (421-3954)	1

Basic Hardware Service: Next Business Day Onsite Service After Remote

Diagnosis 2 Year Extended (995-1923)	1
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (995-0903)	1
Dell Limited Hardware Warranty Plus Service Extended Year(s) (995-4303)	1
Dell Limited Hardware Warranty Plus Service Initial Year (995-4093)	1
Thank you for buying Intel/Dell (466-9045)	1

***Total Purchase Price:**

~~\$2,684.82~~ **2995.20**

Product Subtotal:	\$2,684.82
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by TOWN OF NEWBURGH for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found at www.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy/#total. Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at www.dell.com/servicecontracts.

All information supplied to TOWN OF NEWBURGH for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

PREPARED FOR THE TOWN OF NEWBURGH
 February 4, 2013

Department	Model	Department Code	UNIT	Quantity	Average Monthly Volume	Annual Spend	Monthly	Proposed	Equipment Purchase	Monthly Lease	Monthly Service	Monthly Operating Cost
Accounting	Canon 3305	1315	Replaces	7,606	\$600.00	\$50.00	Toshiba 356	\$5,004.00	\$98.08	\$53.24	\$151.32	
Town Clerk	Canon 3530	1410	Replaces	3,437	\$1,009.68	\$84.14	Toshiba 356	\$5,004.00	\$98.08	\$24.06	\$122.12	
Assessor	Canon 2105	1355	Replaces	4,076	\$4,305.28	\$358.77	Toshiba 2550c	\$4,930.00	\$96.63	\$28.53	\$125.16	
Mail Room	Ricoh 4001	1670	Replaces	4,972	\$473.74	\$94.75						
Code Compliance	Canon 3235	8010	Replaces		\$1,311.00	\$109.25	Toshiba 2550c	\$4,930.00	\$96.63	\$28.53	\$125.16	
341D-fil	362D-zoning	8020	planning board									
Police Department	Ricoh 2550S	3120	Replaces		\$59.94	\$19.98						
Records	Canon 2200	3120	Replaces		\$2,350.00	\$195.83						
Conference Room	Canon 2105	3120	Replaces	6,747	\$1,580.60	\$131.72						
REC / Conference Room	Canon 1600	3120	Replaces		\$488.28	\$40.69	Toshiba 3540c	\$6,457.00	\$126.56	\$47.23	\$173.79	
Fleet M	HP 6310		Replaces									
Shop	Ricoh MP 6000		Replaces									
Town of Newburgh	Canon 3305	7020	Replaces	7,592	\$3,629.52	\$302.46	Toshiba 3540c	\$6,457.00	\$126.56	\$53.14	\$179.70	
Court House	Savin 2518D	8340 / 8130	Replaces	1,264	N/W	N/S	Toshiba 206L	\$4,130.00	\$80.95	\$8.85	\$89.80	
Water Dept	Canon NP 7130	3510	Replaces	896	\$582.36	\$48.53		\$4,130.00	\$80.95	\$6.27	\$87.22	
Animal Shelter	Savin4018D	5130	Replaces		N/W	N/S	Toshiba 206L					
Highway Department				36,590.00	\$17,653.16	\$1,541.35		\$41,042.00	\$804.44	\$249.85	\$1,054.27	

63 months All Inclusive Agreement
 Service & Supplies Included
 111,001 Images included per quarter
 Overage to be billed at .007 per image
 Color Images to be billed from image 1 at rate of .055 each

TOSHIBA

[Handwritten signature]

8 a/b

Wayne C. Booth

From: Councilman Piaquadio [councilmanpiaquadio@hvc.rr.com]
Sent: Sunday, February 24, 2013 5:42 PM
To: 'Wayne C. Booth'
Subject: Agenda

Wayne

On Wednesdays audit meeting could you add:

Data Processing
Purchase of computers for DPW
Purchase of Copier for DPW

I will supply you the details on Tuesday

Thanks
Gil

9. ANIMAL CONTROL: T-94 Withdrawal (Flannery Animal Hospital)

FEB 27 2013

9



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

February 14, 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 Flannery Animal Hospital for the months of December and January and for your authorization for payment of this voucher in the total amount of \$102.50.

Sincerely,


Chantel Haight
Animal Control Supervisor

Cc: Accounting

TOWN OF NEWBURGH
 1496 ROUTE 300
 NEWBURGH, N.Y. 12550

VOUCHER

Order No.

DO NOT WRITE IN THIS BOX

DEPARTMENT Town of Newburgh Animal Control

CLAIMANT'S NAME AND ADDRESS
 Flannery Animal Hospital
 789 Little Britain Road
 New Windsor, NY 12553

Date Voucher Received		AMOUNT	VOUCHER NO.
FUND - APPROPRIATION			
TOTAL			
Abstract No.			

TERMS January 2013 Vouchers

Vendor's Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price		Amount
1-15-13		INVL 60286 - Rebates			50.00
1-24-13		INVL 63993 Hollywood (H ANNU)			52.50
TOTAL					102.50

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, JEAN Tobin, certify that the above account in the amount of \$ 102.50 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.

2-7-13 Jean Tobin Accts Manager
 DATE SIGNATURE 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 paid from the appropriations indicated above.

DATE AUDITING BOARD

Flannery Animal Hospital

CARING FOR OUR COMMUNITY'S PETS

789 Little Britain Rd
New Windsor, NY 12553
845-565-7387

Town Of Newburgh Animal Control (# 18987)
645 Gidney Avenue
Newburgh, NY 12550

Feb 07, 2013

**Invoice Number
63993**

Home Phone: (845) 561-3344
Work Phone: () - ext:

Hollywood (# AHM)

Species: Canine Sex: Male
Age: 4 years and 1 month old
Breed: Pitbull
Coat Color: Brindle
Weight: 62 lbs.
Rabies Tag Number:

Date	Description	Qty	Price
01/24/2013	Town/City - Office Visit	1.00	\$ 52.50
Total for Hollywood :			\$ 52.50
Total Invoice:			\$ 52.50
Previous Balance:			\$
Total Amount Due:			\$
New Balance Due:			\$

Dr. David Greenberg

Flannery Animal Hospital

CARING FOR OUR COMMUNITY'S PETS

789 Little Britain Rd
New Windsor, NY 12553
845-565-7387

Town Of Newburgh Animal Control (# 18987)
645 Gidney Avenue
Newburgh, NY 12550

Jan 15, 2013

Invoice Number
60286

Home Phone: (845) 561-3344
Work Phone: () - ext:

Pebbles (# AHJ)
Species: Canine **Sex:** Female Spayed
Age: 2 years and 1 month old
Breed: Pug
Coat Color: Tan & black
Weight: 15 lbs.
Rabies Tag Number:

Date	Description	Qty	Price
12/29/2012	Town/City - Office Visit	1.00	\$ 50.00

Dr. David Greenberg

Total for Pebbles:	\$	50.00
Total Invoice:	\$	50.00
Previous Balance:	\$	-----
Total Amount Due:	\$	=====
New Balance Due:	\$	-----

10. DPW: Budget Transfer

FEB 13 2013

FEB 27 2013

Hdd over

10
W

**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

From: John Platt, Commissioner of Public Works



Date: February 5, 2013

Re: Budget Transfer for DEP Land Use Permit for Delaware Aqueduct Tap Property

Please note below, for the Town Board's approval, a budget transfer request to fund the NYC DEP Land Use Permit for the Delaware Aqueduct Tap Property.

From: 8330.0472 - \$5,000.00

To: 8330.0471 - \$5,000.00

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

SMUAP18/V03/L061

TOWN OF NEWBURGH, NY

DATE: 02/04/13

TERMINAL NO: 000

DISPLAY ACCT DETAIL LEDGER

TIME: 10:44

<C>urr/<N>ext Year? N

Fiscal Year: 2013

Sort By Date: OFF

01/01/2013 To 12/31/9999 Period: 01 To 12

Incl. Pr.13 Enc.? N

040-8330-0471- - |WATER DISTRICTS FUND

|APPROPR: 2000.00

PURIFICATION

|PERMIT FEES

LN	DATE	VENDOR	TRANS#	PO#	VOUCH#	CHECK#	ENCUMBRANCE
01	2/04/13	CITY OF NY	7737	130546			5049.73

TOTALS:	5049.73
BUDGET BALANCE:	3049.73-
`C` To Cont _	

John please do a budget

transfer not enough money in 2013
to cover voucher

Thanks
AMJ

2013

005600

TOWN OF NEWBURGH

Water Supply
343 Route 32
Newburgh, New York 12550
(845) 564-2180
FAX (845) 564 - 0091

DO NOT WRITE IN THIS BOX

DEPARTMENT

WATER SUPPLY

CLAIMANT'S
NAME
AND
ADDRESS

NYCDEP
71 Smith Avenue
Kingston, NY 12401
Attn: Linda Beck (Land Use Permits)

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
8330 - 0471	\$5,049.73	
Total		\$5,049.73
Abstract #		

TERMS

Net 30 Days

43850

Date	Quantity	Description of Materials or Services	Unit Price	Amount
1/10/13		See Attachment Project #1789 Report # 3797 Permit # 9985 FEB 01 2013 mm ATTENTION ; Linda Beck (Land Use Permits)		\$5,049.73
2/4/13 - new budget			TOTAL	\$5,049.73

Linda A. Beck

CLAIMANT'S CERTIFICATION

I, Linda A. Beck certify that the above account in the amount of \$ 5049.73 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.

1/18/13
DATE

[Signature]
SIGNATURE

PAAI
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.

1-29-13
Date

[Signature]
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

11. PERSONNEL: CSEA Request-Time Sick Bank for William Manzo

FEB 26 2013

DS



Local 1000 AFSCME, AFL-CIO

Feb. 25, 2013

Wayne Booth

CC: Town Board Members, Charlene Black

RE: CSEA Request for Sick Bank for Bill Manzo

Dear Town Council,

The CSEA would like you to please consider the formation of a sick leave bank for Bill Manzo, Senior Water Filter Plant Operator. With his recent injuries, we are not sure if he will or will not run out of accumulated time. This time would be donated from other CSEA members throughout the town.

A handwritten signature in blue ink, appearing to be 'M', is located below the main paragraph of text.

We are eager to help another CSEA member and long time town employee and confident that an arrangement can be made. we would greatly appreciate your support for Bill and us in this matter.

Thank you,

CSEA

Bill Healey, President

Mark A. Hall, Vice president

James Gucciardo, Secretary

Thomas Dickson, Treasurer

12. RESOLUTION in Support of the Second Amendment

RESOLUTION IN SUPPORT OF THE SECOND AMENDMENT

WHEREAS, The Right of the People to Keep and Bear Arms is guaranteed as an individual right under the Second Amendment to the United States Constitution and under the Constitution of the State of New York, and;

WHEREAS, the Right of the People to Keep and Bear Arms for defense of Life, Liberty, and Property is regarded as an Inalienable Right by the People of the Town of Newburgh New York, and;

WHEREAS, the people of the Town of Newburgh, New York, derive economic benefit from all safe forms of firearms recreation, hunting and shooting conducted within the Town of Newburgh using all types of firearms allowable under the United States Constitution and Constitution of the State of New York, and;

WHEREAS, the Town Council being elected to represent the People of the Town of Newburgh and being duly sworn by their Oath of Office to uphold the United States Constitution and the Constitution of the State of New York, and;

WHEREAS, the New York State Assembly and the New York State Senate, being elected by the People of the State of New York, and being duly sworn in by their Oath of Office to uphold the United States Constitution and the Constitution of the State of New York, and;

WHEREAS, legislation passed by the New York State Assembly and Senate infringes on the Right to Keep and Bear Arms and would ban the possession and use of firearms now employed by individual citizens of the Town of Newburgh, for defense of Life, Liberty and Property and would ban the possession and use of firearms now employed for safe forms of firearms recreation, hunting and shooting conducted within the Town of Newburgh, New York; this new law does not take into consideration that a non United States Citizen is able to possess a handgun in New York State, and this new law does not focus on the main cause of violent acts: mental health.

NOW, THEREFORE, IT BE AND IS HEREBY

RESOLVED, that the Town of Newburgh Town Council oppose the enactment of any legislation that would infringe upon the Right of People to keep and bear arms and consider such laws to be unnecessary and beyond lawful legislative authority granted to our State representatives, as there is no documented correlation between gun control and crime reduction; and be it further.

RESOLVED, that a copy of this resolution be sent to President Barack Obama, Vice President Joseph Biden, Senator Charles Schumer, Senator Kristen Gillibrand, Congressman Sean Patrick Maloney, and each member of the New York State Senate and Assembly and Orange County Legislature whose districts include all or part of the Town of Newburgh