

#5

**NOTICE OF HEARING
ON PROPOSED RAILROAD CROSSING
IN THE TOWN OF NEWBURGH, NEW YORK**

TO: CSX Transportation Inc.
New York Central Lines, LLC

500 Water Street, J-301
Jacksonville, FL 32202

2000 West Cabot BLVD, Suite 130
Langhorne, PA 19047

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York, at a meeting held on the 27th day of December, 2022, duly adopted the following Order calling a hearing at the Town Hall at 1496 Route 300, Town of Newburgh, New York on the 27th day of February, 2023 at 7:00 o'clock, p.m., Prevailing Time in the matter of the laying out of a pedestrian way and railroad crossing by the Town of Newburgh.

Written submissions may be made to:

Hon. Gilbert J. Piaquadio, Supervisor
Town of Newburgh Town Hall
1496 Route 300
Newburgh, New York 12550

Contact information:

Telephone Number: (845) 564-4552
e-mail: supervisor@townofnewburgh.org

Dated: Newburgh, New York,
February 6, 2023

Lisa M. Vance Ayers
Town Clerk

**ORDER OF TOWN BOARD CALLING HEARING IN THE MATTER OF
THE LAYING OUT OF A PEDESTRIAN WAY AND AT-GRADE RAILROAD CROSSING
IN THE TOWN OF NEWBURGH, ORANGE COUNTY,
NEW YORK PURSUANT TO NEW YORK STATE RAILROAD LAW**

WHEREAS, the Town of Newburgh, Orange County, New York (the "Town"), has heretofore acquired real property parcels off of Oak Street in the Town, shown on the tax map for the Town of Newburgh as SBL 121-2-1 and SBL 121-2-2, in order to, among other things,

establish a Town park affording access to the Hudson River, the Town currently lacking any point of public access to the River along its shoreline; and

WHEREAS, SBL 121-2-1 consists of approximately 11 acres, contains an approximately 0.9 acre upland peninsula extending into the Hudson River with the balance consisting of water grants in the Hudson River and SBL 121-2-2, consists of approximately 9.4 acres, per the real property tax records and title report located along the western side of the New York Central railway off of Oak Street, in the Town of Newburgh, New York, and

WHEREAS, the two parcels have been connected by an at grade railroad crossing at a location where crossing rights were retained by the owner during the period the railroad's property was acquired and subsequently used during the operation of a marina at the property by prior owners; and

WHEREAS, the Town Board intends to reestablish the railroad crossing as a public, at grade pedestrian railroad crossing as part of a pedestrian walkway affording access to the Hudson River shoreline to park patrons; and

WHEREAS, pursuant to New York State Railroad Law a notice of Town's intention to lay out the pedestrian way and crossing must be given to the railroad corporation at least 15 days prior to the adoption of any order laying out the way and crossing, such notice to designate a time and place where a hearing will be given to such railroad corporation and such corporation shall have the right to be heard before the authorities of the municipal corporation upon the necessity of the way and crossing and the question of its location; and

WHEREAS, the aforesaid project has been determined to be an "Unlisted" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act and Chapter 100 of the Town of Newburgh Municipal Code; and

WHEREAS, it is now desired to call a hearing for the railroad corporation on the question of the laying out of the pedestrian way and crossing in the matter described above, and to hear the railroad corporation concerning the same, in accordance with the provisions of the Railroad Law.

NOW, THEREFORE, BE IT ORDERED, by the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. The Town Board of the Town of Newburgh shall hold a hearing at the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the 27th day of February, 2023 at 7:00 o'clock, p.m., Prevailing Time on the question of the necessity of the pedestrian way and crossing at the aforesaid park within the Town of Newburgh, Orange County, New York in the manner described in the preambles hereof, and to hear CSX Transportation Inc. and New York Central Lines, LLC on the subject thereof, concerning the same and to take such action thereon as is required or authorized by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice to be served in accordance with the requirements of the Railroad Law not less than fifteen (15) days before the day set for the hearing as aforesaid.

Section 3. This Order shall be entered in the minutes of the meeting and shall take effect immediately.

Enclosures: Concept Plan C-101 entitled "Town of Newburgh Anchorage on Hudson dated October 12, 2022

Tax Parcel Map Figure 2

Orthophoto Figure 3

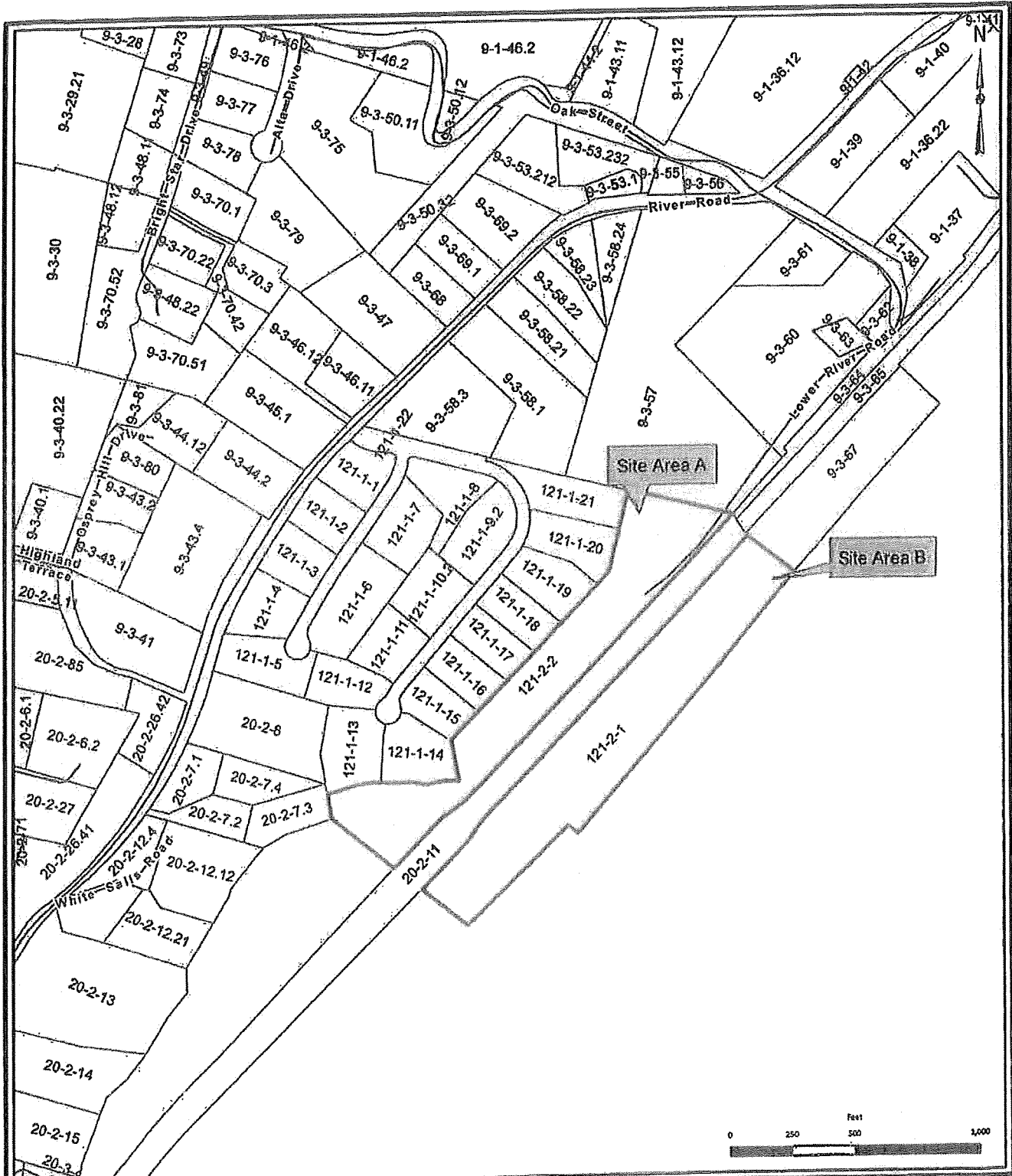
Appraisal photographs of pre-existing railroad crossing taken November 9, 2017

Title Search cover letter dated May 11, 2021 regarding retained railroad crossing rights associated with Town of Newburgh property

Title search documents referencing retained railroad crossing rights

Map from title search marked by surveyor with "Approximate Location of Evidence of Crossing"

Copy of Boundary Survey dated 7/30/2021 showing the location of undescribed crossing rights historically exercised



THE Chazen COMPANIES
ENGINEERS
 LAND SURVEYORS
 PLANNERS
 ENVIRONMENTAL & SAFETY PROFESSIONALS
 LANDSCAPE ARCHITECTS

Dutchess County Office:
 21 Fox Street, Poughkeepsie, NY 12601
 Phone: (845) 454-3980

Capital District Office:
 547 River Street, Troy, NY 12180
 Phone: (518) 812-0555

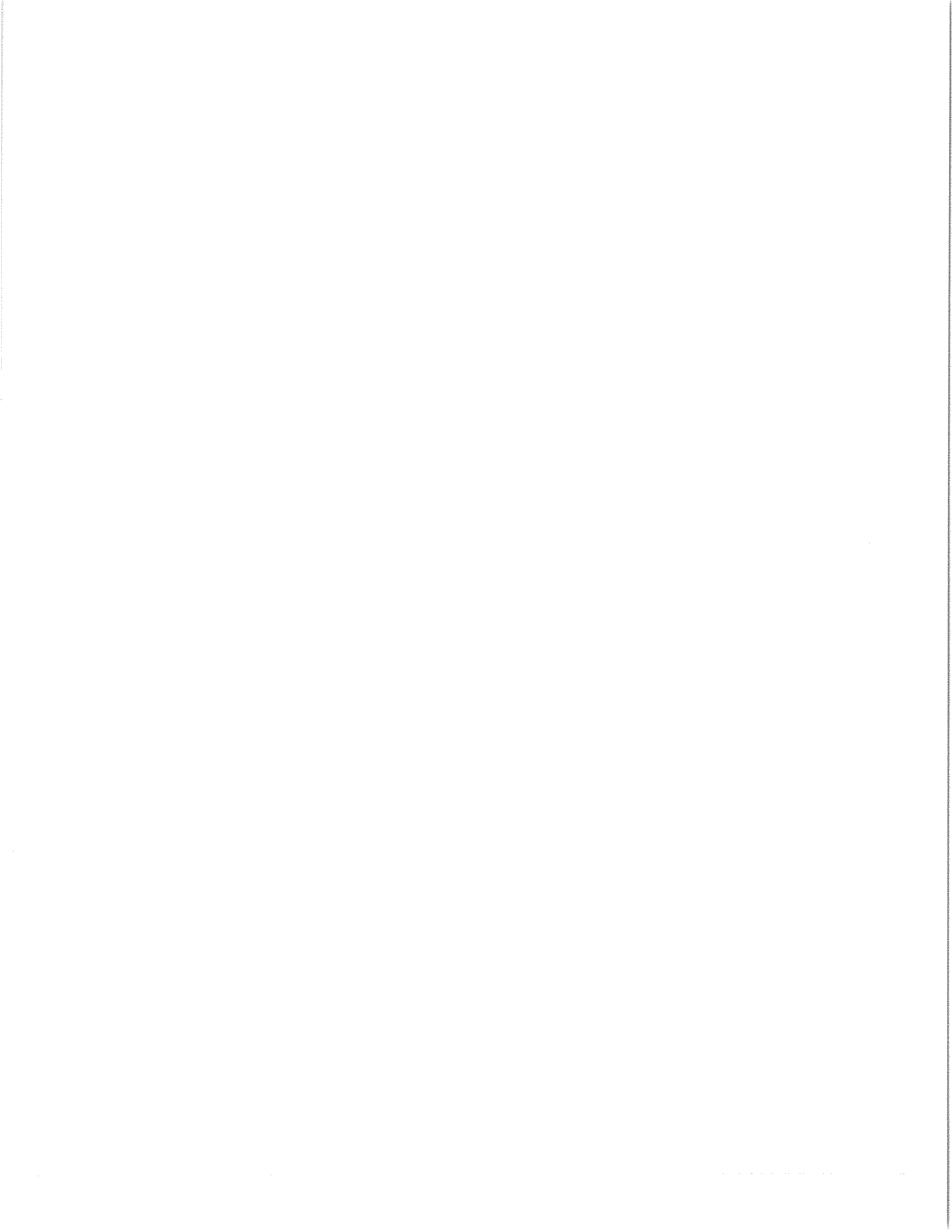
North Country Office:
 375 Bay Road, Queensbury, NY 12804
 Phone: (518) 273-0053

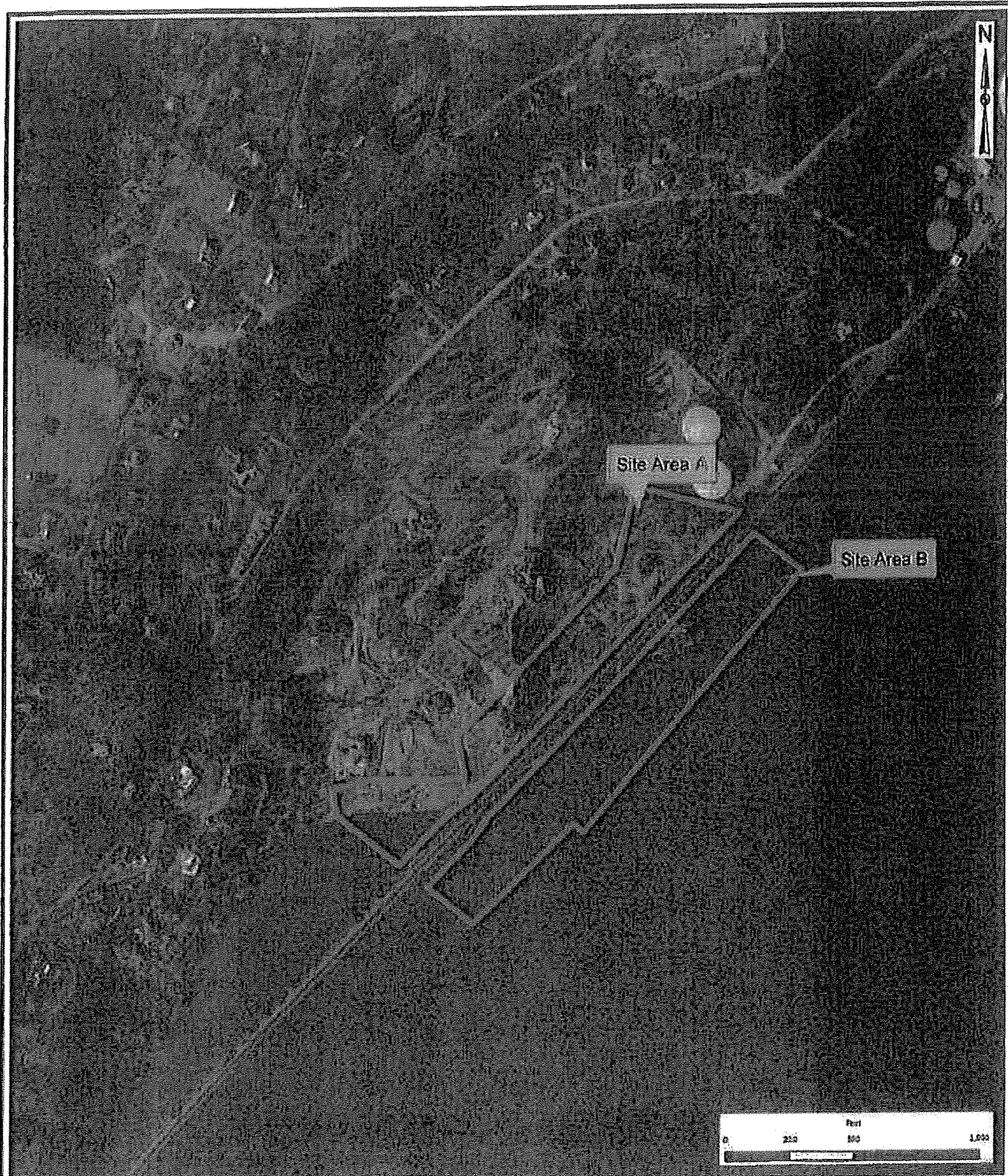
Mid-Hudson Marina Corp. Property

Figure 2: Tax Map
 268 Oak Street
 Town of Newburgh, Orange County, NY

Orange County 2016 Tax Parcel Dataset;
 NYS Department of Transportation 2008 Roads Dataset

| | |
|----------|------------------------|
| Drawn: | MO |
| Date: | 3/22/2019 |
| Scale: | 1 inch equals 500 feet |
| Project: | 41808.00 |
| Figure: | 2 |





THE Chazen COMPANIES
ENGINEERS
 LAND SURVEYORS
 PLANNERS
 ENVIRONMENTAL & SAFETY PROFESSIONALS
 LANDSCAPE ARCHITECTS

Dutchess County Office:
 21 Fox Street, Foughkeepsie, NY 12601
 Phone: (845) 454-5980

Capital District Office:
 547 River Street, Troy, NY 12180
 Phone: (518) 273-0055

North Country Office:
 375 Bay Road, Queensbury, NY 12804
 Phone: (518) 812-0513

Mid-Hudson Marina Corp. Property

Figure 3: Orthophoto
 268 Oak Street
 Town of Newburgh, Orange County, NY

Orange County 2016 Tax Parcel Dataset; NYS Department of Transportation 2008 Roads Dataset;
 NYS Office of Technology orthophoto Imagery

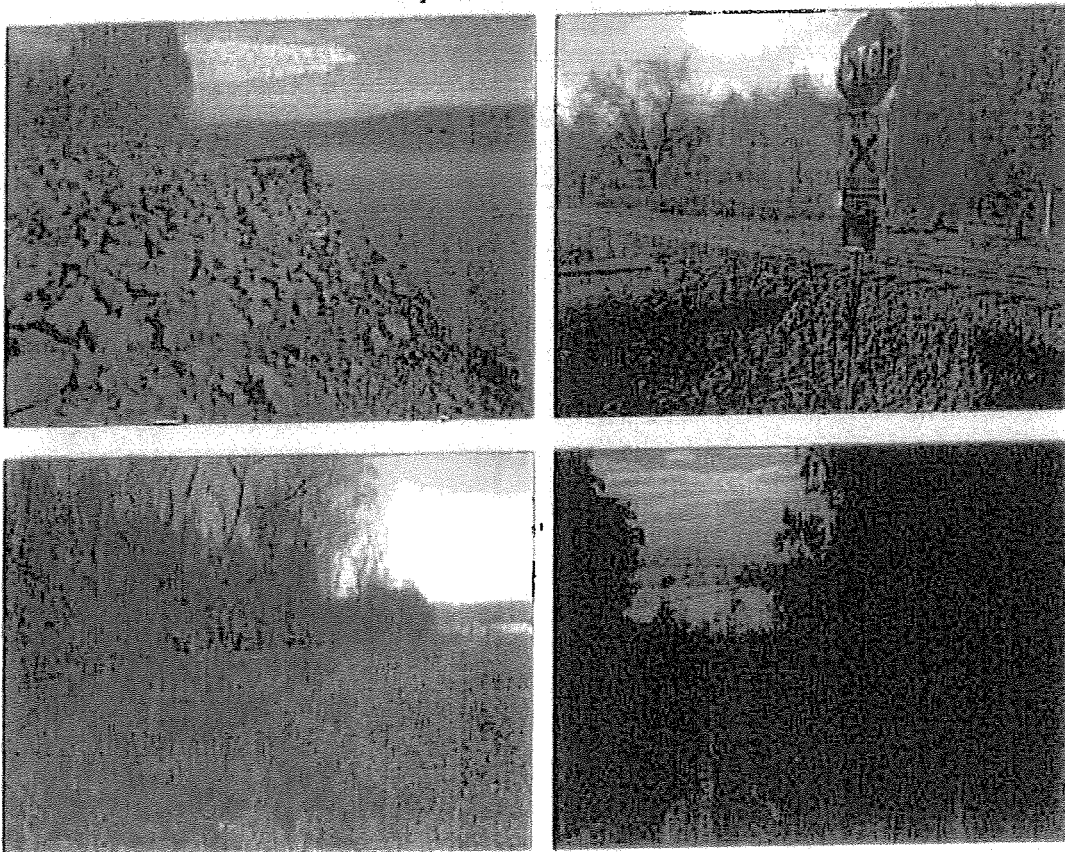
| | |
|---------|------------------------|
| County | MO |
| Date | 3/22/2019 |
| Scale | 1 inch equals 500 feet |
| Project | 41908.00 |
| Figure | 3 |

Michael DeWan APPRAISAL & ASSOCIATES

REAL ESTATE APPRAISAL AND VALUATION SERVICES

APPRAISAL REPORT

Real property reputedly owned by Mid-Hudson Marina Corp.
Located at 286 Oak Street, Town of Newburgh, Orange County, New York
Tax Map Parcels 121-2-1 and 121-2-2



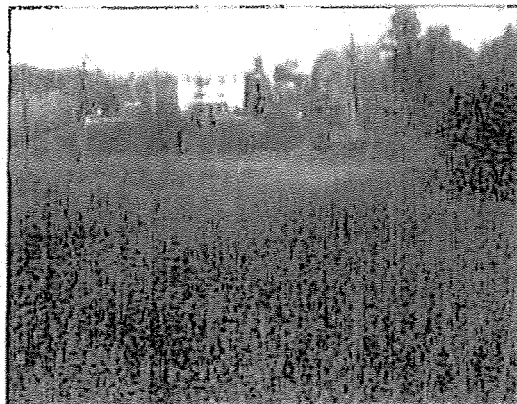
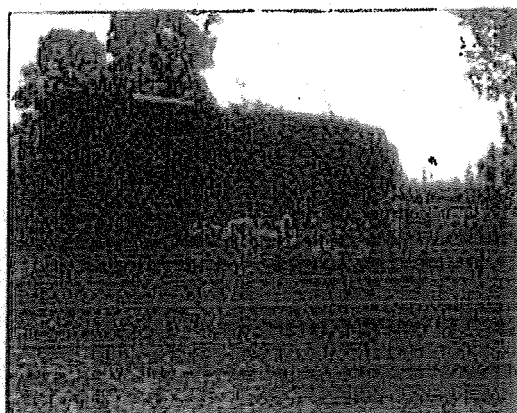
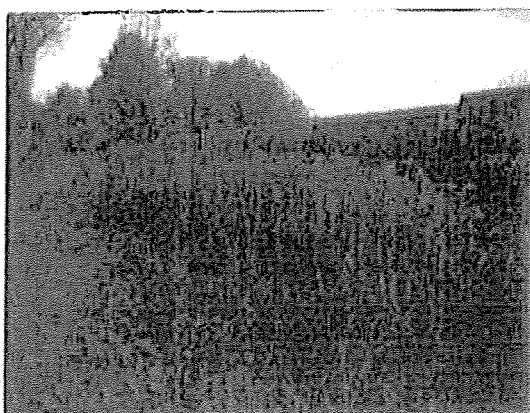
PREPARED FOR:

Carter Strickland, New York State Director
The Trust for Public Land
666 Broadway, 9th Floor
New York, NY 10012

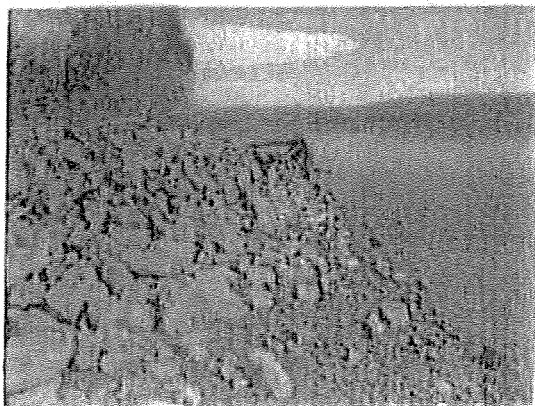
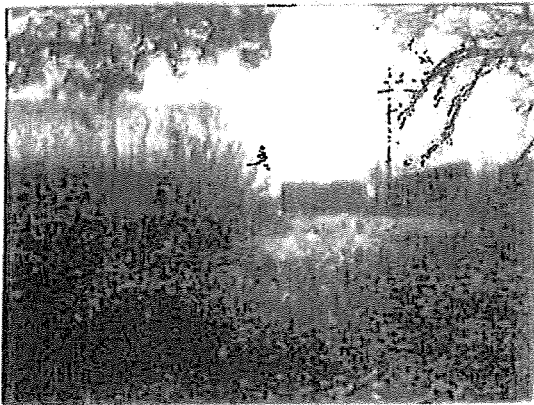
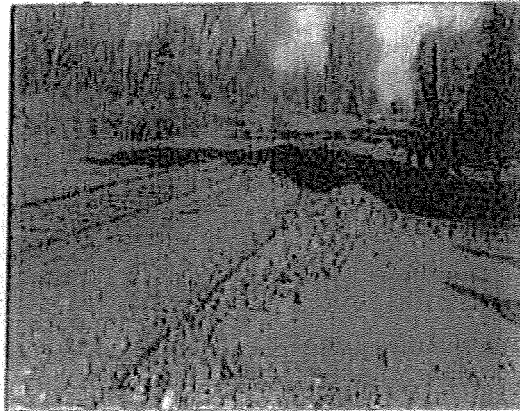
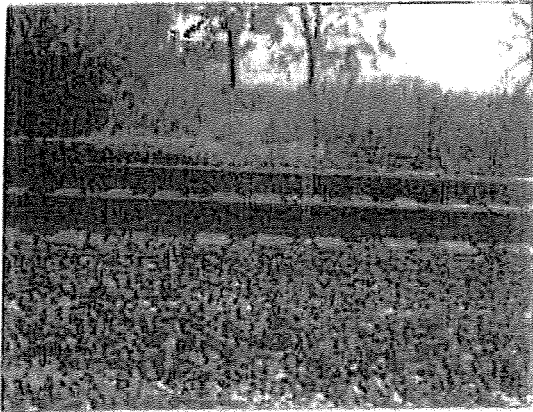
AS OF:

February 21, 2018

SAMPLE OF PHOTOGRAPHY TAKEN NOVEMBER 9, 2017
CSX freight train, gravel roadbed west of tracks; looking west, uphill to exclusive subdivision;
Bottom row: looking east, then south from on-grade crossing

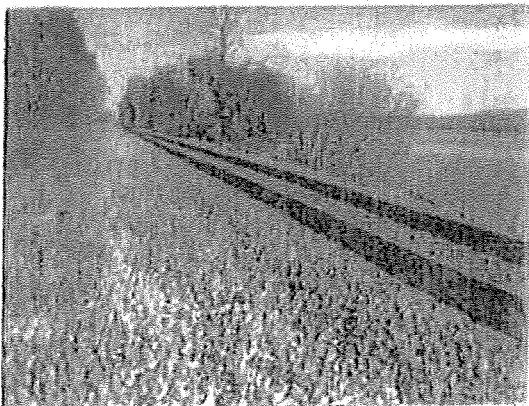
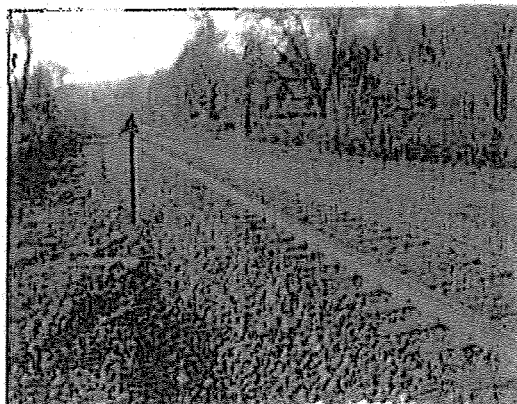
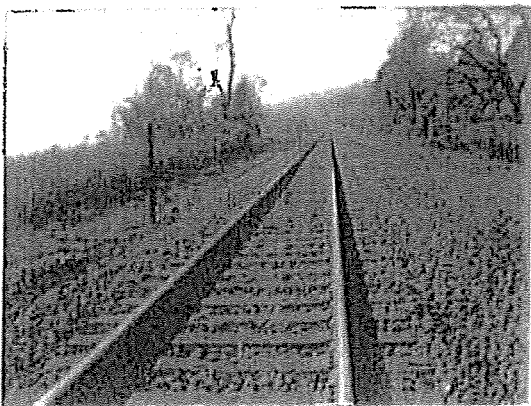
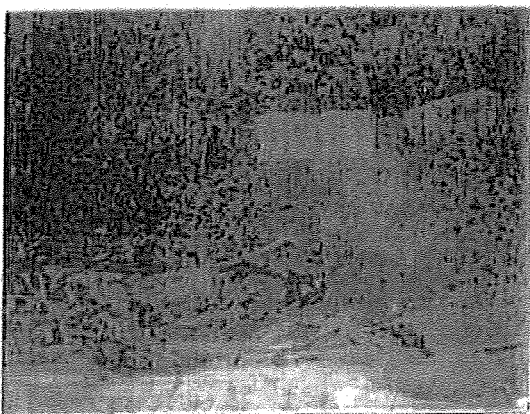


SAMPLE OF PHOTOGRAPHY TAKEN NOVEMBER 9, 2017
More views of on-grade crossing; remains of boat launch, shed
Bottom row: views north and south at water's edge on peninsula of parcel 121-2-1



SAMPLE OF PHOTOGRAPHY TAKEN NOVEMBER 9, 2017

**Looking west from boat launch to second train passing; middle row: looking southward
Bottom row: looking northeasterly to peninsula, then southwesterly to upscale subdivision**



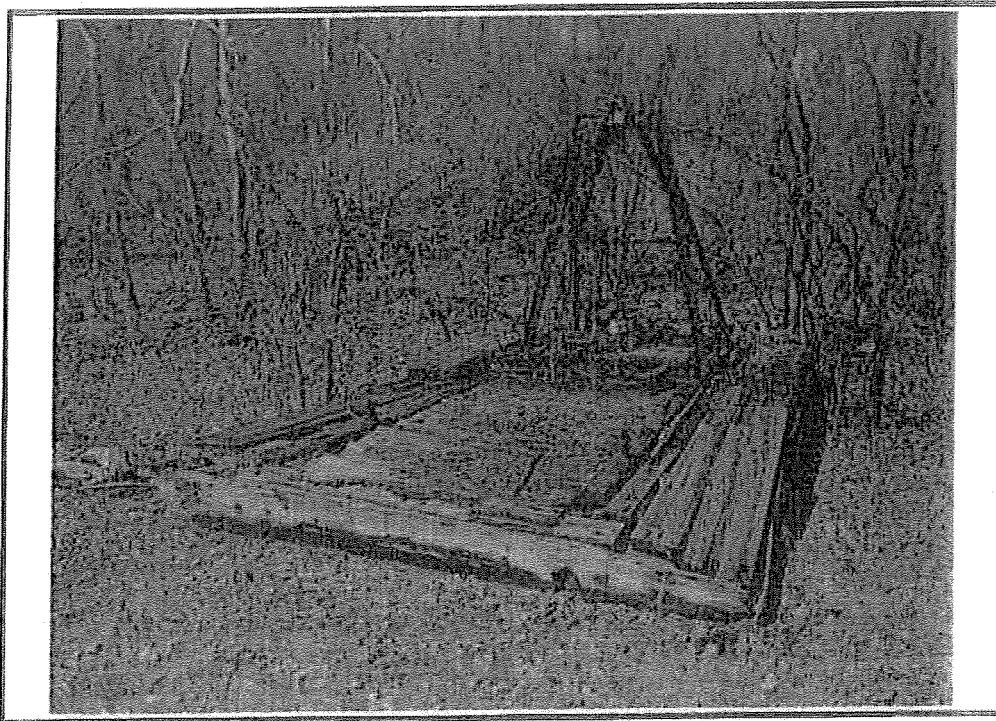
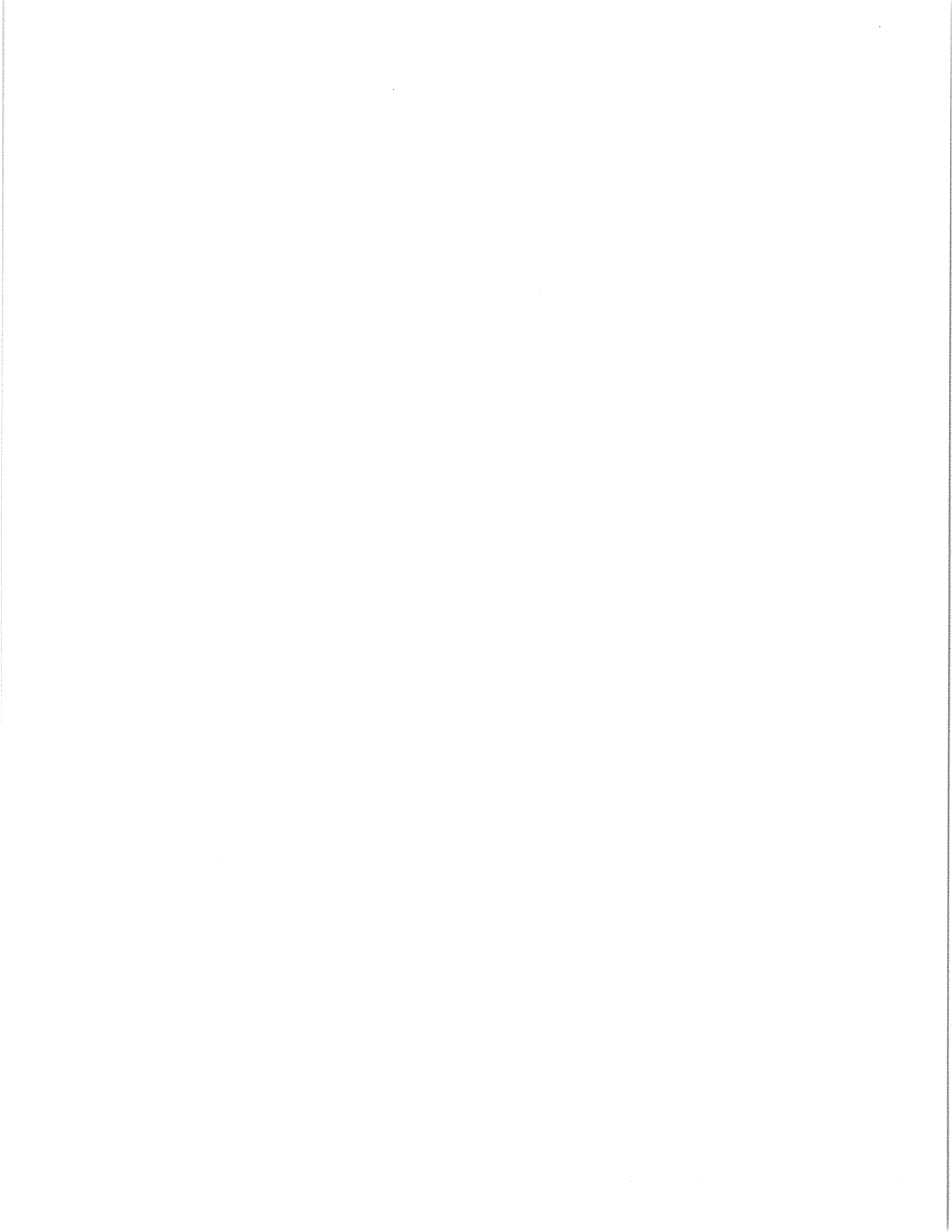


Photo #31 (facing north): Mooring/anchor barge on northern part of Area A. White container appears to be gas tank associated with this vessel with no evidence of a release.



Photo #32 (facing southeast): View of the Area B peninsula.

↳



Hill-N-Dale Abstracters, Inc.

POST OFFICE BOX 547

GOSHEN, NEW YORK 10924

OFFICE: 845-294-5110 COUNTY BUILDING: 845-294-6913 NEWBURGH TIE LINE: 845-564-6150 FAX: 845-294-9581
WEB: www.hillndaleabstracters.com

**AGENT FOR
Westcor Land Title Insurance Company**

May 11, 2021

**Mark Taylor, Esq
Rider, Weiner, & Frankel, PC
655 Little Britain Road
New Windsor, NY 12553**

**Re: Title Number HN 69692
 Premises Premises
 County Orange
 Parties New York Central Lines LLC**

Dear Mr. Taylor:

Pursuant to your request we have examined the deeds into the Railroad pertaining to premises known as Section 20 Block 2 Lot 11 situated in the Town of Newburgh.

Enclosed please find copy of Deed Liber 307 page 534 which covers area "4" shown on the attached map entitled Right of Way and Track Map West Shore Railroad.

The party of the first part reserved in the above mentioned deed riparian rights and the right to cross the lands conveyed to the New York West Shore and Buffalo Railway Company.

We also enclosed Deed Liber 530 page 152 which covers area "5" shown on the attached map entitled Right of Way and Track Map West Shore Railroad.

We note that this deed contains release language releasing the Railroad from maintaining the crossing.

We also enclose agreement in Liber 530 page 152 which allows the installment of a cast iron pipe and agreement in Liber 531 page 289 which allows the building of a overcrossing.

It appears by the documents that there are rights to cross the Railroad property, however, such rights would be subject to the terms and conditions contained in said Instruments.

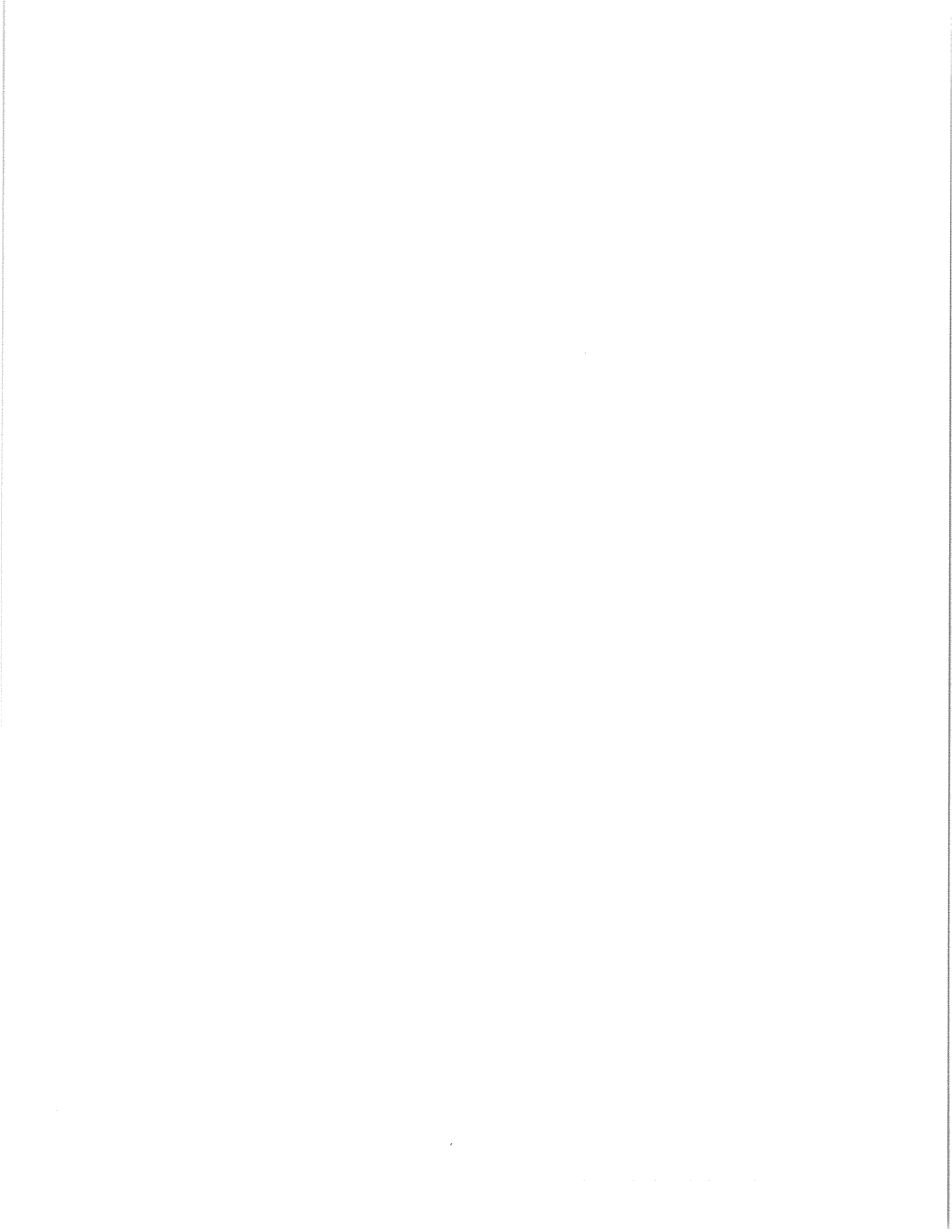
We would suggest that the documents be presented to a licensed surveyor and have him/her locate the crossings more precisely

Very truly yours,

A handwritten signature in black ink, appearing to be "John M. Wood", written over a horizontal line.

John M. Wood

JMW:amm
Enclosure



that she executed the same freely and without any former
compulsion of her said husband

James W. Sampson & Martin Chumney,
State of New Jersey
County of Essex
of Essex and Clerk of the Superior Court and Chief Clerk
Court of Common Pleas of said County do hereby certify
that said bonds are copies of record that James W. Samp-
son, whose name is subscribed to the certificate of proof
of acknowledgment of the annexed instrument was
at the time in taking the same a Master in Chancery
of the County of Essex, New Jersey, and qualified
and sworn, and qualified to act as such that said
master has in duty authorized by the laws of the State
of New Jersey, to take the proof and acknowledgment of
deeds and other instruments in writing that the annexed
instrument is executed and the proof of acknowledgment
is taken in full compliance with the laws
of said State that I am well acquainted with the
handwriting of said master and verily believe his
signature to the same is genuine. In testimony whereof
I have hereunto set my hand and affixed my official
seal at the City of Newark in said County of Essex
this second day of September A.D. 1881

By Wm A. Smith Clerk
A True Record Given September twenty fourth 1881 at
Eight O'clock of the AM Wm A. Gray Clerk

This Indenture made this third day of October
in the year of our Lord one thousand eight hundred
and eighty one between Leander Clark Jr and wife
his wife of the Town of Newburgh County of Westchester
New York party of the first part and the West Shore and
Buffalo Railway Company party of the second part
Messrs. that the said parties of the first part in
consideration of the sum of four thousand dollars
to them in hand paid by the said party of the
second part the receipt whereof is hereby acknowledged
and that the said party of the second part do hereby
sell, alien and convey unto the said party of the first
part its successors assigns and assigns forever

all that parcel of land and land under the waters of the
 Keokuk River situate in the County of Keosauqua (County
 of New York) and extending an equal distance on
 each side of a center line designated as the center line
 of the Keosauqua West Branch and Buffalo Railway on a
 map profile and certificate of location thereof on
 file in the clerk's office of Keosauqua County, which
 said center line is described as follows: Beginning in
 the south line of lands of said Charles DeLoak at a
 point in the center line of said railway designated
 on said map as station one hundred and forty
 one plus forty three 141 + 43, and running thence
 north fifty five degrees east eighty three hundred and
 eighty seven feet to a point in said center line
 designated on the map aforesaid as station one
 hundred and sixty plus thirty 160 + 30 in the direction
 line between lands of said DeLoak and lands of
 Cornelia Hays South's said strip of land is nearly
 nine feet in width or forty nine feet six inches wide
 on each side of the center line aforesaid from
 station one hundred and forty one plus forty
 three 141 + 43 aforesaid to station one hundred
 and forty four (144) from station one hundred
 and forty four (144) to station one hundred
 and forty five (145) it gradually narrows on each
 side of said center line being sixty six feet wide
 at station one hundred and forty five (145) and
 station one hundred and forty five (145) from
 station one hundred and forty five (145) to station one
 hundred and sixty plus thirty 160 + 30 aforesaid
 said strip is sixty six feet wide or thirty three
 feet on each side of said center line containing
 in all three acres and nearly one thousand
 of an acre of land parts of the several portions
 to make a new road west of said railway from
 the clay bank on said DeLoak's property to intersect
 the present road to the pig shed as good as the
 present road all material taken out of said
 road to be deposited near the dwelling house
 on said DeLoak's property as said DeLoak shall direct and
 no material taken from said DeLoak's property
 shall be used on any other land owned

Party of second part also agrees to build a culvert under
 its said road to carry off surface water at some point
 about two feet width of this base being hereby also
 the width of said culvert which shall be equal to the width of the said
 or greater if necessary. Party of first part reserves the
 right to mine all buildings, frame and above described
 strip of land all to be moved on or before December
 1881 except kiln shed which is to be removed on or
 before May 1 1882. Party of the first part also reserves
 all his rights as riparian owner in otherwise in and
 to all lands above and under water just above above
 described strip with the right to cross over above
 described strip of land in any manner and in any way
 with the use of said strip for railway purposes.

Together
 with all and singular the benefits hereunto and
 appurtenances thereto belonging or in anywise apper-
 taining and the provision and covenants herein set
 remembered unto issue and profits thereof and also
 all the estate right title interest claim right of down
 property possession claim and covenants and whatsoever
 as well in law as in equity of the said parties of the
 first part of in and to the above described premises
 and every part and parcel thereof with the appurten-
 ances To Have and To Hold all said singular the
 the above mentioned and described premises together
 with the appurtenances with the said party of the
 second part and its successors assigns forever
 and the said party of the first part, executors and
 assigns may build maintain rebuild and
 operate a railroad therein together with all structures
 connected therewith and the said Isaac C. Clark for
 said party of the second part and agrees to and with the said
 the party of the second part that at the time of making
 this conveyance he is the lawful owner of the
 premises above granted and he is seized of a
 good and indefeasible estate of inheritance in fee
 simple therein and that there are free and clear of
 incumbrance down rights and of all incumbrances
 whatsoever and that the premises thus conveyed
 in the quiet and peaceable possession of the
 said party of the second part its successors &

assigns he will forever warrant and defend against
 any person whomsoever lawfully claiming the same
 or any part thereof. In witness whereof the parties of
 the first part have hereunto set their hands and
 seals the day and year first above written
 sealed & delivered in the presence of
 Isaac on one page before mentioned
 Howard Thornton
 Leander Clark Jr.,
 Juliette Clark

State of New York) On this third day of October, in the
 County of Albany) year one thousand eight hundred
 and eighty one before me the subscribers personally
 Leander Clark Jr. and Juliette his wife to me known
 to be the individuals described in and who executed
 the foregoing instrument and they severally acknowledged
 signed that they executed the same
 Howard Thornton Notary Public
 A True Record Certified October fourth 1881 at Albany N.Y.
 Henry C. Allen
 Chas. W. Tracy, Clerk

This Indenture made this twenty sixth day of
 September in the year of our Lord one thousand eight
 hundred and eighty one between Joseph H. Bartlett
 (Contractor) of the Town of Saratoga County & County
 (New York) party of the first part and the New York
 West Shore and Buffalo Railway Company party of
 the second part. Witnesseth that the said party of the
 first part in consideration of the sum of Three thousand
 and Dollars and the agreements hereinafter contained
 to him and his heirs and assigns by the said party of the second
 part the receipt whereof is hereby acknowledged
 both granted bargained sold aliened and conveyed
 and by these presents doth grant bargain sell
 alien and convey unto the said party of the second
 part its successors assigns forever in fee
 simple

all that parcel of land and land under the
 waters of the Hudson River situate in the Town
 of Saratoga County New York and State of New York
 being and being more fully described as follows to wit
 feet one inch on each side of the center line
 of the New York West Shore and Buffalo Railway
 on a map profile and certificate of location

A true record entered January 19th 1912 at 4 P.M.

J. B. M. [Signature] Clerk.

This Indenture made the third day of August in the year nineteen hundred and eleven. Between Patrick J. Lynch and Alice G. Lynch his wife of Haverstraw, Rockland County, New York, parties of the first part and The New York Central and Hudson River Railroad Company a corporation organized and existing under the laws of the State of New York, having its residence (principal office) in the City of Albany, Albany County, New York party of the second part. Witnesseth that the said parties of the first part in consideration of one dollar lawful money of the United States, paid by the party of the second part, the receipt of which is hereby acknowledged do hereby grant and release unto the said party of the second part its successors and assigns forever.

ALL that certain lot, piece or parcel of land, situate, lying and being in the town of Newburgh, County of Orange and State of New York, bounded and described as follows:- Beginning at a point in the northwesterly line of that parcel of land conveyed by Leander Clark Jr. and wife to the New York West Shore and Buffalo Railway Company by deed dated October 3, 1881, recorded in the office of the Clerk of said County, in Book No. 307 of deeds page 534, and in the southerly line of that parcel of land conveyed by Cornelia G. Ayers and others to the party of the second part by deed dated April 4, 1907 recorded in the office of the Clerk of said County in Liber 492 of deeds page 288, said point of beginning being the northeasterly corner of land of the party of the first part and distant thirty three (33) feet at right angles from the center line situate midway between the inner rails of the two (2) main tracks of the West Shore Railroad; and running thence southwesterly along the northwesterly line of said parcel of land conveyed by said Clark Jr., and wife by deed as aforesaid, parallel with said center line, one thousand five hundred (1,500) feet more or less to a corner or angle, thence continuing southwesterly and along the northwesterly line of said parcel of land conveyed by said Clark Jr., and wife by deed as aforesaid, to a point distant northwesterly forty eight (48) feet at right angles from said center line; thence northeasterly parallel with said center line, one thousand five hundred and eighty (1,580) feet more or less to the southwesterly corner of said parcel of land conveyed by said Ayers and others by deed as aforesaid, said corner being in the northerly boundary line of land of the party of the first part; thence easterly along said boundary line to the place of beginning. Containing five hundred and twelve thousandths (0.512) of an acre of land more or less.

LS30
4/15/12
Recorded:
1.11.12

In Presence of Charles C. Chappell.

State of New York
County of Orange, SS.

On this 16th day of January in the year one thousand nine hundred and twelve before me, the subscriber personally appeared John B. Swezey Referee etc of the Village of Goshen, New York, to me known to be the same person described in and who executed the within instrument and acknowledged that he executed the same.

Charles C. Chappell, Justice of the Peace.

A true record entered January 19th 1912 at 2-40 P.M.

J. M. [Signature] Clerk.

This Agreement made this 3rd day of August 1911, between the New York Central & Hudson River Railroad Company, Lessee of the West Shore Railroad party of the first part hereinafter called the Central Company and Patrick J. Lynch party of the second part. Witnesseth, that Whereas the Central Company owns a right of way through the lands now owned by the said Patrick J. Lynch, there being a reservation in the deed for said right of way reserving to the grantor the right to cross said above described strip of land in any manner not inconsistent with the use of said strip for railway purposes, and Whereas the said Patrick J. Lynch desires a crossing for conveying sand or other material across the right of way of the Central Company which will not be subject to interference from passing trains,

Now therefore in consideration of the covenants and agreements herein contained and of the sum of one dollar each to the other duly paid, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:
First. The Central Company agrees to build and maintain at its sole cost and expense a cast iron pipe undercrossing forty two (42) inches in diameter as is shown in plan and section upon the attached blue print entitled "N.Y.C. & H. R.R. Maintenance of Way Dept. River Division Proposed 42" C.I. pipe crossing for P.J. Lynch 1945' south of Roseton, Office of Div. Engr. Weehawken N.J., May 18th 1911. Revised July 12th 1911, Scale 1" - 100' Approved (signed) Patrick J. Lynch (signed) H.C. Thompson Div. Engr. (signed) G.W. Vaughan Engr. Maint. of Way (signed) Geo. W. Kittredge Chf. Engr. which blue print is hereby made a part of this agreement and the Central Company further agrees that the said Patrick J. Lynch shall have the right to build, install and operate at his sole cost and expenses through the above described undercrossing a conveying device for transporting sand or other material.

Second. Said Patrick J. Lynch, party of the second part hereto does hereby covenant and agree to surrender, release and discharge and does hereby surrender, release and discharge the party of the first part its successors and assigns of and from any and all obligations, whether imposed by deed other instrument in writing, statute or otherwise, to construct and maintain any crossings whatsoever over

Town of Westborough
County of Middlesex
State of New York

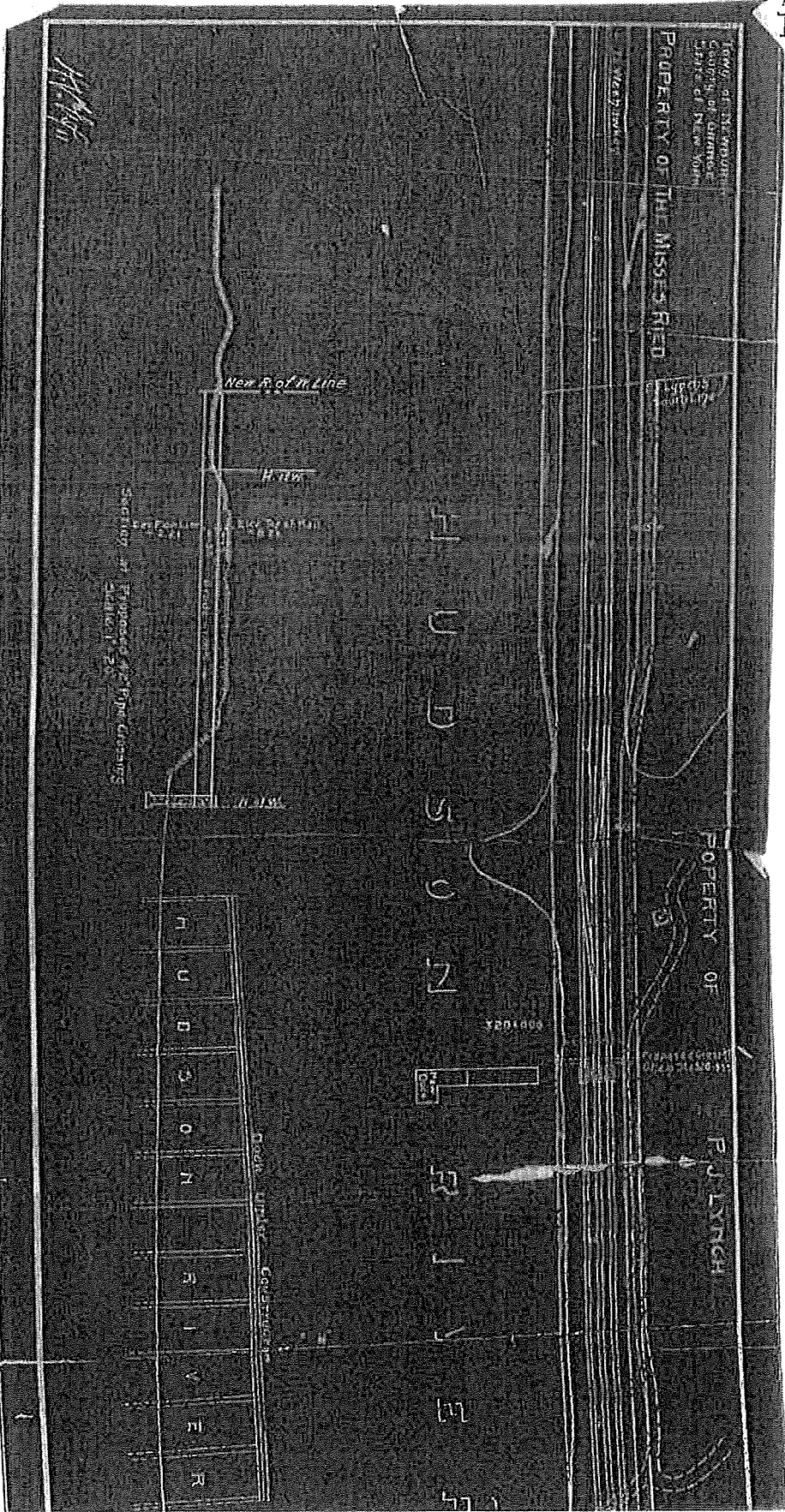
PROPERTY OF THE MISSISSIPPI RIVER

1870

PROPERTY OF

1870

PROPERTY OF



Handwritten initials or signature in the top left corner.

Executor of the Last Will and Testament of Harriet A. Low deceased, by deed do
December 16th in the year one thousand nine hundred and one and recorded in the
Orange County Clerk's Office on the 27th day of December 1901 in Liber 456 of deeds at
page 47. Being a portion of the premises heretofore conveyed to George C. Warren by
Mina C. Ferguson and John Ferguson her husband by deed dated November 25th 1911 and
recorded in the Orange County Clerk's Office December 23rd 1911 in Liber 529 of deeds
at page 305.

Together with the appurtenances and all the estate and rights of the
parties of the first part in and to said premises. To Have and to Hold the above
granted premises unto the said party of the second part his heirs and assigns forever.
And the said George C. Warren party of the first part does covenant with said party
of the second part First. That the said George C. Warren party of the
second part shall quietly enjoy the said
premises in fee simple and has good right to convey
the same unto the said party of the second part shall quietly enjoy the said
premises are free from encumbrances. Fourth. That
the said George C. Warren party of the
second part shall execute or procure any further necessary assurance
to quieten the title to said premises. In Witness Whereof the
parties of the first part have hereunto set their hands and seals the day and

Ph: (845) 294-5110 FX: (845) 294-9581

AGREEMENT
TO BUILD
OVERCROSSING
IN PLACE OF
CAST IRON PIPE
www.hilindaleabstractors.com

George C. Warren L.S.
Cora A. Warren L.S.

of Orange SS.
City of Middletown
Warren his wife to me known and known to me to be the same persons described in and who
executed the within Instrument and they acknowledged to me that they executed the
same. A.C.N. Thompson, Notary Public.
A true record entered March 18th 1912 at 9 A.M.

J. D. McEgert Clerk.

AGREEMENT made this 20 day of February 1912 by and between The New
York Central and Hudson River Railroad Company, Lessee of the West Shore Railroad,
called the Central Company, party of the first part and Patrick J. Lynch of Haverstraw
N.Y. party of the second part. Witnesseth, Whereas the parties hereto entered into
an agreement under date of August 3, 1911 duly recorded in the office of the County
Clerk of Orange County, January 19, 1912, in and by which the Central Company agreed
to build and maintain at its sole cost and expense a cast iron pipe under crossing 42
inches in diameter as shown upon a plan and section upon the blue print attached to

521
4289
Lynch
1/21/12

shall be built in place of the undercrossing provided for in said agreement.

Now Therefore in consideration of the covenants and agreements herein contained and of the sum of one dollar each to the other duly paid, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:-

The Central Company agrees to build and maintain at its sole cost and expense an overcrossing at the place and of the character as shown in plan and section thereof upon the attached blue print entitled "N.Y.C. & H. R.R.R. Leased and Operated Lines W.S.RR. River Division. Map to accompany Agreement with Patrick J. Lynch for Additional right of way and overhead Bridge south of Roseton, Office of Chief Draughtsman, New York, Feb. 3, 1912. Scales Indicated. Issue A" which blue print is hereby made a part of this agreement and the Central Company agrees that said Patrick J. Lynch shall have the right to build, install and operate at his sole cost and expense upon said overcrossing a conveying device for transporting sand and other material. The construction, maintenance, repair, use and operation of such conveying device shall at all times be subject to the approval of the Chief Engineer of the party of the first part. The said Central Company is hereby released from all obligation under said agreement of August 3rd 1911 between the parties hereto to construct and maintain said undercrossing. Except as herein and hereby modified the said agreement of August 3rd 1911 is hereby ratified and confirmed. All the covenants and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. In Witness Whereof the parties hereto have executed this instrument in duplicate the day and year first above written.

The New York Central and Hudson River Railroad Company

By W.C. Brown, President (LS)

O.K. N & W Attest D.W. Pardee, Secretary.

Patrick J. Lynch L.S.

In Presence of H.W. Fawcett, as to Patrick J. Lynch.

#

#

#

#

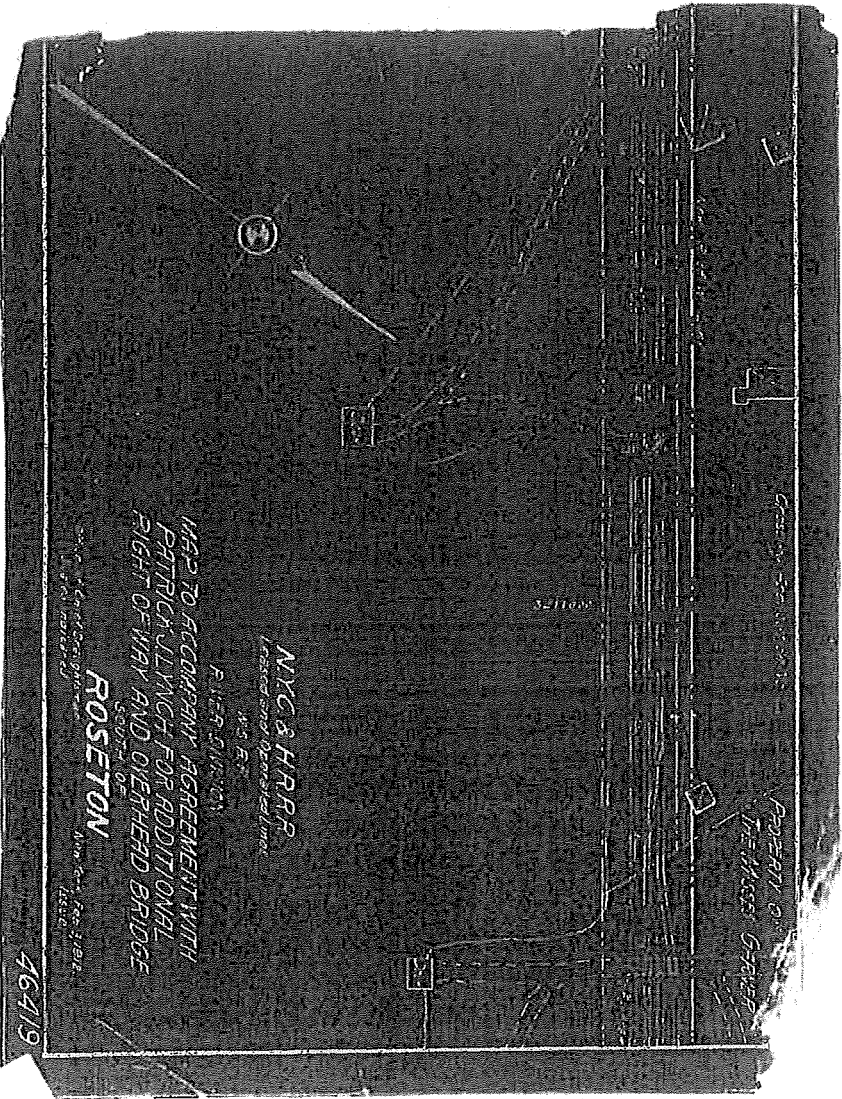
#

#

#

#

#



PROPERTY OF
THE HOUSE OF COMMONS

PROPERTY OF
THE HOUSE OF COMMONS

1998

NYC & HRRP
Lessons and Operational Issues

PL 107-103

READ TO ACCOMPANY AGREEMENT WITH
PATRICK ALLYNCH FOR ADDITIONAL
RIGHT OF WAY AND OVERHEAD BRIDGE

ROSETON

NYC & HRRP
Lessons and Operational Issues

46419

State of New York On this 8th day of March in the year nineteen
County of New York SS. hundred and twelve before me personally came
William C. Brown to me known who being by me duly sworn, did depose and say;
that he resides in New York City, N.Y.; that he is the President of The New
York Central and Hudson River Railroad Company, the corporation described in
and which executed the foregoing instrument, that he knows the seal of said
corporation, that the seal affixed to said instrument is such corporate seal;
that it was so affixed by authority of the Board of Directors of said corpor-
ation and that he signed his name thereto by like authority.

Andrew L. Horst, Notary Public, Westchester Co. N.Y.

Certificate filed in New York County No. 110 (LS)

New York Register No. 3293

State of New York No. 24238
County of New York SS. I, William F. Schneider, Clerk of the County
of New York, and also Clerk of the Supreme Court for the said County, the same
being a Court of record, do hereby certify that Andrew L. Horst has filed in
the Clerk's Office of the County of New York, a certified copy of his appoint-
ment and qualification as Notary Public for the County of Westchester with
his autograph signature and was at the time of taking the proof or acknow-
ledgment of the annexed instrument duly authorized to take the same. And
further that I am well acquainted with the handwriting of such Notary and
believe the signature to the said certificate of proof or acknowledgment
to be genuine. In Testimony Whereof I have hereunto set my hand and affixed
the seal of the said Court and County the 15 day of Feb. 1912.

Wm. F. Schneider, Clerk. (LS)

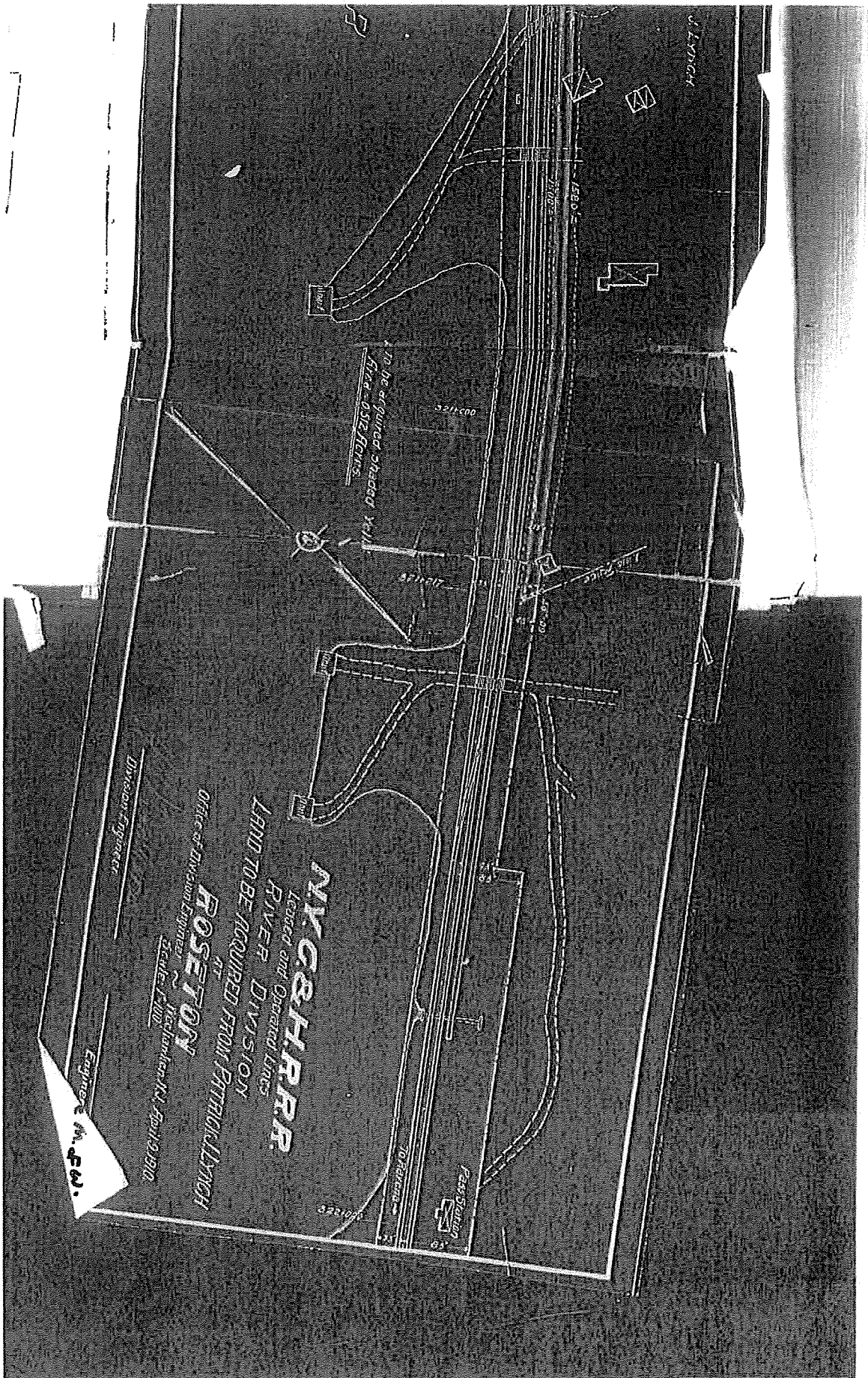
State of New York On this 26 day of February in the year nine-
County of Orange SS. teen hundred and twelve before me personally
came Patrick J. Lynch to me known and known to me to be the same person des-
cribed in and who executed the foregoing instrument and he thereupon duly
acknowledged to me that he executed the same.

M.W. Fawcett, Notary Public, Orange County.

A true record entered March 18th 1912 at 9 A.M.

J. M. [Signature] Clerk.

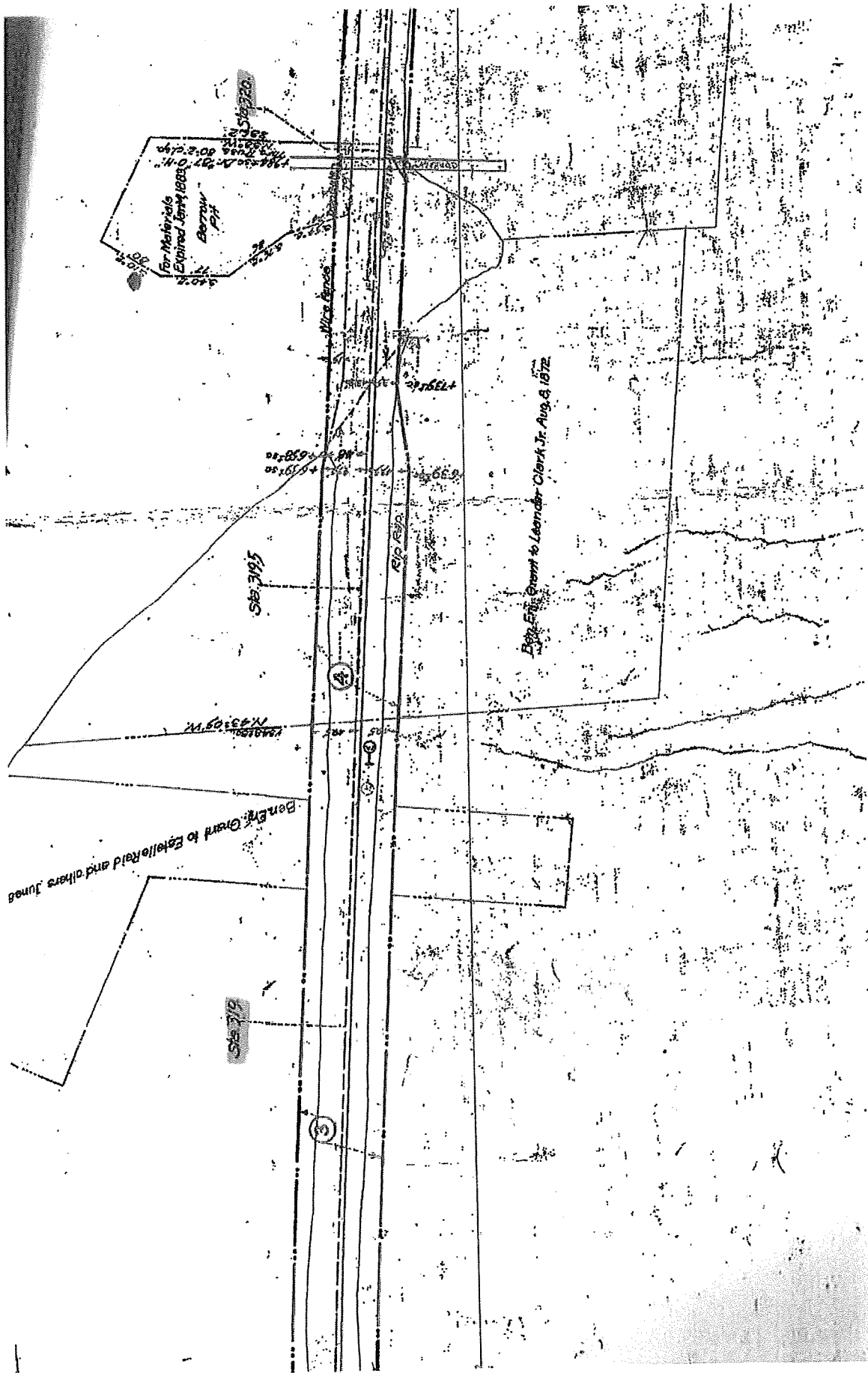
This Indenture made this 26th day of February in the year
of our LORD one thousand nine hundred and twelve (1912) between Wilmot
Moore and Sarah G. Moore his wife of the city of Middletown, Orange County
New York, parties of the first part and Mary L. Dunlap of the same place,
party of the second part. Witnesseth, that the said parties of the first
part for and in consideration of \$1.00 to them in hand paid by the party of



Division Engineer

NYC&H.R.R.
 Leased and Operated Lines
 RIVER DIVISION
 LAND TO BE ACQUIRED FROM PITTSBURGH
 AT
ROSETON
 Office of Division Engineer
 Westchester, N.Y. 10590
 Scale: 1"=100'

Engineer W. F. W.



For Materials
Expired Jan'y 1883
Ben Ely
P.M.

S 85° 30' E

Ben Ely Grant to Estelle Reid and others June 8

Ben Ely Grant to Leonard Clark Jr. Aug. 8, 1872

4

3

2

S 85° 30' E

N 93° 05' W

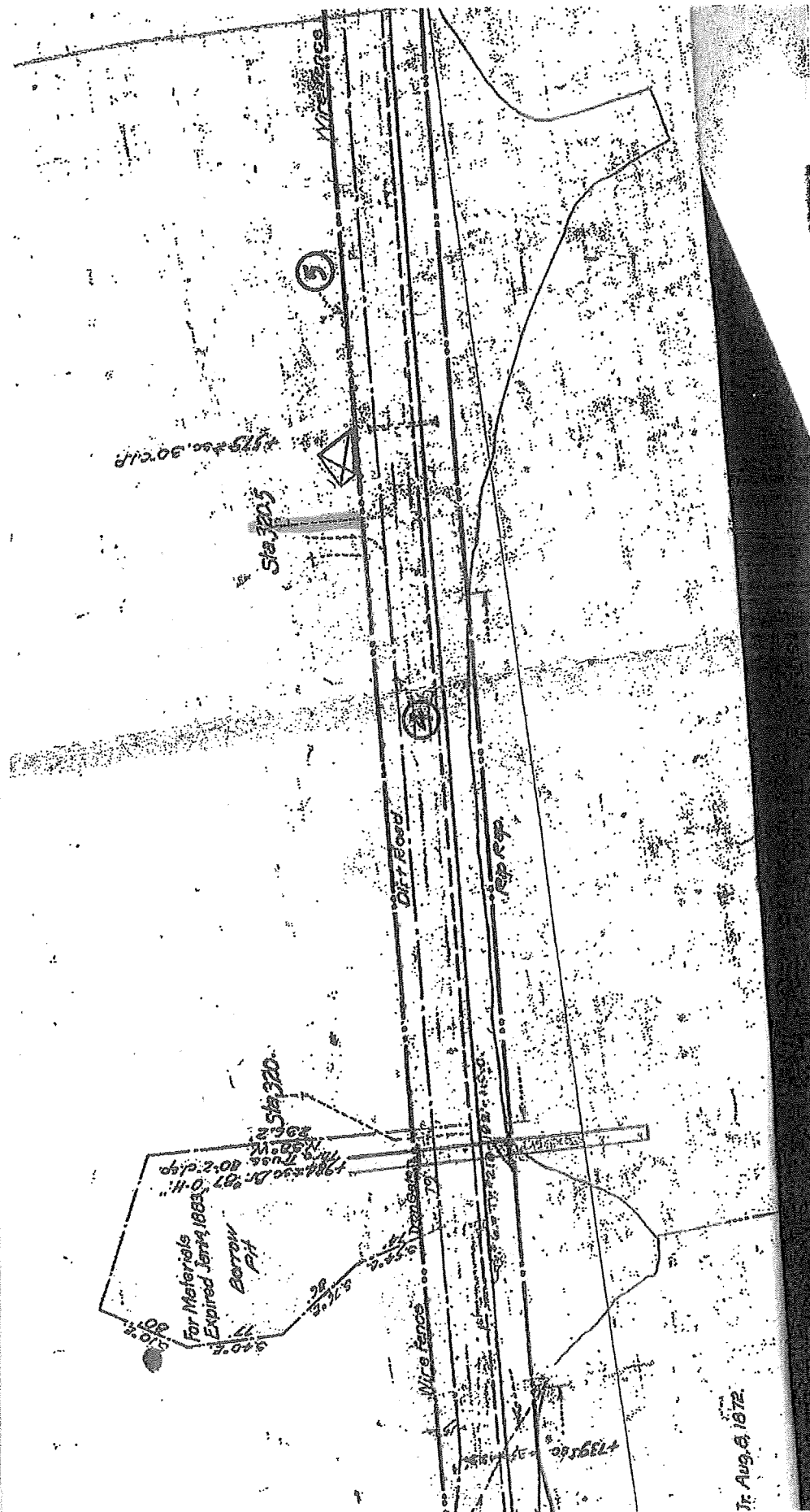
R 10 1872

7562+

82-850
82-850

S 85° 30' E

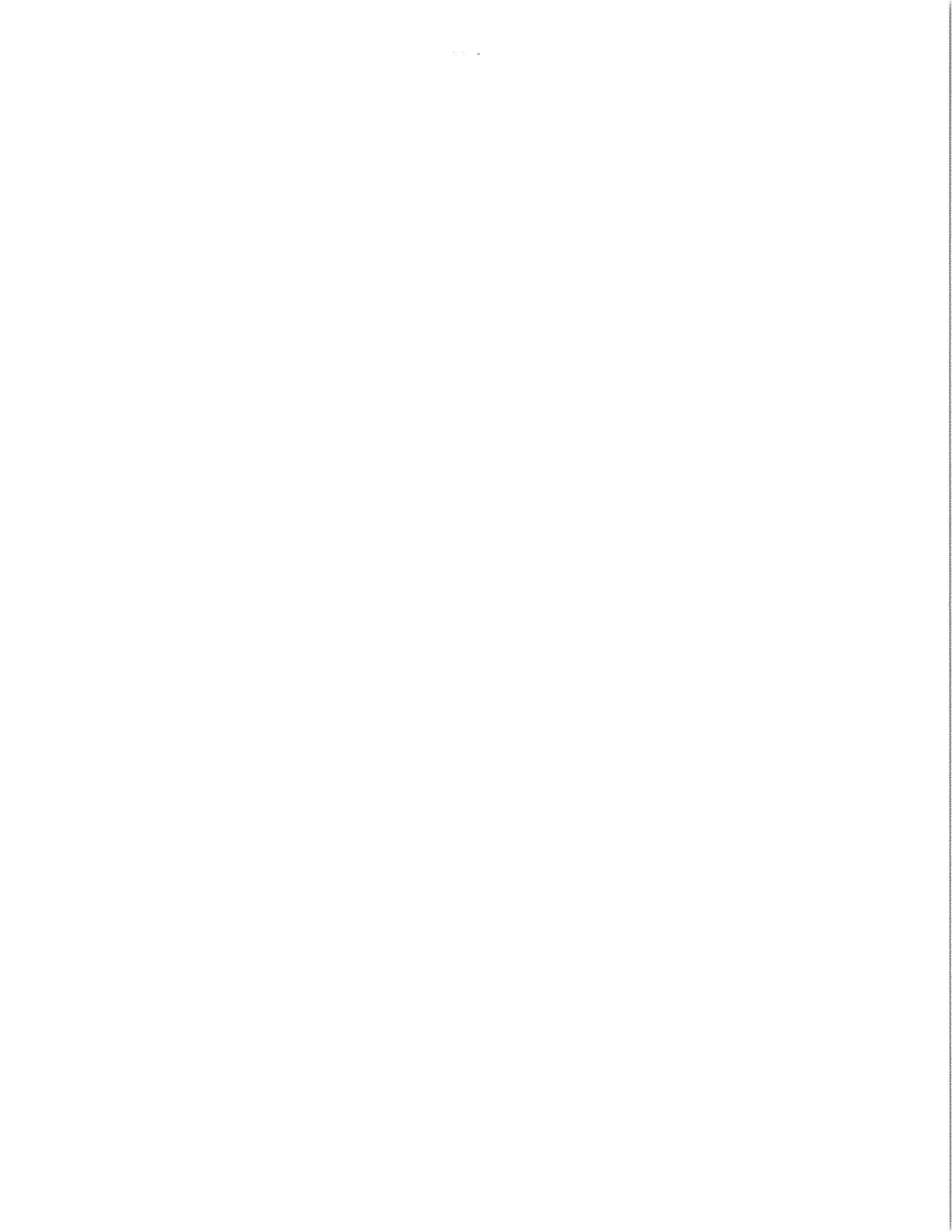
N 77° 0' W
80° 2' 45"



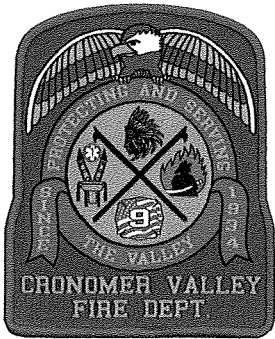
Sta. 325
 475.00, 30' c/p

Sta. 320
 1914. Dr. 27. 0 ft.
 1914. Truss. 40 ft. 2. 4 ft.
 1914. W. 29 ft. 2.
 For Materials Expired Jan 4, 1883, 0 ft.
 Borrow Pit

7: Aug. 8, 1872.



#7



CRONOMER VALLEY FIRE DEPARTMENT
296 North Plank Road
Newburgh, New York 12550
(845)564-4011 FAX 564-4451



Robert W. Dorrmann
Chief

Richard Tuttle
Deputy Chief

Frank Patterson Jr
Assistant Chief

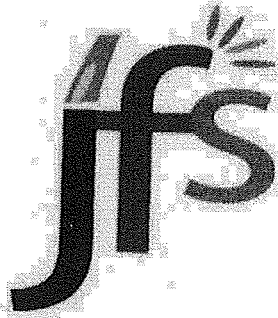
January 12, 2023

To the Town of Newburgh Town Board,

In reference to the proposed subdivision for Hudson Asset Homes and Michael Maher located on Rt 300 (SBL 14-1-51), I have reviewed the driveway access and bypass area provided in the site plan design for emergency apparatus and find it acceptable. Please advise if further is needed.

Sincerely, Robert Dorrmann

Chief Cronomer Valley Fire Dept.
296 North Plank Rd
Newburgh, N.Y. 12550



**Memorandum of Agreement between Jewish Family Service and the
Town of Newburgh Friendly Visitor Program**

Re: Friends of Seniors

January 1, 2023 - December 31, 2023

This agreement between Jewish Family Service (JFS) and the Town of Newburgh Friendly Visitor Program (FVP), regarding the Friends of Seniors (FOS) seeks to solidify the collaborative partnership between the two organizations, while preserving the rights and privileges of each organization. This agreement seeks to outline the responsibilities of each organization, in the hopes of ensuring a sound working relationship between Jewish Family Service and FOS. This agreement is to be reviewed and renewed annually.

Jewish Family Service agrees to:

- Promote the partnership between the Town of Newburgh Friends of Seniors Friendly Visitor Program and JFS which may include listing in brochures, flyers, pamphlets, news articles, social media posts, JFS website or media announcements. JFS will make available to the FOS all such materials.
- Provide a liaison to work with the Town of Newburgh FVP coordinator and/or designee. The liaison will attend all advisory committee meetings, present neighbor activities, attend special events and share JFS communications.
- Assist the coordinator and/or designee with problematic neighbor or volunteer concerns. The liaison will train the coordinator to perform new neighbor intakes and home assessments.
- Accept referrals for counseling, care giver support services, Alzheimer's and related dementias, and case management of neighbors in the Town of Newburgh FVP.
- Meet with coordinator and/or designee quarterly to provide additional trainings and community information.
- Provide a temporary JFS staff Program Coordinator or designee to maintain the program when the coordinator position is temporarily vacant, up to 30 days, and/or when the coordinator is on vacation or sick leave to provide continuity of services for residents of the Town of Newburgh.
- Provide necessary access and training for the coordinator to use the Volunteer Hub database. (Refresher Training Available)
- Provide mandatory trainings to all volunteers.
- In addition to the mandatory trainings, optional trainings will be offered that the volunteers and coordinator are encouraged to attend quarterly.
- Conduct background checks on all new volunteers.
- Provide general volunteer liability insurance of \$1,000,000 and supplemental automobile liability insurance to all volunteers while they perform volunteer duties under the Town of Newburgh

- Friends of Seniors/Friendly Visitor Program name. In addition, JFS will furnish the Town of Newburgh with a Certificate of Insurance with the municipality named on the policy.
- Enter all volunteers and neighbors in the JFS database and track all services provided by the volunteers. As a result, JFS will provide a monthly report to the Town of Newburgh Friendly Visitor advisory committee, coordinator and/or designee (by the 10th of each month for the previous month activities).
 - Maintain social media sites in coordination with the coordinator and/or designee.

FOS agrees to:

- Maintain a Town of Newburgh Friends of Seniors (FOS) Friendly Visitor Program Advisory Committee.
- Facilitate FOS Advisory Committee meetings at a centralized location regularly (six meetings per year). These can also be held virtually.
- Identify and provide a coordinator to work with JFS.
- Identify a designee to work with JFS as a liaison for the Town of Newburgh.
- Promote the partnership between the FOS Friendly Visitor Program and JFS. This may include listing Jewish Family Service in brochures, flyers, pamphlets, news articles, or media announcements for anything related to the FVP services. Any materials designed by the Town program that highlights the partnership between JFS and the FOS will be shared with JFS and appropriate logos will be included.
- Post trainings and/or announcements for both the FOS and JFS on the municipality page, social media pages, and property.
- Recruit volunteers and neighbors for the FOS Friendly Visitor Program.
- Perform intakes (home assessments) on all appropriate neighbors requesting services unless operational agreement is made between JFS and the Town Coordinator in which JFS performs this task. Changes will be communicated with Town Liaison.
- Provide, if able, meeting space for the recruitment and training of volunteers. Virtual opportunities are also available when space is limited.
- Provide referrals of care recipients needing other services to JFS.
- Keep electioneering separate from all FVP outreach events.
- Provide JFS program funding within the Town of Newburgh yearly budget projections.

For the above services, the Town of Newburgh will pay the annual amount of **\$5,000** which includes:

- General/Professional Liability,
- Background Checks,
- Volunteer Accident Insurance, 1,000,000 coverage with Town of Newburgh being a named additional insured.
- JFS coverage when the Town Coordinator is not available,
- Volunteer Training and Volunteer Hub Training,
- re-design of Rack Cards as needed, as determined by JFS
- Access to the Volunteer Hub software for coordinating events.

Additional Cost

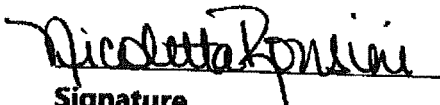
- The Town of Newburgh is responsible for printing costs for additional marketing materials including replenishment of rack cards – based on printing prices at the time of request and amount requested.

Each party agrees to defend and indemnify the other from all actions, claims, damages etc. which may be made against such party as a result of the negligence of the indemnifying party.

The undersigned have reviewed the above and agree to the items outlined. This agreement is in effect for one year, starting January 1, 2023. Each party may exit this agreement at any time, for any or no cause, providing that the other party is given 30 days' notice. Notice must be given in writing.

Jewish Family Service of Orange County
720 Route 17M
Middletown, NY 10940

Town of Newburgh
1496 Route 300
Newburgh, NY 12550


Signature

Signature

Nicoletta Ronsini
Director
Friendly Visitor Program &
Developmental Disabilities Services
Print Name, Title

Print Name, Title

02/17/2023
Date

Date



JEWISH FAMILY SERVICE OF ORANGE COUNTY, INC.
 720 ROUTE 17M, MIDDLETOWN, NEW YORK 10940
 845.341.1173 F 845.342.6436 WWW.JFSORANGE.ORG

Invoice

JFS Tax ID #: 14-1731791
DUNS #: 059354469

Bill To:

Town of Newburgh
 1496 Route 300
 Newburgh, NY 12550

Date:

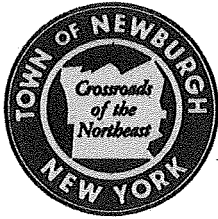
January 2023

| Date | Description | Year Total | Unit | Total |
|-------------------------|--|------------|--------|------------|
| January - December 2023 | <ul style="list-style-type: none"> • Program promotion, coordination, oversight, ongoing training & technical assistance • Volunteers: trainings, background checks & materials • Online support, activity tracking & reporting | \$5,000 | 1 year | \$5,000 |
| | Friendly Visitor Program | | | |
| | | | | |
| | | | | |
| | PLEASE REMIT! | | | |
| Subtotal | | | | \$5,000.00 |
| Tax | | | | n/a |
| Total Due | | | | \$5,000.00 |

SEND REMITTANCE TO:

JEWISH FAMILY SERVICE OF ORANGE COUNTY, INC.
 720 ROUTE 17M, MIDDLETOWN, NY 10940

#9A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing T-94 Account

Date: 2/16/23

I am requesting authorization to use the T-94 account to pay for Vet service: F.A.H.

*Totaling: \$ 206.60

Canine: \$ 206.60

Feline: \$

Other: \$

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

ID # 69533

DEPARTMENT

TONAC

CLAIMANT'S
NAME
AND
ADDRESS

VCA Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

TERMS

February 2023 vouchers

Order No.

DO NOT WRITE IN THIS BOX

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

Vendor's Ref. No.

| Date | Quantity | Description of Materials or Services | Unit Price | Amount |
|------------------------------------|----------|---|------------|-----------|
| 2-4-23 | 1 | IAU # 535 661 8487 2023-2-04 (M) Carman Shepard | \$ | 89.40 |
| 2-4-23 | 1 | Tru # 535 661 8489 Bella (F) Shepard Dog | \$ | 117.20 |
| (See Instructions on Reverse Side) | | | TOTAL | \$ 206.60 |

Jean Tobin

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 206.60 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.

2-8-23

DATE

Jean Tobin

SIGNATURE

Act Manager

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.

2/16/23

DATE

[Signature]

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

[Stamp]



VCA Flannery Animal Hospital PC
 789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Flannery Animal Hospital | Date: 2/7/2023 at 10:18 | Invoice: 5356618487 | Cashier: Jean T

| Client | Patient |
|---|---|
| Town Of Newburgh 2023- Animal Control (#69533) | 2023-2-04 Male German Shepherd (#151985) |
| 645 Gidney Ave Newburgh, NY 12550 | Species: Canine (Shepherd Dog, German) Sex: Male Color: Black And Tan Birth: Age: Weight: |

Detailed Visit Information

| Date | Description | Qty | Price | Tax | Total Price |
|----------|-------------------------|------|---------|--------|-------------|
| 2/4/2023 | Boarding Animal Control | 1.00 | \$44.70 | \$0.00 | \$44.70 |
| 2/5/2023 | Boarding Animal Control | 1.00 | \$44.70 | \$0.00 | \$44.70 |
| 2/6/2023 | Boarding Go Home Day | 1.00 | \$0.00 | \$0.00 | \$0.00 |

Subtotal: \$89.40

A Message from VCA

myVCA app is your tailor-made guide to raising a healthy and happy pet.

Invoice Summary

| Patient Name | Total Price | Total Tax | Total Due |
|--------------------------------|-------------|-----------|-----------|
| 2023-2-04 Male German Shepherd | \$89.40 | \$0.00 | \$89.40 |

| | |
|---------------|---------|
| Prev Balance: | |
| Total Due: | \$89.40 |
| Amount Paid: | |
| Amount Due: | |



For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.



VCA Flannery Animal Hospital PC
 789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Stillman | Date: 2/7/2023 at 10:20 | Invoice: 5356618489 | Cashier: Jean T

| Client | Patient |
|---|---|
| Town Of Newburgh 2023- Animal Control (#69533) | Bella 2023-2-04 Female German Shepard (#151984) |
| 645 Gidney Ave Newburgh, NY 12550 | Species: Canine (Shepherd Dog, German) Sex: Female Color: Birth: Age: Weight: |

Detailed Visit Information

| Date | Description | Qty | Price | Discount | Tax | Total Price |
|----------|---------------------------|------|---------|----------|--------|-------------|
| 2/4/2023 | Boarding Animal Control | 1.00 | \$44.70 | | \$0.00 | \$44.70 |
| 2/5/2023 | Boarding Animal Control | 1.00 | \$44.70 | | \$0.00 | \$44.70 |
| 2/6/2023 | Rabies Vaccine 3yr Canine | 1.00 | \$55.60 | -\$27.80 | \$0.00 | \$27.80 |
| | Boarding Go Home Day | 1.00 | \$0.00 | | \$0.00 | \$0.00 |

Subtotal: **\$117.20**

| | | |
|-----------|-------------------|----------|
| Discounts | Shelters/PetStore | -\$27.80 |
|-----------|-------------------|----------|

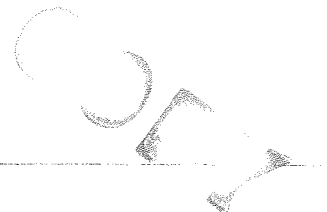
A Message from VCA

myVCA app is your tailor-made guide to raising a healthy and happy pet.

Invoice Summary

| Patient Name | Total Price | Total Discount | Total Tax | Total Due |
|---------------------------------------|-------------|----------------|-----------|-----------|
| Bella 2023-2-04 Female German Shepard | \$145.00 | -\$27.80 | \$0.00 | \$117.20 |

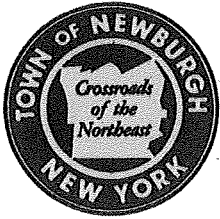
| | |
|---------------|----------|
| Prev Balance: | |
| Total Due: | \$117.20 |
| Amount Paid: | |
| Amount Due: | |



For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.
 1 of 1

#9B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing T-94 Account

Date: 2/23/23

I am requesting authorization to use the T-94 account to pay for Vet service: F.A.H.

*Totaling: \$ 89.40

Canine: \$ 89.40

Feline: \$

Other: \$

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

VOUCHER

DEPARTMENT

TOWNAL ID# 69533

Town Newburgh Animal Control

CLAIMANT'S
 NAME
 AND
 ADDRESS

VCA Flannery Animal Hospital
 789 Little Britain Road
 New Windsor, NY 12553

TERMS

Feb. 2023 Voucher

Order No.

DO NOT WRITE IN THIS BOX

| Date Voucher Received | | FUND - APPROPRIATION | AMOUNT | | VOUCHER NO. | |
|-----------------------|--|----------------------|--------|--|-------------|-------------|
| | | | | | | |
| | | | | | | VOUCHER NO. |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | | |
| Abstract No. | | | | | | |
| Vendor's Ref. No. | | | | | | |

| Date | Quantity | Description of Materials or Services | Unit Price | Amount |
|------------------------------------|-----------------|--------------------------------------|------------|--------|
| 2-12-23 | Inv# 5356619573 | 2023-02-12 MALINOIS (M) CANINE | | 89.40 |
| (See Instructions on Reverse Side) | | | TOTAL | 89.40 |

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 89.40 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.

2-15-23
DATE

Jean Tobin
SIGNATURE

Accts Manager
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.

2/23/23
DATE

[Signature]
AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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



VCA Flannery Animal Hospital PC
 789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Flannery Animal Hospital | Date: 2/14/2023 at 09:26 | Invoice: 5356619573 | Cashier: Jean T

| Client | Patient |
|---|--|
| Town Of Newburgh 2023- Animal Control (#69533) | 2023-02-12 Malinois (#152166) |
| 645 Gidney Ave Newburgh, NY 12550 | Species: Canine (Belgian Malinois) Sex: Male Intact Color: Tan Birth: Age: Weight: |

Detailed Visit Information

| Date | Description | Qty | Price | Tax | Total Price |
|-----------|-------------------------|------|---------|--------|-------------|
| 2/12/2023 | Boarding Animal Control | 1.00 | \$44.70 | \$0.00 | \$44.70 |
| 2/13/2023 | Boarding Animal Control | 1.00 | \$44.70 | \$0.00 | \$44.70 |
| 2/14/2023 | Boarding Go Home Day | 1.00 | \$0.00 | \$0.00 | \$0.00 |

Subtotal: \$89.40

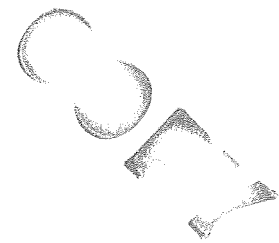
A Message from VCA

myVCA app is your tailor-made guide to raising a healthy and happy pet.

Invoice Summary

| Patient Name | Total Price | Total Tax | Total Due |
|---------------------|-------------|-----------|-----------|
| 2023-02-12 Malinois | \$89.40 | \$0.00 | \$89.40 |

| | |
|---------------|---------|
| Prev Balance: | |
| Total Due: | \$89.40 |
| Amount Paid: | \$0.00 |
| Amount Due: | \$89.40 |



For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.



#10
TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Lisa Ayers, Town Clerk

FROM: Jim Presutti, Commissioner

DATE: February 16, 2023

RE: 2023 Recreation Department Bus Trips

Sealed bids for charter bus and school bus destinations for 2023 were opened on Wednesday, February 15th. Attached are the two vendor bids received.

At this time we would like to request the Town Board select both Leprechaun Lines and West Point Tours as determined by the lowest bid for each destination as per the attached.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

Bus Trips - Town of Newburgh Recreation - 2023

49 or 56 passenger Motor Coach with lavatory and DVD player

| Item # | Date of Trip | Destination (All are round Trip) | Depart Trip | Approx. Return Time | # of Buses Needed | 38 Price per 49 pass. | Price per 56 pass. |
|--------|--------------|--|-------------------|---------------------|-------------------|----------------------------------|--------------------|
| 1 | 3/2/2023 | Whitney Museum of Modern Art 99 Gansevoort St., New York, NY | 9:00am Desmond | 7:30pm Desmond | 1 | 1345 | 1495 |
| 2 | 3/9/2023 | Philadelphia Flower Show- Convention Center 110 Arch Street, Philadelphia, PA 19107 | 8:00am RC | 7:00pm RC | 1 | 1687 | 1874 |
| 3 | 3/16/2023 | Barnes Foundation 2025 Benjamin Franklin Pkwy. Philadelphia, PA | 8:30am Desmond | 7:30pm Desmond | 1 | 1600 | 1780 |
| 4 | 4/4/2023 | The Brownstone 351 West Broadway, Paterson, NJ 07522 | 10:00am RC | 5:00pm RC | 1 | 1070 | 1190 |
| 5 | 5/19/2023 | Shawnee Playhouse 552 River Road Shawnee on Delaware, PA 18356 | 9:00am RC | 6:30pm RC | 1 | No Bid | No Bid |
| 6 | 4/21/2023 | New York Aquarium 602 Surf Avenue, Brooklyn, NY 11224 | 8:30am RC | 6:00pm RC | 1 | 1418 | 1575 |
| 7 | 6/1/2023 | Medieval Times 149 Polito Avenue, Lyndhurst, NJ 07071 | 9:00am RC | 2:15pm RC | 1 | 1232 | 1369 |
| 8 | 7/6/2023 | Museum of Modern Art 11 West 53rd St., New York, NY | 9:00am Desmond | 7:00pm Desmond | 1 | No Bid | No Bid |
| 9 | 7/11/2022 | Aqua Turf 556 Mulberry St., Plantsville, CT 06479 | 9:00am RC | 5:00pm RC | 1 | 1287 | 1430 |
| 10 | 8/9/2023 | Resorts World Casino 888 Resorts World Dr, Monticello, NY 12701 | 9:00am RC | 5:00pm RC | 1 | 1179 | 1310 |
| 11 | 9/14/2023 | Lake George Steamboat Company Steel Pier, 57 Beach Road Lake George, NY | 9:00am RC | 5:00pm RC | 1 | 1535 | 1705 |
| 12 | 10/3/2023 | Penn's Peak 325 Maury Road, Jim Thorpe, PA 18229 | 9:00am RC | 6:00pm RC | 1 | 1595 | 1772 |
| 13 | 11/16/2023 | Silver Birches 205 PA-507, Hawley, PA 18428 | 9:30am RC | 5:15pm RC | 1 | 1178 | 1308 |
| 14 | 11/29/2023 | Villa Roma Resorts 356 Villa Roma Rd, Callicoon, NY 12723 | 9:00am RC | 6:15pm RC | 1 | 1200 | 1337 |
| 15 | 12/7/2023 | Metropolitan Museum of Art 1000 Fifth Ave., New York, NY | 8:30am Desmond | 6:30pm Desmond | 1 | 1345 | 1495 |

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.

This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1702 Route 300 Newburgh)

RC = Recreation Center (311 Route 32 Town of Newburgh)

Desmond = Desmond Center (6 Albany Post Road)

Bus Company: Leprechaun Lines Inc.
 Address: PO Box 2628
 Newburgh NY 12550
 Contact person: Sharon Myers
 Phone #: 845-565-7900 ext 307

Town of Newburgh Recreation -- Bus Schedule-Camp Chadwick
Pricing for School Buses (44 adult, 66 children)
All are Round Trips - From Chadwick Lake Park (1702 Route 300)

| Item # | Date | Destination | Depart Time | Approx. Return Time | # of Buses Needed | Cost Per Bus |
|--------|----------------|---|---------------|---------------------|-------------------|--------------|
| 1 | 6/28/2023 W | Splashdown - Fishkill, NY | 9:30am CLP | 4:30pm CLP | 5 | No Bid |
| 2 | 7/5/2023 W | Belleayre Mountain Beach - Pine Hill, NY | 9:00am CLP | 4:30pm CLP | 5 | No Bid |
| 3 | 7/7/2023 F | Krueckers - Pomona, NY | 9:00am CLP | 4:30pm CLP | 5 | No Bid |
| 4 | 7/12/2023 W | Lake Compounce - Bristol, CT | 8:30am CLP | 7:00pm CLP | 5 | No Bid |
| 5 | 7/19/2023 W | Maritime Aquarium - Norwalk, CT | 8:30am CLP | 4:30pm CLP | 5 | No Bid |
| 6 | 7/26/2023 W | Mountain Creek - Vernon Township, NJ | 9:00am CLP | 5:30pm CLP | 5 | No Bid |
| 7 | 8/2/2023 W | Turtle Back Zoo - West Orange, NJ | 9:00am CLP | 5:00pm CLP | 5 | No Bid |
| 8 | 8/9/2023 W | Camelback Beach - Tannersville, PA | 8:00am CLP | 7:30pm CLP | 5 | No Bid |
| 9 | 8/16/2023 W | Naismith Memorial Basketball Hall of Fame - Springfield, MA | 9:00am CLP | 6:30pm CLP | 2 | No Bid |

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip. This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1700 Route 300 Newburgh)
 RC = Recreation Center (311 Route 32 Town of Newburgh)

Bus Company: Leprechaun Lines Inc.
 Address: Po Box 2628
Newburgh NY 12550
 Contact Person: Sharon O Ayers
 Phone #: 845 565 7900 ext 307

Bus Trips - Town of Newburgh Recreation - 2023
49 or 56 passenger Motor Coach with lavatory and DVD player

| Item # | Date of Trip | Destination (All are round Trip) | Depart Trip | Approx. Return Time | # of Buses Needed | Price per 49 pass. | Price per 56 pass. |
|--------|--------------|--|-------------------|---------------------|-------------------|--------------------|--------------------|
| 1 | 3/2/2023 | Whitney Museum of Modern Art 99 Gansevoort St., New York, NY | 9:00am Desmond | 7:30pm Desmond | 1 | 1595 | 1700 |
| 2 | 3/9/2023 | Philadelphia Flower Show- Convention Center 110 Arch Street, Philadelphia, PA 19107 | 8:00am RC | 7:00pm RC | 1 | 1895 | 1995 |
| 3 | 3/16/2023 | Barnes Foundation 2025 Benjamin Franklin Pkwy. Philadelphia, PA | 8:30am Desmond | 7:30pm Desmond | 1 | 1895 | 1995 |
| 4 | 4/4/2023 | The Brownstone 351 West Broadway, Paterson, NJ 07522 | 10:00am RC | 5:00pm RC | 1 | 1300 | 1400 |
| 5 | 5/19/2023 | Shawnee Playhouse 552 River Road Shawnee on Delaware, PA 18356 | 9:00am RC | 6:30pm RC | 1 | 1495 | 1595 |
| 6 | 4/21/2023 | New York Aquarium 602 Surf Avenue, Brooklyn, NY 11224 | 8:30am RC | 6:00pm RC | 1 | 1550 | 1650 |
| 7 | 6/1/2023 | Medieval Times 149 Polito Avenue, Lyndhurst, NJ 07071 | 9:00am RC | 2:15pm RC | 1 | 1200 | 1300 |
| 8 | 7/6/2023 | Museum of Modern Art 11 West 53rd St., New York, NY | 9:00am Desmond | 7:00pm Desmond | 1 | 1595 | 1700 |
| 9 | 7/11/2022 | Aqua Turf 556 Mulberry St., Plantsville, CT 06479 | 9:00am RC | 5:00pm RC | 1 | 1550 | 1650 |
| 10 | 8/9/2023 | Resorts World Casino 888 Resorts World Dr, Monticello, NY 12701 | 9:00am RC | 5:00pm RC | 1 | 1550 | 1650 |
| 11 | 9/14/2023 | Lake George Steamboat Comapany Steel Pier, 57 Beach Road Lake George, NY | 9:00am RC | 5:00pm RC | 1 | 1850 | 1995 |
| 12 | 10/3/2023 | Penn's Peak 325 Maury Road, Jim Thorpe, PA 18229 | 9:00am RC | 6:00pm RC | 1 | 1700 | 1800 |
| 13 | 11/16/2023 | Silver Birches 205 PA-507, Hawley, PA 18428 | 9:30am RC | 5:15pm RC | 1 | 1550 | 1650 |
| 14 | 11/29/2023 | Villa Roma Resorts 356 Villa Roma Rd, Callicoon, NY 12723 | 9:00am RC | 6:15pm RC | 1 | 1550 | 1650 |
| 15 | 12/7/2023 | Metropolitan Museum of Art 1000 Fifth Ave., New York, NY | 8:30am Desmond | 6:30pm Desmond | 1 | 1695 | 1795 |

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.
This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1702 Route 300 Newburgh)

RC = Recreation Center (311 Route 32 Town of Newburgh)

Desmond = Desmond Center (6 Albany Post Road)

Bus Company: WAT POINT TOURS, INC.
Address: PO. Box 125
VALU GATE NY 12584
Contact person: ROBERT BRISMAN
Phone #: 845 561 2671

Town of Newburgh Recreation -- Bus Schedule-Camp Chadwick

Pricing for School Buses (44 adult, 66 children)

All are Round Trips - From Chadwick Lake Park (1702 Route 300)

| Item # | Date | Destination | Depart Time | Approx. Return Time | # of Buses Needed | Cost Per Bus |
|--------|-----------|---|---------------|---------------------|-------------------|--------------|
| 1 | 6/28/2023 | Splashdown - Fishkill, NY | 9:30am CLP | 4:30pm CLP | 5 | 650 |
| 2 | 7/5/2023 | Belleayre Mountain Beach - Pine Hill, NY | 9:00am CLP | 4:30pm CLP | 5 | 789 |
| 3 | 7/7/2023 | Kruckers - Pomona, NY | 9:00am CLP | 4:30pm CLP | 5 | 789 |
| 4 | 7/12/2023 | Lake Compounce - Bristol, CT | 8:30am CLP | 7:00pm CLP | 5 | 1035 |
| 5 | 7/19/2023 | Maritime Aquarium - Norwalk, CT | 8:30am CLP | 4:30pm CLP | 5 | 819 |
| 6 | 7/26/2023 | Mountain Creek - Vernon Township, NJ | 9:00am CLP | 5:30pm CLP | 5 | 840 |
| 7 | 8/2/2023 | Turtle Back Zoo - West Orange, NJ | 9:00am CLP | 5:00pm CLP | 5 | 819 |
| 8 | 8/9/2023 | Camelback Beach - Tannersville, PA | 8:00am CLP | 7:30pm CLP | 5 | 1090 |
| 9 | 8/16/2023 | Naismith Memorial Basketball Hall of Fame - Springfield, MA | 9:00am CLP | 6:30pm CLP | 2 | 940 |

Please note:

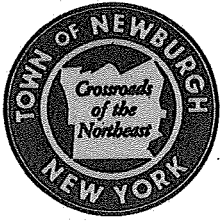
Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before the trip. This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1700 Route 300 Newburgh)

RC = Recreation Center (311 Route 32 Town of Newburgh)

Bus Company: WGT POINT TOURS, INC.
Address: PO. Box 125
VAIL GATE, N.Y. 12584
Contact Person: ROBERT BRIDMAN
Phone #: 845 561 2671

#11A



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

February 22, 2023

To: Newburgh Town Board

From: Chief Bruce Campbell

Purpose: Purchase Portable Radios and accessories.

I am requesting permission to purchase two additional portable radios and remote speakers along with the necessary programming to be compatible with our current system. These radios are the only radios compatible with our current system that was provided by Orange County. The total cost of the radios, accessories and programming is \$10,250.56. Budget appropriation #3120.5200.

Donald B. Campbell
Chief of Police

02/07/2023

NEWBURGH POLICE DEPT, TOWN OF
300 GARDNERTOWN RD
Newburgh, NY 12550

RE: Motorola Quote for TWN NBG PD APX-6000 2-7-23
Dear Lt. ADAM ZEILBERGER,

Motorola Solutions is pleased to present NEWBURGH POLICE DEPT, TOWN OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide NEWBURGH POLICE DEPT, TOWN OF with the best products and services available in the communications industry. Please direct any questions to Bill Tuthill at BILL23@NYCOMCO.COM.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bill Tuthill
Sales Manager

Motorola Solutions Manufacturer's Representative



QUOTE-2040440
TWN NBG PD APX-6000 2-7-23

Billing Address:
NEWBURGH POLICE DEPT,
TOWN OF
300 GARDNERTOWN RD
Newburgh, NY 12550
US

Quote Date:02/07/2023
Expiration Date:04/08/2023
Quote Created By:
Bill Tuthill
Sales Manager
BILL23@NYCOMCO.COM
8452146731

End Customer:
NEWBURGH POLICE DEPT, TOWN OF
Lt. ADAM ZEILBERGER
AZEILBERGER@TOWNOFNEWBURGH
PD.ORG
8455669274

Contract: 21562 - NEW YORK OGS,
STATE OF-PT 68722

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|------------------------------------|-----|------------|------------|-----------------|
| | APX™ 6000 Series | APX6000 | | | | |
| 1 | H98UCF9PW6BN | APX6000 700/800 MODEL 2.5 PORTABLE | 2 | \$3,026.00 | \$2,269.50 | \$4,539.00 |
| 1a | G996AU | ADD: PROGRAMMING OVER P25 (OTAP) | 2 | \$100.00 | \$75.00 | \$150.00 |
| 1b | Q361AR | ADD: P25 9600 BAUD TRUNKING | 2 | \$300.00 | \$225.00 | \$450.00 |
| 1c | H38BT | ADD: SMARTZONE OPERATION | 2 | \$1,200.00 | \$900.00 | \$1,800.00 |
| 1d | QA00580AC | ADD: TDMA OPERATION | 2 | \$450.00 | \$337.50 | \$675.00 |
| 1e | Q806BM | ADD: ASTRO DIGITAL CAI OPERATION | 2 | \$515.00 | \$386.25 | \$772.50 |
| 1f | Q887AU | ADD: 5Y ESSENTIAL SERVICE | 2 | \$206.00 | \$206.00 | \$412.00 |
| 1g | Q629AK | ENH: AES ENCRYPTION AND ADP | 2 | \$475.00 | \$356.25 | \$712.50 |
| 2 | PMNN4485A | BATT IMPRES 2 LIION R IP68 2550T | 2 | \$127.00 | \$76.20 | \$152.40 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------------------|--------------|---|-----|-------------------------|------------|-----------------|
| 3 | NNTN8863A | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG | 2 | \$170.00 | \$117.30 | \$234.60 |
| 4 | PMMN4062AL | AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54 | 2 | \$127.12 | \$87.71 | \$175.42 |
| Product Services | | | | | | |
| 5 | LSV00Q00202A | DEVICE PROGRAMMING | 2 | \$88.57 | \$88.57 | \$177.14 |
| Grand Total | | | | \$10,250.56(USD) | | |

Notes:

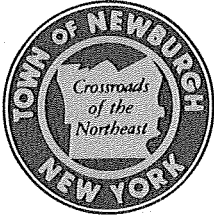
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

#11B



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

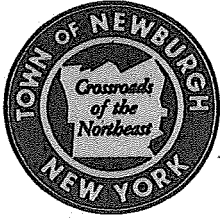
To: Supervisor Piaquadio ✓
Town Board

From: Charlene M Black, Personnel

Date: February 22, 2023

Re: Full-time Dispatcher

Please find attached a letter and Employee Request form from Chief Campbell requesting the approval of Full Time Dispatcher, Michael Kirby. Approval is pending the outcome of all the necessary paperwork, fingerprints, and physical and drug/alcohol testing, with a hire date on or after March 6, 2023. Thank you.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

February 22, 2023

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Dispatcher Position

I am requesting authorization to hire Michael Kirby as a Full-time dispatcher at a rate of \$24.44 per hour. Mr. Kirby is currently immediately reachable on the Orange County Dispatcher Exam List. I am requesting he receive a start date effective on or after March 6, 2023 pending a physical exam and fingerprinting. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000).

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Michael Kirby

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME: Full Time

HOURLY RATE: 824.44

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100

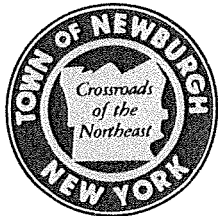
PROPOSED HIRE DATE: On or after 3/6/23

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

[Signature]
DEPARTMENT HEAD SIGNATURE

2/22/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#11C

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Council ✓

From: Charlene M Black, Personnel

Date: February 22, 2023

Re: Part-time Dispatcher

Chief Campbell is requesting authorization to hire one part-time dispatcher, Alison Corkery. She will need a physical, drug/alcohol testing, fingerprints and paperwork to be completed. A proposed hire date on or after March 13, 2023, with a salary of \$18.91 per hour. Thank you.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

**Phone: (845) 564-1100
Fax: (845) 564-1870**

February 22, 2023

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Dispatcher Position

I am requesting authorization to hire Allison Corkery as a part-time dispatcher. Mrs. Corkery would start at a rate of \$18.91 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after March 13th, 2023 pending a physical exam and fingerprinting. (Fund appropriation # 001-3120-0100-000).

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Allison Corkery

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR P/T PART TIME:

HOURLY RATE: \$18.91

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100

PROPOSED HIRE DATE: On or After 3/13/23

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

2/22/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#11C

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Council ✓

From: Charlene M Black, Personnel

Date: February 22, 2023

Re: Part-time Dispatcher

Chief Campbell is requesting authorization to hire one part-time dispatcher, Alison Corkery. She will need a physical, drug/alcohol testing, fingerprints and paperwork to be completed. A proposed hire date on or after March 13, 2023, with a salary of \$18.91 per hour. Thank you.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

February 22, 2023

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Dispatcher Position

I am requesting authorization to hire Allison Corkery as a part-time dispatcher. Mrs. Corkery would start at a rate of \$18.91 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after March 13th, 2023 pending a physical exam and fingerprinting. (Fund appropriation # 001-3120-0100-000).

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Allison Corkery

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME:

HOURLY RATE: \$18.91

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100

PROPOSED HIRE DATE: On or After 3/13/23

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

2/22/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



Engineering and
Land Surveying, P.C.

#12A

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
Fax: 518.371.0822
mjelspc@mjels.com
mjels.com

February 15, 2023

James W. Osborne, PE
Town Engineer
Town of Newburgh
308 Gardnertown Rd
Newburgh, NY 12550

RE: Engineering Services for Geographic Information System (GIS) Development
MJ Proposal No. 2023113

Dear Mr. Osborne:

M.J. Engineering and Land Surveying, P.C. (MJ) is pleased to provide the Town of Newburgh (Town) this proposal for engineering services associated with development of a Geographic Information System (GIS) for the Town. MJ's project understanding and associated Scope of Services are included below.

PROJECT UNDERSTANDING

The Town has expressed interest in the development of a GIS that can fulfill the need for a central digital repository of Town-owned infrastructure information. The GIS will serve as a digital twin of installed infrastructure assets such as the municipal water and sewer networks.

Implementing a GIS will support and facilitate the ongoing infrastructure planning, design, and maintenance activities occurring throughout the Town. The Town currently has a large collection of hard copy paper records documenting their water distribution, sanitary sewer, and storm sewer infrastructure. The primary goal of the project will be the digitization and organization of the information contained in those records to create a centralized GIS, which brings with it the following benefits:

- Hard copy records will be scanned to digital files (like PDF or TIF) which makes them easier to access, share, and securely preserve.
- Records with spatial information will be georeferenced to their real-world locations in the GIS which facilitates efficiently finding available information for a particular location.
- Once georeferenced, information will be digitized from the records to create spatial GIS data layers representative of installed infrastructure, such as catch basin points or drainage culvert lines.
- Other available GIS data layers, such as County tax parcels or NYS aerial imagery, can be added to the system.
- In addition to serving as a digital repository, the GIS can be used as a tool for reporting and analysis of data. For example, identifying information gaps in Town records of the utility networks that could be filled in with survey fieldwork.



The Town has requested a proposal for a phased implementation of the GIS. The Town plans to allocate funding on a yearly basis to achieve development of the system within a multiyear timeframe.

SCOPE OF SERVICES

PHASE 1: RECORDS COMPILATION AND SCANNING

MJ will compile and organize the Town's engineering records (i.e., record drawings, design plans, field sketches, tap cards, etc.) with assistance from the Town staff, and scan the hard copies to digital (PDF or TIF). The types of available records are described in more detail below.

The records are mostly representative of infrastructure installed from the 1980's to present. Most of the records are hard copy (paper or mylar) engineering plan sets / as-builts or paper valve tie sketches in binders. The Town Engineering Department has created an Excel workbook listing the available plan sets / as-builts and the number of sheets contained in each set. The workbook is estimated to be 80% complete and currently lists 4,000 plan sheets; so it is assumed that there are approximately 5,000 plan sheets total. Scanning of these plan sets to digital copies has begun by the Town however the number of sheets completed is unknown. The exact number of bound valve tie sketches is unknown but estimated to be in the thousands, and no scanning has been completed for those yet. The priority will be to get plan sheets scanned prior to the valve tie sketches.

There are also a few digital data layers of fire hydrants, water mains, and stormwater outfalls that were collected with GPS units approximately ten years ago and are currently hosted in a 3rd party system named Muncity that the Town subscribes to. The Town has requested that these data layers be exported out of the Muncity system and imported into the new GIS.

Based on the quantity of hard copy records to be provided by the Town and reviewed during the January 31, 2023 site visit, it is estimated that this effort will involve scanning the records with a large format scanner in MJ's Clifton Park Office and will take a technician 2 to 3 months to complete. MJ will share a secure web link with the Town where the scanned records can be accessed, and also deliver a hard drive with all the files once scanning is completed.

ASSUMPTIONS

- For Phase 1, the preferred arrangement will be for MJ to visit the Town office every two (2) weeks to collect a batch of records (and return the previous batch) to be brought up to MJ's Clifton Park office for scanning by our technicians on a large format scanner. This would be the most economical option to complete the bulk scanning effort.
- The Town will retain a license agreement with ESRI for an ArcGIS Online subscription and administer payments for the subscription directly to ESRI.



SCHEDULE

MJ is prepared to initiate work identified in this proposal within two (2) weeks upon Notice to Proceed. It is estimated that Phase 1 will be completed in approximately three (3) months. Thereafter, the records could be efficiently reviewed and time estimates will be provided for Phases 2 and 3 based on the priority areas set forth by the Town for initial development of the GIS.


FEE

MJ proposes to complete Phase 1 for a lump sum fee of \$45,000. The fee incorporates all expenses and incidentals related to the proposed scanning procedure. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

A description of the scope of work for Phases 2 and 3 of this effort is outlined in Attachment A to this proposal. Cost estimates for this work can be provided after the completion of Phase 1.

If there are any questions concerning our suggested approach and scope of services, please do not hesitate to contact Michael Koterba at (518) 371-0799 or mkoterba@mjels.com. Thank you for the opportunity to submit this proposal and we look forward to working with the Town.

Sincerely,


Michael D. Panichelli, P.E.
President

MDP/cld

ATTACHMENT A

PHASE 2: RECORDS REVIEW AND INITIAL GIS DEVELOPMENT *(future work)*

After the compiled records have been scanned, MJ will begin the records review and GIS development process. Task 01 – GIS Setup will be completed, then the development of GIS layers in Tasks 02 and 03 can begin with areas prioritized by the Town. As the project progresses, time estimates will be provided to the Town based on the size of these priority areas and the quantity of records involved. The goal in Phase 2 is to have the GIS utility network populated with a focus on schematic completeness knowing that locational accuracy of features can be refined in Phase 3.

Task 01: GIS Setup

MJ will assist the Town in setting up their own ESRI ArcGIS Online account subscription. ArcGIS Online is the industry standard for GIS web maps and cloud storage. The GIS layers that MJ creates will be stored in this account and accessible to the Town. The Town will have full control of this subscription and be invoiced directly by ESRI. The current pricing for the ESRI subscription can be found at <https://www.esri.com/en-us/arcgis/products/arcgis-online/buy>. MJ anticipates that in the beginning of the project the Town will initially only need a single Creator and a single Viewer license, totaling \$660/year per ESRI's pricing linked above (2023 pricing). As the project progresses additional licenses can be added as more Town staff become involved and needs change.

As part of the GIS setup, MJ will also locate and add publicly available reference layers that will be helpful such as the latest County tax parcels and NYS aerial imagery.

Task 02: Review and Georeference Plans

The georeferencing process involves relating a scanned plan sheet to its real-world location in the GIS. A GIS polygon layer is created to store the outlines of the plan sheets and attribute information is attached such as plan names, dates, and links to the digital files. An example GIS layer is illustrated in Figure 1 below. As this process is completed, the spatial coverage of the plan sheets can be understood and areas where there are overlapping plan sets can be identified.



Figure 1: Plan sheet locations indexed in a GIS map

Task 03: Create GIS Layers from Georeferenced Plans

After plans are georeferenced, GIS layers can be created by digitizing the plan features and then entering attributes from information shown on the plans. For example, digitizing storm sewer pipelines from a georeferenced plan and then adding the pipe size, material, and elevations as attributes. Based on the Town's preference on the development of a priority utility system, the layers for the water, storm, and sanitary networks can be developed simultaneously on a per-area basis.

PHASE 3: GIS REFINEMENT AND FIELD SURVEY (future work)

After initial GIS layers have been created for the utility systems in Phase 2, these next steps can be undertaken to refine the GIS layers by improving their completeness and locational accuracy. These tasks are generally not dependent on each other so they can be completed in whichever order the Town prefers based on priorities at the time.

Task 01: Incorporate Valve Tie Sketches

The Town has thousands of valve tie sketches in binders that show precise locations of water main gate valves, house shutoff valves, etc. based on field measurements from their staff. Once the initial GIS layers have been created from the plan sets, these valve tie sketches can be georeferenced and incorporated to increase the locational accuracy of these features.

Task 02: Identify and Fill Data Gaps

As Phase 2 progresses, data gaps will start to become apparent where there either seems to be missing areas in the Town engineering records or where the records are out of date because they do not reflect more recent construction. Additionally, the Town currently serves approximately 11,000 municipal water and sewer customer accounts. These accounts can be cross-referenced to the County's GIS tax parcel layer to color code parcels on a map by the services they are using, and then identify if there are gaps in the Town engineering records for the utilities there. For example, identifying that a street has municipal sewer customers, but there is no digital record of a sewer main on that street.

After gaps are identified, field investigation will be performed by MJ to collect data to reconcile the gaps in the GIS.

Task 03: Town-Wide Mobile LiDAR Collection

A Town-wide mobile LiDAR collection using one of MJ's mobile LiDAR mapping systems (MLMS) is another option that can be utilized to fill in data gaps. MLMS enable the capture of 3D laser scans and 360-degree panoramic photographs from a moving platform such as a truck, ATV, boat, or even on foot. MLMS can accurately capture existing conditions within line of site of the collection vehicle while traveling at normal roadway speeds with no disruption to traffic. MJ owns and specializes in applying these systems for surveying, engineering, and GIS projects. MJ has developed a web application named MJ4D which enables you to interact with the data and explore the digital twin of a real-world place directly from a web browser. You can learn more about MJ4D at <https://mj4d.mjels.com/>.



Figure 2: MJ4D displaying a mobile LiDAR collection

Performing a Town-wide mobile LiDAR collection will involve driving and acquiring data on all the Town roads. This data acquisition will have the following benefits:

- The data can be used as an accurate capture of existing conditions for verifying and filling gaps in the GIS layers created from the available Town records.
- The data will be a consistent snapshot in time along the Town roads that can be utilized for other projects such as pavement assessments, traffic sign inventories, and zoning reviews.
- Topographic survey mapping can be derived from the mobile LiDAR data that can be used for engineering planning and design on new projects.

It should be noted that a Town-wide mobile LiDAR collection can be completed at any time if the Town would like to start utilizing this data sooner than when the project reaches Phase 3.

Task 04: Training

MJ can train Town staff on how to utilize the GIS in both office and field settings. MJ can develop reference documents with instructions that explain common workflows. MJ can also provide recommendations and training for equipment the Town can purchase, such as tablets and GPS units, for their field personnel to utilize and maintain the GIS.

TOWN OF NEWBURGH
TOWN ENGINEER

#12E

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, Rep Engineer for TON



DATE: 23 February 2023

RE: Lakeside Senior Project
Landscape Security Release

The project posted a landscape bond (#8120N) for the required landscaping depicted on the approval plans. An inspection was performed 23 November 2020 by Karen Arent's Office. The project sponsors caused remedial work to be performed.

The project has transferred ownership. The original developer is requesting the release of the landscaping security.

Town Board action is required for the release of the security in the amount of \$96,054.00.

The original Bond should be returned to the attention of Pancost, Senior Project Manager at:

Ferrell Building Company
2317 Montauk Highway
Bridgehampton, NY 11932

Cc: J. Osborne, Town Engineer
R. Clum, Town Accountant

LANDSCAPING PERFORMANCE AND MAINTENANCE BOND

Bond No. 8120N Terms 03/22/2018 - 03/22/2021

KNOW ALL MEN BY THESE PRESENTS, that we Hudson Place at Lakeside, LLC as Principal, Joseph G. Farrell & Bryan J. Farrell as Co Principal and The Service Insurance Company, Inc., authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Town of Newburgh, New York, a New York municipal corporation, as Obligee, in the penal sum of Ninety Six Thousand Eighty Four and 0/100 (\$ 96,084.00) DOLLARS, lawful money of the United States of America, for the payment of which well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents.

WHEREAS, the Principal or its predecessor in property interest has made application to the Town of Newburgh Planning Board in accordance with the Town of Newburgh Zoning Code for final approval of a site plan/subdivision (or phase thereof) dated February 8th 2017 known as Lakeside Residential Newburgh LLC located at 21 Lakeside Rd Newburgh, Ny 12550 Town Project Number 2010-18 Section 88 Block 1 Lots 30,22 and 30,23 Exhibit A Attached, or

Principal is the authorized agent of such applicant/owner; and

WHEREAS, the Principal is required by Code to furnish good and sufficient assurance for the proper installation of plant materials and related landscaping improvements for the approved site plan/ subdivision at the Principal's own expense in the time and manner specified in the Town of Newburgh Code and in accordance with the plan approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Town, and the subsequent maintenance of said plant materials and related landscaping improvements in good health and condition for a period of two years after acceptance by the Town (said conditions hereinafter referred to as the "Agreement")

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall properly install, or have installed, the plant materials and related landscaping improvements in accordance with the Agreement for a minimum period required of up to 3 years, and shall maintain said plant materials and related landscaping improvements in good health and condition for a period of two years or, in the alternative, post an acceptable maintenance bond or other acceptable security for a two (2) year period with the Obligee, from the date of acceptance of said plantings and related landscaping improvements or any subsequent date of replacement, and shall save the Obligee harmless from any loss, cost, or damage by reason of the Principal's failure to complete and maintain said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect. and the Surety, upon receipt of a resolution of the Obligee indicating that the landscaping improvements have not been installed or maintained, will install or replace the improvements or pay the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete or replace the improvements, and if suit is brought on this bond, the Principal and Surety will pay to the Obligee such reasonable attorneys' fees as shall be fixed by the court The town agrees to withhold certificates of occupancy until this bond is released or upon the consent of surety. The town may not issue any certificate(s) of occupancy to any person or entity who succeeds to the Principals' rights to the subject project (or any aspect of it) by transfer of the subject property (or any portion thereof) or transfer of the entity(ies) which may own it (or any portion thereof), without first having first received a new site improvement bond as Obligee from such new Principal, which shall replace this bond for its penal sum in full.

Signed, sealed, and dated this 22 day of March 2018

Principal Hudson Place at Lakeside, LLC

By: [Signature]

Co Principal [Signature]

By: Joseph G. Farrell & Bryan J. Farrell

Surety The Service Insurance Company, Inc.

By: [Signature] Attorney in Fact James S. Burger, President

Exhibit "A"

KALA

Karen Arent Landscape Architect

Memorandum

To: Supervisor Gil Piaquadio and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: January 29, 2018

Subject: Lakeside Senior Housing

Town Project Number: 2016-19

Consultant: Eggers Civil Engineering and Land Surveying

Cc: Chairman John Ewasutyn and the Town of Newburgh Planning Board, Ms. Cindy Martinez, Mark Taylor, Esq., Attorney for the Town of Newburgh Board, Mr. Gerald Canfield, Code Enforcement for the Town of Newburgh, Mr. James Osborne, Michael Donnelly, Esq., Mr. Pat Hines, Mr. Caleb Carr with Medenbach and Eggers Civil Engineering and Land Surveying PC

COMMENTS:

The landscape cost estimate for Lakeside Senior Housing, prepared by Maseo Landscape Inc, was reviewed. Unit costs for plant materials are reasonable. I recommend that the board approve a landscape security in the amount of \$96,084 to cover installation of plantings and seeding.

The escrow amount for landscape inspections, I believe, is \$3,000.

The above requires Town Board action and should be placed on your next available agenda.

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW
YORK INSURANCE LAW**

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

THE SERVICE INSURANCE COMPANY, INC.

Of West Orange, New Jersey

a corporation organized under the laws of the State of New Jersey and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$7,779,190 (Capital \$1,000,000) as is shown by its sworn financial statement for Year-End as of December 31, 2016, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed
the official seal of this Department
in the City of Albany, this
29th day of March, 2017

Marla T. Vullo
Acting Superintendent

By *Jacqueline Catalfamo*
Jacqueline Catalfamo
Special Deputy Superintendent

THE SERVICE INSURANCE COMPANY
(Statutory Basis)
**STATEMENT OF ADMITTED ASSETS,
 LIABILITIES SHAREHOLDER'S EQUITY
 AS OF DECEMBER 31, 2016**

ADMITTED ASSETS

| | |
|--|-------------------|
| Cash & Cash Equivalents & Short Term Investments | 3,594,096 |
| Common Stocks | 1,428,946 |
| Bonds | 8,774,555 |
| Interest Income Receivable | 55,605 |
| Premiums & Agents Balances | 547,297 |
| Amounts Receivable from Reinsurers | 229,911 |
| Current Federal Income Tax Recoverable | - |
| Electronic Data Equipment | - |
| Net Deferred Tax Asset | 100,678 |
| TOTAL ADMITTED ASSETS | 14,731,088 |

LIABILITIES & SHAREHOLDER'S EQUITY

LIABILITIES

| | |
|--|------------------|
| Losses & Loss Adjustment Expenses | 759,444 |
| Other Expenses | 516,734 |
| Taxes, licenses & fees | 118,184 |
| Federal Income Tax | 49,155 |
| Unearned Premiums | 1,334,404 |
| Amounts Withheld or Retained by Company for Accounts of Others | 4,003,842 |
| Miscellaneous | 170,136 |
| Total Liabilities | 6,951,899 |

SHAREHOLDER'S EQUITY

| | |
|--|-------------------|
| Common stock, par value \$20.00 per share | 1,000,000 |
| 50,000 shares authorized issued, 32,000 shares outstanding as of December 31, 2016 | 839,198 |
| Gross Paid-In & Contributed Surplus | 6,978,591 |
| Unassigned funds (surplus) | (1,038,600) |
| Treasury Stock | 7,779,189 |
| Total Shareholder's Equity | 7,779,189 |
| TOTAL LIABILITIES & SHAREHOLDER'S EQUITY | 14,731,088 |

STATE OF NEW JERSEY)
) SS
 COUNTY OF ESSEX)

I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2016.

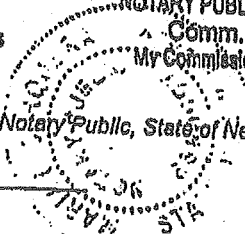
James S. Burger, President

STATE OF NEW JERSEY)
) SS
 COUNTY OF ESSEX)

MARIA E. CERQUEIRA
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 2360557
 My Commission Expires 04/2022

Subscribed and sworn before me, a Notary Public, State of New Jersey, in the County of Essex, this 17th day of March, 2017.

Maria Cerqueira
 Notary Public



#13

For February 27th, 2023 Workshop Agenda

Building and Grounds

The Town obtained three estimates for new flooring in Highway Dept Office areas and Break Room.

Adams Family Floors \$ 15,679.20

Michael Porter Flooring \$ 18,700.00

BC&N Carpet Inc. \$ 18,956.00

I am looking for a motion to accept Adams Family Floors for the installation of new flooring at the Highway Department for a total cost of \$ 15,679.20

Adams Family Floors

190 S Plank Rd
Newburgh, NY 12552 US
(845) 569-1095



Estimate

ADDRESS
PAUL RUGGIERO
90 GARDNERTOWN RD
NEWBURGH

ESTIMATE 1017
DATE 01/11/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---------------------|--|-----|-----------|------------|
| | Supplies & Material | SKIM COAT FLOOR LEVEL | 1 | 0.00 | 0.00T |
| | LVT-Tax | SUPPLY AND INSTALL INDESTRUCTIBLE WEATHERED OAK IN HALL, BREAK ROOM AND OFFICE AREAS | 1 | 13,059.31 | 13,059.31T |
| | ADHESIVE-GLUE- TAX | SUPPLY AND INSTALL 3- 4 GAL BUCKETS OF PROMA 8010 ADHESIVE | 1 | 330.00 | 330.00T |
| | Cove Base-Tax | SUPPLY AND INSTALL BROWN COVE BASE IN ALL AREAS | 1 | 72.00 | 72.00T |
| | Molding | SUPPLY AND INSTALL 24" BROWN VINYL REDUCERS | 1 | 120.00 | 120.00T |
| | Carpet -Tax | SUPPLY AND INSTALL AUTOBIOGRAPHY 2 COLOR TBD- SOUTHEY IN ENTRY WAY, OVER HEAD DOOR AREA, SIDE ENTRY | 1 | 919.68 | 919.68T |

ALL ORDERS ARE CUSTOM, ANY RETURNS ARE SUBJECT TO A 40% RESTOCKING FEE.
IF PAID WITH CREDIT CARD THERE IS A 4% ADDITIONAL FEE
50% DOWN, 50% DUE UPON COMPLETION
PRICES SUBJECT TO CHANGE

| | |
|--------------|--------------------|
| SUBTOTAL | 14,500.99 |
| TAX | 1,178.21 |
| TOTAL | \$15,679.20 |

Accepted By

Accepted Date

BC&N Carpet INC
 1418 Route 300 Ste 3
 Newburgh, NY 12550
 845-565-7500
 Bcncarpetone@yahoo.com

Estimate 1024

| | | | | |
|---|---|-------------|--------------------|------------------------|
| ADDRESS | SHIP TO | DATE | TOTAL | EXPIRATION DATE |
| Town Of Newburgh Highway Dept 90 Gardnertown Rd Newburgh, NY 12550 | Town Of Newburgh Highway Dept 90 Gardnertown Rd Newburgh, NY 12550 | 02/08/2023 | \$18,956.00 | 03/08/2023 |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|---------------------------|---|-------|------|-----------|
| 02/08/2023 | Vinyl Tile | Shaw - Style in the Grain II - color to be selected 36 sf per carton 50 cartons | 1,800 | 5.00 | 9,000.00T |
| 02/08/2023 | Rip up and removal | remove and dispose of old vct | 1,800 | 2.00 | 3,600.00T |
| 02/08/2023 | Prep Floors | skim coat entire floor | 1,800 | 1.50 | 2,700.00T |
| 02/08/2023 | Miscellaneous | supply and install johnsonite cove base | 480 | 3.50 | 1,680.00T |
| 02/08/2023 | Miscellaneous | supply and install walk off mat - Sanford 54 oz. | 247 | 8.00 | 1,976.00T |

| | |
|--------------|--------------------|
| SUBTOTAL | 18,956.00 |
| TAX | 0.00 |
| TOTAL | \$18,956.00 |

THANK YOU.

Accepted By

Accepted Date

#14C



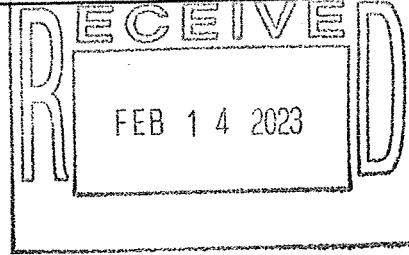
Steven M. Neuhaus
County Executive

Orange County Department of Planning

124 Main Street
Goshen, NY 10924-2124
Tel: (845) 615-3840
Fax: (845) 291-2533

Alan J. Sorensen, AICP
Commissioner

www.orangecountygov.com/planning
planning@orangecountygov.com



February 7, 2023

Dear Supervisor Gil Piaquadio,

The County has determined that GML 239 requires the referral of many actions that are unlikely to have significant intermunicipal or Countywide impacts, diverting time and attention away from projects with more significant inter-community and Countywide considerations. To address this issue, the County of Orange has prepared an Intermunicipal Agreement (IMA) regarding requirements for municipal referral of certain planning and zoning actions to Orange County Department of Planning for your review and consideration.

The County would like to reduce the number of referrals to the Planning Department, so the Planning Department can focus attention on the projects that are more likely to have intermunicipal or Countywide impacts. The IMA would also enable local municipal boards to streamline their own review and approval processes for those projects that are likely to have only local impacts and considerations.

Orange County proposes, therefore, an agreement lasting one (1) year that can be renewed for up to five (5) years total, that eliminates the following reviews from referral to the Planning Department (see chart, next page). Municipalities would be free to accept or decline this agreement and would be encouraged to refer any applications to the Planning Department for review and advice if such advice would be deemed necessary or desirable by the referring board, regardless of whether that referral is required by GML 239.

Please review the agreement (attached), and if your municipality concurs with the reasoning stated herein, return the signed original to Orange County Planning Department, Attn: Commissioner Alan J. Sorensen, 124 Main Street, Goshen NY 10924 on or before February 24, 2023.

| Type of Referral | Actions listed below are exempt from the referral process |
|--------------------------------|---|
| Site Plans and Special Permits | <ol style="list-style-type: none">1. Site Plan and/or Special Permit application for construction of a single-family or du-plex home on an approved building lot in compliance with applicable zoning laws;2. Change in use of existing structures provided the following conditions are met:<ul style="list-style-type: none">• Suitable access to State or County Road exists or is proposed;• New site lighting, if proposed, utilizes full cut off luminaires and does exceed IEA recommended lighting levels; and3. Sign applications that comply with local zoning requirements. |
| Subdivisions | Subdivisions that meet all the following conditions: <ul style="list-style-type: none">• Fewer than 5 lots, and• Access roads and structures are not located within the 100-year floodplain. |
| Area Variances | <ul style="list-style-type: none">• Residential side and rear yard; and• Residential side and rear yard fence height. |
| Use Variances | Uses where no physical expansion of structures, utilities, or facilities is necessary and no significant increase in traffic or water/sewer use is planned. |



Alan J. Sorensen, AICP
Commissioner of Planning

AGREEMENT

THIS AGREEMENT, made this 7th day of February 2023, by and between the COUNTY OF ORANGE, a municipal corporation with offices at 255 Main St. Goshen, New York 10924 (hereinafter referred to as the "COUNTY") and Town of Newburgh, a municipality within the County of Orange, whose address is 1496 Route 300 Newburgh, NY 12550 (hereinafter referred to as the "MUNICIPALITY").

WITNESSETH:

WHEREAS, New York State General Municipal Law Article 12-B requires local municipalities to refer applications for certain planning and zoning actions to the Orange County Department of Planning for review, and

WHEREAS, the intent of Article 12-B, Sections 239-1, -m and -n of the New York General Municipal Law is bring to the attention of municipalities pertinent inter-community and county-wide planning, zoning site plan, and subdivision considerations as identified in General Municipal Law Section 239-1(2), and

WHEREAS, the current referral requirements in General Municipal Law Section 239-m, -n mandate the referral of many actions that are unlikely to implicate inter-community and county-wide considerations, diverting time and attention away from projects with more significant inter-community and county-wide considerations and, and

WHEREAS, it is within the interests of the above parties to reduce the number of referrals to allow the County to address more timely and effectively projects that more likely implicate inter-community and county-wide considerations and to allow local municipal review boards to streamline their review and approval of those remaining projects that are more likely to have only local impacts and considerations,

NOW, THEREFORE, as authorized by General Municipal Law Sections 239-m(3)(c) and 239-n(3)(b), the parties agree as follows:

1. TERM OF AGREEMENT: This Agreement shall be effective as of the date of the Agreement set forth above. The term of this Agreement shall be one year, but shall extended automatically for successive years thereafter, up to a total of five (5) years,

unless otherwise terminated as set forth herein. If either party chooses to terminate this Agreement, that party shall send a written notice of termination to the other, by certified, return receipt requested, or electronically. This Agreement shall terminate thirty (30) days after written notice of termination is received by either party from the other.

2. REFERRALS TO BE ELIMINATED: The following actions shall be exempt from the NYS GML 239 l, m and n referral, review and reporting process:

| Type of Referral | Actions listed below are exempt from the referral process |
|--------------------------------|--|
| Site Plans and Special Permits | 1. Site Plan and/or Special Permit application for construction of a single-family or du-plex home on an approved building lot in compliance with applicable zoning laws; 2. Change in use of existing structures provided the following conditions are met: <ul style="list-style-type: none"> • Suitable access to State or County Road exists or is proposed; • The intensity of the use change does not significantly increase the traffic demands on nearby State or County roadways, nor significantly increase the water or sewer demands, from such demands of the prior use. • New site lighting, if proposed, utilizes full cut off luminaires and does exceed IEA recommended lighting levels; and 3. Sign applications that comply with local zoning requirements. |
| Subdivisions | Residential Subdivisions that meet all the following conditions: <ul style="list-style-type: none"> • Fewer than 5 lots, and • Access roads and structures are not located within the 100-year floodplain. |
| Area Variances | <ul style="list-style-type: none"> • Residential side and rear yard; and • Residential side and rear yard fence height. |
| Use Variances | Uses where no physical expansion of structures, utilities, or facilities is necessary and no significant increase in traffic or water/sewer use is planned. |

3. NOTICES: Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

OC Commissioner of Planning
Orange County Dept. of Planning
124 Main St.
Goshen, NY 10924

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

4. ENTIRE AGREEMENT: This is a fully integrated agreement and no prior or simultaneous oral or written agreements or representations have any force or effect. Any modifications, rescission or waiver of the terms of this Agreement must be in writing and executed and by all parties to this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF ORANGE

By: _____
Richard B. Golden, County Attorney

By: _____
Stephen M. Neuhaus, County Executive

APPROVED AS TO CONTENT:

ACCEPTED: MUNICIPALITY

By: _____
Alan J. Sorensen, Commissioner
Department of Planning

By: _____
Name: Supervisor Gil Piaquadio
Title:

By: _____
Name:
Title: Planning Board Chair

By: _____
Name:
Title: Zoning Board Chair

OC Commissioner of Planning
Orange County Dept. of Planning
124 Main St.
Goshen, NY 10924

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

4. ENTIRE AGREEMENT: This is a fully integrated agreement and no prior or simultaneous oral or written agreements or representations have any force or effect. Any modifications, rescission or waiver of the terms of this Agreement must be in writing and executed and by all parties to this Agreement.

APPROVED AS TO FORM:

By: _____
Richard B. Golden, County Attorney

ACCEPTED: COUNTY OF ORANGE

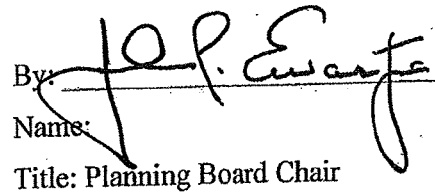
By: _____
Stephen M. Neuhaus, County Executive

APPROVED AS TO CONTENT:

By: _____
Alan J. Sorensen, Commissioner
Department of Planning

ACCEPTED: MUNICIPALITY

By: _____
Name: Supervisor Gil Piaquadio
Title:

By: 
Name: _____
Title: Planning Board Chair

By: _____
Name: _____
Title: Zoning Board Chair