



# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

MARK HALL  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor & Town Board Members

**FROM:** Mark Hall, Highway Superintendent *MH*

**DATE:** February 17, 2022

**RE:** 2 (Two) Truck Body's

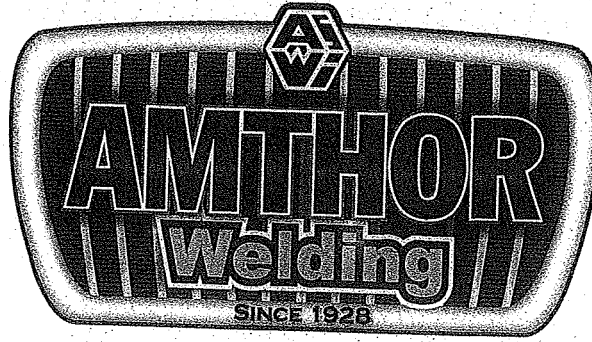
I would like to purchase the 2 (Two) Tenco TCB-10-T-NL-C-NL-LF 10' combination stainless steel dump body/material spreader from Amthor;s for the cost of \$45,950.00 each. Total Cost will be \$91,900.00.

The funds are available and will be taken from the 5142.5413 (Snow Removal-Sand, Salt, Calcium, Etc.)

If you have any questions please feel free to call me. Thanking you in advance.

MH/ch  
cc: Ron Clum, Accounting

#7A



Tank Truck and Truck Body Equipment Specialists

**AMTHOR WELDING Inc.**

20 Osprey LN  
Gardiner NY 12525  
Phone # 845-778-5576

**TOWN OF NEWBURGH --High-Way Dept.**

**01-11-2022**

- a) **TENCO: model TCB-10-T-NL-C-NL-LF** – 10' combination dump body/material spreader with ½ cab shield, ladder, air release tailgate, double acting hoist, **(SIDES/FRONT/TAILGATE/ 304 STAINLESS STEEL with a-1/4" HARDOX STEEL FLOOR) ladder/3 pair of oval light cut outs in rear corner posts/ spinner / 160 gal pre-wet tank.**  
10' long with 6/8 yard capacity  
2 tailgate chutes -left side and center.  
Bolt-on asphalt pan  
Stainless Steel Body no paint  
**Cash & Carry Price \$45,950.00 PER UNIT FOB Gardiner NY 12525**
- 

**We have two (2) units for you @ total of \$91,900.00**

**Equipment is in our yard ready to be picked up**

**Todd Widmark**  
**Director of Operations**

# Trucks

# 2 - 2003

# 16 - 2003

# 25 - 2006

# 5 - 2006 - 2007

# 17 - 2008 - 2009

# 9 - 2009

# 3 - 2012

# 13 - 2013

# 1 - 2015

# 12 - 2016

# 23 - 2016

## #304 SS 12-M Single Axle Bid Specifications

<u>Combination Spreader/Dump Body</u>	<u>Yes</u>	<u>No</u>	<u>Deviations</u>
Heavy duty body serving as a spreader or dump body transformed by a <i>single wall</i> hydraulic tilting floor.	—	—	—
Inside length : 10'	—	—	—
Capacity : 6 cu/yd to 7 cu/yd with sides	—	—	—
No taller than 27" and a tail gate no taller than 42"	—	—	—
Hoist cylinder; Double acting telescopic	—	—	—
Cab shield : 24" overhang	—	—	—
Headboard and sides constructed from 3/16" #304 stainless steel. <b>False wall hinge sides are unacceptable.</b>	—	—	—
The tailgate will be double acting, six panel, and constructed from 3/16" #304 stainless steel.	—	—	—
Tailgate shall be air operated and shall latch and unlatch with a double acting air cylinder. The tailgate will have a coal door in the center of the tailgate.	—	—	—
The floor shall be constructed of 1/4" <b>Hardox</b> high tensile steel with a minimum 205,000 psi tensile strength.	—	—	—
The understructure of the body shall consist of two 10" longitudinal I-beams.	—	—	—
The complete body shall have a central lube kit, Using hydraulic hose, with all grease points brought out to the edge of the body. <b>Plastic tubing is unacceptable</b>	—	—	—
The side tilt floor shall be raised to reload the conveyor by use of two double acting cylinders.	—	—	—
The conveyor is an integral part of the body floor and runs longitudinally down the driver's side of the body, discharging in front of the rear wheels.	—	—	—
There shall be a 1/4" <b>Hardox</b> 205,000 psi two section chain cover.	—	—	—
The chain shall contain bar flights every other link for greater strength and consistent material flow.	—	—	—
A rear access plate with access to the conveyor chain in the rear apron.	—	—	—
All chain links are protected by an integral chain guard leaving only the bar flights exposed.	—	—	—
The chain shall be driven by a 25:1 ratio gearbox.	—	—	—
The spinner shaft has a top mounted bi-rotational hydraulic motor to spin an 18" poly disc.	—	—	—
The spinner assembly is chassis mounted and is both laterally and vertically adjustable and removable.	—	—	—
A poly chute feeds the spreading disc. The chute is both adjustable and removable.	—	—	—
The body will be undercoated with an environmentally friendly undercoat.	—	—	—

**Required Options**

The body shall have a fold up ladder with grip steps . \_\_\_\_\_

A shovel holder shall be installed. \_\_\_\_\_

**Please state what your warranty is:** \_\_\_\_\_

\_\_\_\_\_

**Please list and explain any deviations from the specifications:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



January 19<sup>th</sup> 2022  
Town of Newbury, N.Y.  
Re: 10' #304 SS 12-M Quote  
Attn: Highway Department

Dear Sirs,

Tenco Industries is pleased to offer you the following equipment for your consideration;

- 1) **TENCO TCB-10-T-NL-C-NL-LF #304 Stainless Steel All-Season Body.**  
The body includes; ¼" HARDOX, 205,000 psi Hi-Tensile steel in the floor.  
*Hardox steel is 100% virgin steel and contains no recycled steel. Virgin steel is much less susceptible to pre-mature rusting due to contaminants in recycled steel. Hardox steel is also primed during the production process thereby preventing corrosion prior to the fabrication process.* The body sides and front are made out of 3/16" #304 stainless steel, an 18" poly spinner, *stainless steel lines under the body* are #304 stainless steel, all grease points are remotod out to the edge of the body, a double acting main hoist and nitrated side tilt cylinders, air tailgate, a fold-down step ladder, two coal doors in the tailgate. Delivery 32-36 weeks A.R.O.

Your price on the above equipment for Cash & Carry..... **\$47,225.00ea.**

**Total: .....\$94,450.00**

All prices and Freight are F.O.B. Barre, VT.

*This quote is valid for 30 days.*

Thank you for the opportunity to quote,

*Greg Murray*

Greg Murray  
Sales Representative  
Tenco New England Inc.

## #304 SS 12-M Single Axle Bid Specifications

<u>Combination Spreader/Dump Body</u>	<u>Yes</u>	<u>No</u>	<u>Deviations</u>
Heavy duty body serving as a spreader or dump body transformed by a <i>single wall</i> hydraulic tilting floor.	✓	—	—
Inside length : 10'	✓	—	—
Capacity : 6 cu/yd to 7 cu/yd with sides	✓	—	—
No taller than 27" and a tail gate no taller than 42"	✓	—	—
Hoist cylinder; Double acting telescopic	✓	—	—
Cab shield : #304 stainless steel cab shield with an integrated 160 gallon pre-wet liquid tank.	✓	—	—
Headboard and sides constructed from 3/16" #304 stainless steel. <b>False wall hinge sides are unacceptable.</b>	✓	—	—
The tailgate will be double acting, six panel, and constructed from 3/16" #304 stainless steel.	✓	—	—
Tailgate shall be air operated and shall latch and unlatch with a double acting air cylinder. The tailgate will have two coal doors, one in the center and one on the left side of the tailgate.	✓	—	—
The floor shall be constructed of 1/4" Hardox high tensile steel with a minimum 205,000 psi tensile strength.	✓	—	—
The understructure of the body shall consist of two 10" longitudinal I-beams.	✓	—	—
The complete body shall have a central lube kit, Using hydraulic hose, with all grease points brought out to the edge of the body. <b>Plastic tubing is unacceptable</b>	✓	—	—
The side tilt floor shall be raised to reload the conveyor by use of two double acting cylinders. The conveyor is an integral part of the body floor and runs longitudinally down the driver's side of the body, discharging in front of the rear wheels.	✓	—	—
There shall be a 1/4" Hardox 205,000 psi two section chain cover.	✓	—	—
The chain shall contain bar flights every other link for greater strength and consistent material flow.	✓	—	—
A rear access plate with access to the conveyor chain in the rear apron.	✓	—	—
All chain links are protected by an integral chain guard leaving only the bar flights exposed.	✓	—	—
The chain shall be driven by a 25:1 ratio gearbox.	✓	—	—
The spinner shaft has a top mounted bi-rotational hydraulic motor to spin an 18" poly disc.	✓	—	—
The spinner assembly is chassis mounted and is both laterally and vertically adjustable and removable.	✓	—	—
A poly chute feeds the spreading disc. The chute is both adjustable and removable.	✓	—	—
The body will be undercoated with an environmentally friendly undercoat.	✓	—	—

**Required Options**

The body shall have a fold up ladder with grip steps .  \_\_\_\_\_  
A shovel holder shall be installed.  \_\_\_\_\_

The body will have a #304 Stainless steel  
12" Bolt-On Asphalt Apron.  \_\_\_\_\_

**Delivery shall be no later than  
10 days After Receipt of Order** \_\_\_\_\_

8-9 months A.R.O.

**Please state what your warranty is:** 1 year parts & labor on all Tenco manufactured products

\_\_\_\_\_

**Please list and explain any deviations from the specifications:**

We do not have the bodies in stock, so it will be 8-9 months to delivery after award.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



---

---



# EQUIPMENT SPECIALISTS

180 Roberts Street, East Hartford CT 06108 Tel: (860) 296-7000 • www.ES-CT.com

January 20, 2022

**FOH**

Attn: Town of Newburgh, N.Y.

Tenco-TCB-10-T-NL-C-NL-LF

REF: MDC

We are Pleased to Quote the Following Body for Installation by the customer

- #304 Stainless Steel All-Season Dump Body.
- Liquid tank integrated cab shield.
- Ladder.
- Air actuated tailgate.
- A double acting main body hoist power up and down (1<sup>st</sup> stage only).
- ¼" Hardox 205,000 psi Hi-Tensile steel floor.
- Three oval cut-outs in rear corner posts for lights.
- 18" polyurethane spinner.
- 160 gallon pre-wet tank.
- Two coal chutes in tailgate, left & right side.
- Bolt-on 12' #304 stainless steel asphalt apron.
- Two units, for Cash & Carry

FOB: E. Hartford, CT..... \$ 49,668.00/ea.

**Total:**..... \$ 99,336.00.

**DELIVERY: 7 months A.R.O.**

**QUOTE VALID: 30 DAYS**

Respectfully Submitted,

Glenn Slade- Sales Consultant  
Equipment Specialist

## #304 SS 12-M Single Axle Bid Specifications

<u>Combination Spreader/Dump Body</u>	<u>Yes</u>	<u>No</u>	<u>Deviations</u>
Heavy duty body serving as a spreader or dump body transformed by a <i>single wall</i> hydraulic tilting floor.	<u>x</u>	---	---
Inside length : 10'	<u>x</u>	---	---
Capacity : 6 cu/yd to 7 cu/yd with sides	---	---	---
No taller than 27'' and a tail gate no taller than 42''	<u>x</u>	---	---
Hoist cylinder; Double acting telescopic	<u>x</u>	---	---
Cab shield : #304 stainless steel cab shield with an integrated 160 gallon pre-wet liquid tank.	<u>x</u>	---	---
Headboard and sides constructed from 3/16'' #304 stainless steel. <b>False wall hinge sides are unacceptable.</b>	<u>x</u>	---	---
The tailgate will be double acting, six panel, and constructed from 3/16'' #304 stainless steel.	<u>x</u>	---	---
Tailgate shall be air operated and shall latch and unlatch with a double acting air cylinder. The tailgate will have two coal doors, one in the center and one on the left side of the tailgate.	<u>x</u>	---	---
The floor shall be constructed of 1/4'' <b>Hardox</b> high tensile steel with a minimum 205,000 psi tensile strength.	<u>x</u>	---	---
The understructure of the body shall consist of two 10'' longitudinal I-beams.	<u>x</u>	---	---
The complete body shall have a central lube kit, Using hydraulic hose, with all grease points brought out to the edge of the body. <b>Plastic tubing is unacceptable</b>	<u>x</u>	---	---
The side tilt floor shall be raised to reload the conveyor by use of two double acting cylinders. The conveyor is an integral part of the body floor and runs longitudinally down the driver's side of the body, discharging in front of the rear wheels.	<u>x</u>	---	---
There shall be a 1/4'' <b>Hardox</b> 205,000 psi two section chain cover.	<u>x</u>	---	---
The chain shall contain bar flights every other link for greater strength and consistent material flow.	<u>x</u>	---	---
A rear access plate with access to the conveyor chain in the rear apron.	<u>x</u>	---	---
All chain links are protected by an integral chain guard leaving only the bar flights exposed.	<u>x</u>	---	---
The chain shall be driven by a 25:1 ratio gearbox.	<u>x</u>	---	---
The spinner shaft has a top mounted bi-rotational hydraulic motor to spin an 18'' poly disc.	<u>x</u>	---	---
The spinner assembly is chassis mounted and is both laterally and vertically adjustable and removable.	<u>x</u>	---	---
A poly chute feeds the spreading disc. The chute is both adjustable and removable.	<u>x</u>	---	---
The body will be undercoated with an environmentally friendly undercoat.	---	<u>x</u>	---

**Required Options**

The body shall have a fold up ladder with grip steps .	_____	<u>  x  </u>	_____
A shovel holder shall be installed.	_____	<u>  x  </u>	_____
The body will have a #304 Stainless steel 12" Bolt-On Asphalt Apron.	<u>  x  </u>	_____	_____

**Delivery shall be no later than  
10 days After Receipt of Order**

\_\_\_\_\_   x   28-30 weeks A.R.O.

**Please state what your warranty is:** 12 months from delivery parts & labor

\_\_\_\_\_

**Please list and explain any deviations from the specifications:**

No undercoating on the body floor

No Fold-Up ladder, three rungs only

No shovel holder

Delivery from Tenco 6 to 7 months lead time

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOWN OF NEWBURGH  
SUMMARY OF QUOTATION FORM

REQUESTED BY: \_\_\_\_\_

DATE PREPARED: \_\_\_\_\_

02-18-22

ITEM/SERVICE PURCHASED (2) Two Tenco. TEB. 10-T-NL-C-NL-LF. 10' Combination dump body/freshen spreader Stainless Steel

VENDOR NAME AMTHOKS WELDING

EQUIPMENT SPECIALISTS

TENCO

ADDRESS 20 OS REY LN

180 Roberts Street

29 Pittman Road

CITY/STATE/ZIP SHADWEE NY 12525

East Hartford CT 06108

BORER, VT 05641

PHONE # 1-845-778-5576

1-860-296-7000

1-802-735-3588

CONTACT PERSON Todd Widmark

GLENN SLADE

SHIG MURRAY

PRICE QUOTED \$45,950<sup>00</sup> each TOTAL \$91,900<sup>00</sup>

\$49,668<sup>00</sup> each TOTAL \$99,336<sup>00</sup>

\$47,225<sup>00</sup> each TOTAL \$94,450<sup>00</sup>

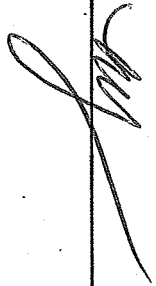
EXPIRATION DATE \_\_\_\_\_ 30 days

30 days

VENDOR CHOSEN AMTHOKS WELDING

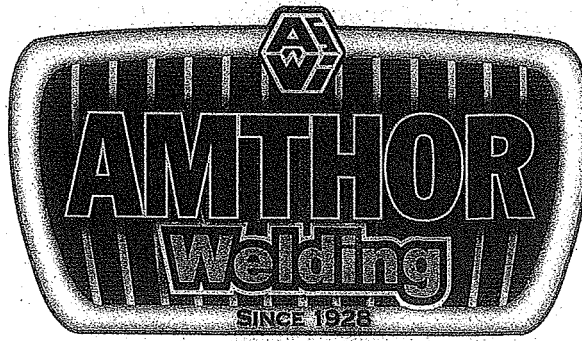
\*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_



DATE: 2/20/22

(ATTACH WRITTEN QUOTES)



Tank Truck and Truck Body Equipment Specialists

**AMTHOR WELDING Inc.**

20 Osprey LN  
Gardiner NY 12525  
Phone # 845-778-5576

TOWN OF NEWBURGH --High-Way Dept.

01-11-2022

- a) **TENCO: model TCB-10-T-NL-C-NL-LF – 10' combination dump body/material spreader with ½ cab shield, ladder, air release tailgate, double acting hoist, (SIDES/FRONT/TAILGATE/ 304 STAINLESS STEEL with a-1/4" HARDOX STEEL FLOOR) ladder/3 pair of oval light cut outs in rear corner posts/ spinner / 160 gal pre-wet tank.**  
10' long with 6/8 yard capacity  
2 tailgate chutes -left side and center.  
Bolt-on asphalt pan  
Stainless Steel Body no paint  
**Cash & Carry Price \$45,950.00 PER UNIT FOB Gardiner NY 12525**
- 

**We have two (2) units for you @ total of \$91,900.00**

**Equipment is in our yard ready to be picked up**

**Todd Widmark**  
**Director of Operations**



# EQUIPMENT SPECIALISTS

180 Roberts Street, East Hartford CT 06108 Tel: (860) 296-7000 • www.ES-CT.com

January 20, 2022

**FOH**

Attn: Town of Newburgh, N.Y.

Tenco-TCB-10-T-NL-C-NL-LF

REF: MDC

We are Pleased to Quote the Following Body for Installation by the customer

- #304 Stainless Steel All-Season Dump Body.
- Liquid tank integrated cab shield.
- Ladder.
- Air actuated tailgate.
- A double acting main body hoist power up and down (1<sup>st</sup> stage only).
- ¼" Hardox 205,000 psi Hi-Tensile steel floor.
- Three oval cut-outs in rear corner posts for lights.
- 18" polyurethane spinner.
- 160 gallon pre-wet tank.
- Two coal chutes in tailgate, left & right side.
- Bolt-on 12' #304 stainless steel asphalt apron.
- Two units, for Cash & Carry

FOB: E. Hartford, CT..... \$ 49,668.00/ea.

**Total:.....\$ 99,336.00.**

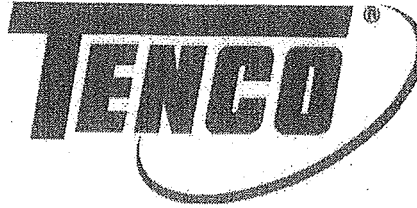
**DELIVERY: 7 months A.R.O.**

**QUOTE VALID: 30 DAYS**

Respectfully Submitted,

Glenn Slade- Sales Consultant  
Equipment Specialist





January 19<sup>th</sup> 2022  
Town of Newbury, N.Y.  
Re: 10' #304 SS 12-M Quote  
Attn: Highway Department

Dear Sirs,

Tenco Industries is pleased to offer you the following equipment for your consideration;

- 1) **TENCO TCB-10-T-NL-C-NL-LF #304 Stainless Steel All-Season Body.**  
The body includes; ¼" HARDOX, 205,000 psi Hi-Tensile steel in the floor.  
***Hardox steel is 100% virgin steel and contains no recycled steel. Virgin steel is much less susceptible to pre-mature rusting due to contaminants in recycled steel. Hardox steel is also primed during the production process thereby preventing corrosion prior to the fabrication process.*** The body sides and front are made out of 3/16" #304 stainless steel, an 18" poly spinner, ***stainless steel lines under the body*** are #304 stainless steel, all grease points are removed out to the edge of the body, a double acting main hoist and nitrited side tilt cylinders, air tailgate, a fold-down step ladder, two coal doors in the tailgate. **Delivery 32-36 weeks A.R.O.**

Your price on the above equipment for Cash & Carry..... **\$47,225.00ea.**

**Total: .....\$94.450.00**

All prices and Freight are F.O.B. Barre, VT.

*This quote is valid for 30 days.*

Thank you for the opportunity to quote,

*Greg Murray*

Greg Murray  
Sales Representative  
Tenco New England Inc.

#8B



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

*Attorney-Client privileged*  
MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR  
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2020 and 2021);  
VEE-JOE OPERATING CO. INC. AND MIDPORT  
PROPERTIES INC. (500 STONY BROOK COURT)  
OUR FILE NO: 800.24

DATE: FEBRUARY 8, 2022

P: 845.562.9100  
F: 845.562.9126  
655 Little Britain Road  
New Windsor, NY 12553  
P.O. Box 2280  
Newburgh, NY 12550

**ATTORNEYS**

David L. Rider  
Charles E. Frankel  
Michael J. Matsler  
Mark C. Taylor  
Deborah Weisman-Estis  
M. Justin Rider  
William E. Podszus

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

**COUNSEL**

Stephen P. Duggan, III  
John K. McGuirk  
(1942-2018)

**OF COUNSEL**

Craig F. Simon  
Irene V. Villacci

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Stipulation of Settlement, a proposed Order and Judgment Reducing Assessments and a chart showing the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a map showing the location of the tax parcel which is the subject of the proceedings which contains an office building on Stony Brook Court.

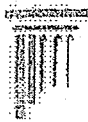
The settlement provides for a reduction in assessed value of \$77,000 from \$212,000 to \$134,800 for 2020 and a reduction of \$84,875 from \$212,000 to \$127,125 for 2021. The Consent Order and Judgment specifies that the provisions of RPTL Section 727 apply, holding the Assessed Value at \$127,125 for the 2022, 2023 and 2024 assessment rolls, subject to the statutory exceptions.

The chart indicates that the refund liability for the Town (including Highway but not including special districts and the Fire District) will be approximately \$2,531.62.

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

MCT/sel  
Enc.

cc: Lisa M. Vance Ayers, Town Clerk  
Assessor (via e-mail)  
Joseph P. Pedi, Receiver of Taxes (via e-mail)  
Ronald Clum, Town Accountant (via e-mail)  
Cathy L. Drobny, Esq. (via e-mail)



E. STEWART  
**Jones Hacker Murphy** LLP  
 ATTORNEYS & COUNSELORS AT LAW

Please send all mail to:  
 SCHENECTADY

November 9, 2021

VIA E-MAIL - [mtaylor@riderweiner.com](mailto:mtaylor@riderweiner.com)

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

MAIN OFFICE:  
 28 SECOND STREET  
 TROY, NY 12180

200 HARBORSIDE DRIVE, SUITE 300  
 SCHENECTADY, NY 12305

511 BROADWAY  
 SARATOGA SPRINGS, NY 12866

41 STATE STREET, SUITE 604-05  
 ALBANY, NY 12207

PHONE: (518) 274-5820  
 FAX: (518) 274-5875

[www.joneshacker.com](http://www.joneshacker.com)

RE: Vee-Joe Operating Co. Inc. v. Town of Newburgh  
 Index Nos. EF003188-2020 & EF005032-2021  
 Our File No. 5018.157

Dear Mark:

Attached please find the proposed Stipulation of Settlement and Order and Judgment Reducing Assessments relative to the above-referenced proceedings. The subject property is a 5,600 sq. ft. office building located at 500 Stony Brook Court. There are currently two (2) years pending. The current assessment is \$212,000 which equates to a FMV of approximately \$708,000 in 2020 and \$750,500 in 2021.

The property sold on January 16, 2019 for a purchase price of \$450,000. After review of the sale documents, rent roll and the petitioner's 2019 and 2020 Form 8825 tax returns, a settlement was negotiated reducing the value to the sale price.<sup>1</sup> The assessed value of \$127,125 will be held for 2022, 2023 and 2024 pursuant to the statute, subject to the usual exceptions.

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

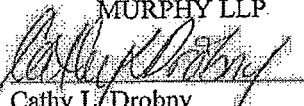
I have attached for your review a copy of only the refund chart for this settlement. The values requested on the BOARs and Petitions are the values of the proposed settlement.

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

Very truly yours,

E. STEWART JONES HACKER  
 MURPHY LLP

By:

  
 Cathy L. Drobny  
[cdrobny@joneshacker.com](mailto:cdrobny@joneshacker.com)  
 Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Gilbert Piaquadio, Supervisor  
 Lori Coody, Assessor

<sup>1</sup> The 2020 FMV is \$450,083 due to the value that was requested in the Petition.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
In the Matter of the Application of

VEE-JOE OPERATING CO. INC.,  
MIDPORT PROPERTIES INC.

Petitioner,

- against -

TOWN OF NEWBURGH, (Municipal Corporation),  
its ASSESSOR AND BOARD OF ASSESSMENT REVIEW,

Respondents.

For Review of the Assessment of certain Real Property  
in the Town of Newburgh, New York for Assessment Rolls  
2020, and 2021.

----- X

STIPULATION OF  
SETTLEMENT

Index Nos.:

EF003188/2020  
EF005032/2021

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective parties hereto, that a proposed Order and Judgment, a copy of which is annexed hereto, shall be made and entered settling certain proceedings brought by the Petitioner to review the tax assessments fixed and imposed by the Town of Town of Newburgh for the assessment rolls 2020, and 2021 for purposes of taxation upon certain real property 500 Stony Brook Court, in the Town of Newburgh, and known as Section/Block/Lot: 97-1-54 on the official assessment map of said municipality, and providing that the assessed valuations of petitioner's property upon the assessment rolls of the Town of Goshen be settled as follows:

STIPULATED AND AGREED, that the assessed valuations of Petitioner's property upon the assessment rolls of the Town of Newburgh be reduced, corrected and fixed as follows:

TAX LOT	YEAR	ORIGINAL ASSESSMENT	CORRECTED ASSESSMENT	ASSESSMENT REDUCTION
97-1-54	2020	\$ 212,000	\$ 134,800	\$ 77,200
	2021	\$ 212,000	\$ 127,125	\$ 84,875

and it is further

STIPULATED AND AGREED that the allocations between land and improvements, as reduced, shall be left to the sole discretion of the Assessor of the said municipality; and it is further

STIPULATED AND AGREED that all parties shall abide by section 727 of Real Property Tax Law of the State of New York applicable to 2021 year above; and it is further

STIPULATED AND AGREED that the Order and Judgment provide, pursuant to the Real Property Law of the State of New York, that the officer or officers having custody of the assessment rolls upon which the above mentioned assessments and any taxes levied thereon are entered shall correct said entries in conformity with this Order and Judgment and shall note upon the margin of said entered roll, opposite said entries, that the same have been corrected by the authorization of the Order and Judgment; and it is further

STIPULATED AND AGREED that the Order and Judgment further provide that the County of Orange, and/or the Town of Newburgh, and/or the Newburgh Central School District, as appropriate, shall audit and allow the claim of petitioner for the overpayment of the State, County, and Town, and School taxes (including Library), and taxes relating to any special taxing district for which the Town, and/or County, and/or School District, collects such taxes, as appropriate, against the original assessments in

excess of what the taxes would have been if said assessments made in the aforesaid years had been made upon the reduced valuations, together with the proportionate share of any interest or penalty paid by reason of delinquent payment of said excess taxes, and it is further

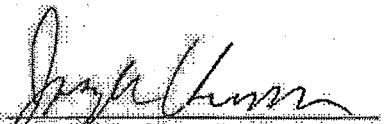
STIPULATED AND AGREED that the Order and Judgment provide that all said refunds to be made by respondents Town of Newburgh, and/or Newburgh School District, and/or County of Orange, or any of the various tax authorities, be made by check or draft, payable to the order of "Savad Churgin", as attorneys for the petitioner; and it is further


STIPULATED AND AGREED that the Order and Judgment further provide that the refunds shall include interest thereon at the statutory rate in accordance with Real Property Tax Law, Section 726(2), however, interest is waived if refunds are paid within sixty (60) days after a copy of the Order with Notice of Entry is served; and it is further

STIPULATED that an Order shall be submitted to the Court in the form annexed.

Date: 11-1-21

Date:

  
Joseph A. Churgin, Esq.  
Savad Churgin  
Attorneys for Petitioner  
55 Old Turnpike Road, Ste. 209  
Nanuet, NY 10954

  
Cathy L. Drobny, Esq.  
E. Stewart Jones Hacker Murphy LLP  
Attorneys for Respondents  
200 Harborside Drive Suite 300  
Schenectady, NY 12305

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

Assigned to  
Hon. Catherine M. Bartlett.

----- X  
In the Matter of the Application of

VEE-JOE OPERATING CO. INC.,  
MIDPORT PROPERTIES INC.

**ORDER AND JUDGMENT  
REDUCING ASSESSMENTS**

Index Nos.:

EF003188/2020  
EF005032/2021

Petitioner,

- against -

TOWN OF NEWBURGH, (Municipal Corporation),  
its ASSESSOR AND BOARD OF ASSESSMENT REVIEW,

Respondents.

For Review of the Assessment of certain Real Property  
in the Town of Newburgh New York for Assessment Rolls  
2020 and 2021.

----- X  
Upon the Stipulation by the attorneys for the respective parties hereto, which provides for the settlement of certain proceedings brought by the petitioner to review the tax assessments fixed and imposed by the Town of Newburgh for the assessment rolls 2020, and 2021 for purposes of taxation upon certain real property 500 Stony Brook Court, in the Town of Newburgh, and known as Section/Block/Lot: 97-1-54 on the official assessment map of said municipality, and providing that the assessed valuations of petitioner's property upon the assessment rolls of the Town of Newburgh be settled as follows:

NOW, on motion of SAVAD CHURGIN, attorneys for the petitioner, it is

ORDERED, ADJUDGED AND DECREED that the assessed valuations of Petitioner's property upon the assessment rolls of the Town of Newburgh be reduced, corrected and fixed as follows:

TAX LOT	YEAR	ORIGINAL ASSESSMENT	CORRECTED ASSESSMENT	ASSESSMENT REDUCTION
97-1-54	2020	\$ 212,000	\$ 134,800	\$ 77,200
	2021	\$ 212,000	\$ 127,125	\$ 84,875

and it is further

ORDERED, ADJUDGED AND DECREED that the allocations between land and improvements of said assessment, as reduced, shall be left to the sole discretion of the Assessor of the said municipality, and it is further

ORDERED, ADJUDGED AND DECREED that all parties shall abide by section 727 of Real Property Tax Law of the State of New York applicable to 2021 year above, and it is further

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

ORDERED, ADJUDGED and DECREED that the County of Orange, and/or the Town of Newburgh, and/or the Newburgh Central School District, as appropriate, shall audit and allow the claim of petitioner for the overpayment of the State, County, and Town, and School taxes (including Library), and taxes relating to any special taxing district for which the Town, and/or County, and/or School District, collects such taxes, as appropriate, against the original assessments in excess of what the taxes would have been if said assessments made in the aforesaid years had been made upon the reduced



valuations, together with the proportionate share of any interest or penalty paid by reason of delinquent payment of said excess taxes, and it is further

ORDERED, ADJUDGED and DECREED that all tax refunds to be made by respondents Town of Newburgh, and/or Newburgh School District, and/or County of Orange, or any of the various taxing authorities, be made by check or draft, payable to the order of "Savad Churgin", as attorneys for the petitioner, and it is further

ORDERED, ADJUDGED and DECREED that the refunds shall include interest thereon at the statutory rate in accordance with Real Property Tax Law, Section 726(2); however interest is waived if refunds are paid within sixty (60) days, after a copy of the Order with Notice of Entry is served; and it is further

ORDERED, ADJUDGED and DECREED that the said tax review proceedings shall be settled without the allowance or payment of costs and disbursements to, by or against any party.

Newburgh, New York

Date: \_\_\_\_\_, 2021

HON. CATHERINE M. BARTLETT, AJSC



At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of February, 2022 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- Scott M. Manley, Councilman
- Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING SETTLEMENT OF  
PROCEEDINGS UNDER ARTICLE  
7 OF THE REAL PROPERTY  
TAX LAW;  
SBL #97-1-54  
VEE-JOE OPERATING CO. INC and  
MIDPORT PROPERTIES INC.  
(500 STONY BROOK COURT)  
INDEX NUMBERS 2020-EF003188, and  
2021-EF005032

Councilman/woman \_\_\_\_\_ presented the following resolution which was seconded by Councilman/woman \_\_\_\_\_

WHEREAS; Vee-Joe Operating Co. Inc. and Midport Properties Inc. (together the "Petitioner") have instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of an office building and related improvements located on a parcel of land at 500 Stony Brook Court (Section 97-Block 1-Lot 54) on the tax assessment roll for the tax years 2020 and 2021; and

WHEREAS, special counsel to the Town, E. Stewart Jones Hacker Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioner, the terms of which are embodied in a proposed Stipulation of Settlement and Order and Judgment Reducing Assessments annexed hereto and recommended that the Town Board authorize the settlement; and

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

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

BE IT FURTHER RESOLVED, that E. Stewart Jones Hacker Murphy, LLP, the Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, documents and papers as may be necessary to effectuate and carry out the settlement; and

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

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

Elizabeth J. Greene, Councilwoman ..... voting .....

Paul I. Ruggiero, Councilman ..... voting .....

Scott M. Manley, Councilman ..... voting .....

Anthony R. LoBiondo, Councilman ..... voting .....

Gilbert J. Piaquadio, Supervisor ..... voting .....

The resolution was thereupon declared duly adopted.

#9A

**Town of Newburgh**  
Section 24 Block 4 Lot 1.12

**TOWN OF NEWBURGH**

**Stormwater Control Facility Maintenance Agreement**

THIS STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and HSC Balmville, LLC, an Alabama limited liability company, having an address at 805 Trione Avenue, Daphne, Alabama 36526 (the "Facility Owner").

Whereas, the Municipality and the Facility Owner want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, the Facility Owner is under contract to purchase and become the owner of that certain real property in the Town of Newburgh consisting of approximately +/- 2.16 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner desire that this Agreement shall become effective upon such time as the Facility Owner acquires title to the Property and that the stormwater control measures thereafter be built in accordance with the approved project plans and subsequently maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, and its successors and assigns, to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as "Site Plan Documents for HSC Balmville, LLC" prepared by Bohler Engineering, dated \_\_\_\_\_, 20\_\_\_\_\_, last revised on \_\_\_\_\_, 20\_\_\_\_\_, on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The Facility Owner shall not authorize, undertake, or permit alteration, abandonment, modification, or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. The Facility Owner shall provide to the Municipality within 30 days of the date of this Agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

8. This Agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the Property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

10. This Agreement is effective upon the date and time of recording of the Bargain and Sale Deed providing the Facility Owner with title to the Property

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.





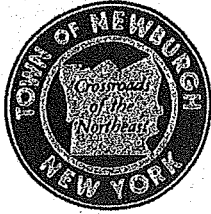
## SCHEDULE "A"

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 shown and designated as Lot No. 1 on a certain map entitled "Lot Line Change & Subdivision Plan Lands of Joseph Filiberti, et al", dated December 30, 1987 prepared by Vincent J. Doce Associates and filed in the Orange County Clerk's Office on 3/23/88 as Filed Map No.8776.

The above premises are also described as follows:

ALL THAT PIECE OR PARCEL OF LAND, SITUATED IN THE TOWN OF NEWBURGH, COUNTY OF ORANGE, STATE OF NEW YORK, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY HIGHWAY BOUNDARY OF ROUTE 9W AT ITS INTERSECTION WITH THE SOUTHERLY HIGHWAY BOUNDARY OF NORTH HILL LANE, THENCE SOUTH 85° 51' 01" EAST, ALONG THE SOUTHERLY HIGHWAY BOUNDARY OF NORTH HILL LANE A DISTANCE OF 310.55 FEET TO A POINT AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS N/F OF JULIANA M. RHINEFIELD, ON THE EAST, AND LANDS N/F OF MARGARET J. FILIBERTI, JOAN M. FILIBERTI-GOTTLIEB, DAVID M. FILIBERTI, BARBARA A. FILIBERTI & ELAINE M. FILIBERTI-HARNEY, ON THE WEST; THENCE SOUTH 15° 40' 49" WEST ALONG SAID LANDS OF RHINEFIELD, LANDS N/F OF AIDA J. ALICEA, LANDS N/F OF KAREN L. KOHANSKI, LANDS N/F OF DAVID HOEY AND LANDS OF JACQUELINE SHEPPARD A DISTANCE OF 345.25 FEET TO A POINT AT ITS INTERSECTION WITH THE PROPERTY DIVISION LINE BETWEEN LANDS N/F OF STEVE CRISCI, ON THE SOUTH, AND SAID LANDS OF FILIBERTI, ON THE NORTH; THENCE NORTH 87° 24' 55" WEST, ALONG SAID PROPERTY DIVISION LINE A DISTANCE OF 241.62 FEET TO A POINT ON THE EASTERLY HIGHWAY BOUNDARY OF ROUTE 9W; THENCE NORTH 04° 08' 55" EAST, ALONG SAID HIGHWAY BOUNDARY A DISTANCE OF 344.87 FEET TO THE POINT OR PLACE OF BEGINNING.



#11A

**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

FROM: Jim Presutti, Commissioner

DATE: January 24, 2022

RE: Chadwick Lake Park Guard Variance Request

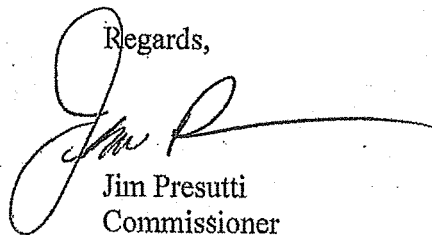
---

The Town policy requires a duty-free half hour lunch for those working six or more consecutive hours. At this time, I'm asking for a variance to this policy for the Chadwick Lake Park guards.

April begins the season for peak attendance at the Park as well as extended hours. To ensure the guard house is not unattended or the Park unsupervised we are requesting approval to waive the required duty-free lunch for the guards during the months of April, May, June, July, August and September.

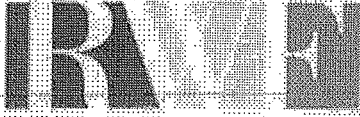
Thank you for your consideration.

Regards,



Jim Presutti  
Commissioner

#11B



Rider Weiner & Frankel *PC*  
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR  
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD AUTHORIZING  
AMENDEMENT AND EXTENSION AGREEMENT WITH THE  
COUNTY OF ORANGE TO PROVIDE CSE SENIOR  
TRANSPORTATION SERVICES  
OUR FILE NO. 800.1(B)( ) (2011); 800.1(B)( ) (2022)

DATE: FEBRUARY 24, 2022

P: 845.562.9100  
F: 845.562.9126  
655 Little Britain Road  
New Windsor, NY 12553  
P.O. Box 2280  
Newburgh, NY 12550

**ATTORNEYS**  
David L. Rider  
Charles E. Frankel  
Michael J. Matsler  
Mark C. Taylor  
Deborah Weisman-Estis  
M. Justin Rider  
William E. Podszus

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

**COUNSEL**  
Stephen P. Duggan, III  
John K. McGuirk  
(1942-2018)

**OF COUNSEL**  
Craig F. Simon  
Irene V. Villacci

Enclosed please find the following resolution pertaining to an Agreement with Orange County for reimbursement of senior transportation expenses:

**RESOLUTION OF TOWN BOARD AUTHORIZING AMENDMENT AND EXTENSION AGREEMENT WITH THE COUNTY OF ORANGE TO PROVIDE CSE SENIOR TRANSPORTATION SERVICES**

Copies of the Amendment and Extension Agreement to the Agreement for Vendor Services with Orange County are also enclosed. This extension is for a one year period. The County's maximum reimbursement will be in a total amount not to exceed \$24,120.00

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

MCT/sel  
Enc.

cc: Town Clerk Lisa M. Vance Ayers (via e-mail)  
James Presutti, Commissioner of Parks, Recreation and Conservation (via e-mail)  
Ronald Clum; Town Accountant (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 or by videoconference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the 28th day of February, 2022 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING AMENDMENT AND  
EXTENSION AGREEMENT WITH  
THE COUNTY OF ORANGE TO PROVIDE  
CSE SENIOR TRANSPORTATION  
SERVICES RFP-OFA04-21

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

WHEREAS, the Town of Newburgh has submitted and the County of Orange has accepted a proposal to provide senior transportation services; and

WHEREAS, the Town of Newburgh is in agreement with the County of Orange findings for the needs and administration of such services, and

WHEREAS, the County of Orange has forwarded an Amendment and Extension Agreement to the Agreement between the County and Town pursuant to which the Town will provide the services, the term of which expires March 31, 2022 Term for an additional period of one (1) year commencing April 1, 2002 and ending March 31, 2023, ; and

WHEREAS, it is required by the County of Orange that the Town Board approve the Amendment and Extension Agreement to the Agreement for Vendor Services effective as of April 1, 2022 as agreed upon with the Orange County Office for the Aging, its form and manner of execution, and

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Amendment and Extension Agreement for the Agreement for Vendor Services with the County of Orange to provide senior transportation services to residents aged 60 and over as to its form and manner of execution and authorizes the Supervisor to sign and deliver the Amendment and Extension Agreement and/or ratifies his signature thereon.

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

Elizabeth J. Greene, Councilwoman voting

Paul I. Ruggiero, Councilman voting

Scott M. Manley, Councilman voting

Anthony R. LoBiondo, Councilman voting

Gilbert J. Piaquadio, Supervisor voting

The resolution was thereupon declared duly adopted.



## AMENDMENT AND EXTENSION AGREEMENT

This Amendment and Extension Agreement ("Amendment #1"), effective as of April 1, 2022 ("Effective Date") and as set forth herein, extends that certain Agreement for Vendor Services effective July 1, 2021 ("Agreement"), by and between the County of Orange, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("County"), and the Town of Newburgh a municipal corporation with principal offices at 311 Route 300, Newburgh, NY 12550, ("Vendor"). County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, County, through its Office for the Aging ("OFA") issued a request on May 12, 2021 seeking proposals for CSE Transportation Services ("RFP- OFA04-21");

WHEREAS, Vendor submitted a proposal dated June 3, 2021 in response to RFP- OFA04-21 ("Vendor's Proposal"), which was reviewed and selected by OFA;

WHEREAS, the Parties entered into the Agreement pursuant to which Vendor agreed to provide the CSE Senior Transportation Services identified in RFP-OFA04-21 and Vendor's Proposal ("Services");

WHEREAS, the term of the Agreement was for one (9) months, commencing July 1, 2021 and ending on March 31, 2022 ("Initial Term"); with a not to exceed cost of \$16,965.00 set forth in Article 3 of the Agreement

WHEREAS, the Agreement provided for the renewal and extension thereof, for up to four (4) additional periods of one (1)-year each, at County's sole option;

WHEREAS, the Parties now desire to amend the Agreement, as modified by the Initial Term by adding funds and extending the Agreement for an additional period of one (1) year, commencing on April 1, 2022, upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #1 as if set forth at length herein.

2. The Agreement is hereby extended for an additional one (1)-year period, commencing on April 1, 2022 and ending on March 31, 2023 ("Renewal Term #1").

3. Pursuant to Paragraph 2. hereof, Article 2 of the Agreement entitled "Term of Agreement" is hereby amended to reflect the end date of Renewal Term #1, which is March 31, 2023.

4. The not to exceed cost for Renewal Term #1, to be paid by the County to the Vendor for the Services, is \$24,120 as set forth in the annexed Schedule B-2 which is hereby incorporated into and made part of this amendment #1.

5. Pursuant to Paragraph 4 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of \$41,085.00.

6. The annexed Schedule B-1 hereby supersedes and replaces Schedule B (annexed to the agreement) in its entirety.

7. Sexual Harassment Certification by Vendor. Pursuant to the New York State Finance Law §139-1, by execution of this Amendment #1, Vendor and the individual signing this Amendment #1 on behalf of the Vendor certifies, under penalty of perjury, that Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

8. Except as modified by this Amendment #1, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #1, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #1 and the Agreement, the terms and conditions of this Amendment #1 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment #1 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

**County of Orange**

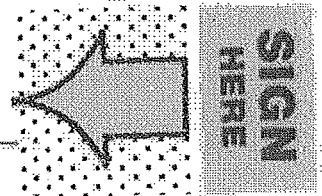
By: \_\_\_\_\_  
Name: Stefan ("Steven") M. Neuhaus  
Title: County Executive

DATE: \_\_\_\_\_

**Town of Newburgh**

By: \_\_\_\_\_  
Name: Gil Piaquadio  
Title: Supervisor

DATE: \_\_\_\_\_





**SCHEDULE B-1**

**FEES AND EXPENSES**

UNITS OF SERVICE	UNIT COST	COST OF SERVICE
2680 units of Transportation	\$12.00 (per one way trip per person)	\$32,160.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$32,160.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$24,120.00.

(b) Anticipated Income – Voluntary contributions in amount of \$2,000.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$6,040.00 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

**Please Note** - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$2,000.00 projected on Schedule B to the Agreement shall be borne by Vendor.



COUNTY OF ORANGE / Department of General Services

STEVEN M. NEUHAUS  
County Executive

22 WELLS FARM ROAD  
GOSHEN, NEW YORK 10924  
TEL: (845) 291-2792  
FAX: (845) 360-7206

TO: Potential Contractors with Orange County, NY  
FROM: James Burpoe, Commissioner of General Services  
DATE: June 19, 2017  
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as "Pay-to-Play" which prohibits the making of certain contracts with entities or persons which have made campaign contributions on or after January 1, 2014 above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

**Exemptions from the Pay-to-Play law:**

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
  - a. Project Labor Agreements;
  - b. Contracts required to be awarded to the lowest bidder under New York State law;
  - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
  - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
  - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
  - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
  - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
  - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
  - i. Sole Source or Single Source provider contracts;
  - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
  - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return **FORM A** with your quote/bid/proposal/qualifications/application/etc. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract, **FORM B** - a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit <http://orangecountygov.com/content/124/1332/1392/default.aspx>.

**FORM A**

**TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.**

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, except:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
  - a. Project Labor Agreements;
  - b. Contracts required to be awarded to the lowest bidder under New York State law;
  - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
  - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
  - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
  - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
  - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
  - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
  - i. Sole Source or Single Source provider contracts;
  - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
  - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: "an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments."

Please provide the following information AS APPLICABLE to your Professional Business Entity. Please attach additional pages as necessary and note the attachment in the response below:

1. The name and business address of your Professional Business Entity (if your business is a partnership, limited liability partnership or joint venture, please list all partners and Entity names and addresses):

Town of Newburgh located at 1496 Route 300, Newburgh NY, 12550. A political subdivision of the state of New York.

2. If your entity is a Corporation or Business Trust, list the names and addresses of owners of 10% or more of the equity:

N/A

3. If your Entity is a Corporation, Professional Corporation, Limited Liability Company or Business Trust, list all officers' names and addresses (include for each Entity in a joint venture):

N/A

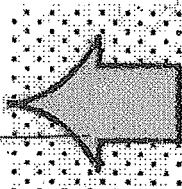
4. The name(s) and address(es) of any subsidiary directly controlled by your Professional Business Entity are:

N/A

Signature

Gilbert Raquadio

Print Name



SIGN  
HERE

Date

Supervisor

Title

**FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT**

**MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.**

This sworn (or affirmed) statement is made under penalty of perjury.

\_\_\_\_\_ being duly sworn, deposes and says:

(Print Signatory's Name)

*N/A Town of Newburgh  
is a political subdivision  
of the state of New York.*

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York "Pay-to-Play" local law) identified below, and the County of Orange New York ("County").
2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.
3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.
4. I am familiar with the County's Orange County, New York Pay-to-Play Local Law (the "Law"), which has been made available to me.
5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:
  - (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,
  - (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).
7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.
8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

N/A

\_\_\_\_\_  
Print Name of Professional Business Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Date

**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: Town of Newburgh  
1496 Route 300, Newburgh, NY, 12550

Name and Title of Person Submitting this Form: Gilbert Proquadio, Supervisor

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):  No  Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):  No  Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):  No  Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-responsibility: \_\_\_\_\_

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names, individual or entity due to the intentional provision of false or incomplete information? (Please circle):  No  Yes

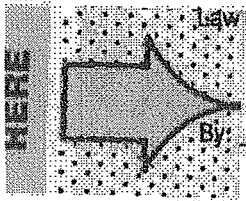
6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.



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

Date: \_\_\_\_\_



**Instructions for Completing the  
Offeror Disclosure of Prior Non-Responsibility Determinations**

**Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

**Instructions:**

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

**IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL) §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

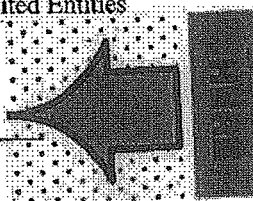
- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

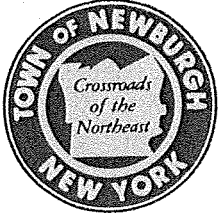
During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE  
*Town of Newburgh*  
BUSINESS NAME

SIGNATURE  
*Gilbert Paquadio*  
NAME  
*Supervisor*  
TITLE





## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#11C  
Lisa

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene M Black, Personnel

Date: February 10, 2022

Re: Recreation Attendant Position

---

Please see attached the recommendation from James Presutti, Commissioner, to fill the position of Recreation Attendant. We had two employees show an interest in this position and after doing the interviews Mr. Presutti is recommending Brian McGann as the new Recreation Attendant. Since Mr. McGann is already an employee he will need to complete full time paperwork only. Full time date will be on or after March 7, 2022. His salary will be \$19.6436 per hour per the CSEA contract Step 7.

Thank you in advance.



## 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: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: February 17, 2022

RE: Request to Hire F/T Recreation Attendant

---

At this time we are requesting your approval to hire Brian McGann as a full time Recreation Attendant in the Recreation Department. Mr. McGann will be hired at the rate of \$19.6436/hour. The salary for this position is in the 2022 budget.

Start date for this position will be on or after March 7<sup>th</sup>. Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

**To: Personnel Department**

NAME OF CANDIDATE: BRIAN MCGANN

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION ATTENDANT

FULL TIME OR PART TIME: FULL TIME


HOURLY RATE: \$19.6436

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 7310.5100

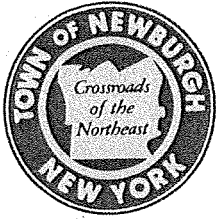
PROPOSED HIRE DATE: ON OR AFTER 3/07

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

  
DEPARTMENT HEAD SIGNATURE

2/17/22  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT.



#11D  
USA

## 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 Members

From: Charlene M Black, Personnel 

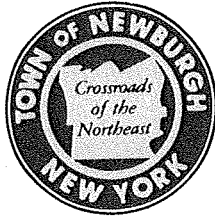
Date: February 10, 2022

Re: Recreation Aide Position

---

Please see attached the recommendation from James Presutti, Commissioner, to fill the position of Recreation Aide. We had two employees show an interest in this position and after doing the interviews Mr. Presutti is recommending Norman Coard as the new Recreation Aide. Since Mr. Coard is already an employee he will need to complete full time paperwork only. Full time date will be on or after March 7, 2022. His salary will be \$17.7728 per hour per the CSEA contract Step 5.

Thank you in advance.



## 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: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: February 17, 2022

RE: Request to Hire F/T Recreation Aide

---

At this time we are requesting your approval to hire Norman Coard as a full time Recreation Aide in the Recreation Department. Mr. Coard will be hired at the rate of \$17.7728/hour. The salary for this position is in the 2022 budget.

Start date for this position will be on or after March 7<sup>th</sup>. Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

**To: Personnel Department**

NAME OF CANDIDATE: NORMAN COARD

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: FULL TIME


HOURLY RATE: \$17.7728

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 7110.5100

PROPOSED HIRE DATE: ON OR AFTER 3/07

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

  
DEPARTMENT HEAD SIGNATURE

2/17/22  
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT**

COPY TO ACCOUNTING DEPARTMENT  
5-22-2017



#12A



## 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 23, 2022

To: Newburgh Town Board ✓

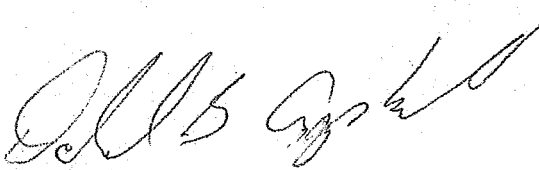
Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Request to fill vacancy

I am requesting authorization to begin the process of filling a vacant Lieutenant position. Since Lieutenant Nenni retired at the end of 2020 the position has remained vacant. An increase in administrative tasks initiated by the use of body cameras, and legislation regarding discovery material and freedom of information requests has been overwhelming. The position is budgeted as a Lieutenant position in the 2022 police budget however I would also like the Town Board to consider the position of Deputy Chief in lieu of the Lieutenant position. There are several advantages to a Deputy Chief position including a clear line of command in my absence and additional supervision over Lieutenants.

Orange County Civil Service requires any promotions be selected from the Orange County Civil Service Promotional List. I am requesting permission to call for the promotional Lieutenant list as well as the promotional Sergeant list as any promotion would create a vacancy at Sergeant. If the Town Board would like to make a Deputy Chief position then the Chief's list would also have to be called for. Thank you for your consideration on this matter.

  
Donald B. Campbell  
Chief of Police

#12B Lisa



**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 23, 2022

To: Newburgh Town Board

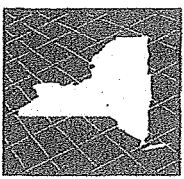
Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Request to begin search for K9 and handler

I am requesting authorization to begin the process of searching for a K9 handler and K9. The next school is scheduled to start at the Orange County Police K9 Training center on March 14<sup>th</sup>. I am not sure if a handler and K9 can be selected by that date. The next available training would begin in the fall.

Donald B. Campbell  
Chief of Police



P E R M A

**Public Employer Risk Management Association, Inc.**

9 Cornell Road, Latham, NY 12110

Toll Free in US (888) 737-6269

www.perma.org

#13

February 14, 2022

Town of Newburgh  
1496 NY-300  
Newburgh, NY 12550

Dear Member:

The ongoing recovery from the Coronavirus pandemic continues to challenge us in a variety of ways. At PERMA, we serve over 525 Members across New York State facing these unique circumstances within their entity and surrounding communities. While the impact of these unprecedented times will still be determined, we remain understanding and supportive of our membership in as many ways possible.

From the overwhelming response from our Members, PERMA is pleased to continue to offer an early renewal credit. If you decide to renew with PERMA by March 1st, 2021, we will provide an additional 3% credit off the contribution:

Total Contribution	\$621,609
3% Early Renewal Credit	(\$18,648)
Additional 2% credit if you pay in full by 4/1/2022 (only eligible on contribution over \$50,000)	(\$12,059)
Total New York State Assessment	\$21,665
<b>Total Contribution &amp; NYS Assessment</b>	<b>\$612,567</b>

Also, PERMA will waive the payroll audit invoicing on this upcoming renewal to further assist in alleviating any disruption to your coverage.

To accept this additional renewal credit, please execute this document, save a copy for your records, and submit to our Member Services Department via email at memberservices@perma.org. Upon receipt, your Underwriter will follow up with you regarding the full agreement and answer any questions you may have at that time.

On behalf of the PERMA staff, we extend our sincere thanks for all you are doing during this time. We are here for you, so please do not hesitate to contact us with any questions.

Sincerely,

Alfred G. Campney  
Senior Director of Marketing & Underwriting

I authorize and accept this renewal for our upcoming coverage year with PERMA.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_