

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

# **AGENDA**

**AUDIT/WORKSHOP TOWN COUNCIL MEETING  
Wednesday, May 15, 2013  
(7:00 p.m.)**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. APPROVAL OF AUDIT**
- 6. POLICE:**
  - A. Hiring of Part Time Police Officer(s)**
  - B. Authorization to Hire Full Time Dispatcher**
- 7. RECREATION:**
  - A. Authorization to Hire Seasonal Lifeguard**
  - B. Authorization to Hire Seasonal Recreation Aide**
  - C. Camp Variance—Duty Free Lunch**
  - D. Trolley Policy**
- 8. HIGHWAY: Authorization to Hire Seasonal Employee(s)**
- 9. ASSESSOR: Certiorari Settlement/Carroll's Corp. North Plank Road**
- 10. DATA PROCESSING:**
  - A. Purchase of Computer for Water Supply**
  - B. Purchase of Computer for Code Compliance**
  - C. E-Waste**
- 11. LABOR ATTORNEY CONTRACT**
- 12. ADJOURNMENT**

**5. APPROVAL OF AUDIT**

MAY 15 2013

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AUDIT # 9

May 15, 2013

VOUCHERS: 131819 to 132003

FUND	REGULAR	PREPAID
GENERAL	\$ 73,871.41	\$ 55,196.75
TRUST & AGENCY	11,828.32	-
STREET LIGHTING	17,381.26	-
HIGHWAY	201,252.36	-
WATER	65,329.08	-
SEWER	7,979.46	-
WATER CAPITAL	336,186.61	-
SEWER CAPITAL	-	-
HIGHWAY CAPITAL	-	-
GENERAL CAPITAL	1,250.00	-
SPECIAL DISTRICT	-	-
TOTAL	\$ 715,078.50	\$ 55,196.75
GRAND TOTAL	<u>\$ 770,275.25</u>	

**AUDIT # 9**  
**5/15/2013**  
**VOUCHERS: 131819 to 132003**

Audit Date: May 15, 2013

To the Supervisor:

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

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

<u>Voucher</u>	<u>Vendor Name</u>	<u>Amount</u>
131849	MC superior electric	440.00
131850	MC superior electric	245.00
131851	MC superior electric	1,285.00
131860	Schmidts wholesale	461.85
131883	Chemung supply	1,815.82
131910	Schmidts wholesale	17,829.10
131911	Schmidts wholesale	3,351.32
131919	Toshiba business solutions	17.50
131955	NY Communicaton	3,725.00
131983	Toshiba business solutions	4,130.00
132002	Mid hudson mack	13,091.59

Dated: \_\_\_\_\_

\_\_\_\_\_  
Andrew J. Zarutskie, Town Clerk

Town Board:

Exceptions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. **POLICE:**
  - A. **Hiring of Part Time Police Officer(s)**
  - B. **Authorization to Hire Full Time Dispatcher**

MAY 15 2013

6a  
Deb



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy  
Chief Michael Clancy

(845) 564-1100

May 9, 2013

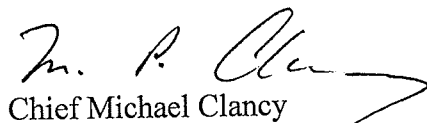
To: Town Board

From: Chief Michael Clancy

Subject: Authorization to Hire Part-Time Police Officers

All three candidates for part-time Police Officer have passed a physical, drug test and psychological exam. Therefore I am requesting authorization to hire Drew McKenzie, Michael Barrese and Joshua Kemloge as part-time Police Officers effective May 16, 2013 at the starting salary of \$24.00 an hour.

Respectfully Submitted,

  
Chief Michael Clancy

cc: Charlene Black

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Drew McKenzie

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part time

HOURLY RATE: \$ 24.00

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3120.01

PROPOSED HIRE DATE: 5/16/13

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

5/9/13  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Joshua Kemloge

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part time

HOURLY RATE: \$ 24.00

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3120.01

PROPOSED HIRE DATE: 5/16/13

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

M. Cleary  
DEPARTMENT HEAD SIGNATURE

5/9/13  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Michael Baresse

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part

HOURLY RATE: \$ 24.00

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3120.01

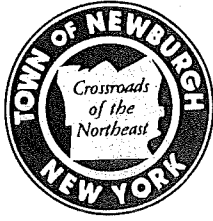
PROPOSED HIRE DATE: 5/16/13

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

5/9/13  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Deb  
63

PERSONNEL DEPT.

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

To: Supervisor Booth  
Town Council  
Jackie Calarco, Town Accountant

From: Charlene M Black, Personnel Director

Date: May 8, 2013

Re: Full Time Dispatcher

I received the Orange County Canvas List for Full time dispatcher. The top eight spots were the grade 95. Michael Scott was in the sixth position of the grade 95, so we do not have to canvas the list. Chief Clancy was recommending hiring Michael Scott who is a part time dispatcher now from the list. Mr. Scott has fulfilled his probation and would be an excellent candidate. His approval will be pending a 911 keyboard performance test. Also, upon your approval, Mr. Scott would need to complete any paperwork pertaining to the fulltime position. Thank you for your attention to this matter.



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy  
Chief of Police

(845) 564-1100

May 8, 2013

To: Town Board

From: Deputy Chief Donald B. Campbell

Subject: Authorization to Fill Vacant Full-Time Dispatcher Position

I am requesting authorization to appoint Michael Scott to the position of full-dispatcher effective May 16, 2013 pending a typing test with Orange County Personnel.

Respectfully Submitted,

Deputy Chief Donald B. Campbell

cc: Charlene Black

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Michael Scott

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME: Full

HOURLY RATE: \$ 17.9036

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3120.01

PROPOSED HIRE DATE: 5/16/13

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

M. P. [Signature]  
DEPARTMENT HEAD SIGNATURE

5/9/13  
DATE

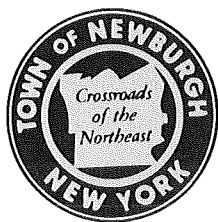
ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

**7. RECREATION:**

- A. Authorization to Hire Seasonal Lifeguard**
- B. Authorization to Hire Seasonal Recreation Aide**
- C. Camp Variance—Duty Free Lunch**
- D. Trolley Policy**

NY 100

7a



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

May 8, 2013

TO: Wayne Booth, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Lifeguard

At this time I'm requesting your re-approval of Sean Matusch as a Lifeguard. Sean had been previously approved as a seasonal Recreation Aide on April 15<sup>th</sup> but we now require his lifeguard certification. We are requesting the pay rate of \$10.00/hour.

The hiring date of June 13<sup>th</sup> remains the same. The funds for this position are available in appropriation code 7140-0100.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

MAY 15 2013

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# TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

## TO: PERSONNEL DEPARTMENT

NAME OF CANDIDATE: SEAN MATUSCH

DEPARTMENT: RECREATION

TITLE OF POSITION: LIFEGUARD

FULL TIME OR PART TIME: PART TIME SEASONAL

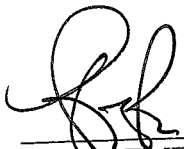
HOURLY RATE: \$10.00

IS POSITION FUNDED IN CURRENT BUDGET:  yes or no

FUND APPROPRIATION NUMBER: 7140.0100

PROPOSED HIRE DATE: 6/13/13

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

  
DEPARTMENT HEAD SIGNATURE

5/13/13  
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE  
PERSONNEL OFFICE.**

**COPY TO ACCOUNTING DEPARTMENT  
(02/05)**

TB



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Booth  
Town Board Members  
Jackie Calarco, Town Accountant

From: Charlene M Black, Administrative Aide

Date: April 10, 2013

Re: Recreation Seasonal Employees

Please find attached a request from Robert Petrillo, Commissioner of Parks & Recreation and Conservation for the hiring of Seasonal Employees. I have copied only the new employees applications (if you need to see the returnees applications please see me ahead of time). You will see that the season will start May 16, 2013 and end October 4, 2013. Upon approval, new employees will be required to be finger printed and drug/alcohol tested besides the appropriate paperwork to be completed by all.

The following people are new hires:

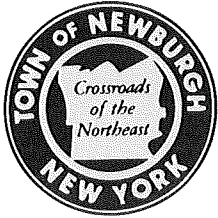
Brittany Bloomer  
Ana Dubetsky  
Kathryn Garde  
Sean Matusch  
Matthew Orszewski  
Frank Pacella  
Robert Piaquadio  
Daniella Rivera

Thank you in advance for your time in this matter.



MAY 15 2013

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**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

May 3, 2013

TO: Wayne Booth, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Camp 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 our 2013 Camp summer staff.

The time used for lunch for the staff is still required to be used in a supervisory position to monitor the activities and safety of the young campers. This is also the case whenever the camp takes a day trip and camper supervision takes priority to any other activity.

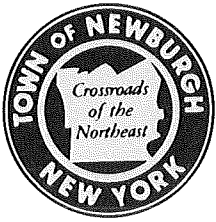
Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

MAY 15 2013

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**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

May 3, 2013

TO: Wayne Booth, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner


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.

We have begun 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 June, July and August.

Thank you for your consideration.

Regards,



Robert J. Petrillo  
Commissioner

**TOWN OF NEWBURGH POLICY –  
USE OF THE TOWN’S TROLLIES**

The following policy will become effective \_\_\_\_\_, Adopted by the Town Board on \_\_\_\_\_.

The Town of Newburgh owns certain non-motorized trollies which are towed behind motor vehicles in the same fashion as trailers and are typically used for parades. The trollies are in the custody of the Department of Parks, Recreation and Conservation. In addition to use for parades in the Town of Newburgh, the Town regularly receives requests for the loan or use of the trollies for parades and similar events conducted in other municipalities. The Town Board recognizes that inter-municipal cooperation on special events benefits the citizens of both municipalities and that Town of Newburgh citizens frequently attend and are culturally enriched by celebrations in nearby municipalities, which promote a broader sense of community for the region. The Town Board is also, however, cognizant of the potential liabilities associated with the use and loan of the Town’s equipment and has accordingly developed this policy to minimize those risks. The purpose of this document is to establish the policies and related procedures for the use and loan of the Town’s trollies in order to ensure that they continue to be used in a responsible and safe manner.

1. The trollies may only be towed by vehicles which are owned by the Town of Newburgh and covered by the Town’s automobile insurance policy. This requirement includes both the transport of the trollies to and from the event from Town property and during the event.
2. The towing vehicle must be driven by a person holding a valid driver’s license for operating the towing vehicle, which is neither suspended nor expired, and who must be either a Town of Newburgh officer or employee.
3. Managerial officers and employees will drive the towing vehicle. If no managerial officer or employee is available to drive the vehicle, then the entity requesting the trolley must agree in writing in advance to reimburse the Town for the wage and benefit expense for the Town of Newburgh employee who is assigned to drive the towing vehicle. The identity of the driver shall be reported by the Department to the Commissioner and Town Supervisor prior to the day of the event.
4. The entity making the request must present a valid certificate of liability insurance for coverage in amounts established by the Town Board from time to time insuring the event, which shows the Town to be named as an additional insured by appropriate endorsement to the policy and as a certificate holder entitled to receive advance notice in the event of cancellation of the insurance policy.
5. Exceptions to the above may only be granted by the Town Board and only upon the agreement of the borrowing entity to execute an Indemnification and Hold Harmless Agreement substantially in the form annexed hereto.

Sometimes changes in policies and procedures are necessary or are in the best interest of the Town after policy publication. In order to provide the best services and programs to the public, the Town of Newburgh reserves the right to add, change, modify or delete any policies and procedures after they have been published.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR BORROWED EQUIPMENT**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (the "Borrower") and the TOWN OF NEWBURGH a municipal corporation having its principal offices at 1496 Route 300, Newburgh, New York (the "Town").

WHEREAS, the Town owns certain personal property/equipment listed in Schedule A annexed hereto (the "Equipment"); and

WHEREAS, the Borrower has requested the use of Equipment for the following event: to be conducted on \_\_\_\_\_, \_\_\_\_\_ at the following place \_\_\_\_\_: \_\_\_\_\_ (the "Event") and

WHEREAS, the Borrower in order to induce the Town to permit the Borrower to use the Equipment is prepared to enter into this Agreement and represent and warrant the undertakings as hereinafter set forth.

NOW, THEREFORE, the Borrower and the Town agree as follows:

1. In consideration of the Town permitting the Borrower to use the Equipment for the Event, the Borrower agrees to defend, indemnify, save and hold the Town, its officers, agents and employees harmless from any and all claims, damages, losses, liabilities, obligations, penalties, litigation, demands, judgments, suits and proceedings that might arise at any time from the transportation to and from, storage, operation and use of the Equipment for the Event, including but not limited to the Town's reasonable costs and expenses, including counsel fees.
2. Borrower shall obtain any and all governmental approvals for the transportation, storage, operation and use of the Equipment for the Event and represents and warrants to the Town that the Town's permission to use the Equipment is an accommodation to Borrower and the Borrower assumes all risk of loss arising from the transportation, storage, operation and use of the Equipment for the Event.
3. Borrower agrees to pay to the Town the reasonable cost of any repair or replacement of the Equipment which arises from damage to the Equipment occurring during the transportation to and from, storage, operation and use of the Equipment for the Event.
4. Borrower shall obtain and maintain the following insurance in the minimum amounts specified below covering the transportation to and from, storage, operation and use of the Equipment for the Event which shall name the Town as an additional insured:

i. Comprehensive General Liability Policy with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and,  
if the Equipment listed on Schedule "A" includes one or more vehicles:

ii. Comprehensive Automobile Liability Policy for "any auto" with a combined limit of liability of at least \$1,000,000.

5. The Equipment shall not be transported from Town property until all the insurance required under this Agreement has been obtained and such insurance has been approved by the Town. Certificates of Insurance evidencing such insurance shall be filed with the Town prior to transport of the Equipment. These Certificates shall contain a provision that the coverage afforded under the policies will not be cancelled unless at least ten (10) days prior written notice has been received by the Town.

6. The Borrower acknowledges that the Town, its officers, agents and employees have made no representation or warranty with regard to the suitability or condition of the Equipment and the Borrower will perform its own inspection prior to the operation and use of the Equipment for the Event.

7. The Borrower represents that each item of Equipment will not be operated or used in an unsafe manner or in violation of any known manufacturers guidelines and acknowledges that the Town reserves the right to require that the Equipment item be removed from service or shut down in the event any such violation is reported or observed.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN OF NEWBURGH

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

Wayne C. Booth, Supervisor

SCHEDULE "A"

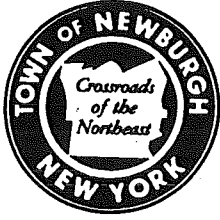
Town of Newburgh Items of Personal Property/Equipment

**8. HIGHWAY: Authorization to Hire Seasonal Employee(s)**



MAY 15 2013

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# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

DARRELL BENEDICT  
HIGHWAY SUPERINTENDENT

TODD DEPEW  
DEPUTY HIGHWAY SUPERINTENDENT

**TO:** Wayne C. Booth, Supervisor & Town Board Members  
**FROM:** Darrell Benedict, Highway Superintendent   
**DATE:** May 7, 2013  
**RE:** Seasonal Employees

I am requesting permission to be able to interview for 6 seasonal employees who be able to work from June through November. If you have any questions feel free to contact me. Thank you

**DB:ch**  
**cc: Charlene Black, Personnel Department**

9. **ASSESSOR: Certiorari Settlement/Carroll's Corp. North Plank Road**

MAY 15 2013

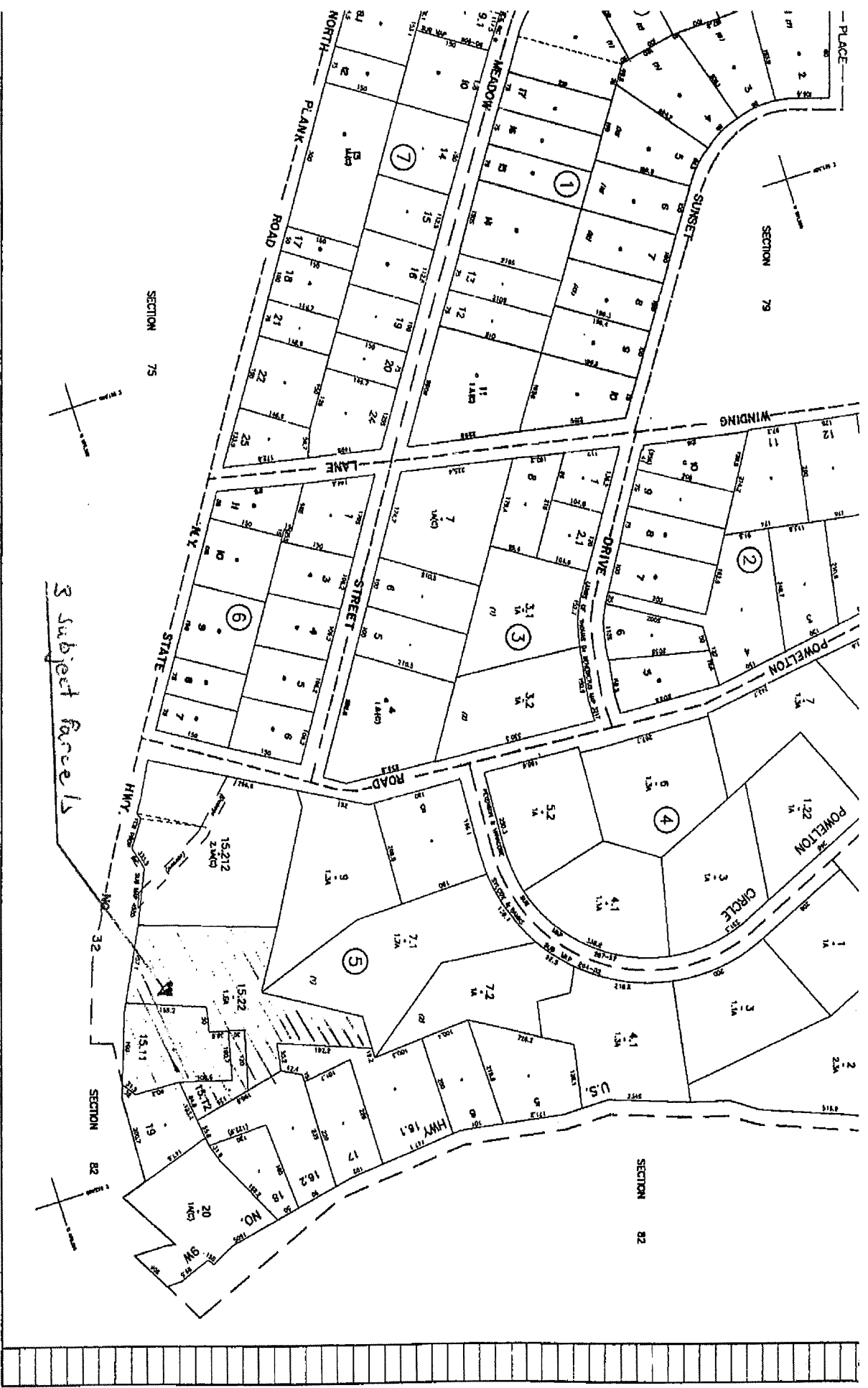
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The accompanying tables show a settlement with full refunds would entail refund liability for the Town (not including special districts and the Fire District) of approximately \$14,749.07 and inclusive of the Fire District, but not special districts, will be approximately \$20,105.14. The additional tables show the Town's exposure for the 2005, 2006 and 2007 reduced assessments, without calculation of statutory interest.

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

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

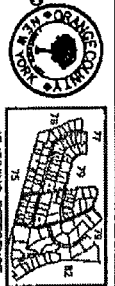


*3 subject parcels*

**LEGEND**

PLAT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
PLAT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

**ORANGE COUNTY - NEW YORK**



**TOWN OF NEWBURGH**

Scale 1" = 100'

Section No. 80

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

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In the Matter of

CARROLS CORPORATION #301,

Petitioner,

-against-

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

Respondent.

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ORDER

Index Numbers

2008-7851

2009-7633

2010-7159

2011-6573

2012-6135

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

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

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

ORDERED, that for assessment years 2008-09 through 2013-14, respondents' assessments of petitioner's parcel of real property identified as tax map parcels 80-5-15.11, 80-5-15.12 and 80-5-15.22 (10 Plank Road N, Route 32 and Plank Road N) are hereby corrected and reduced as follows:

**80-5-15.11 (10 Plank Road N):**

<b><u>Assessment Year</u></b>	<b><u>Original Assessment</u></b>	<b><u>Revised Assessment</u></b>	<b><u>Amount of Reduction</u></b>
2008-09	\$487,000	\$204,051	\$282,949
2009-10	\$487,000	\$213,974	\$273,026
2010-11	\$487,000	\$244,712	\$242,288
2011-12	\$487,000	\$265,602	\$221,398
2012-13	\$487,000	\$291,118	\$195,882
2013-14	\$487,000	\$242,598	\$244,402

**80-5-15.12 (Route 32):**

<b><u>Assessment Year</u></b>	<b><u>Original Assessment</u></b>	<b><u>Revised Assessment</u></b>	<b><u>Amount of Reduction</u></b>
2008-09	\$21,300	\$8,925	\$12,375
2009-10	\$21,300	\$9,359	\$11,941
2010-11	\$21,300	\$10,703	\$10,597
2011-12	\$21,300	\$11,617	\$9,683
2012-13	\$21,300	\$12,733	\$8,567
2013-14	\$21,300	\$10,611	\$10,689

**80-5-15.22 (Plank Road N):**

<b><u>Assessment Year</u></b>	<b><u>Original Assessment</u></b>	<b><u>Revised Assessment</u></b>	<b><u>Amount of Reduction</u></b>
2008-09	\$275,000	\$115,224	\$159,776
2009-10	\$275,000	\$120,827	\$154,173
2010-11	\$275,000	\$138,185	\$136,815
2011-12	\$275,000	\$149,981	\$125,019
2012-13	\$275,000	\$164,389	\$110,611
2013-14	\$275,000	\$136,991	\$138,009

The Assessor of the TOWN OF NEWBURGH is hereby directed to reduce said parcel's assessments accordingly; and it is further

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

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

Dated:

At: , New York

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Justice of the Supreme Court

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

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In the Matter of

CARROLS CORPORATION #301,

Petitioner,

-against-

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

Respondent.

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STIPULATION  
OF  
SETTLEMENT

Index Numbers

2008-7851

2009-7633

2010-7159

2011-6573

2012-6135

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

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

The proceedings pursuant to Article 7 of the Real Property Tax Law by petitioner against respondents and currently pending in this Court, namely those relating to TOWN OF NEWBURGH tax map parcels 80-5-15.11, 80-5-15.12 and 80-5-15.22 (10 Plank Road N, Route 32 and Plank Road N) set forth below are hereby discontinued with prejudice, on the merits.

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



**80-5-15.11 (10 Plank Road N):**

<b><u>Assessment Year</u></b>	<b><u>Original Assessment</u></b>	<b><u>Revised Assessment</u></b>	<b><u>Amount of Reduction</u></b>
2008-09	\$487,000	\$204,051	\$282,949
2009-10	\$487,000	\$213,974	\$273,026
2010-11	\$487,000	\$244,712	\$242,288
2011-12	\$487,000	\$265,602	\$221,398
2012-13	\$487,000	\$291,118	\$195,882
2013-14	\$487,000	\$242,598	\$244,402

**80-5-15.12 (Route 32):**

<b><u>Assessment Year</u></b>	<b><u>Original Assessment</u></b>	<b><u>Revised Assessment</u></b>	<b><u>Amount of Reduction</u></b>
2008-09	\$21,300	\$8,925	\$12,375
2009-10	\$21,300	\$9,359	\$11,941
2010-11	\$21,300	\$10,703	\$10,597
2011-12	\$21,300	\$11,617	\$9,683
2012-13	\$21,300	\$12,733	\$8,567
2013-14	\$21,300	\$10,611	\$10,689

**80-5-15.22 (Plank Road N):**

<b><u>Assessment Year</u></b>	<b><u>Original Assessment</u></b>	<b><u>Revised Assessment</u></b>	<b><u>Amount of Reduction</u></b>
2008-09	\$275,000	\$115,224	\$159,776
2009-10	\$275,000	\$120,827	\$154,173
2010-11	\$275,000	\$138,185	\$136,815
2011-12	\$275,000	\$149,981	\$125,019
2012-13	\$275,000	\$164,389	\$110,611
2013-14	\$275,000	\$136,991	\$138,009

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

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

Dated:

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

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HACKER MURPHY, LLP  
Attorneys for Respondent  
By: Cathy L. Drobny, Esq.  
7 Airport Park Boulevard  
Latham, NY 12110-1429

**Carrols Corporation #301 v. Town of Newburgh - Settlement with Full Refunds**

Year	Parcel Number	Assessed Value	AV per prior settlement	Reduced AV	Eq. Rate	FMV	FMV per prior settlement	Reduced FMV	Difference	Tax Rate	Refund Liability
2008	80-5-15.11	\$ 487,000	\$ 324,900	\$ 204,051	27.35%	\$ 1,780,622	\$ 1,197,934	\$ 746,074	\$ 162,100	County 10.83 Town 10.73 Fire-Cr 4.21	\$ 1,755.54 \$ 1,739.39 \$ 682.44
2008	80-5-15.12	\$ 21,300	\$ 14,215	\$ 8,925	27.35%	\$ 77,879	\$ 51,974	\$ 32,631	\$ 7,085	School 64.2968 County 10.83 Town 10.73 Fire-Cr 4.21	\$ 10,422.51 \$ 76.73 \$ 76.02 \$ 29.83
2008	80-5-15.22	\$ 275,000	\$ 183,485	\$ 115,224	27.35%	\$ 1,005,484	\$ 670,878	\$ 421,294	\$ 91,515	School 64.2968 County 10.83 Town 10.73 Fire-Cr 4.21	\$ 455.54 \$ 991.11 \$ 981.96 \$ 385.28
		\$ 783,300		\$ 326,200		\$ 2,863,985	\$ 1,910,786	\$ 1,200,000		School 64.2968	\$ 5,884.12
2009	80-5-15.11	\$ 487,000	\$ 324,900	\$ 213,974	28.68%	\$ 1,698,047	\$ 1,132,845	\$ 746,074	\$ 162,100	County 10.34 Town 11.29 Fire-Cr 4.15	\$ 1,676.11 \$ 1,830.11 \$ 672.72
2009	80-5-15.12	\$ 21,300	\$ 14,215	\$ 9,359	28.68%	\$ 74,268	\$ 49,564	\$ 32,631	\$ 7,085	School 62.9177 County 10.34 Town 11.29 Fire-Cr 4.15	\$ 10,198.96 \$ 73.26 \$ 79.99 \$ 28.40
2009	80-5-15.22	\$ 275,000	\$ 183,485	\$ 120,827	28.68%	\$ 958,856	\$ 639,766	\$ 421,294	\$ 91,515	School 62.9177 County 10.34 Town 11.29 Fire-Cr 4.15	\$ 445.77 \$ 946.27 \$ 1,033.20 \$ 379.79
		\$ 783,300		\$ 344,160		\$ 2,731,172	\$ 1,822,176	\$ 1,200,000		School 62.9177	\$ 5,757.91

**Carrols Corporation #301 v. Town of Newburgh - Settlement with Full Refunds**

Year	Parcel Number	Assessed Value	AV per prior settlement	Reduced AV	Eq. Rate	FMV	FMV per prior settlement	Reduced FMV	Difference	Tax Rate	Refund Liability
2010	80-5-15.11	\$ 487,000	\$ 324,900	\$ 244,712	32.80%	\$ 1,484,756	\$ 990,549	\$ 746,074	\$ 162,100	County 9.46 \$ Town 11.5 \$ Fire-Cr 4.15 \$	\$ 1,533.47 \$ 1,884.15 \$ 672.72
2010	80-5-15.12	\$ 21,300	\$ 14,215	\$ 10,703	32.80%	\$ 64,939	\$ 43,338	\$ 32,631	\$ 7,085	School 62.7960 \$ County 9.46 \$ Town 11.5 \$ Fire-Cr 4.15 \$	\$ 10,179.23 \$ 67.02 \$ 81.48 \$ 29.40
2010	80-5-15.22	\$ 275,000	\$ 183,485	\$ 138,185	32.80%	\$ 838,415	\$ 559,405	\$ 421,294	\$ 91,515	School 62.7960 \$ County 9.46 \$ Town 11.5 \$ Fire-Cr 4.15 \$	\$ 444.91 \$ 865.73 \$ 1,052.42 \$ 379.79
		\$ 783,300		\$ 383,600		\$ 2,388,110	\$ 1,593,293	\$ 1,200,000		School 62.7960 \$	\$ 5,746.78
2011	80-5-15.11	\$ 487,000	\$ 324,900	\$ 265,602	35.60%	\$ 1,367,978	\$ 912,640	\$ 746,074	\$ 162,100	County 9.31 \$ Town 11.4049 \$ Fire-Cr 4.14 \$ Sp. Dist. \$	\$ 1,509.15 \$ 1,848.73 \$ 671.09 \$ -
2011	80-5-15.12	\$ 21,300	\$ 14,215	\$ 11,617	35.60%	\$ 59,831	\$ 39,930	\$ 32,631	\$ 7,085	School 63.6879 \$ County 9.31 \$ Town 11.4049 \$ Fire-Cr 4.14 \$ Sp. Dist. \$	\$ 10,323.81 \$ 65.96 \$ 80.80 \$ 29.33 \$ -
2011	80-5-15.22	\$ 275,000	\$ 183,485	\$ 148,981	35.60%	\$ 772,472	\$ 515,407	\$ 421,295	\$ 91,515	School 63.6879 \$ County 9.31 \$ Town 11.4049 \$ Fire-Cr 4.14 \$ Sp. Dist. \$	\$ 451.23 \$ 852.00 \$ 1,043.72 \$ 378.87 \$ -
		\$ 783,300		\$ 427,200		\$ 2,200,251	\$ 1,467,978	\$ 1,200,000		School 63.6879 \$	\$ 5,828.40

**Carrols Corporation #301 v. Town of Newburgh - Settlement with Full Refunds**

Year	Parcel Number	Assessed Value	AV per prior settlement	Reduced AV	Eq. Rate	FMV	FMV per prior settlement	Reduced FMV	Difference	Tax Rate	Refund Liability
2012	80-5-15.11	\$ 487,000	\$ 324,900	\$ 291,118	39.02%	\$ 1,248,078	\$ 832,650	\$ 746,074	\$ 162,100	County 9.11 Town 11.65 Fire-Cr 4.22	\$ 1,476.73 \$ 1,888.47 \$ 684.06
										School 64.2017	\$ 10,407.10
2012	80-5-15.12	\$ 21,300	\$ 14,215	\$ 12,733	39.02%	\$ 54,587	\$ 36,430	\$ 32,631	\$ 7,085	County 9.11 Town 11.65 Fire-Cr 4.22	\$ 64.54 \$ 82.54 \$ 29.90
										School 64.2017	\$ 454.87
2012	80-5-15.22	\$ 275,000	\$ 183,485	\$ 164,389	39.02%	\$ 704,767	\$ 470,233	\$ 421,295	\$ 91,515	County 9.11 Town 11.65 Fire-Cr 4.22	\$ 833.70 \$ 1,066.15 \$ 386.19
										School 64.2017	\$ 5,875.42
		\$ 783,300		\$ 468,240		\$ 2,007,432	\$ 1,339,313	\$ 1,200,000	Total Refund Due No Waiver		\$ 115,853.78

# Carroll's v. Newburgh - 2005, 2006 and 2007 per Settlement

Year	Parcel Number	Assessed Value	Revised Assessed Value	Eq. Rate	Revised FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability
2005	80-5-15.11	\$ 487,000	\$ 324,900	36.00%	\$ 902,500	\$ 162,100	County 8.44	\$ 1,368.12		\$ 1,368.12
							Town 7.84	\$ 1,270.86		\$ 1,270.86
							Fire-Cmn 5.01	\$ 812.12		\$ 812.12
							Sp.Dist.	\$ -		\$ -
							School 55.8240	\$ 9,049.07		\$ 9,049.07
2005	80-5-15.12	\$ 21,300	\$ 14,215	36.00%	\$ 39,486	\$ 7,085	County 8.44	\$ 59.80		\$ 59.80
							Town 7.84	\$ 55.55		\$ 55.55
							Fire-Cmn 5.01	\$ 35.50		\$ 35.50
							Sp.Dist.	\$ -		\$ -
							School 55.8200	\$ 395.48		\$ 395.48
2005	80-5-15.22	\$ 275,000	\$ 183,485	36.00%	\$ 509,681	\$ 91,515	County 8.44	\$ 772.39		\$ 772.39
							Town 7.85	\$ 718.12		\$ 718.12
							Fire-Cmn 5.01	\$ 458.49		\$ 458.49
							School 55.8200	\$ 5,108.37		\$ 5,108.37
		\$ 783,300	\$ 522,600		\$ 1,451,667				Total Refund 2005	\$ 20,103.87
2006	80-5-15.11	\$ 487,000	\$ 324,900	32.50%	\$ 999,692	\$ 162,100	County 9.1200	\$ 1,478.35		\$ 1,478.35
							Town 8.3700	\$ 1,356.78		\$ 1,356.78
							Fire-Cmn 5.01	\$ 812.12		\$ 812.12
							Sp.Dist.	\$ -		\$ -
							School 62.4904	\$ 10,129.69		\$ 10,129.69
2006	80-5-15.12	\$ 21,300	\$ 14,215	32.50%	\$ 43,738	\$ 7,085	County 9.1200	\$ 64.62		\$ 64.62
							Town 8.3700	\$ 59.30		\$ 59.30
							Fire-Cmn 5.01	\$ 35.50		\$ 35.50
							School 62.4904	\$ 442.74		\$ 442.74
2006	80-5-15.22	\$ 275,000	\$ 183,485	32.50%	\$ 564,569	\$ 91,515	County 9.1200	\$ 834.62		\$ 834.62
							Town 8.3700	\$ 765.98		\$ 765.98
							Fire-Cmn 5.01	\$ 458.49		\$ 458.49
		\$ 296,300	\$ 522,600		\$ 1,608,000		School 62.4904	\$ 5,718.81	Total Refund 2006	\$ 22,157.00

# Carrol's v. Newburgh - 2005, 2006 and 2007 per Settlement

Year	Parcel Number	Assessed Value	Revised Assessed Value	Eq. Rate	Revised FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability	
2007	80-5-15.11	\$ 487,000	\$ 324,900	31.50%	\$ 1,031,429	\$ 162,100	County 9.4000 Town 9.1500 Fire-Crn 5.01 Sp.Dist. - School 65.64	\$ 1,523.74 \$ 1,483.22 \$ 812.12 \$ - \$ 10,640.24		\$ 1,523.74 \$ 1,483.22 \$ 812.12 \$ - \$ 10,640.24	
2007	80-5-15.12	\$ 21,300	\$ 14,215	31.50%	\$ 45,127	\$ 7,085	County 9.4000 Town 9.1500 Fire-Crn 5.01 School 65.64	\$ 66.60 \$ 64.83 \$ 35.50 \$ 465.06		\$ 66.60 \$ 64.83 \$ 35.50 \$ 465.06	
2007	80-5-15.22	\$ 275,000	\$ 183,485	31.50%	\$ 582,492	\$ 91,515	County 9.4000 Town 9.1500 Fire-Crn 5.01 School 65.64	\$ 860.24 \$ 837.36 \$ 458.49 \$ 6,007.04		\$ 860.24 \$ 837.36 \$ 458.49 \$ 6,007.04	
		\$ 783,300	\$ 522,600		\$ 1,659,048					Total Refund 2007	\$ 23,254.44
										Total Refund All Years	\$ 65,515.30

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 May, 2013 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING SETTLEMENT OF  
PROCEEDINGS UNDER ARTICLE  
7 OF THE REAL PROPERTY  
TAX LAW:  
SBL # 80-5-15.11, 15.12 and 15.22  
CARROLS CORPORATION #301  
( NORTH PLANK ROAD/ROUTE 32),  
INDEX NUMBERS 2008-7851, 2009-7633,  
2010-7159, 2011-6573, 2012-6135

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

WHEREAS, Carrols Corporation #301 ("Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of certain real property in the Town of Newburgh, Orange County, New York located on North Plank Road/NYS Route 32 (Section 80-Block 5-Lots 15.11, 15.12 and 15.22) on the tax assessment rolls for the tax years 2008, 2009, 2010, 2011 and 2012; and

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

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

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

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

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



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

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

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

George Woolsey, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Ernest C. Bello, Jr., Councilman voting \_\_\_\_\_

Wayne C. Booth, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

10. **DATA PROCESSING:**
  - A. **Purchase of Computer for Water Supply**
  - B. **Purchase of Computer for Code Compliance**
  - C. **E-Waste**

MAY 15 2013

10 a/b

**May 15 2013 Audit Meeting Data Processing**

Purchase of Dell Computer Model Optiplex 7010 for Filter Plant to be used  
by Jeff In the amount of \$ 900.00 from Account # \_\_\_\_\_  
Replaces a computer purchased in 2006

Purchase of Dell Computer Model Optiplex 7010 for Code Compliance to be used  
by new employee. This purchase is to be funded from the computer Reserve  
Account # 001-878 which currently has a balance of \$ 44,550.00



**QUOTATION**

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

Date: 10/29/2012

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

**Sales Professional Information**

SALES REP: KRISTINE M PAPE PHONE: 1800 - 4563355  
 Email Address: [Kristine\\_Pape@dell.com](mailto:Kristine_Pape@dell.com) Phone Ext: 80000

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

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

Basic Hardware Service: Next Business Day Onsite Service After Remote

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

<b>*Total Purchase Price:</b>	<b>\$2,684.82</b>
Product Subtotal:	\$2,684.82
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS

(\* Amount denoted in \$)

#### Statement of Conditions

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

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

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

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

#### About Dell

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

#### Privacy Policy

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

MAY 15 2013

100

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 \_\_st day of May, 2013 at 7:00 o'clock p.m.

PRESENT:

- Wayne C. Booth, Supervisor
- George Woolsey, Councilman
- Gilbert J. Piaquadio, Councilman
- Elizabeth J. Greene, Councilwoman
- Ernest C. Bello, Jr., Councilman

RESOLUTION OF SEQR  
DETERMINATION: ESTABLISHMENT OF ELECTRONIC WASTE COLLECTION SITE AT TOWN OF NEWBURGH HIGHWAY GARAGE AND APPROVAL OF RECYCLING AND DISPOSAL SERVICE AGREEMENT WITH REGIONAL COMPUTER RECYCLING AND RECOVERY (AN UNLISTED ACTION)

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

**WHEREAS**, the Town Board of the Town of Newburgh proposes to undertake and approve the proposed establishment of a registered collection site for electronic waste at the Town of Newburgh Highway Garage located at 90 Gardnertown Road, Newburgh, New York and to contract for recycling and disposal services for the collected electronic waste with Regional Computer Recycling and Recovery; and

**WHEREAS**, the Town Board is authorized to undertake such action; and

**WHEREAS**, the Town Board has authorized a short Environmental Assessment Form for the proposed action to be prepared; and

**WHEREAS**, the Town Board has determined that the Action is subject to SEQR and is an Unlisted Action; and

**WHEREAS**, the Town Board has determined that the Action does not involve a federal agency and is not located in an agricultural district; and

**WHEREAS**, the Town Board has determined to conduct an uncoordinated review of the Action.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code hereby determines that said Action will not have a significant effect on the environment and, accordingly, does issue a Negative Declaration; and

**BE IT FURTHER RESOLVED**, that the Town Board authorizes the Supervisor to execute and file the Negative Declaration annexed hereto and all other appropriate notices and

documents to effectuate these resolutions in accordance with the applicable provisions of law.

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

George Woolsey, Councilman voting \_\_\_\_\_

Gilbert J. Plaquadro, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Ernest C. Bello, Jr., Councilman voting \_\_\_\_\_

Wayne C. Booth, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

## Appendix C

## State Environmental Quality Review

**SHORT ENVIRONMENTAL ASSESSMENT FORM**

For UNLISTED ACTIONS Only

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

1. APPLICANT/SPONSOR TOWN OF NEWBURGH TOWN BOARD	2. PROJECT NAME E-WASTE COLLECTION & DISPOSAL
3. PROJECT LOCATION: Municipality TOWN OF NEWBURGH County ORANGE	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) TOWN OF NEWBURGH HIGHWAY GARAGE, 90 GARDNERTOWN ROAD, NEWBURGH, NY	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Town will contract with a specialty hauler for the disposal of electronic waste materials. Town will be responsible for the collection and stockpile of e-waste until the regularly scheduled pick up by the hauler. Because e-waste needs to be protected from the weather, Town will place a steel storage container at the Highway Garage where e-waste deposits can be monitored and controlled.	
7. AMOUNT OF LAND AFFECTED: Initially <0.01 acres Ultimately <0.01 acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: Highway Garage Facility is located in an R-3 Residential Zone. Storage container will be located adjacent to the Fleet Maintenance Building and will not be visible from either the road or adjacent residential uses.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals:	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: Town of Newburgh Town Board Date: 5-13-13 Signature: <u>Wayne [Signature]</u> , Supervisor	

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**





# Registration Form for Electronic Waste Collection Sites, Consolidation Facilities and Recycling Facilities

Please complete this registration in accordance with the New York State Electronic Equipment Recycling and Reuse Act (Environmental Conservation Law, Article 27, Title 26).

DEC USE ONLY	
Registration #:	_____
Date Received:	___/___/___
Region:	_____
<b>Print Form</b>	

Each existing electronic waste collection site, consolidation facility, or recycling facility located in New York State was required to register with the NYS Department of Environmental Conservation (Department) by **January 1, 2011**. After January 1, 2011, any person who commences the operation of a new electronic waste collection site, consolidation facility or recycling facility must register with the Department at least **thirty days** prior to receiving any electronic waste.

Each electronic waste consolidation or recycling facility must complete and submit all parts of this registration form, and must also submit the Electronic Equipment Recycling and Reuse Act Registration Fee Form (REG-FEE) to the Department, accompanied by a registration fee of **\$250**.<sup>1</sup> In the case of multiple facility locations under the same owner/operator, a separate registration form and registration fee form must be submitted for *each* facility location. An electronic waste recycling facility that is also operating as an electronic waste consolidation facility, or vice versa, must comply with the requirements of the Act that are applicable to each type of facility; however, only **one** registration fee and **one** registration fee form must be submitted for the facility location.

Each electronic waste collection site must complete and submit all parts of this registration form, but does not need to submit the registration fee form or registration fee. Multiple **retail** collection sites under the same ownership may attach a list of each individual collection site's name, address, and telephone number, in addition to which types of covered electronic equipment (CEE) each site accepts (if different from those listed in **Part III** of this registration) to a single registration form.

Registrations must be updated within **thirty days** of any material change to the information required by the registration.

Please direct all questions regarding this form to [ewaste@gw.dec.state.ny.us](mailto:ewaste@gw.dec.state.ny.us) or call (518) 402-8706.

## Part I: Registrant Type

This registration is for an electronic waste (check all that apply):  Collection Site<sup>2</sup>  Consolidation Facility<sup>3</sup>  Recycling Facility<sup>4</sup>

## Part II: Electronic Waste Site/Facility Information

Name of Site or Facility:

Location Address:

City:  NY Postal (ZIP) Code:  County:

Federal Tax ID Number:<sup>5</sup>  When did this site/facility commence operations (or when does it intend to do so)?

## Part III: Description of Electronic Waste Site/Facility

Please provide the following affirmations, if applicable, to the site/facility's operations:

- Is electronic waste safely stored to minimize breakage and to prevent releases of hazardous materials to the environment?  Yes  No  N/A
- Is the site/facility taking steps to control entry to the portion of the site/facility designated for electronic waste?  Yes  No  N/A
- Are site/facility employees who handle or have responsibility for managing electronic waste informed about the proper handling and emergency procedures appropriate to the types of electronic waste handled at the site/facility?  Yes  No  N/A

**Part III: Description of Electronic Waste Site/Facility (continued)**

Please describe how electronic waste is managed at the site/facility below. If this registration is for an electronic waste recycling facility, please also provide a detailed description of the dismantling or recycling processes utilized by the facility.

Additional pages may be attached to this registration form.

Not Applicable

Please provide the approximate square footage of the portion of the site/facility designated for electronic waste drop-off, storage, and/or dismantling/recycling?  Square Feet

Which types of covered electronic equipment (CEE) will be accepted for reuse or recycling at this site/facility (check all that apply):

- Computers<sup>6</sup>    Computer peripherals<sup>7</sup>    Small electronic equipment<sup>8</sup>    Small scale servers<sup>9</sup>    Televisions<sup>10</sup>

**Part IV: Existing Permit, Registration, Identification or Certification Information**

If applicable to the registering site or facility, please provide the following permit, registration or identification information:

6 NYCRR Part 360 Permit Number:   N/A

6 NYCRR Part 360 Registration Number:   N/A

6 NYCRR Part 364 Permit Number:   N/A

US EPA ID Number:   N/A

**Part IV: Existing Permit, Registration, Identification or Certification Information** (continued)

1. Are you certified as a Responsible Recycler (R2/RIOS)?<sup>11</sup>  Yes  No  Undergoing Certification Process

Anticipated/Actual Date of Certification:

2. Are you certified under the e-Stewards program?<sup>12</sup>  Yes  No  Undergoing Certification Process

Anticipated/Actual Date of Certification:

**Part V: Hazardous Waste Exemption**

Electronic waste is potentially a hazardous waste. Electronic waste directed for recycling is exempted from regulation under the hazardous scrap metal exemption (6 NYCRR 371.1(g)(1)(ii)(b)), or excluded from regulation under the processed scrap metal exclusion (6 NYCRR 371.1(e)(1)(xiii)) provided that scrap metal will ultimately be reclaimed.

Completion of **Part V** of this registration form satisfies the requirement to submit a "c7" notification to the Department pursuant to 6 NYCRR 371.1(c)(7), which states, in part: "Parties who raise a claim that a certain material [such as CEE checked in **Part III** of this registration form] is not a solid or hazardous waste, or is exempt or conditionally exempt from regulation, based on the intent to reclaim, recycle or reuse, must notify the department, in writing, before utilizing the exemption or exclusion."

Collection sites, consolidation facilities and recycling facilities must list the facility type, name, and address of each electronic waste consolidation facility and recycling facility to which electronic waste will be sent in the table below. Recycling facilities must also list the facility type, name, and address of each scrap metal recycler and smelter to which electronic waste component materials will be sent.

Additional pages may be attached to this registration form.

Facility Type	Name	Address	Registration # <sup>13</sup> (if applicable)
Recycling Facility	Regional Computer Recycling & Recovery	7318 Victor Mendon Road Victor, NY 14564	00138

**Part VI: Electronic Waste Site/Facility Certification**

A registration will be considered incomplete unless signed by the legally responsible party (e.g. owner/operator) for the electronic waste collection site, consolidation facility, or recycling facility.

I certify that the information provided on this form is accurate and complete, and that this electronic waste collection site, consolidation facility, or recycling facility will comply with the requirements of New York State's Electronic Equipment Recycling and Reuse Act, the Environmental Conservation Law, and all other applicable laws, rules and regulations, and that all applicable fees have been submitted. I hereby affirm under penalty of law that the information provided in this form and attached statements and exhibits is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Signature:	<input type="text"/>	Date:	<input type="text"/>
Type or Print First Name:	<input type="text" value="Wayne"/>	Title:	<input type="text" value="Town Supervisor"/>
Type or Print Last Name:	<input type="text" value="Booth"/>	E-mail:	<input type="text" value="townsupervisor@hvc.rr.com"/>
Phone Number:	<input type="text" value="845-564-4552"/>	Fax:	<input type="text" value="845-566-9486"/>
Mailing Address:	<input type="text" value="1496 Route 300"/>		
City:	<input type="text" value="Newburgh"/>	State:	<input type="text" value="New York"/>
		Postal (ZIP) Code:	<input type="text" value="12550"/>

**Part VII: Primary Contact Information**

Please identify the primary contact for the electronic waste site/facility below (if different from the individual listed in *Part VI*).

First Name:	<input type="text"/>	Title:	<input type="text"/>
Last Name:	<input type="text"/>	E-mail:	<input type="text"/>
Phone Number:	<input type="text"/>		

**Please submit this completed registration form and any additional documentation to:**

New York State Department of Environmental Conservation  
 Division of Materials Management  
 Bureau of Waste Reduction and Recycling  
 625 Broadway  
 Albany, NY 12233 - 7253

Please direct all questions regarding this form to [ewaste@nwdcr.state.ny.us](mailto:ewaste@nwdcr.state.ny.us) or call (518) 402-8706.

## Additional Information for the Registration Form

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- 1) For more information on the \$250 registration fee required to be paid by electronic waste consolidation facilities and electronic waste recycling facilities, please see the Electronic Equipment Recycling and Reuse Act Registration Fee Form (REG-FEE) available on the Department's website at: <http://www.dec.ny.gov/chemical/65583.html>.
- 2) "Electronic waste collection site" means a facility at a fixed or temporary site at which electronic waste is accepted from consumers and temporarily stored for more than five days in a calendar year before such waste is transported to an electronic waste consolidation facility or electronic waste recycling facility. Electronic waste collection sites include, but are not limited to, dedicated sites and facilities for the acceptance of electronic waste, and retail stores and outlets, municipal or private electronic waste collection sites and not-for-profit donation sites that have agreed to accept electronic waste. "Electronic waste" means covered electronic equipment that has been discarded or is no longer wanted by its owner, or for any other reason enters the waste collection, recovery, treatment, processing, or recycling system.
- 3) "Electronic waste consolidation facility" means a facility that receives and stores electronic waste for the purpose of **organizing, categorizing or consolidating** items of electronic waste before such waste is transported to an electronic waste recycling facility or other electronic waste consolidation facility. Electronic waste consolidation facilities include, but are not limited to, facilities of brokers acting as intermediaries between electronic waste buyers and sellers, and regional centers at which electronic waste is organized, categorized or consolidated after being transported to such centers from electronic waste collection sites or other electronic waste consolidation facilities.
- 4) "Electronic waste recycling facility" means a facility at which electronic waste is recycled. "Recycle" means to **separate, dismantle, or process** the materials, components, or commodities contained in electronic waste for the purpose of preparing the materials, components or commodities for use or reuse in new products or components thereof, but not for energy recovery or energy generation by means of combustion, gasification, pyrolysis or other means. Recycling includes manual and mechanical separation of electronic waste to recover materials, components or commodities contained therein for the purpose of reuse or recycling, and changing the physical or chemical composition of electronic waste to segregate components for purposes of recycling those components.
- 5) A Federal Tax ID Number (also known as an Employer Identification Number or EIN) is used to identify a business entity located in the United States. A site's/facility's Federal Tax ID Number can be found by calling the IRS Business & Specialty Tax Line at (800) 829-4933. The hours of operation are 7:00 a.m. - 7:00 p.m. local time, Monday through Friday. An assistor will ask you for identifying information and provide the number to you over the telephone, as long as you are a person who is authorized to receive it.
- 6) "Computer" means an electronic, magnetic, optical, electrochemical or other high-speed data processing device performing a logical, arithmetic or storage function, including a laptop computer and desktop computer, and includes any cable, cord, or wiring permanently affixed to or incorporated into such product, and may include both a computer central processing unit and a monitor.
- 7) "Computer peripheral" means a monitor; electronic keyboard; electronic mouse or similar pointing device; facsimile machine, document scanner, or printer intended for use with a computer; and includes any cable, cord, or wiring permanently affixed to or incorporated into any such product. "Computer peripheral" shall not include any document scanner or printer which weighs one hundred pounds or more.
- 8) "Small electronic equipment" means any portable digital music player that has memory capability and is battery-powered, video cassette recorder, a digital video disc player, digital video recorder, digital converter box, cable or satellite receiver, or electronic or video game console, and includes any cable, cord, or wiring permanently affixed to or incorporated into any such product.
- 9) "Small scale server" means a computer that typically uses desktop components in a desktop form factor, but is designed primarily to be a storage host for other computers. To be considered a small scale server, a computer must have the following characteristics: designed in a pedestal, tower, or other form factor similar to those of desktop computers such that all data processing, storage, and network interfacing is contained within one box/product; intended to be operational twenty-four hours per day and seven days a week, and unscheduled downtime is extremely low (such as on the order of hours per year); is capable of operating in a simultaneous multi-user environment serving several users through networked client units; and designed for an industry accepted operating system for home or low-end server applications.
- 10) "Television" means a display system containing a cathode ray tube or any other type of display primarily intended to receive video programming via broadcast, cable or satellite transmission, having a viewable area greater than four inches when measured diagonally.
- 11) For more information on the R2/RIOS standards, visit: <http://www.epa.gov/waste/conserva/materials/recycling/certification.htm>.
- 12) For more information on the e-Stewards program, visit: <http://e-stewards.org/>.
- 13) It is unlikely that scrap metal recyclers or smelters will have registration numbers. In addition, registration numbers are not applicable for out-of-state facilities. Electronic waste recycling facility registration numbers are available on the Department's website at: <http://www.dec.ny.gov/chemical/73670.html>.



**Rochester Computer Recycling & Recovery, LLC**  
 d.b.a. RCR & R, Regional Computer Recycling & Recovery  
 7318 Victor Mendon Road, Victor, NY 14564  
 585-924-3840 FAX (585) 924-3841 888-563-1340  
 www.eWASTE.com

**eWASTE ALLIANCE NETWORK ELECTRONICS RECYCLING SERVICE AGREEMENT**

Thank you for choosing Regional Computer Recycling and Recovery (RCR & R) as your Electronics Recycler of Record. We take our environmental responsibility seriously and wish to assure our clients that we provide full compliance with all applicable State and Federal regulations for the proper disposal of obsolete and non-working electronics. This is an automatically renewable agreement.

**DESCRIPTION OF SERVICES.** Client grants to Regional Computer Recycling & Recovery (Contractor) the exclusive right to collect and dispose of all Client's accumulated idle, obsolete or non-working electronic equipment designated for recycling or disposal. Beginning on the effective date identified below, Contractor agrees to furnish various services such as specified below, all in accordance with the terms of this Agreement: a) environmental disposal and/or recycling of electronics equipment, b) transportation assistance if requested, and c) government compliance notification if requested. **Some services, such as certified hard drive data destruction, are not part of this agreement, and require a separate contract with a specific schedule of services.**

**TERM.** Term of this Agreement shall be for twelve months from effective date of service, and shall be automatically renewed for twelve months thereafter. Either party may terminate on sixty (60) days written notice at any time.

**RELEASE FROM LIABILITY.** Client recognizes that Contractor may be on file as the Electronics Recycler of Record. In the event that the Client chooses to terminate this agreement, the Client agrees to provide documentation releasing Contractor from any and all (past or future) liability for improper disposal of electronic equipment, including Super Fund Liability.

**CONFIDENTIALITY.** Contractor and its employees will not at any time or in any manner either directly or indirectly use for the personal benefit of Contractor or divulge, disclose or communicate in any manner any information that is proprietary to the Client. Contractor and its employees will protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Contract.

**TITLE TO PROPERTY.** Upon receipt Contractor takes title and ownership of all equipment.

**ASSIGNMENT AND BENEFIT.** This Agreement shall not be affected by any changes in the Client's service address if such new address is located within Contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.

**LOSS AGREEMENT.** By mutual agreement Contractor may drop off at Client site various containers. In the event of loss or damage, client agrees to pay RCR & R \$250 for Blue Bins, \$50 for Gaylord Boxes, \$5 for Battery Buckets, and \$25 for Pallets as a replacement cost.

**PAVEMENT AND SURFACE AREAS.** Client warrants that any right of way provided by the Client for the performance of Contractor's services to be the most convenient public way and sufficient to bear the weight of all Contractor equipment and vehicles reasonably required. Contractor shall not be responsible for damage to any private pavement or the surface of any route reasonably necessary to perform the services herein contracted and Client assumes all liabilities for such damage.

**RCR & R has provided, or will provide the services above, and I have read the Service Agreement, fully understand its terms, and have authority to sign on behalf of Client named.**

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

Client: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**INSURANCE** If required by Client, RCR&R will name Client as additional insured only within the limits of the current RCR&R coverage.

**ACCESS AND SERVICE CANCELLATION.** Client agrees to provide unobstructed access to the equipment on the collection day. If the material is inaccessible, or for any reason, the scheduled pick up cannot be made, Contractor will promptly notify the Client and afford the Client a reasonable opportunity to provide the required access.

**EXCUSED PERFORMANCE.** Neither party shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with government orders, inability to get to container, fires and acts of God and such failure shall not constitute Default.

**RATE ADJUSTMENTS.** Changes in the Schedule of Services, quantity, frequency of collection, and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

**SPECIAL HANDLING.** Certain materials may require fees, special handling, removal or preparation for disposal by the client, e.g. certain batteries, fluorescent lamps, toner/toner cartridges in copiers and printers, and any hazardous liquids from medical equipment.

**WASTE MATERIAL.** Client represents and warrants that the materials to be recycled or disposed of shall be "electronic waste material" as defined herein and shall contain no other substances. The term "electronic waste material" as used in these Terms and Conditions shall mean computer or electronic sold waste generated by Client excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, or other toxic or hazardous material. The term "hazardous material" shall include any waste listed as hazardous by the United States Environmental Protection Agency and/or any hazardous liquids from medical equipment. Title to and liability for any waste excluded above shall remain with Client and Client expressly agrees to defend, indemnify and hold Contractor harmless from any and all damages and liabilities resulting from such waste excluded above.

**REPORTING.** Final consolidations are determined at our processing facility. Applicable forms such as Certificates of Recycling, Certificates of Destruction, State Compliance, or Consolidation Reports are issued with billing.

**NON-LIABILITY OF CLIENT.** It is agreed that Client is acting as a collection site for electronic recyclables and Contractor shall hold Client harmless from any liability for violation of any law, rule or regulation relating to the disposal of electronic waste for any materials accepted by the Contractor and removed from the Client's location. Client agrees to operate the collection site within the guidelines provided by the Contractor and State regulations.

Contractor: **REGIONAL COMPUTER RECYCLING & RECOVERY**

RCR&R Signature \_\_\_\_\_

Title: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

ROCHE13      OP ID: AE

DATE (MM/DD/YYYY)  
02/27/13

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Rose & Kiernan, Inc. (Pitts) Suite 220 1163 Pittsford-Victor Rd Pittsford, NY 14534	585-264-0520  585-264-0828	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL ADDRESS: <hr/> <b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: <b>Greenwich Insurance Company</b> INSURER B: <b>Cincinnati Insurance Co.</b> 633 INSURER C: <b>Hartford Life &amp; Accident Ins.</b> INSURER D: INSURER E: INSURER F:
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**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			GEC003592701	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			EBA0162383	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			UEC003592801	10/01/12	10/01/13	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A W/C STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A C	Pollution Liab NYS Disability			PEC003592901 LNY636677	10/01/12 01/01/12	10/01/13	Per Claim 1,000,000 Until Cancelled

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Town of Newburgh is listed as additional insured with respects to general liability as required by written contract.

<b>CERTIFICATE HOLDER</b>  <p style="text-align: center;">TOWNN36</p> Town of Newburgh 1496 Route 300 Newburgh, NY 12560	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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recycle your electronics  
where you want...when you want.

### **NYS ELECTRONIC EQUIPMENT RECYCLING & REUSE ACT**

The NYS Electronic Equipment Recycling and Reuse Act was signed into law on May 28, 2010. The law will ensure that every New Yorker will have the opportunity to recycle their electronic waste in an environmentally responsible manner. The law requires a convenient system for collection, handling, and recycling or reuse of electronic waste beginning April 1, 2011. In January 2012, a new law states that waste-haulers can no longer pick-up and landfill electronic waste.

Residential and Small Quantity Generators will be eligible to recycle the following covered electronic equipment (CEE) at no charge:

- Computers
- Televisions
- Small scale servers
- Monitors
- Keyboards and mice
- Fax machines
- Scanners
- Printers
- VCRs
- DVRs
- Portable digital music players
- DVD players
- Digital converter boxes
- Cable or satellite receivers
- Electronic or video game consoles

Under a separate act, the New York State Wireless Recycling Act, which became effective January 2, 2007, mandates that all wireless telephone service providers must accept cell phones for reuse or recycling.

The new law will eventually prohibit the disposal of electronic waste in the state by all consumers; beginning January 1, 2012 for business and municipalities, and January 1, 2015 for individuals and households.

*NYS Department of Environmental Conservation / Division of Solid & Hazardous Materials  
625 Broadway Albany, NY 12233-7251 / Phone: 518-402-8633  
E-mail: [ewaste@dec.state.ny.us](mailto:ewaste@dec.state.ny.us)*

***Also accepted at no charge through Regional Computer Recycling & Recovery's  
Ewaste Alliance Partners:***

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| UPS Battery Back-Ups             | Electric Motors                   |
| Typewriters                      | AV Equipment                      |
| Telephones & Cell Phones         | Radios & Speakers                 |
| Telecommunications equip.        | Cameras, etc                      |
| Circuit Boards & Cabling & Wires | Rechargeable power tool batteries |
| Ink Cartridges                   | Miscellaneous Electronics         |

**Lamps and Alkaline batteries are accepted for a charge.**



**Regional Computer Recycling & Recovery**  
7318 Victor-Mendon Rd  
Victor, NY 14564  
888-563-1340 [www.eWaste.com](http://www.eWaste.com)



**11. LABOR ATTORNEY CONTRACT**

MAY 15 2013

Roemer Wallens  
Gold & Mineaux<sup>LLP</sup>  
Counsellors at Law

May 8, 2013

Hon. Wayne Booth, Town Supervisor  
Town of Newburgh  
Town Hall - 1496 Route 300  
Newburgh, New York 12550

**Re: Retainer Agreement between the Town of Newburgh and  
Roemer Wallens Gold & Mineaux LLP  
Term: January 1, 2013 through December 31, 2014**

Dear Wayne:

On May 7, 2013, I had a discussion with the Town Board during our monthly Executive Session. We discussed the parameters of the Retainer agreement and the request of the Town Board to maintain the 2013 rates at those that were in place for 2012. My firm concurs and we have, accordingly, revised the document as you will note in the current attachment. Effective in 2014, the monthly retainer rate, as well as the hourly billable rates, will be increased.

Finally, the term of the retainer has been reduced from three years to two years as the members of the Town Board preferred a shorter contractual obligation with not only our firm, but according to the Board, with all Town vendors.

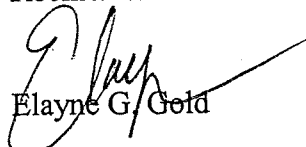
Thank you for your consideration.

At such time as this document is fully executed, please transmit a copy back to me for our files.

As you know, and as I want to reiterate, my firm looks forward to the continued relationship with the Town of Newburgh.

Very truly yours,

Roemer Wallens Gold & Mineaux LLP

  
Elayne G. Gold

EKG:rls

Enc.

cc(w/enc.): **PERSONAL & CONFIDENTIAL**

Hon. George Woolsey  
Hon. Gil Piaquadio  
Hon. Elizabeth Greene  
Hon. Ernie Bello

## AGREEMENT

Made and entered into this     day of \_\_\_\_\_, 2013, by and between the **TOWN OF NEWBURGH**, by and through its Town Board, with its offices located at 1496 Rt. 300, Newburgh, New York 12550, hereinafter referred to as the "**TOWN**," and **ROEMER WALLENS GOLD & MINEAUX LLP**, Labor Relations Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12203, hereinafter referred to as "**ROEMER WALLENS GOLD & MINEAUX**."

1. The **TOWN** hereby retains and employs **ROEMER WALLENS GOLD & MINEAUX** as its Labor Relations Attorneys and Consultants to provide to the **TOWN** the following professional services for the period of time hereinafter designated.

- (a) Comprehensive negotiating services up to and including impasse resolution proceedings and interest arbitration as exemplified in Exhibit "A" which is attached hereto and made a part hereof for each of the following collective bargaining units in which terms and conditions of employment for the **TOWN** and its employees are negotiated:
  - i) PBA Bargaining Unit
  - ii) CSEA Bargaining Unit
  
- (b) Consultations and advice regarding the **TOWN'S** rights and liabilities in connection with:
  - i) Civil Service Law
  - ii) Taylor law
  - iii) Fair Labor Standards Act
  - iv) Unemployment Insurance Law
  - v) Workers' Compensation Law
  - vi) Human Rights/Discrimination
  - vii) Disability Benefits
  - viii) Contract Administration and Enforcement
  - ix) Grievances Filed Against Employer
  - x) Employee Discipline Matters
  - xi) Work Rules
  - xii) Layoff Procedures
  - xiii) General Municipal Law
  - xiv) Americans With Disabilities Act
  - xv) Family and Medical Leave Act
  - xvi) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)
  
- (c) Advice and representation in connection with:
  - i) Initial steps of contract grievance procedure

- ii) Matters before the Public Employment Relations Board (Improper Practice Charges, Managerial/Confidential Petitions, and Union representation challenges), including the preparation of pleadings and attendance at all pre-hearing conferences
- iii) Attendance at relevant Labor/Management meetings and meetings of the Legislative body and committees thereof
- (d) Management and supervisory training in connection with employee corrective action, contract administration and other topics agreed upon by the parties in an amount not to exceed two (2) days per calendar year.
- (e) Periodic printed reports containing relevant information regarding public sector labor relations as obtained from Public Employment Relations Board decisions, New York State Court decisions, relevant Administrative agency decisions and other similar sources.

2. **ROEMER WALLENS GOLD & MINEAUX** hereby agrees that it will provide the **TOWN**, as requested by the **TOWN**, with those services not specifically covered by this Agreement, such as representation at the final step in administrative disciplinary proceedings against employees, representation at the final step in contract grievance proceedings, representation at formal hearings before the Public Employment Relations Board, and representation in labor related litigation in New York and Federal Courts and/or administrative agencies, at the following rates:

Partner and Senior Associate Attorney

In year 2013, the hourly rate will be \$210.00.  
In year 2014, the hourly rate will be \$215.00.

Associate Attorney

In year 2013, the hourly rate will be \$170.00.  
In year 2014, the hourly rate will be \$175.00.

Paralegal

In years 2013, the hourly rate will be \$110.00.  
In year 2014, the hourly rate will be \$115.00.

3. The **TOWN** and **ROEMER WALLENS GOLD & MINEAUX** agree that those representatives of **ROEMER WALLENS GOLD & MINEAUX** who perform services pursuant to this Agreement shall be approved in advance by the **TOWN**.

4. That in consideration of the foregoing, the **TOWN** hereby agrees to compensate **ROEMER WALLENS GOLD & MINEAUX** (inclusive of normal disbursements) as follows:

- a) Two Thousand Eight Hundred Fifty Dollars (\$2,850.00) per month from May 1, 2013 to December 31, 2013.
- b) Three Thousand Dollars (\$3,000.00) per month from January 1, 2014 through December 31, 2014.

The Town may have the right to arbitrate fee disputes under Part 137 of the Rules of the Chief Administrator.

5. In accordance with our records retention policy, we will maintain all documents, papers and other items relating to our representation of you pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date we cease providing you with legal services hereunder. If you desire to maintain the Records beyond that date, you will need to retain your own copies or request the Records in writing before the end of the four (4) year period. After that time, all of the Records will be destroyed.

6. The term of this Agreement shall be from January 1, 2013 through December 31, 2014. The TOWN may terminate this Agreement earlier than December 31, 2014, upon thirty (30) days' written notice from the TOWN to ROEMER WALLENS GOLD & MINEAUX.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**TOWN OF NEWBURGH**

By: \_\_\_\_\_  
Wayne Booth, Supervisor

**ROEMER WALLENS GOLD & MINEAUX LLP**

By:  \_\_\_\_\_  
Elayne G. Gold, Partner

#### **D. Participation in Negotiations**

The negotiations are made much easier by careful planning and research. We will participate fully in all phases of negotiations including renegotiation preparatory sessions, face-to-face meetings at the bargaining table, management caucuses, and, if necessary, the impasse process. We will maintain a detailed record of the negotiations for use in future proceedings.

#### **E. Communications**

Meetings with key management personnel will be scheduled throughout the negotiating process to inform them of progress in the negotiations and to recommend position modifications.

#### **F. Drafting the Contract**

All changes agreed upon in the negotiations process will be reduced to contract language which accurately reflects the agreement and is readily understood by Union and Management representatives, as well as those important persons not present at the bargaining table such as arbitrators.

#### **G. Ratification**

After a tentative agreement has been entered into, it must be presented to and approved by the appropriate Legislative body. We will appear before such body and make all necessary presentations to explain the proposed agreement.

#### **H. Conduct Management Information Sessions**

At the conclusion of negotiations it is extremely important that all changes be identified and explained to supervisors and managers. General information on reasons for the changes or failure to achieve desired changes must be explained so that managers are fully supportive of the new contract.

## 12. ADJOURNMENT