

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

AGENDA

PUBLIC TOWN COUNCIL MEETING

Monday, June 3, 2013

7:00 p.m.

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. COMMENTS ON AGENDA ITEMS**
- 6. RECEIVER OF TAXES: Software Update Purchase**
- 7. PUBLIC ENTERTAINMENT: Permit Application**
- 8. ANIMAL CONTROL:**
 - A. T 94 Withdrawal---Newburgh Animal Hospital**
 - B. T 94 Withdrawal---Animal Building Repairs**
- 9. JUSTICE COURT: Budget Transfer**
- 10. ANNOUNCEMENTS AND PRESENTATIONS:**
- 11. PUBLIC COMMENTS**
- 12. ADJOURNMENT**

6. RECEIVER OF TAXES: Software Update Purchase

JUN - 3 2013

6

Town of Newburgh
Crossroads of the Northeast
1496 Route 300
Newburgh, NY 12550
Mary Lou Venuto
Receiver of Taxes
Phone 845-564-4553
Fax 845-566-1432

Date: May 30, 2013
To: Wayne Booth, Supervisor
From: Mary Lou Venuto, Receiver of Taxes
Subject: Software Update to Property Tax Collection

Please approve the upgrade for my Property & School Taxes.
They are SCA (Software Consulting Associates, Inc.

This was approved in my 2013 budget. \$7,100.00

7. PUBLIC ENTERTAINMENT: Permit Application

7 ~~used~~ on

MAY 29 2013
JUN - 3 2013

PUBLIC ENTERTAINMENT PERMIT APPLICATION

Date: 5-3-013

Applicant's name and address: Dreamland Amusements Inc
2 Olympia LA
Stony Brook NY 11790

Sponsor's name and address: East Coldenham Elementary School PTA
286 State Rte NK
Newburgh NY 12550

Sponsor's qualification
(Check all that apply):

- Sponsor is a local religious, fraternal, educational, political, veterans, firemen's, civic, nonprofit or charitable organization that has an office or place of operation or owns real property in the Town of Newburgh;
 - has at least ten (10) members who are residents or have places of operation in the Town of Newburgh;
 - regularly holds its meetings and conducts its activities at a site in the Town of Newburgh;
 - provides services to residents of the Town of Newburgh
- Explain: Family fun events are open to EC students and their families

Sponsor's officers and directors names and addresses:

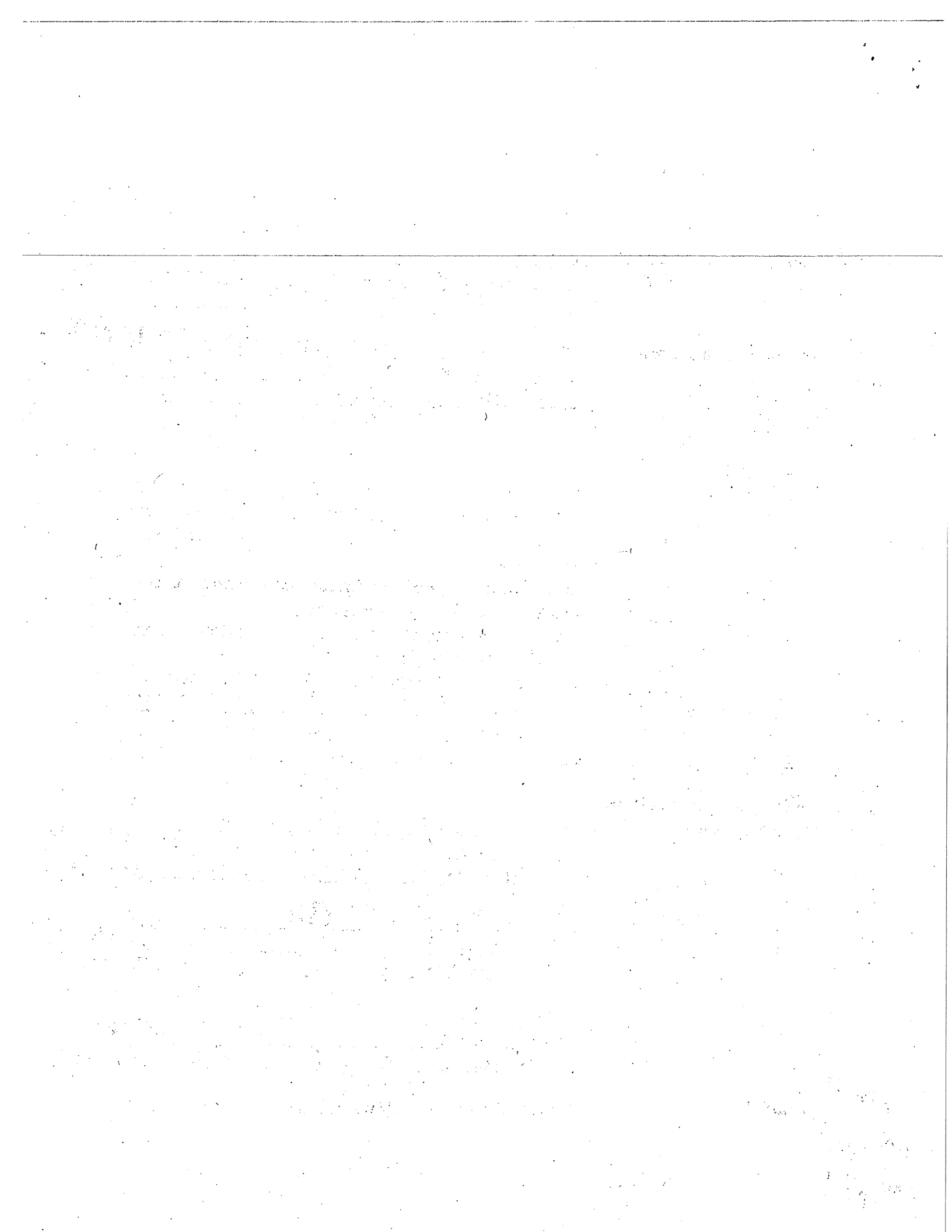
Angela Callahan, President PTA
16 Clermont Lane / 286 State Rte NK
Montgomery NY 12549 / Newburgh NY 12550

Theron Atkins, VP PTA
51 Ridge Rd / 286 State Rte NK
Montgomery NY / Newburgh NY 12550

Brent Napoleon, Treasurer PTA
101 Bracken Rd / 286 State Rte NK
Montgomery NY 12545 / Newburgh NY 12550

(attach additional sheet if necessary)

5/30/13
OK
Chief M.P. Clancy
T.N.P.D.



If Sponsor does not have office in Orange County, name and address of natural person in Orange County agreeing to accept service of process:

Required:

(attach agreement to act as agent for service of process)

Name, age, address and telephone # of individual in charge of the function for the Sponsor:

Angela Callahan age 44
10 Clemont Lane
Montgomery NY 12549
or 286 State St #11K
Newburgh NY 12550

Address, Section, Block and Lot of property at which function is to be held:

Newburgh mail

Section ___ Block ___ Lot ___
(attach copy of tax map)

Amusement Company's name and address:

DREAM LAND AMUSEMENTS INC
2 OLYMPIA LA STONY BROOK NY 11790

Dates and hours of function:

(Applications must be submitted at least 30 days prior to Commencement Date)

Commencement Date: JUNE 13
Termination Date: JUNE 23
Hours: week days 4-11 SAT-SUN 12-11

Purpose of the function:

Nature of the Activities

CARNIVAL Rides, games, food

Admission fee (if any):

\$ NO

Expected Maximum No. of Attendees at one time:

700 MAX ON A SATURDAY maybe much less

Expected Maximum No. of Vehicles at one time:

225

Method of disposing of refuse:

TRASH CANS AT CARNIVAL - Dumpster ON SITE, FINAL cleanup will be Swept.

Will private security guards or police be engaged; if so, the number and their duties:

Police - To hire two (2) off-duty officers for each times carnival is operating.

Fire Protection Precautions:

Generator and Rides TO Have EXTINGUISHERS. Fire line outside line TO be maintained.

Applicant's Signature:

Robert F. DeStefano Jr

Printed Name:

ROBERT F. DESTEFANO JR

Title:

SE

Date:

MAY 3, 2013

Sponsor's Signature:

Angela Callahan

Printed Name:

Angela Callahan

Title:

East Coldenham Elementary PTA President

Date:

5/8/13

CHECKLIST OF REQUIRED ATTACHMENTS:

- Plan for off-street and highway parking. *- NOT needed in mall lot behind.*
- Plans or Drawings showing method for the supply, storage and distribution of water and disposal of sanitary sewage;
 - water; sanitary sewage. *WATER IS public beta John co TO pump daily*
- Map or drawing showing fire lanes and source of water for fire control.
- Signed Statement from the property owner granting approval to the Sponsor to use the property during dates and hours of the function and authorizing the Town or its lawful agents to go upon the property for the purpose of inspecting the same.
- original certificate of liability insurance naming the town as an additional insured issued by an insurance carrier licensed to do business in the State of New York. Such insurance shall be in the minimum amounts established from time to time by resolution of the Town Board, but no less than one million dollars (\$1,000,000.) for each person and three million dollars (\$3,000,000.) for each accident. The certificate of insurance shall provide at least ten (10) days' written notice to the town prior to cancellation.
- \$1,000.00 Cash or Certified Check as Security Deposit to ensure clean up of site. **NOTICE: The Security Deposit is subject to forfeiture if order has not been maintained so as to require additional police protection for the event, or if the premises have not passed inspection and been issued a Certificate of Discharge by the Town's Code Compliance Department following the event.**
- A statement signed by both the property owner, Sponsor and Amusement Company operator agreeing to the provisions of the Town of Newburgh Code regarding site inspection and clean up within 72 hours of termination of the event and inspection by the Code Compliance Department; and to the forfeiture of the security deposit for failure to obtain a certificate of discharge from the Code Compliance Department.

ADDITIONAL ITEMS THAT MAY BE REQUIRED PRIOR TO ISSUANCE OF PERMIT:

\$ _____ Cash or Certified Check for the Costs of additional Police Protection if required by TOWN BOARD (SEE BELOW) TO BE PAID PRIOR TO APPROVAL OF PERMIT

Insurance Certificate evidencing \$ _____ additional liability insurance coverage

Other requirements imposed by Town Board: _____

Name and telephone number of contact person for additional requirements:

Internal Use Only

Date application received: _____

Reviewed and Found Complete:

Town Clerk's signature

Date: _____

To Be Completed Prior to Application's Submission to Town Board:

Police Department Approval of Security, Traffic Control and Parking Plans

Signature _____

Date _____

Estimated Costs of Additional Police Protection for Event \$ _____

Chief's or Designee's Initials _____

Town Board Approval

Date: _____

Conditions:

1. \$ _____ payment for reimbursement of costs of police protection prior to issuance of permit
2. Other conditions (if any): _____

Signature of Town Supervisor _____

Date _____

To Be Completed Following Event:

Actual Police Protection Costs \$ _____

Chief's or Designee's initials

Date

Code Compliance Department Certificate of Discharge:

*Date and time of
inspection
following event:*

Signature of Code Compliance Department Officer



NEWBURGH MALL

Newburgh, NY

THIS AGREEMENT made and entered into this April 1, 2013, by and between DREAMLAND AMUSEMENTS - KATHRYN DESTEFANO herein called "Carnival" and KEVAWORKS, herein referred to as "Booking Agent."

In consideration of the covenants and considerations contained herein, the parties agree to as follows:

1. **TERM.** The term of this agreement shall be for the period from June 13, 2013 to June 23, 2013, with two (2) days setup and one (1) day teardown and for every time the Carnival plays this Event/Location thereafter.
2. **LOCATION.** Booking Agent has obtained permission from the owners of the real property described below for Carnival's use as suitable Location and exhibition site for all activities commonly carried on by Carnival. Said real property is described as the parking lot at NEWBURGH MALL, Newburgh.
3. **EXPENSES.**
 - a. Permits. Carnival shall obtain all necessary permits, licenses and inspections for operation from health, fire, building and compliance with any other appropriate federal, state or local authorities. Carnival shall pay for such permits, licenses and inspections and provide copies of ALL permits as far in advance of the event as the city issues them. Booking Agent assumes no liability should the event be shut down by a government agency or location for any reason. In the event, no prepaid rent or any other amounts will be refunded.
 - b. Security. Security will be provided at Carnival's expense during all hours of operation. Security to be attired in identifiable jackets or shirts. Size of security force to be approved by Booking Agent and Location management or as specified by permitting authority.
 - c. Toilets. Carnival will provide at its expense portable restroom facilities and maintain cleanliness of such restrooms including keeping them stocked with toilet paper at all times.
 - d. Trash. Carnival will provide a dumpster at its own expense for disposal of waste. The dumpster will be placed in a Location of the Location's designation. Carnival shall at no time dump raw sewage or grease in storm drains or on any part of the Location.
 - e. Water. A potable water source shall be provided by the Location.
 - f. Power. Carnival shall be responsible for all power needs.
 - g. Lodging. Unless otherwise arranged in writing, Carnival will arrange for off-site lodging for carnival operators and vendors. Mobile homes, trailers or any type of overnight lodging equipment will not be permitted to remain at the Location. Violations shall result in a \$500.00 penalty per occurrence.
 - h. Taxes. Carnival shall be responsible for all local, state and federal sales taxes and fees associated with this event and their direct sales or products and services to the customer. Booking Agent shall not be responsible for sales tax at this Event.
4. **OPERATION.** Carnival shall manage and operate the largest number of rides, games and food concessions possible for the space allotted at the above named Location. Carnival shall have exclusive control of the management and operation of all rides, games and food concessions owned by Carnival. Failure to adhere to any of the operational items may result in forfeiture of the SECURITY DEPOSIT.
 - a. Location Usage. Carnival shall limit activity to only that which is standard for a carnival/midway event and staff its operation during all operating hours.

- b. Hours. The above shall be in operation as best determined by the Carnival.
 - c. Set-up. Unless agreed upon in writing, the placement and setup of rides will not be permitted more than two (2) days before the time of opening.
 - d. Tear-down. Unless agreed upon in writing, all carnival equipment, trash dumpsters, toilets and miscellaneous items must be cleared from the Location within twenty-four (24) hours after the close of business on the last day of the agreement.
 - e. Clean-up. Carnival shall maintain its area in a clean, safe and tidy condition. The responsibility of cleanup shall include a thorough cleanup of the carnival area on a regular basis, but in no event less than twice every day at opening and closing time.
 - f. Location Surfaces. Carnival may NOT stake any area of the Location without prior written consent. Carnival will be responsible for any repairs, hole fills and other necessary repairs to return the lot, Location or venue to the condition it was upon arrival. Failure to do so will result in Carnival paying the cost plus 10% for any and all repairs, modifications and conditions.
 - g. Management. Carnival will maintain an on-site management office on the midway that is staffed and accessible at all hours of the carnival operation.
 - h. Noise. Carnival shall comply at all times with applicable noise ordinances.
 - i. Employee Decorum. Employees must be dressed in clean matching uniforms during operating hours. Employees are prohibited from using the Location's bathrooms for bathing purposes. Carnival and its employees shall treat customers in a courteous and hospitable manner at all times. No bathing suits, tube tops or halter-tops are allowed. Shirts and shoes must be worn at all times.
 - j. Drugs, Alcohol and Tobacco. At no time during this agreement shall any employee or associate of any employee of the Carnival possess or consume drugs or alcohol or be intoxicated to any degree. Vulgar language during operating hours is also prohibited. Further, at no time during the hours of operation shall any employee of the Carnival smoke tobacco on the carnival midway. Smoking is permitted in a designated smoking area at least fifty (50) feet away from the carnival midway.
5. **RETURN OF SPACE:** Immediately upon the expiration or early termination of this Lease, Carnival will return the Space to Location and remove all of Carnival's personal property, trade fixtures, goods and effects; repair any damage caused by such removal, and peaceably yield up the Space, broom clean and in good order, repair and condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted. Carnival agrees that all personal property remaining within the Space after Location takes possession of the Space is conclusively deemed to be abandoned by Carnival and the property of Location. Carnival waives its rights, if any, under any statutes or other legal doctrines requiring Location to remove, store, return or auction such property, and Location may dispose of such property as it sees fit, free of any claims of Carnival or other claiming through Carnival.
6. **NO MECHANIC'S LIENS:** Carnival shall not suffer any mechanic's lien to be filed against the Booking Agent or Location by reason of any work, labor, services, or materials performed at or furnished to the Space or to the Carnival, or to anyone acting in concert with Carnival. Nothing contained in this Lease shall be construed as consent on the part of the Location to subject the Location's estate in the Space to any lien or liability under the lien laws of the state in which the Location is located.
7. **ASSIGNING OR SUBLETTING:** Carnival shall not sell, assign, mortgage, pledge or in any manner transfer this agreement or any interest therein, nor sublet all or any part of the Location, nor license concessions nor departments therein. Any attempted assignment, sublease or transfer shall be void and shall further constitute a breach of this agreement.

8. **INSURANCE.** Carnival shall maintain and provide advance copies with financially sound and reputable insurers, the following insurance coverages, with an insurance carrier reasonably acceptable to Location: a comprehensive or commercial general liability policy including contractual liability products/completed operation and broad form property damage coverage, affording protection on an occurrence basis for claims arising out of bodily injury, death, and property damage, and having limits of not less than: a combined single limit of \$5,000,000 per occurrence with a \$10,000,000 aggregate limit of liability and which such policy shall not contain explosion, collapse and/or underground exclusions; an Automobile Comprehensive Liability policy with combined single limits of not less than \$1,000,000.00 per occurrence; Worker's Compensation insurance as required by the laws of the state of the Location, and Employer's Liability insurance with a \$1,000,000.00 per occurrence limit; Premises Liability Coverage for slip and fall as well as related coverage extending to Location address to alleviate Booking Agent and Location against claims during this event or at this Location. Carnival shall cause: KevaWorks, Inc., the Shopping Center, the Location and the Location's property manager, to be named as additional insureds on all insurance policies covering the scope of business provided for in this Agreement and, on the Effective Date, shall provide a certificate showing the coverage to Location. All insurance procured or maintained by Carnival, with respect to this agreement, shall be primary and have an A.M. Best rating of at least AVIII. Any insurance covered by Location shall be considered excess and non-contributing. Each policy shall provide that the coverage there under shall not be modified or terminated without at least 30 days' prior written notice to Location and Booking Agent. Carnival shall thereafter provide to Booking Agent and Location's evidence of the existence or renewal of that insurance. Carnival and any and all parties caused by, through or under Carnival release and discharge Booking Agent and Location together from all claims and liabilities arising from or caused by any casualty, whether required hereunder to be covered or not, in whole or in part by insurance on the premises or in connection with property on or activities conducted on the premises and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

9. **INDEMNITY.** Carnival shall assume liability for and shall indemnify, defend, and hold harmless Location, Booking Agent, KevaWorks, Inc. and any other owners of the Shopping Center, and all their shareholders, partners, directors, related and affiliated entities, ground lessors, managers, management companies, employees, agents, guests, customers and invitees (with Location, Booking Agent and KevaWorks, Inc., collectively the "Location Parties") against and from any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, expenses, disbursements (collectively, "Claims", including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of; any act or omission of Carnival (including without limitation the acts or omissions of the Carnival's officers, directors, employees, agents, contractors, invitees, and/or licensees within the Location), any occurrence which takes place in or about the Space as the result of Carnival's negligence or willful misconduct, any damages to the Space excluding claims arising solely from the gross negligence or willful misconduct of Location Parties. To the extent permitted by applicable law, Carnival's duty to indemnify Booking Agent and Location under this paragraph will apply regardless of and will extend to cover losses caused by either Carnival's or Location's concurrent, comparative, or contributory negligence. In addition:
- a. The Location Parties shall not be liable to Carnival for, and Carnival waives all claims against such parties, for injury, death, or damage to person or property sustained by Carnival or any person claiming through Carnival resulting from any condition, accident or occurrence in or upon the Space, or any other part of the Shopping Center, unless such matters arise solely from the gross negligence or willful misconduct of Location Parties.
 - b. Carnival agrees that the rent payable hereunder does not include the cost of guard services or other security measures, and that Location Parties shall have no obligation to provide same. Carnival assumes full responsibility for the protection of the Space, Carnival, and Carnival's employees, invitees, licensees, guests and customers against the acts of third party, and will indemnify, defend, and hold harmless Location and Booking Agent from any such claims made by the above specified persons of any damages, including attorney's fees, resulting therefrom.

- c. To the fullest extent permitted by applicable law, Carnival shall indemnify and save Location and Booking Agent harmless from any and all claims, demands, or suits that may be brought against Location or Booking Agent by any employee, representative, or agent of Carnival, or any legal representative or successor of any of them, in any way arising out of or incident to this Lease.
- d. The indemnification and waivers contained in this Section shall survive expiration or early termination of this Lease.

10. LIMITATION ON LIABILITY: There shall be absolutely no personal liability on persons, firms, or entities who constitute Location, Booking Agent or KevaWorks, Inc., or any management company acting under contract with Location, or any agent, employee, officer, partner, shareholder, or joint venture of Location or such management company ("Location Affiliates") with respect to any of the terms, covenants, conditions, and provisions of this Lease, or of any other events, acts, omissions, or occurrences arising from or related to this Lease, and Carnival shall look solely to the interest of the Location in the Shopping Center for satisfaction of each and every right or remedy of Carnival in the event of default or other liability of Location or Location's Affiliates. Such exculpation of personal liability is absolute and without any exception whatsoever.

11. SECURITY DEPOSIT. A security deposit of \$ 1,000 is due to the Booking Agent at least ten (10) days prior to the first day of setup and any unused portion will be returned after the conclusion of the event and cleanup. **THE SECURITY DEPOSIT SHALL NOT BE USED AS PAYMENT AGAINST BOOKING FEES.** Remit settlement with DAILY SALES REPORTS to ensure quick repayment of security deposit. Failure to do so may cause delay or forfeiture of security deposit.

12. GUARANTEE & BOOKING FEES.

may result in cancellation of this contract with penalties and fees.

- b. This gross is based on all tickets and wristbands SOLD not weighed and/or redeemed and includes all pre-sale tickets and wristbands. The Booking Agent has the right to perform, at their expense, an audit of the event records including all daily sales reports, printouts, software records, reconciliation and statements for verification of accurate sales reporting.
 - c. Any balance or overage is due at the close of operations on Sunday evening and a certified check will be delivered via postal mail with tracking number and is due no later than the first Tuesday after the close of the show. **THE SECURITY DEPOSIT SHALL NOT BE USED AS PAYMENT AGAINST BOOKING FEES.**
 - d. If Booking Agent does not receive a settlement report, ticket report and balance within five (5) business days after the event, the Carnival shall be automatically required to pay the required settlement plus five thousand dollars (\$5,000) to satisfy this agreement plus travel, legal and collection expenses related to enforcing this clause. There may be a \$250 penalty for cancelled or bounced checks.
- 13. CANCELLATION.** If the Carnival does not show or cancels this contract after its execution for any reason including the ability to acquire appropriate insurance limits or permits, the Carnival will be liable to the Location and Booking Agent for any and all rent, verifiable marketing, promotion and advertising expenses related to this Event. In some cases, the Location reserves the right to cancel the event without cause or notice.
- 14. COVENANTS.** This agreement contains all the covenants, promises, agreements, conditions and understandings between Carnival and Booking Agent. There are no other agreements, either oral or written, between them other than those set forth in this agreement.

15. **LIMITED POWER OF ATTORNEY:** This document shall be construed and interpreted as a general power of attorney and the Booking Agent shall have full authority to act on my behalf in relation to the execution of license agreements, permit applications, logistical arrangements and similar affairs for this specific event. I indemnify and hold harmless the Booking Agent from any loss that results from an error made in good faith save for willful misconduct or the willful failure to act in good faith.
16. **EXCLUSIVITY:** The Booking Agent shall have the exclusive right to book the Carnival into the contracted Location for subsequent dates at similar terms.
17. **CONFIDENTIALITY.** Carnival represents and warrants that it shall keep the provisions of this agreement confidential and shall not disclose the provisions to a third party, carnival, Location or sponsor.
18. **ATTORNEY FEES:** In the event a legal action is instituted by reason of breach of this contract, Booking Agent shall be entitled to recover from the Carnival reasonable attorneys' fees as fixed by the court entering the final judgment. Carnival further agrees to pay all of Booking Agent's costs of collection, including any collection fees charged by a collection agency, in the event of any default hereunder.
- a. **Time Limitation for Lawsuits:** Carnival shall be barred from bringing any action or cross-action against Booking Agent or Location unless Carnival files such action or cross-action in court no later than one (1) months after the conclusion of the event agreed to herein.
- b. **Arbitration:** In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to designate a specific USA&M office in the western region for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.
19. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of California and the County of Riverside and any legal proceedings shall be filed in the county and state referred to in this section.
20. **SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
21. **EXECUTION TERM.** This contract is null and void if not signed by both parties. The Carnival signatory whose signature appears below certifies that they are authorized to enter into this agreement on behalf of the party for whom they sign and personally guarantee all payments detailed herein.

Kathryn L Destefano
 DREAMLAND AMUSEMENTS - KATHRYN DESTEFANO
 - Carnival

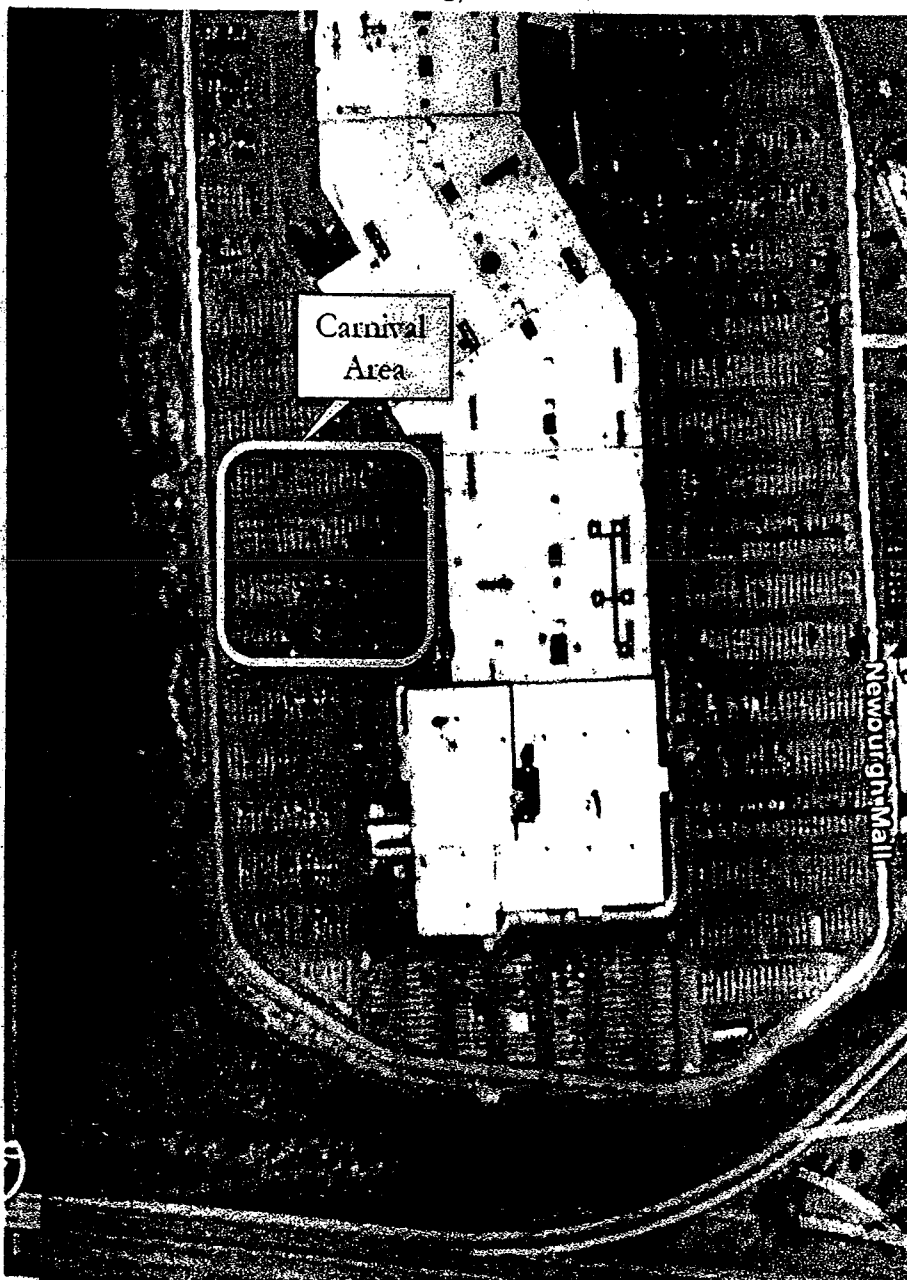
Kathryn L. Destefano 4/13/13
 Printed Name Date

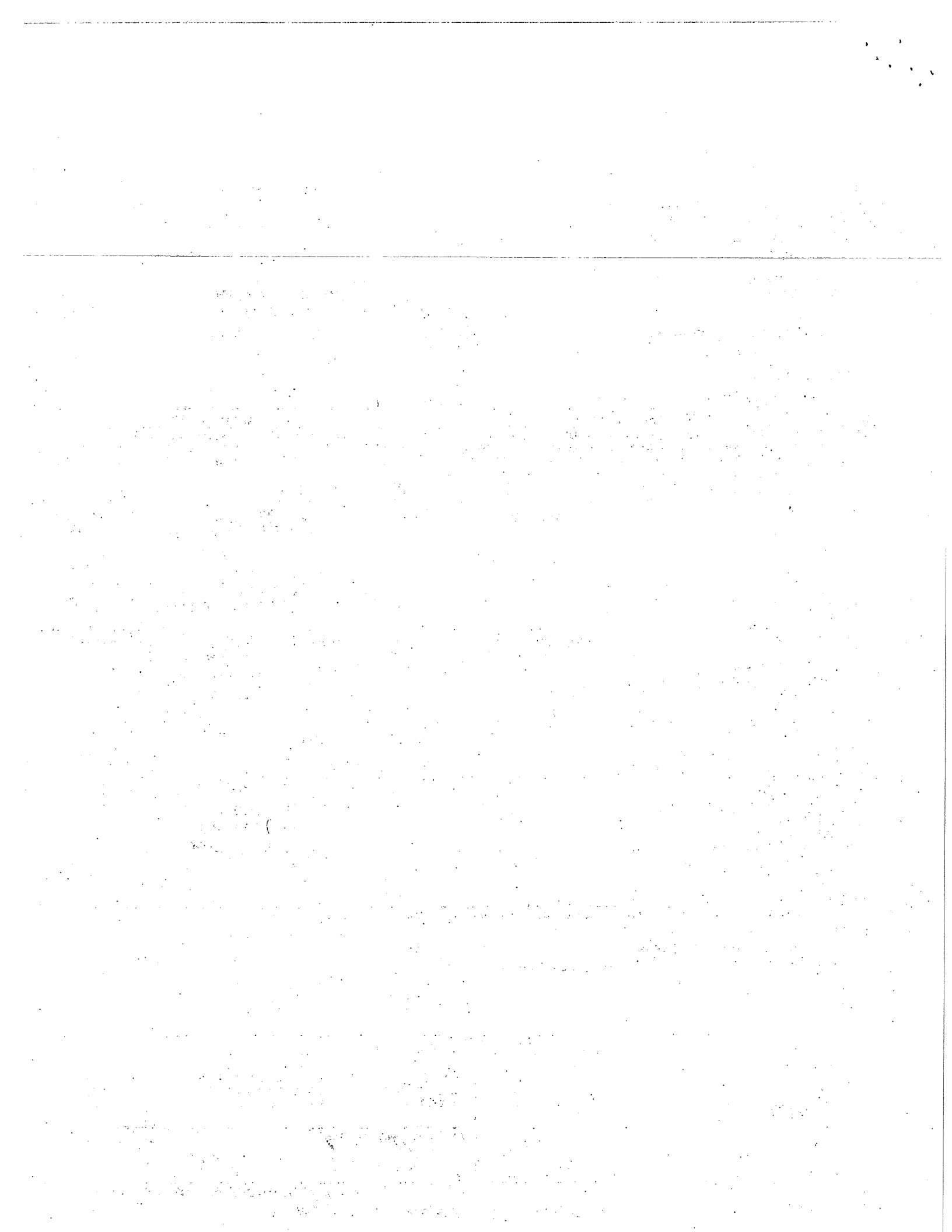
[Signature]
 KEVAWORKS, INC.
 - Booking Agent

Craig Herkimer 4/18/13
 Printed Name Date

SITE PLAN

Newburgh Mall







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2013

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).

| | | | |
|--|---|--|-----------------------|
| PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Boulevard Treasure Island, FL 33706-4814 1-800-237-3355 | CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: | | FAX (A/C No.): |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Dreamland Amusements, Inc. ETAL 297 Kingsbury Grade Suite 1040, M.B. 4470 Lake Tahoe, NV 89449 | INSURER A: T.H.E. Insurance Company | | 12866 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

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.

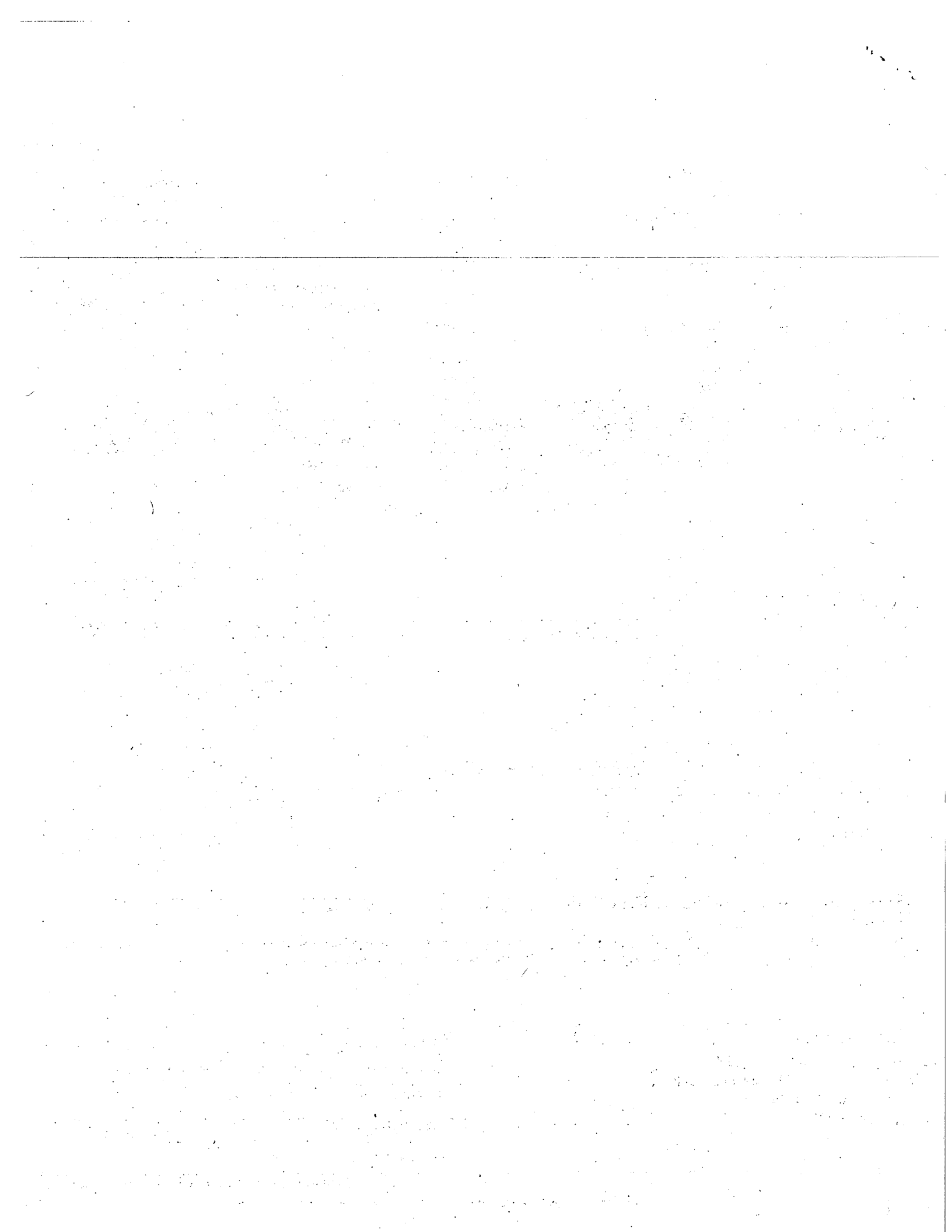
| INSR LTR | TYPE OF INSURANCE | ADDSUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | CPP0100410-03 | 03/08/2013 | 03/08/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | CPP0100410-03 | 03/08/2013 | 03/08/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | ELP0010118-03 | 03/08/2013 | 03/08/2014 | EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | WC134068 | 03/08/2013 | 03/08/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective From 6/10/13 Through 6/24/13

ADDITIONAL INSURED: Newburgh Capital Group, LLC; Urban Retail Properties, LLC and its respective members; Howard Protter, as Receiver; and Kevaworks, Inc. as respects to the General Liability pertaining to the operations of the named insured only

| | |
|--|--|
| CERTIFICATE HOLDER Newburgh Capital Group, LLC c/o Newburgh Mall Management Office 1401 Route 300, Suite 100 Newburgh, NY 12550 | CANCELLATION 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 |
|--|--|



8. **ANIMAL CONTROL:**
 - A. **T-94 Withdrawal – Newburgh Animal Hospital**
 - B. **T- 94 Withdrawal – Animal Building Repairs**

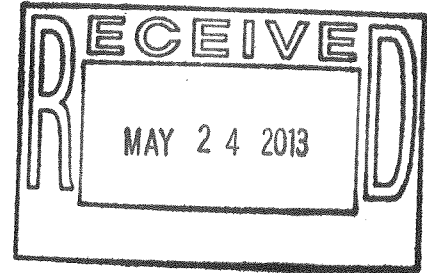
JUN - 3 2013

8a



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 Gidney Ave. Newburgh, NY 12550



March 5, 2013

To: Town Board

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

I am requesting authorization to use the T-94 account to pay for veterinarian services from Newburgh Animal Hospital for the months of January and February and for your authorization for payment of this voucher in the total amount of \$1136.46.

Sincerely,

Chantel Haight
Animal Control Supervisor

Cc: Accounting

T-94 Balance = \$183,249.

original

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

Net 30 Days

Invoice # _____

Canine

| Dates | Quantity | Description of Materials or Services | Unit Price | Amount |
|---------|----------|--------------------------------------|--------------|----------------|
| 1/30/13 | 540343 | | | 48.70 |
| 2/6/13 | 540875 | | | 89.26 |
| 2/12/13 | 541234 | | | 23.48 |
| 2/22/13 | 541892 | | | 975.02 |
| | | | TOTAL | 1136.46 |

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 1136.46 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

2/28/13
DATE

Dora M Cast
SIGNATURE

Bookkeeper
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

3.19.13
Date

CA
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 02-28-13 at 12:29p
Date: 01-30-13
Account: 19984
Invoice: 540343

| Date | For | Qty | Description | Price | Discount | Net Price | |
|----------------------------------|-----------|-----|------------------------------------|-------|----------|-----------|------|
| 01-24-13 | Canine | 1 | Drontal Plus Intestinal Wormer 41- | 30.00 | 15.00 | 15.00 | ** ✓ |
| 01-24-13 | Hollywood | 3 | Amoxicillin 500 mg x 14 #163250 | 37.41 | 18.71 | 18.70 | ** ✓ |
| 01-24-13 | Howard | 1 | Drontal Plus Intestinal Wormer 41- | 30.00 | 15.00 | 15.00 | ** ✓ |
| Total charges, this invoice... | | | | | | 48.70 | |
| **Total discount included: 48.71 | | | | | | | |

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

| Reminders for: Hollywood (Weight: 63.0 lbs - 12m) | Last done |
|--|-----------|
| 02/14 CANINE RABIES / 3 YEAR | |
| 02/14 CanineDist/Aden/Para/Parvo/Lep | |
| 02/14 Canine Kennel Cough Vacc -1 ye | 02-21-13 |
| 01/14 lyme,HW,Ehrlichia Accu Plus4(A) | 01-22-13 |
| 07/13 FECAL EXAM | |
| 03/13 Wellness Blood Screen (SA040) | |
| 02/13 CONSULT/EXAM - Annual Wellness | |

| Reminders for: Canine (Weight: 50.0 lbs - 21m) | Last done |
|---|-----------|
| 08/15 CANINE RABIES / 3 YEAR | 08-20-12 |
| 04/12 HEARTWORM TEST | 04-18-11 |
| 02/12 Consultation/Exam- Bi-annual | 08-23-11 |
| 01/12 CanineDist/Aden/Para/Parvo/Lep | |
| 11/11 Wellness Blood Screen (SA040) | |
| 11/11 FECAL EXAM | |
| 09/11 Neuter your pet at 5-6 months | |
| 07/11 Canine Kennel Cough Vacc -1 ye | |

Next appointment for **Canine** Qty
03-05-13 **At:** 8:30a **With:** Surgeries

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 02-28-13 at 12:29p
Date: 02-06-13
Account: 19984
Invoice: 540875

| Date | For | Qty | Description | Price | Discount | Net Price |
|--|-------------|-----|----------------------------------|-------|----------|------------|
| 02-06-13 | Lucy 2/5/13 | 1 | CONSULT/EXAM - Annual Wellne: | 46.50 | 23.25 | 23.25 ** ✓ |
| 02-06-13 | | 1 | Lyme,HW,Ehrlichia Accu Plus4(AC | 49.50 | 21.00 | 28.50 ** ✓ |
| 02-06-13 | | 1 | Canine Dist/A2/PI/Parvo/Lepto1YR | 25.00 | 12.50 | 12.50 ** ✓ |
| Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis | | | | | | |
| 02-06-13 | | 1 | CANINE RABIES / 1YEAR | 25.00 | 12.50 | 12.50 ** ✓ |
| 02-06-13 | | 1 | CANINE RESPIR.COMPLEX(Bord | 25.00 | 12.50 | 12.50 ** ✓ |
| Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months. | | | | | | |

Total charges, this invoice... 89.25
**Total discount included: 81.75

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

| Reminders for: Lucy 2/5/13 | Last done |
|--------------------------------------|-----------|
| 02/14 lyme,HW,Ehrlichia Accu Plus4(A | 02-06-13 |
| 02/14 CANINE RABIES / 3 YEAR | |
| 02/14 CanineDist/Aden/Para/Parvo/Lep | |
| 02/14 Canine Kennel Cough Vacc -1 ye | 02-06-13 |
| 02/14 CONSULT/EXAM - Annual Wellness | 02-06-13 |
| 08/13 FECAL EXAM | |
| 04/13 Wellness Blood Screen (SA040) | |

LIKE US ON FACEBOOK.COM!

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 02-28-13 at 12:28p
Date: 02-22-13
Account: 19984
Invoice: 541892

| Date | For | Qty | Description | Price | Discount | Net Price |
|--|--------|------|-----------------------------------|--------|----------|-----------|
| 02-07-13 | Little | 0.80 | Morphine Inject / ml | | | 0.00 |
| 02-07-13 | | 1 | CONSULT / EXAM - Sick | 59.00 | 29.50 | 29.50 ** |
| 02-07-13 | | 1 | Pet Insurance Review | | | 0.00 |
| Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans | | | | | | |
| 02-07-13 | | | Rectal prolapse | | | 0.00 |
| 02-07-13 | | 1 | Nupro nutritional supplement #163 | 22.50 | 11.25 | 11.25 ** |
| 02-07-13 | | 1 | Panacur dewormer 20-40lb 6 packe | | | 42.00 |
| 02-09-13 | | 1 | FECAL (ParasiteScreen) T808 | 29.00 | 14.50 | 14.50 ** |
| 02-09-13 | | 1 | Chem / CBC (SA020) | 139.50 | 69.75 | 69.75 ** |
| Chemistry panel liver | | | | | | |
| Chemistry panel kidney | | | | | | |
| Chemistry panel pancreas | | | | | | |
| Veterinarian Interpretation +/- Consult | | | | | | |
| Speciman collection | | | | | | |
| White blood cell count | | | | | | |
| Red blood cell count | | | | | | |
| Packed cell volume | | | | | | |
| Differential cytology | | | | | | |
| 02-11-13 | | 1 | No Ova Seen | | | 0.00 |
| 02-11-13 | | 5 | Shelter board medical alert k9 | | | 200.00 |
| 02-11-13 | | 1 | CANINE RABIES / 1YEAR | 25.00 | 12.50 | 12.50 ** |
| 02-11-13 | | 1 | Canine Dist/Aden/Para/Parvo #1 | 25.00 | 12.50 | 12.50 ** |
| Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice. | | | | | | |
| 02-11-13 | | 1 | RecommendFecal (please dropoff | | | 0.00 |
| Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience | | | | | | |
| 02-11-13 | | 1 | Zoonoses | | | 0.00 |
| Discussed Zoonotic potential of intestinal parasites- in particular roundworms. | | | | | | |

| | | | | | | |
|----------|-----------|---|--------|--------|----------|---|
| 02-11-13 | | 1 Heartworm Test | 35.00 | 14.50 | 20.50 ** | ✓ |
| | | Heartworm disease is an enormous problem in our area, seen in not only outdoor but also indoor dogs. It is transmitted by mosquitos. The AVMA strongly recommends that all dogs be tested once yearly and kept on a monthly preventative year round. | | | | |
| 02-12-13 | | 1 Heartworm Elisa Negative | | | 0.00 | |
| 02-12-13 | | 42 Metronidazole 250mg.(Flagyl) #16 | 40.65 | 20.33 | 20.32 ** | ✓ |
| 02-12-13 | | 1 K9 Sensitive Stom. 15.5# | | | 30.99 | ✓ |
| 02-19-13 | Hollywood | 4 Shelter board medical alert k9 | | | 160.00 | ✓ |
| 02-19-13 | | 6 specific gravity urine | 228.00 | 168.00 | 60.00 ** | ✓ |
| 02-19-13 | Skeeter | 0.24 Morphine Inject / ml | | | 0.00 | |
| 02-19-13 | | 0.10 Telazol Injectable / 1 ml | | | 0.00 | |
| 02-19-13 | | 1 Neuter/Canine 1-5YR | 139.50 | 69.75 | 69.75 ** | ✓ |
| 02-19-13 | | 1 -Isoflurane Gas Anesthesia | | | 0.00 | |
| 02-19-13 | | 1 Lyme,HW,Ehrlichia Accu Plus4(AC | 49.50 | 21.00 | 28.50 ** | ✓ |
| 02-19-13 | | 1 Canine Dist/A2/PI/Parvo/Lepto1YR | 25.00 | 12.50 | 12.50 ** | ✓ |
| | | Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis | | | | |
| 02-19-13 | | 1 CANINE RABIES / 1YEAR | 25.00 | 12.50 | 12.50 ** | ✓ |
| 02-19-13 | | 1 CANINE RESPIR.COMPLEX(Bord | 25.00 | 12.50 | 12.50 ** | ✓ |
| | | Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months. | | | | |
| 02-19-13 | | 1 CONSULT/EXAM - Annual Wellne | 46.50 | 23.25 | 23.25 ** | ← |
| 02-19-13 | Hollywood | 1 Weight Monitoring | | | 0.00 | |
| 02-19-13 | Skeeter | 1 Lyme,HW,Ehrlichia Accu Plus4(AC | 49.50 | 49.50 | 0.00 ** | |
| 02-20-13 | | 1 Heartworm Elisa Negative | | | 0.00 | |
| 02-20-13 | | 8 Doxycycline tablets 100mg #16421 | 20.91 | 10.45 | 10.46 ** | ✓ |
| 02-20-13 | Crumpet | 1 FECAL (ParasiteScreen) T808 | 29.00 | 14.50 | 14.50 ** | ✓ |
| 02-21-13 | Hollywood | 1.35 Morphine Inject / ml | | | 0.00 | |
| 02-21-13 | | 0.60 Telazol Injectable / 1 ml | | | 0.00 | |
| 02-21-13 | | 1 Neuter/Canine 1-5YR | 139.50 | 69.75 | 69.75 ** | ✓ |
| 02-21-13 | | 1 -Isoflurane Gas Anesthesia | | | 0.00 | |
| 02-21-13 | | 1 CANINE RABIES / 1YEAR | 25.00 | 12.50 | 12.50 ** | ✓ |
| 02-21-13 | | 1 Canine Dist/A2/PI/Parvo/Lepto1YR | 25.00 | 12.50 | 12.50 ** | ✓ |
| | | Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis | | | | |
| 02-21-13 | | 1 CANINE RESPIR.COMPLEX(Bord | 25.00 | 12.50 | 12.50 ** | ✓ |
| | | Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, | | | | |

grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.

Total charges, this invoice...

975.02

**Total discount included: 686.03

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

| Reminders for: Crumpet (Weight: 53.7 lbs - 3y) | | Last done |
|--|---------------------------------------|-----------|
| 12/13 | lyme,HW,Ehrlichia Accu Plus4(A | 12-19-12 |
| 09/13 | CANINE RABIES / 3 YEAR | |
| 09/13 | CanineDist/Aden/Para/Parvo/Lep | |
| 08/13 | FECAL EXAM | 02-20-13 |
| 03/13 | Canine Kennel Cough Vacc -1 ye | |
| 11/12 | Wellness Blood Screen (SA040) | |
| 09/10 | CONSULT/EXAM - Annual Wellness | |
| Reminders for: Skeeter | | Last done |
| 02/14 | lyme,HW,Ehrlichia Accu Plus4(A | 02-19-13 |
| 02/14 | CANINE RABIES / 3 YEAR | |
| 02/14 | CanineDist/Aden/Para/Parvo/Lep | |
| 02/14 | Canine Kennel Cough Vacc -1 ye | 02-19-13 |
| 02/14 | Consultation/Exam- Bi-annual | |
| 08/13 | FECAL EXAM | |
| 04/13 | Wellness Blood Screen (SA040) | |
| Reminders for: Hollywood (Weight: 63.0 lbs - 12m) | | Last done |
| 02/14 | CANINE RABIES / 3 YEAR | |
| 02/14 | CanineDist/Aden/Para/Parvo/Lep | |
| 02/14 | Canine Kennel Cough Vacc -1 ye | 02-21-13 |
| 01/14 | lyme,HW,Ehrlichia Accu Plus4(A | 01-22-13 |
| 07/13 | FECAL EXAM | |
| 03/13 | Wellness Blood Screen (SA040) | |
| 02/13 | CONSULT/EXAM - Annual Wellness | |
| Reminders for: Little (Weight: 25.0 lbs - 6m) | | Last done |
| 02/14 | HEARTWORM TEST | 02-11-13 |
| 02/14 | CANINE RABIES / 3 YEAR | |
| 08/13 | CONSULT/EXAM - Annual Wellness | |
| 08/13 | FECAL EXAM | 02-09-13 |
| 08/13 | Canine Kennel Cough Vacc -1 ye | |
| 08/13 | Neuter your pet at 5-6 months | |
| 03/13 | CANINE DIST/A2/PI/PARVOLEPTO1Y | |
| 03/13 | Wellness Blood Screen (SA040) | |

Doctor's Instructions

Neuter/Canine 1-5YR

Your dog has been neutered. Please watch the surgical site for swelling or redness, and give antibiotics as directed. If there are skin sutures, please make an appointment to have them removed in 10 days.

Heartworm Test

Please be sure to continue Heartguard year round for your pet's protection against heartworm disease.

Crumpet's weight history (in lbs)

| | |
|----------|-------|
| 12-19-12 | 53.70 |
| 09-24-12 | 46.00 |

Hollywood's weight history (in lbs)

| | |
|----------|-------|
| 02-19-13 | 63.00 |
| 01-22-13 | 61.00 |

Little's weight history (in lbs)

| | |
|----------|-------|
| 02-27-13 | 25.00 |
|----------|-------|

LIKE US ON FACEBOOK.COM!

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

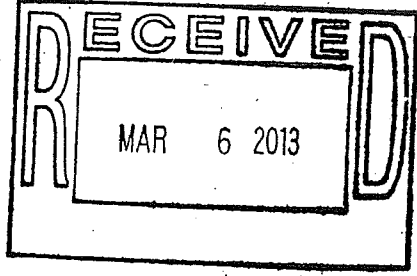
In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

2013-03-08 2013

102



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



March 5, 2013

To: Town Board

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

*They Approved Flannery
Not Newburgh Vet*

*Please have
it reapproved*

I am requesting authorization to use the T-94 account to pay for veterinarian services from Flannery Animal Hospital for the months of January and February and for your authorization for payment of this voucher in the total amount of \$1136.46.

Sincerely,

CH
Chantel Haight
Animal Control Supervisor

Cc: Accounting

APPROVED

Date of Town Board Action: MAR 18 2013

Vote of Town Board: 4-0-0-1

Andrew J. Zbrutskie
Andrew J. Zbrutskie, Town Clerk

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

JUN - 3 2013

Order No.

DO NOT WRITE IN THIS BOX

VOUCHER

DEPARTMENT

Animal Shelter

CLAIMANT'S
NAME
AND
ADDRESS

*J.A.B. Custom Exteriors
& Remodeling
176 Pussler Rd.
Wallkill, N.Y. 12589*

TERMS

Date Voucher Received

83

FUND - APPROPRIATION

AMOUNT

| | |
|--------------|------------------------|
| <i>T-94</i> | <i>850.00</i> |
| <i>T-94</i> | <i>325.00</i> |
| <i>T-94</i> | <i>400.00</i> |
| | |
| | |
| | |
| TOTAL | <i>1,575.00</i> |

VOUCHER NO.

Abstract No.

Vendor's
Ref. No.

| Date | Quantity | Description of Materials or Services | Unit Price | Amount |
|----------------|-----------|--|--------------|--------------------------|
| <i>7/29/13</i> | <i>1)</i> | <i>Install 11 Kennel Doors Labor \$850.00</i> | | <i>850.00</i> |
| | <i>2)</i> | <i>Supply & Install 1 storm door on the right side of animal shelter Labor + Material \$325.00</i> | | <i>325.00</i> |
| | <i>3)</i> | <i>Repair Slight siding on the right side of animal shelter Labor + Material \$400.00</i> | | <i>400.00</i> |
| | | | TOTAL | <i>\$1,575.00</i> |

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, *DUANE A BENEDICT*, certify that the above account in the amount of \$ *1,575.00* is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

5/29/13
DATE

Duane Benedict
SIGNATURE

owner
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

5-29-13
DATE

[Signature]
AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

Elizabeth [Signature]
George [Signature]

DATE

AUDITING BOARD

9. JUSTICE COURT: Budget Transfer



JUN - 3 2013

NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

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

HON. JUDE T. MARTINI
TOWN JUSTICE

FRANCES BOCKEMUHL
COURT CLERK TO TOWN JUSTICE

MEMORANDUM

TO: Wayne Booth, Supervisor

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

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

DATE: May 23, 2013

RE: Budget Transfer

RC
JTM

We are requesting your approval of the following transfer to our 2013 budget to cover the cost of managing Court files according to the Retention Schedule as outlined by the Office of Court Administration:

From: 1110-0190 Other Personal Services \$10,000 **To:** 1110-0100 Personal Services \$10,000

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

Thank you.