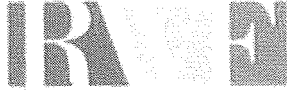


JOSEPH P. PEDI
Town Clerk, 1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554

WORKSHOP MEETING AGENDA
Monday, December 23, 2019
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. PRESENTATION: Eagle Scout
6. APPROVAL OF AUDIT
7. PUBLIC HEARING (7:00 p.m.): Introductory Local Law 3 of 2019 Amending Water and Sewer Rates Effective January 1, 2020.
8. ZONING TEXT AMENDMENT PETITION: Building Blocks Child Care Center
9. DANSKAMMER: Pilot Agreement on Existing Plant
10. POLICE DEPARTMENT: Approval to Start Process to Hire Two Sergeants
11. ENGINEERING:
 - A. Meadow Hill and Route 300 Stand By Generators
 - i. Award of Contract
 - ii. Approval of Proposed Construction Services
 - B. Chadwick Lake Filter Plant Improvement – Approval of Engineering Proposal for Membrane Filter Rental Bid
 - C. Budget Transfers
 - i. Water Department
 - ii. Capital Projects
12. BUILDINGS AND GROUNDS: Request to Bid Garbage Collection
13. ANIMAL CONTROL: T-94 Withdrawal
14. ACCOUNTING: Cash Transfers
15. WATER DEPARTMENT:
 - A. Award Bid for Alum Sludge Removal
 - B. Award Bid for Water Chemicals
16. DATA PROCESSING: Purchase of Computers
17. POSSIBLE EXECUTIVE SESSION: Retirement of Current Employee and Matters Leading to the Return of that Individual as a Part Time Employee
18. ADJOURNMENT

GJP; jpp
First Revision: December 19, 2019; 3:05 pm



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

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

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsier
Mark C. Taylor
Deborah Welsman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: PROPOSED LOCAL LAW AMENDING CHAPTER 104
ENTITLED SCHEDULE OF FEES OF THE CODE OF THE
TOWN OF NEWBURGH: WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2020
OUR FILE NO. 800.1(B)() (2019)

DATE: DECEMBER 19, 2019

Enclosed please find for the Town Board's consideration following the close of the public hearing scheduled for December 23, 2019 a draft Resolution of Adoption for the above referenced Local Law. As previously advised, the Town's base and metered water rates for the Consolidated Water District are increasing as is the sewer district rate for the Crossroads Consolidated, Nob Hill and Roseton Hills remaining the same. The local law codifies the modifications previously presented during the special district budgetary hearing process.

Should you have any questions or concerns in this regard, please feel free to contact me.

MCT/sel
Enc.

cc: Town Clerk Joseph P. Pedi (via e-mail)
Receiver of Taxes Deborah Smith (via e-mail)
Town Engineer James Osborne (via e-mail)
Town Accountant Ronald Clum (via e-mail)

DRAFT

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 December, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF ADOPTION
OF LOCAL LAW NO. ___ OF 2019
AMENDING CHAPTER 104 ENTITLED
'SCHEDULE OF FEES' OF THE
TOWN OF NEWBURGH MUNICIPAL
CODE: WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2020

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

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 25th day of November, 2019 ordering a public hearing to be held on the 23rd day of December, 2019 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on Introductory Local Law No. ___ of the Year 2019 entitled "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Town of Newburgh Municipal Code: Water and Sewer Rates Effective January 1, 2020"; and

WHEREAS, a notice of Public Hearing was duly advertised on the ___st day of December, 2019 in The Mid-Hudson Times and on the ___th day of December, 2019 in The Orange County Post and posted on the Town Clerk's sign board together with a copy of the Local Law on the ___th day of _____, 2019; and

WHEREAS, the Public Hearing was duly held on the ___th day of December, 2019 at 7:00 o'clock p.m., at Town Hall, 1496 Route 300, Newburgh, New York and all parties in attendance were permitted to speak on behalf or in opposition of the proposed Local Law or any part thereof; and

WHEREAS, due to the adoption of intervening local laws or the Town Board's determination not to act upon introductory local laws, upon adoption and filing with the Secretary of State said Local Law will be designated as Local Law No. ___ of 2019; and

WHEREAS, the adoption of said Local Law revising the Schedule of Fees of the Town of Newburgh constitutes a legislative action pertaining to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and accordingly is a Type II Action under the State Environmental Quality Review Act;; and

WHEREAS, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law No. ___ of 2019 entitled "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Town of Newburgh Municipal Code: Water and Sewer Rates Effective January 1, 2020".
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

TOWN OF NEWBURGH

**INTRODUCTORY LOCAL LAW NO. 3 OF THE YEAR 2019
AMENDING CHAPTER 104 ENTITLED
"SCHEDULE OF FEES"
OF THE CODE OF THE TOWN OF NEWBURGH:
WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2020**

BE IT ENACTED by the Town Board of the Town of Newburgh, County of Orange as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Code of the Town of Newburgh Water and Sewer Rates Effective January 1, 2020".

SECTION 2 - AMENDMENTS TO CHAPTER 104

That Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code is amended as follows:

1. Subsection 104-3(B)(2) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(2) Meter rates. Meter rates for the sale of water to all consumers within the Consolidated Water District and Colden Park Water District of the Town of Newburgh and the duly constituted extensions thereto, excluding water sold to the Town of New Windsor, the New York State Thruway Authority or outside-the-district users, shall be as follows:

Usage Per Quarter	Rate
First 7,500 gallons	<u>\$20.00</u> (minimum charge per quarter)
Next 10,000 gallons	<u>\$4.62</u> per 1,000 gallons
Next 82,500 gallons	<u>\$5.32</u> per 1,000 gallons

Over 100,000 gallons

\$6.32 per 1,000 gallons

- (a) A penalty equal to 5% of the original bill shall be added to the metered water charges if not paid in full within 30 days from the due and payable date.
- (b) The Town of New Windsor, the Town of Marlborough, the City of New York and the New York State Thruway Authority and the outside-the-district users will pay rates and charges as per agreements entered into with the town. In the event that water assessments under the benefit formula cannot be made applicable for any reason to any consumer and any agreement between the town and such users does not reflect payment of the same in one form or another, the town reserves the right to surcharge such users as to meter rates so as to provide for equitable payment of all charges between all users, said surcharge to be applicable in the last calendar quarter charge.
- (c) The water rates for the Stewart ANG Base Water District consumer(s) will be established by the Town Board from time to time in accordance with New York State Town Law Section 198. Unpaid water charges in arrears for 30 days or longer shall be subject to such penalty as the Town Board may provide for by resolution subject to the limit established by Town Law Section 198."

2. Subsection 104-3(C)(1) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(1) Sewer operation and maintenance charge.

Sewer District	Rate/Fee (per gallons consumed per premises)
Crossroads Consolidated	<u>\$5.96</u> per 1,000 gallons
Nob Hill	\$.0085/gallon

The following minimum operating and maintenance charge

shall apply to all connected properties, including but not

limited to those without water meters:

\$36.00 per quarter"

SECTION 3 - UNCONSTITUTIONALITY OR ILLEGALITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on the later of the date it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law or January 1, 2020.

8

Phone: 845-561-0550
Fax: 845-561-1235
www.drakeloeb.com

James R. Loeb
Richard J. Drake, *retired*
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Timothy P. McElduff, Jr.
Ralph L. Puglielle, Jr.
Nicholas A. Pascale

Alana R. Bartley
Aaron C. Fitch
Emily R. Worden
Judith A. Waye

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation

November 26, 2019

VIA FEDERAL EXPRESS

Town Board
Town of Newburgh
1496 Route 300
Newburgh, New York 12550

NOV 27 2019

Attn: Gil Piaquadio Supervisor

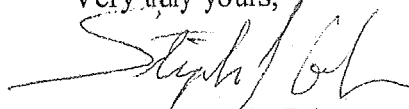
Re: Petition for Zoning Amendment - Building Blocks Child Care Center, Inc.
Our Matter ID: 12473-69731

Dear Supervisor Piaquadio:

This office represents Building Blocks Child Care Center, Inc., the owner of certain real property located at 248 Lakeside Road in the Town of Newburgh. Enclosed please find an original and six (6) copies of our client's petition for a zoning amendment to add the use of "Nursery School For Pre-School Children" as a use permitted in all "B" Zoning Districts in the Town subject to grant of site plan approval.

It is respectfully requested that this matter be placed on the agenda for the next Town Board meeting for a very brief presentation by the petitioner and discussion.
Thank you.

Very truly yours,



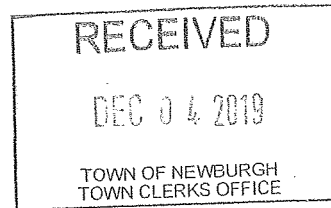
STEPHEN J. GABA

SJG/ev/800991

Enclosures

cc: Client
Mark Taylor, Esq.,

Town of Newburgh
State of New York : County of Orange



-----X
In the matter of the application of

Building Blocks Child Care Center, Inc.,

Petitioner,

**PETITION FOR
ZONING AMENDMENT**

For an amendment to the Zoning Code of the Town
Of Newburgh to add "Nursery School for Pre-School
Children" as a use permitted in all "B" Zoning Districts
subject to grant of site plan approval and a special use
permit.

-----X
**TO THE TOWN BOARD OF THE TOWN OF NEWBURGH, COUNTY OF
ORANGE, STATE OF NEW YORK:**

Petitioner, Building Blocks Child Care Center, Inc., respectfully requests that the Town
Board of the Town of Newburgh enact a local law amending the Town Code, Chapter 185,
"Zoning", Table of Use and Bulk Requirements, B District, to add the use of Nursery School For
Pre-School Children as a use permitted in all "B" Zoning Districts subject to grant of site plan
approval.

(A.) The Petitioner

1. Building Blocks Child Care Center, Inc., ("Petitioner") is a domestic
corporation organized and existing in the State of New York, with an address at 248
Lakeside Road, Newburgh, New York 12550.

2. The Petitioner is the owner of a certain real property located at 248
Lakeside Road, Newburgh, New York 12550 which is identified on the Town Tax Map as
Section 51, Block 10, Lot 11.1 (the "subject" property).

3. The subject property consists of 1.05 acres. It is improved by a main building of approximately 69' x 70' and an approximately 36' x 16' accessory building. These buildings were originally constructed by and used for the Dan Leghorn Engine Company No. 1.

4. The subject property is located within a "Business" ("B") zoning district.

5. In or about 1996, the Dan Leghorn Engine Company No. 1 moved to its new location on Route 52 (i.e., 426 South Plank Road, Newburgh, New York 12550) and put the subject property up for sale

6. In 1997, the Petitioner acquired title to the subject property. A use variance and area variances, as well as site plan approval, was granted to the Petitioner by the Town for establishment of a Nursery School for Pre-School Children on the subject property. Copies of the Petitioner's deed and the Use & Area Variance are attached as Exhibits "A" and "B".

7. The Petitioner then established a Nursery School for Pre-School Children on the subject property in the main building on the property and has operated the same continuously since 1997.

8. The Petitioner used the accessory building on the subject property for storage in connection with the Nursery School use. In 2007, the Petitioner applied for amended site plan approval to use the accessory building as a classroom for students/attendees.

9. The Town Planning Board referred the Petitioner's application to the Town Zoning Board of Appeals ("ZBA") for an interpretation as to whether the use variance previously granted to the Petitioner extended to use of the accessory building for housing student/attendee activities.

10. After the ZBA conducted a public hearing on the application, a "motion" was made as follows:

"I think we discussed every side of that. I don't see it being part of that use variance and I don't think we are allowed to cramp something of that nature where you have two independent buildings on the same lot, even if it is conducting the same business or businesses."

Without discussion the ZBA voted to approve the "motion" to find that the previously granted use variance did not extend to use of the accessory building for housing student/attendee activities. No formal resolution or findings were ever adopted by the ZBA on the Petitioner's application. A copy of the minutes of the ZBA's decision is attached as Exhibit "C".

11. In 2008, the Petitioner applied to the ZBA for a rehearing on the request for an interpretation. On the application, the Petitioner pointed out that, when no conditions or limitations are imposed by the ZBA on a use variance, the use variance extends *to the entire property*. 3 Salkin, *New York Zoning Law & Practice*, §29.02, p. 29-6; 3 Rathkopf, *The Law a Zoning & Planning*, §58:23; *In re Angel Plants, Inc. v. Schoenfeld*, 154 A.D.2d 459, 546 N.Y.S.2d 112 (2nd Dept. 1989); *In re Borer v. Vindeberg*, 213 A.D. 2d 828, 623 N.Y.S.2d 378 (3rd Dept. 1995); *In re Jame v. Town of New Hartford*, 49 A.D. 2D 373, 373 N.Y.S.2d 939 (4th Dept. 1975). That is, since the variance previously granted by ZBA had not imposed any conditions limiting child care to only the main building on the Petitioner's property, the use variance that had previously been granted for the subject property extended to use of the accessory building as a classroom for students/attendees, subject to site plan approval, a matter of law. In short, the ZBA's decision denying the requested interpretation was very clearly in error.

12. The vote of the ZBA on Petitioner's application for a rehearing to correct the ZBA's clearly erroneous prior decision was 6-1 in favor, with the lone vote in opposition to the rehearing being cast by ZBA member who had made the above-quoted motion on interpretation.

However, by law, a unanimous vote of the ZBA was required for grant of a rehearing on the ZBA's prior decision. (See Town Law §267-a(12)). As a result, the ZBA's prior decision stood.

(B.) The Requested Zoning Amendment

13. The Petitioner's business has grown over the years to the point where additional space is required to accommodate the child care needs of residents in the Town of Newburgh.

14. Under the ZBA's prior (and, again, respectfully, erroneous) decision, the Petitioner cannot expand the child care facilities on its property to the existing accessory building without seeking and obtaining a use variance.

15. The legal standard for obtaining a use variance is very stringent. It includes, among others, a showing that a reasonable return cannot be obtained upon the property without a use variance and a showing that the difficulty in complying with applicable zoning is not self-created. It is unlikely that the Petitioner can successfully meet the standard required for grant of a use variance.

16. If the Town Board enacts the requested zoning amendment to include Nursery School for Pre-School Children, then the Petitioner will be able to use of the accessory building for housing student/attende activities.

17. The requested zoning amendment will benefit not only the Petitioner but also all residents of the Town of Newburgh who require quality child care, as it will allow for additional child care locations to be established within the Town.

18. Furthermore, adding "Nursery School For Pre-School Children" to the permitted uses in the "B" District is consistent with the uses currently permitted within the B Zoning District and the Town's Comprehensive Plan.

19. Under the Town Code, the uses permitted in the Town's "B" zoning districts currently consist of:

- one or two-family dwellings,
- membership clubs,
- municipal buildings,
- retail and personal service stores,
- business, professional and research offices,
- eating and drinking places,
- Indoor amusement establishments,
- Motor vehicle service stations, public garages, car washes and rental agencies,
- Convenience stores (with or without gasoline filling stations),
- Hotels and motels,
- Shopping centers,
- Theaters,
- Places of Worship,
- Business parks,
- Public utility structures,
- Affordable housing,
- Senior housing,
- Restaurants,
- Mini-malls, and
- Veterinarian offices.

It is respectfully asserted that the use of Nursery School for Pre-School Children is wholly consistent and compatible with the above-listed uses.

20. The Town's Comprehensive Plan does not appear to speak to the issue of child care facilities. But it does note that "The Town of Newburgh, New York is one of the fastest growing communities in a region experiencing tremendous growth and development"; and a zoning amendment providing opportunities of additional child care facilities would certainly serve that need.

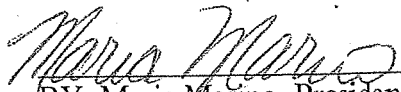
C.). Submittal of Proposed Local Law For Zoning Amendment

21. Annexed hereto as Exhibit "D" is a draft local law by which the proposed zoning amendment may be enacted if the Town Board wishes to do so.

WHEREFORE, the Petitioner respectfully prays that the Town the Board of the
Town of Newburgh enact the proposed zoning amendment.

Dated: Newburgh, New York
November 26, 2019

Building Blocks Child Care Center, Inc.,


BY: Maria Marino, President

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
 THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

DAN LEGHORN FIRE ENGINE COMPANY
 OF ORANGE LAKE, INC.

TO

VINCENT T. MARINO & MARIA MARINO

PART OF:

SECTION 51 BLOCK 10 LOT 11

RECORD AND RETURN TO:
 (Name and Address)

Nicholas DeRosa, Esq.
 One Corwin Court, Suite 104
 Newburgh, New York 12550

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE JT-0-01184

INSTRUMENT TYPE: DEED MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

- | | |
|--------------------------------|-------------------------------|
| ___ 2089 BLOOMING GROVE (TN) | ___ 4289 MONTGOMERY (TN) |
| ___ 2001 WASHINGTONVILLE (VLG) | ___ 4201 MAYBROOK (VLG) |
| ___ 2289 CHESTER (TN) | ___ 4203 MONTGOMERY (VLG) |
| ___ 2201 CHESTER (VLG) | ___ 4205 WALDEN (VLG) |
| ___ 2489 CORNWALL (TN) | ___ 4489 MOUNT HOPE (TN) |
| ___ 2401 CORNWALL (VLG) | ___ 4401 OTISVILLE (VLG) |
| ___ 2600 CRAWFORD (TN) | ___ 4600 NEWBURGH (TN) |
| ___ 2800 DEERPARK (TN) | ___ 4800 NEW WINDSOR (TN) |
| ___ 3089 GOSHEN (TN) | ___ 5089 TUXEDO (TN) |
| ___ 3001 GOSHEN (VLG) | ___ 5001 TUXEDO PARK (VLG) |
| ___ 3003 FLORIDA (VLG) | ___ 5200 WALLKILL (TN) |
| ___ 3005 CHESTER (VLG) | ___ 5489 WARWICK (TN) |
| ___ 3200 GREENVILLE (TN) | ___ 5401 FLORIDA (VLG) |
| ___ 3489 HAMPTONBURGH (TN) | ___ 5403 GREENWOOD LAKE (VLG) |
| ___ 3401 MAYBROOK (VLG) | ___ 5405 WARWICK (VLG) |
| ___ 3689 HIGHLANDS (TN) | ___ 5600 WAWAYANDA (TN) |
| ___ 3601 HIGHLAND FALLS (VLG) | ___ 5889 WOODBURY (TN) |
| ___ 3889 MINISINK (TN) | ___ 5801 HARRIMAN (VLG) |
| ___ 3801 UNIONVILLE (VLG) | |
| ___ 4089 MONROE (TN) | |
| ___ 4001 MONROE (VLG) | |
| ___ 4003 HARRIMAN (VLG) | |
| ___ 4005 KIRYAS JOEL (VLG) | |

NO. PAGES 4 CROSS REF _____
 CERT. COPY _____ AFFT. FILED _____

PAYMENT TYPE: CHECK
 CASH _____
 CHARGE _____
 NO FEE _____

CONSIDERATION \$ 200,000
 TAX EXEMPT _____

MORTGAGE AMT \$ _____
 DATE _____

MORTGAGE TYPE:

- ___ (A) COMMERCIAL
- ___ (B) 1 OR 2 FAMILY
- ___ (C) UNDER \$10,000.
- ___ (E) EXEMPT
- ___ (F) 3 TO 6 UNITS
- ___ (I) NAT.PERSON/CR.UNION
- ___ (J) NAT.PER-CR.UNI/ OR 2
- ___ (K) CONDO

CITIES

- ___ 0900 MIDDLETOWN
- ___ 1100 NEWBURGH
- ___ 1300 PORT JERVIS
- ___ 9999 HOLD

RECEIVED FROM: _____

Joan A. Macchi

JOAN A. MACCHI
 Orange County Clerk

LIBER 46226 273



COUNTY OF
 ORANGE, NEW YORK

Domenic A. DeLeon
 COUNTY CLERK & CLERK OF
 THE SUPREME & COUNTY COURTS

DATED 1/31/08

STATE OF NEW YORK, COUNTY OF ORANGE, SS:
 I, DOMENIC A. DELEON, CLERK OF THE
 SUPREME & COUNTY COURTS, DO HEREBY
 CERTIFY THAT THE FOREGOING
 ORIGINAL INSTRUMENT FILED TO
 THIS DATE IS THE INSTRUMENT
 THEREOF, IN WITNESS WHEREOF,
 I HAVE HEREUNTO SET MY HAND AND
 SEAL OF OFFICE AT ORANGE, NEW YORK,
 THIS 29th DAY OF FEBRUARY, 2008.

LIBER 46226 PAGE 273

ORANGE COUNTY CLERKS OFFICE 43816 MCD
 RECORDED/FILED 08/29/97 11:05:33 AM
 FEES 47.00 EDUCATION FUND 5.00
 SERIAL NUMBER 000725
 DEED CNTL NO 59140 RE TAX 800.00

THIS INDENTURE, made the 12th day of August, 1997

BETWEEN Dan Leghorn Fire Engine Company of Orange Lake, Inc.,
a New York State Not-For-Profit Corporation, with business
offices located at 134 Lakeside Road, Newburgh, New York 12550,

party of the first part, and Vincent T. Marino & Maria Marino, husband & wife,
both presently residing at 61 High View Avenue, Bernardsville,
New Jersey 07924,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN (\$10.00)----- dollars
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs
or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the

SEE SCHEDULE "A" ANNEXED HERETO.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads
abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all
the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises
herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second
part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby
the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first
part will receive the consideration for this conveyance and will hold the right to receive such consideration as a
trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to
the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF: DAN LEGHORN FIRE ENGINE COMPANY OF ORANGE LAKE, INC.

BY: Charles J. Lanz PRESIDENT
CHARLES LANZER, JR. President

STATE OF NEW YORK, COUNTY OF

ss:

On the _____ day of _____ 19____, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that _____ executed the same.

STATE OF NEW YORK, COUNTY OF

ss:

On the _____ day of _____ 19____, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that _____ executed the same.

STATE OF NEW YORK, COUNTY OF ORANGE

ss:

On the 12th day of August 1997, before me personally came Charles Lanzer, Jr.

to me known, who, being by me duly sworn, did depose and say that he resides at Mary Phyllis Lane, Newburgh, New York that he is the President

of Dan Leghorn Fire Engine Company of Orange Lake, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[Handwritten signature]

GARY A. GALATI
Notary Public, State of New York
Certified in Orange County
Commission Expires Oct. 31, 1997

STATE OF NEW YORK, COUNTY OF

ss:

On the _____ day of _____ 19____, before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at _____

_____ that he knows _____ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw _____

execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

BARGAIN AND SALE DEED

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. JTO-0186 Abstract

DAN LEGHORN FIRE ENGINE COMPANY OF ORANGE LAKE, INC

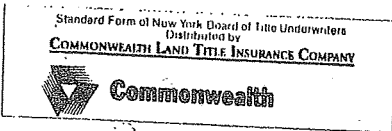
TO
VINCENT T. MARINO & MARIA MARINO

SECTION
BLOCK
LOT
COUNTY OR TOWN
STREET ADDRESS

Recorded at Request of
**COMMONWEALTH LAND
TITLE INSURANCE COMPANY**

RETURN BY MAIL TO

Nicholas DeRosa, Esq.
One Corwin Court, Suite 104
Newburgh, New York 12550



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

46226 275

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange, State of New York and being designated as lot number 1 on a filed map entitled "2 Lot Subdivision for Dan Leghorn Fire Engine Co. of Orange Lake, N.Y." filed in the Orange County Clerk's Office on December 18, 1996 as map #273-96 and more accurately bounded and described as follows:

BEGINNING at a railroad spike found at the intersection of the northerly line of New York State Route #52 with the southeasterly line of Lakeside Road; thence from the said point or place of beginning and following along the southeasterly line of Lakeside Road the following (4) courses and distances: 1) North 35-08-20 East 100.00 feet to a railroad spike found, 2) North 43-14-13 East 67.24 feet to a point, 3) North 54-59-20 East 92.01 feet to a point, 4) passing over a 20 foot wide sewer easement, North 46-16-13 East 48.97 feet to an iron pin; thence along the line of lands of Dan Leghorn Fire Engine Co. of Orange Lake, Inc., South 64 degrees 13 minutes 00 seconds East a distance of 125.00 feet to a point in the division line between lot #1 and lot #2, thence along the division line between lot #1 and lot #2, South 33 degrees 15 minutes 00 seconds West a distance of 268.25 feet to an iron pin in the northerly line of New York State Route #52; thence along the northerly line of Route #52, North 71 degrees 10 minutes 40 seconds West a distance of 190.00 feet to the point or place of beginning and containing 1.05 acres of land, more or less.

TOGETHER with, and subject to, that certain sewer line easement given by the Dan Leghorn Fire Engine Company of Orange Lake, Inc. to the Town of Newburgh by Easement Agreement dated May 23, 1995, and thereafter duly recorded in the Orange County Clerk's Office in Liber 4227 at page 235, which easement is approximately twenty feet in width, crosses and runs along the northerly side of the lot being conveyed herein, and runs with the land.

Further, Grantor hereby reserves for itself, its successors and assigns, and this conveyance is made and given subject to, a certain easement and right-of-way, running across and through the northerly side of the lot being conveyed herein, from the lands of the Grantor adjoining on the east to and from Lakeside Road, for purposes of a water line and utility easement and ingress and egress to and from said Lakeside Road to grantor's remaining lot and firehouse and improvements on the east. The said easement shall be thirty feet in width and the centerline of said easement shall be the centerline of the above sewer line easement recorded in Liber 4227 at page 235. The Grantor agrees to hold the Grantee/Purchaser harmless from any claims by the Town of

Document is a part of the City of Water and Sewer...
...of the... of the... of the...
...with the Town of...
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is also included to be part of the same...
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This conveyance herein is not a transfer of all...
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1996

**TOWN OF NEWBURGH:
ZONING BOARD OF APPEALS**

-----X
In the matter of the application of:

BUILDING BLOCKS CHILD CARE CENTER, INC.

for variances to Code §§185-10 and
185-11, Table of Use and Bulk
Requirements, B District, Schedule 7,
(D).

**FINDINGS OF FACT
AND
DECISION**

Tax Map #51-10-11
B.I. #1049-96

-----X

The property which is the subject of this application is located at 134 Lakeside Road, Newburgh, New York and is designated on the tax map as Section 51, Block 10, Lot 11. It is located in the "B" District.

The applicant seeks to use the "Dan Leghorn Fire Engine Company" building as a site for operation of a child day care center. The applicant's plan requires variances to Code §§185-10 and 185-11, Table of Use and Bulk Requirements, B District, Schedule 7, (D). Nursery schools for pre-school children are not a permitted use in the "B" District. The proposed conversion of the subject property also fails to meet the requirements for lot area, front and side yard setback, and lot surface coverage.

A public hearing on the application was scheduled for October 24, 1996 at the Town Hall, 20-26 Union Avenue, Newburgh, New York. Notice of said public hearing, including the subject, date, place and time, was duly published and mailed. Proper affidavits of publication and mailing have been received from the applicant.

The public hearing was held on October 24, 1996. The applicant, BUILDING BLOCKS CHILD CARE CENTER, INC., appeared by counsel, Todd Kelson, Esq., and by its president, Maria Marino. Testimony, exhibits and other proof were submitted to the Board.

The testimony and exhibits at the Public Hearing established that the subject property is improved by an antiquated fire house which is not sufficient for or capable of use as a modern fire house. The property owner, Dan Leghorn Fire Engine Company, has attempted to market the property for several years without receiving any offers. It seems that the location of the property (it is at the corner of Lakeside Road and Route 52) coupled with the size and shape of the lot and the existing fire house, make the property highly undesirable for uses permitted in the District.

The applicant operates one of the few child day care centers in the Newburgh area which accepts infants. The property upon which the applicant's business is presently located has been sold and the new owners will not renew her lease. Unless suitable new quarters are located, the applicant will be put out of the business. The applicant has entered a contract to purchase the subject property and proposes to modify the existing building and property for use as a child day care center.

The Board, as lead agency in an uncoordinated review, has unanimously determined that the proposed action is an unlisted action under SEQRA and a negative declaration has been made.

The Board determines that this is an application for both a use variance and area variances. The criteria which the Board must consider in determining whether or not to grant the variances is set forth in Town Law Section 267-b.

The Board has considered the following factors and has made the findings set forth below:

(A). USE VARIANCE

I. WHETHER THE APPLICANT CANNOT REALIZE A REASONABLE RETURN FROM THE PROPERTY IN QUESTION UNDER APPLICABLE ZONING REGULATIONS?

The fire house on the subject property is a proverbial "white elephant". The Board is satisfied that none of the permitted uses in the "B" District (i.e., single family homes, retail stores, eating and drinking establishments, etc.) can be operated out of the fire house on the property. At the same time, the expense involved in tearing down the existing building and attempting to erect a new structure on the site is cost prohibitive. Clearly, the only manner in which to obtain a reasonable return on the subject property is to find a use, such as that proposed by the applicant, to which the fire house can be converted with as little modification as possible.

II. WHETHER THE ALLEGED HARDSHIP IS UNIQUE, AND DOES NOT APPLY TO A SUBSTANTIAL PORTION OF THE DISTRICT OR NEIGHBORHOOD?

The hardship involved in this case is a function of the existence an antiquated fire house on the subject property as well as the location, size and shape of the lot. It is clearly unique.

III. WHETHER THE REQUESTED USE VARIANCE, IF GRANTED, WILL ALTER THE ESSENTIAL CHARACTER OF THE NEIGHBORHOOD?

Importantly, the subject property is located in close proximity to the R-3 District in which nursery schools for pre-school children are permitted uses. Considering its proximity to the R-3 District and the fact that a vacant fire house is not particularly beneficial to the neighborhood, the Board finds that grant of the proposed variance will not have any detrimental effect upon the character of the neighborhood.

IV. WHETHER THE ALLEGED HARDSHIP HAS BEEN SELF-CREATED?

The inability to use the subject property for a fire house is a result of improvements and changes in the size and nature of fire fighting equipment, techniques and vehicles. As noted above, the inability to use the property for other permitted uses in the B District is a function of the prior use, location, size and shape of the lot. On the unique facts of this case, the Board finds that the hardship has not been self-created.

(B). AREA VARIANCES.

The applicant's proposed use of the subject property for a child day care center does not comply with the bulk requirements of the Code in several respects. Particularly, the following variances are proposed by the applicant:

	<u>Proposed</u>	<u>B Dist.</u>	<u>R-3 Dist.</u>
Lot Area:	1.05 acres	2 acres	2 acres
Front Yard:	39 feet	50 feet	50 feet
Side Yard:	15 feet	50 feet	50 feet
Lot Surface Coverage:	43%	50%	40%

The variances required depend, in part, on whether the bulk requirements for the B District or the R-3 District are deemed applicable to the proposed new use.¹

I. WHETHER AN UNDESIRABLE CHANGE WILL BE PRODUCED IN THE CHARACTER OF THE NEIGHBORHOOD OR A DETRIMENT TO NEARBY PROPERTIES WILL BE CREATED BY GRANTING OF THE VARIANCE?

As noted above, establishment of a nursery school on the subject property will not have any detrimental effect on the neighborhood. The Board has carefully reviewed the applicant's concept plan and finds that the proposed area variances will have no substantial impact on operation of the nursery school or its impact on the neighborhood.

¹This Board feels that the determination as to which Bulk requirements are applicable should be made by the Planning Board in the course of site-plan review. The ZBA will treat the application as a request for variances from the R-3 bulk requirements since these are more restrictive than the B requirements.

II. WHETHER THE BENEFIT SOUGHT BY THE APPLICANT CAN BE ACHIEVED BY SOME METHOD FEASIBLE FOR THE APPLICANT TO PURSUE, OTHER THAN AN AREA VARIANCE?

The subject property cannot be put to the proposed new use unless the area variances requested are granted.

III. WHETHER THE REQUESTED AREA VARIANCE IS SUBSTANTIAL?

The variances sought are substantial. However, on the facts of this case the Board finds that this factor alone does not require denial of the variances sought.

IV. WHETHER THE PROPOSED VARIANCE WILL HAVE AN ADVERSE EFFECT OR IMPACT ON THE PHYSICAL OR ENVIRONMENTAL CONDITIONS IN THE NEIGHBORHOOD?

As noted above, the requested variances will not have any substantial effect on the neighborhood or the physical or environmental conditions within it.

V. WHETHER THE ALLEGED DIFFICULTY WAS SELF-CREATED?

The difficulty experienced by the applicant was not self-created. The Board notes that even if the difficulty could be considered self-created, it would decline to give significant emphasis to this consideration on the facts of this case.

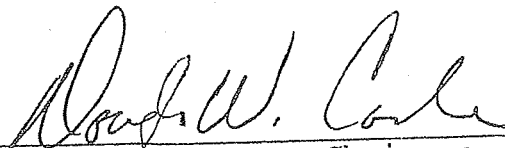
DECISION

The Board determines that the applicant has met the requisites of Town Law Section 267-b. It is hereby resolved that a variance under Code §185-10, Table of Use and Bulk Requirements, B District, Schedule 7, (D) to permit establishment of a child day care center on the subject property is granted as well as variances to Code §185-11, Table of Use and Bulk Requirements, B District, Schedule 7, (D) to permit the proposed construction/modifications shown on the applicants "concept plan" dated October 10, 1996 resulting in a lot area of 1.05 acres, a front yard of 39 feet, a side yard of 15 feet and a lot surface coverage of 43%. The Board finds that such variances are the minimum variances necessary and adequate for the applicant.

Present and Voting on this decision:

Douglas W. Carle,	Aye
Paul Blanchard,	Aye
Grace Cardone,	Aye
Ruth Eaton,	Aye
Michael Maher,	Aye
Frank Galli	Aye
John McKelvey	Aye

Dated: November 21, 1996
Newburgh, New York



 DOUGLAS W. CARLE, Chairman
 Town of Newburgh, Zoning
 Board of Appeals

Dec Filed in the Town Clerk's Office this 16 day of
Dec, 1996.

Olisa Williams
Town Clerk

ZBA MEETING- FEBRUARY 22, 2007

VINCENT & MARIA MARINO

430 S. PLANK RD., NBGH
(51-10-11.1) B Zone

Applicant is seeking interpretation of 1996 decision and/or use variance to allow a conversion for an existing storage building into an additional classroom on the site.

The portion in 'Blue' or (Italic) *Dina had somehow taped over or blanked out (no audio) on the tape ...recorded over it after typing it up.*

The 'Red' or (Bold Underlined portions are corrections), after listening to the tape again, made by me.

Chairperson Cardone: Our next applicant is Vincent & Maria Marino, 430 S. Plank Road, Newburgh, (51-10-11.1) B Zone

The applicant is looking for interpretation of 1996 Decision &/or Use Variance: Use Variance – to allow conversion of an existing storage building into an additional classroom on the site.

Todd Kelson: The property is located on the corner of Lakeside Road and Route 52. They are here today primarily for an interpretation of the existing variance granted to the applicants in November 1996. They had purchased the property from Dan Leghorn Fire Department and obtained a use variance for the purposes of constructing a child care center. The childcare center was constructed and a certificate of occupancy was issued in January 1999. On the site plan presented to this Board in 1996, a note indicated an existing structure (the firehouse), which was converted to the childcare facility and an additional small structure. The note said that the existing structure will remain, which was a garage. The applicant now has a waiting list to her facility and desires to install additional classroom space in that building (garage). The building has been refurbished. Water and sewer has been added to the building, there's a lavatory in the building and the garage door has been removed. And the building properly landscaped and finished. An application was made to the Planning Board for an amendment to the site plan to permit that building to be used (more blank tape). The Planning Board and its attorneys took the position that it was unclear whether the 1996 variance included all of the property. I think it being the insinuation that somehow the variance did not apply to that garage and that garage continued to be subject to a B zone Zoning. It's the applicant's contention and we hope the Board's position as well, that the variance in 1996 by it's plain language included all of the improvements on the property and that that garage would continue to be used but the garage would be used as an accessory use, to the use for which a variance was granted in 1996. That is to say, a garage to be used as an accessory to the day care and we're asking for an interpretation to confirm that the entire property is the subject of that variance and that no further variances are required. If on the other hand, the Board takes a contrary position, we are here in the alternative to urge that it is appropriate to grant additional use variance for that property, we believe and the application is there before you, that the applicant meets all of the requirements for

a use variance. We understand that those requirements are substantial but in this case its quite novel. She cannot, in fact, based upon the use of the property as a daycare center; it is our contention that the applicant can derive absolutely no economic use from that building except as an adjunct to the existing day care center. The license issued for a daycare center by the Department of Social Services of the State of New York is subject to requirements. Those regulations include a requirement that any buildings or any areas adjacent to where children are used and I'll quote "must not be used for any other business or social purpose when children are present such that the intention of staff is diverted from the care of the children. When a child daycare center is located in a multi use building, those portions of the premises designated for the care of children must be used exclusively for child daycare during the hours the children are present". And, there is a citation in the application. It's our contention that there's no way that the property, there is no way that we could rent it to someone part time. You cannot rent a building to somebody and say "Oh, by the way you cannot use it between the hours of 6 and 7 each day, you cannot have access to it". It would be quite impossible. As to the other criteria, I think that they're fairly self-evident the hardship is unique; it doesn't apply to any other portion of the property. This is a small building that's surrounded by an area already approved for a variance. The variance would not alter the essential character of the neighborhood. The neighborhood, this property, this daycare is completely integrated and it is an integral part of this neighborhood. The hardship is not self-created. We don't believe that there is any need for a variance at all but if you take that position the hardship is based upon the New York State Regulations, under which the applicant acts. I invite the Board have answered any questions they may have regarding the application.

Chairperson Cardone: I have a couple of questions. The garage that we're speaking about that's the same one that was on the property at the time of the variance was granted?

Mr. Kelson: That's correct.

Chairperson Cardone: Do we have any comments from the Board or any thoughts about the interpretation first?

Mr. Hughes: I have some things. The way the use was granted to begin with it seemed like it wasn't all the way together to begin with and I believe that the intent of the narrative that accompanied the use variance restrictions limited them from going into that building. And, that's the way I read it. I don't know, maybe there is something there that you could point out to me to clarify that in a different way. However, there are some other things that go on here as well. The way I read it here from the State Law, is that the applicant has to show each and every use that's allowed in that B District could not be applied to this property and not what was just explained. I have some Case Law to refer to. In the B District there's lots of permitted uses, single-family dwellings and depending on whether they have water and sewer or not two family dwellings, municipal buildings, and so on, funeral homes. So, I don't know that it's unique in its own right, as Mr. Kelson has described, I wanted to clarify those.

Chairperson Cardone: I have a little problem with the fact that this is an accessory structure; you're talking about renting it out for a business? That's a whole different use to begin with.

Mr. Hughes: Yes. No, I meant the entire property.

Chairperson Cardone: No, what I am saying, what they are proposing and the reason for saying that there's no monetary gain from it because they couldn't rent it out? That doesn't even sound right to me. It was a garage, it was used as a garage, it's an accessory structure.

Mr. Hughes: I don't know whether we should segment this or not and as far as the interpretation.

Chairperson Cardone: The interpretation, I see it was the concept plan that was dated October 10, 1996 and in that concept plan it was a storage garage.

Mr. Hughes: Right. No classrooms.

Chairperson Cardone: It didn't have plumbing and I'm not sure about the electricity, I don't think it had electricity.

Mr. Hughes: So, the narrative here and the description that has included tonight that there are facilities in there now of water and electric and so forth, but it also says that there'll be no more employees. I don't know, something doesn't seem to add up here but are you shifting people from the main building to the garage now?

Mr. Kelson: Yes, that's correct. What we want to have more space for the children, O.K., so there should not be more employees. Is that correct, Ms. Marino? Yes, my client is here and she's indicated that.

Mr. Hughes: Was any of this work in this garage permitted or was it just done?

Ms. Marino: It's all permitted, I have the variance here.

Mr. Hughes: Because it is confusing here, in the '96 use variance that was granted, it doesn't indicate to me that that was part of it and that it indicated that that was not to be used.

Mr. Kelson: I don't, I'm sorry but I'm curious as to where you see that. I'm looking at the decision and I don't see that. I mean I am certainly interested in what the Board Members ah ...

Mr. Hughes: You were the attorney of record on this?

Mr. Kelson: Yes, I was, Sir.

Mr. Hughes: You should be very familiar with it.

Mr. Kelson: Yes I know, I am very familiar, that's why I'm saying I'm not sure what you're eluding to cause I'm looking at the decision and I ...

Chairperson Cardone: I agree with Mr. Hughes I think he's referring to under the decision, last page, to permit the proposed construction shown on the applicant's concept plan. And, on the concept plan it did not indicate that the storage building would have plumbing or that it would be used for anything other than storage.

Mr. Kelson: That's correct and it was not and we did not use it for anything.

Chairperson Cardone: So, that would be my personal interpretation is that it would be used for storage.

Mr. McKelvey: For storage.

Mr. Kelson: But that, O.K., that's fine but that storage would be as an accessory use to the primary use. It could not be, it would be, I'm reading the decision that the variance to permit establishment of a child day care center on the property is granted. O.K. So, the entire, the use applies to the entire property. Now, I certainly agree that a change of use, a change of the, I guess we have to be careful how we use the word use here, O.K., the way that the property is used, the purpose for which is used clearly is the subject of the Planning Board's purview and they could not, they would have to, if they want to change it from a garage to some other accessory use or an integral use that it would be subject to Site Plan approval. But, the entire property is the subject of the original variance. We can use that as a, guess maybe I'll give an example, maybe it'll make more sense, we can use that garage and I invite the Board to tell me the contrary, we can use that garage as a garage incidental to our use of the property as a day care center. If we wanted to store day care center goods or desks or what have you, all of those things are incidental to the use as a day care center and that's how it's been used. So, I think that you would argue that the use, I would argue that the use of the entire property is as a day care center and that's an accessory use to that use, O.K. Now, do we use it, now that's what I'm saying that's why we have trouble with the way we use the word use here, do we use it as a classroom in the day care center? No of course not, that was not part of the original plan that was approved by the Planning Board. It was not part of the original concept plan that was presented to the ZBA at that time. O.K. but you couldn't, I'm not sure how we could argue that a building, a small building on a piece of property was not the subject of the 1996 variance. The entire, and as I said I am reading the plain language of it. The entire property, all of the property is to be used as part of the day care center. That would include the parking that would include the playground that would include all of the property.

Chairperson Cardone: And, it specifically says as proposed ... the uses as proposed.

Mr. Kelson: Right, so we're using, so at the time we were using as a garage. O.K.

Mr. McKelvey: And, that's what the variance was granted back then.

Mr. Kelson: O.K.

Mr. McKelvey: To use it as a garage...

Mr. Kelson: Yeah, well...

Mr. McKelvey: ...not as a classroom.

Mr. Kelson: Which is why, of course, we are here again and that's why we also present in the alternative the application for an additional use variance. Now, Mr. Hughes says that there are other uses for which the property can be put and what I've indicated and then the application appears, and I invite the Board to review the reg's, consistent with the use for which the overwhelming majority of the property has already granted, there are no other uses.

Mr. Hughes: That was not my inference.

Mr. Kelson: O.K., no, then I apologize.

Mr. Hughes: If I may tell you, I am trying to steer you.

Mr. Kelson: That's all right.

Mr. Hughes: I am citing the State Law on what you're supposed to prove to us, not what I'm supposed to prove to you.

Mr. Kelson: Well, no, no, you, you, as a Board Member has indicated that there are other uses that can be used and what we are, our statement is and our application is that because of the limitations placed on the property as a whole consists by the applicants' Department of Social Services license, there are no other uses that that garage can be used for. They cannot rent that garage for any of the uses for any of the uses itemized in the list that Mr. Hughes referred to because if they do so the Department of Social Services would look with that with disfavor with respect to the applicant's license. So, if you say, if the Board says no, she cannot, we don't grant the use variance for the garage and say O.K., she has to continue to use it, she cannot use it for any other purpose that's permitted in the B Zone. She cannot rent it, she cannot use it for a funeral, she cannot use it for any of those uses because the SS will not permit it to be used, cannot be permit it to be rented to anybody else for any other purpose. No one else can use it. She can't make any other use out of it.

Mr. Hughes: If I may? Maybe this will help you to go where you need to go with this. What you're supposed to do is show us that there is no other way that you can do this to

begin with and there's certainly enough property on that place that the main building could be added onto with less difficulty than what you're trying to propose here. But, let me get back, the permitted use may not be the most profitable use is immaterial so whatever else goes on, what must be established is that return from the property would not be reasonable for each and every use permitted under the Ordinance. So, I think you have your concept backwards about what you're ...

Mr. Kelson: Well, I would respectfully disagree, what I'm suggesting that the return would be zero because it cannot be used for any other use. It cannot be used for any other use...

Mr. Hughes: Well I understand that.

Mr. Kelson: ...so long as the balance of the property is used as a day care center. If the entire property as a whole were to be used for some other use then I would agree with you completely.

Mr. Hughes: I got your point the first two times through. I am not fighting, I'm discussing here.

Mr. Kelson: Sure.

Mr. Hughes: I want you to understand from the discussion what the State Law requires you to do.

Mr. Kelson: I understand. Thank you.

Ms. Eaton: Does the Department of Social Services know you want to use this detached building?

Mr. Kelson: Yes, they do.

Ms. Eaton: What objections do they have?

Mr. Hughes: Is the building sprinklered?

Mr. Kelson: The building is not required to be sprinklered.

Mr. Hughes: Are you on Town water?

Mr. Kelson: Yes.

Mr. Hughes: Do you have Town sewer?

Mr. Kelson: Yes.

Mr. Hughes: I'm not really satisfied with all the answers here for the criteria set forth by the State and I would not want to vary too much from that. I have other comments, but we will wait to the proper time.

Chairperson Cardone: Do we have any other questions from the Board?

Ms. Eaton: If you use this as a classroom the children will just stay in that building for the day, they would not go back and forth between the main building and there?

Ms. Marino: They would stay there.

Ms. Drake: You had mentioned that you have a waiting list, so does that mean that you will be bringing in more children then?

Ms. Marino: About 10 more.

Ms. Drake: And, you don't need to increase your staff to ...

Ms. Marino: (inaudible)

Chairperson Cardone: Mr. Canfield.

Mr. Canfield: Jerry Canfield, Town of Newburgh Code Compliance Supervisor, just to make a couple of comments on Mr. Kelson's reference to hopefully clear up some of the matter or help the Board along ... our Department became involved with the structure in 2006 at which time a Building Permit was taken out by the owners to renovate this structure in question and the permit was for storage and office space. O.K. Upon a final inspection, in July of 2006 Fire Inspectors Ken Canfield and Tom Dubetsky of the Code Compliance Department learned that the structure was being utilized as classroom space. At that point in time, an Order to Remedy was issued and also the C of O (Certificate of Occupancy) for the building has been revoked. Just to give the Board a little update on that. Additionally, some of the things cited in the Order to Remedy was the change of use of what the Permit was intended for. The applicant was advised via a letter, on July 14th, to report to or obtain a Town of Newburgh Planning Board approval for the change of use, possibly a Zoning Board approval, submit sprinkler application fee, hydraulic calculations, manufacturer cut sheets, device utilized in the Town of Newburgh Municipal Code 107-21 entitled Sprinklers Required. So, contrary to the fact that whether sprinklers are required, the answer is yes, they are required, also a manual alarm system. And, in addition also to clear up this existing enforcement action that we have pending.

Chairperson Cardone: Thank you, Mr. Canfield. Any other questions or comments from the Board? Any questions or comments from the public? If so, please state your name and address. O.K. On the report from the Orange County Department of Planning, their comment was that the proposed action will

not have any major impact upon State or County facilities nor does it have any inter municipal concerns. If there are no other comments, I declare this part of the hearing closed.

Mr. Kelson: Thank you.

Chairperson Cardone: Thank you.

ZBA MEETING- FEBRUARY 22, 2007

END OF MEETING

VINCENT & MARIA MARINO

430 S. PLANK RD, NBGH.
(51-10-11.1)B Zone

Chairperson Cardone: On the application of Vincent T. and Maria Marino, Building Blocks Daycare Center. First we'll address the interpretation, seeking an interpretation of the 1996 decision. Do I have discussion on that?

Mr. Hughes: I think we discussed every side of that. I don't see it being part of that use variance and I don't think we are allowed to cramp something of that nature where you have two independent buildings on the same lot, even if it is conducting the same business or businesses.

Chairperson Cardone: Do I have a motion to that effect.

Mr. Hughes: I will move.

Mr. Mc Kelvey: Second.

Chairperson Cardone: All those in favor please say Aye.

Aye all.

Chairperson Cardone: Opposed?

No response

Chairperson Cardone: Motion is carried. And now on the same application for a use variance to allow a conversion of an existing storage building into an additional classroom on the site. This is an Unlisted Action under SEQRA. Do I have a motion for a negative declaration?

Mr. Mc Kelvey: So moved.

Mr. Hughes: Second.

Chairperson Cardone: All those in favor please say Aye.

Aye All

Chairperson Cardone: Opposed?

No response.

Chairperson Cardone: The motion is carried. Do we have discussion on this application?

Mr. Hughes: I think we are wrung out of every aspect of what was to be expected on this project. I have nothing further.

Chairperson Cardone: I think we have to look at whether or not we have met the criteria necessary, the first one being that they cannot realize a reasonable return as shown by confident financial evidence.

Mr. Hughes: I agree.

Chairperson Cardone: You are saying that that has not been met.

Mr. Hughes. That has not been met.

Chairperson Cardone: And the alleged hardship is unique and does not apply to substantial portions of the district or neighborhood.

Mr. Hughes: Well it wasn't like; it was a secret with the property involved when they entered into agreement to buy it and such. It's the applicants' responsibility to know what business can be conducted in those Zones. So I believe the hardship was self-created.

Chairperson Cardone: Which was the fourth one that has not been self-created and it would not alter the essential character of the neighborhood. I would say that it would not alter the essential character of the neighborhood, however we must meet all four criteria. Do I have a motion for approval on this application?

No response.

Chairperson Cardone: Do I have a motion for disapproval?

Mr. Hughes: So Moved.

Chairperson Cardone: Do I have a second.

Mr. Mc Kelvey: Second.

Chairperson Cardone: All those in favor of disapproval, please say Aye.

Aye All.

Chairperson Cardone: Opposed?

No response.

Chairperson Cardone: Motion for disapproval is carried.

PRESENT ARE:

GRACE CARDONE
JOHN MC KELVEY
BRENDA DRAKE
RUTH EATON
RONALD HUGHES

ABSENT ARE:

ROBERT KUNKEL
JAMES MANLEY

**LOCAL LAW NO. __ OF THE YEAR 2020
A LOCAL LAW AMENDING
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH TO
INCLUDE THE USE OF "NURSERY SCHOOL
FOR PRE-SCHOOL CHILDREN" AS A PERMITTED USE
IN "B" ZONING DISTRICTS**

BE IT ENACTED by the Town Board of the Town of Newburgh as follows:

Section 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh to include the use of "Nursery School For Pre-School Children" as a permitted use in 'B' Zoning Districts".

Section 2 - INTENT

The intent of this local law is to implement changes in the Town of Newburgh Zoning Code by amending the Use & Bulk Tables to add the use of "Nursery School for Pre-School Children" as a permitted use in "B" Zoning Districts" and including appropriate bulk requirements for such use in "B" Zoning Districts".

SECTION 3 - AMENDMENT TO CHAPTER 185

A. Table of Use & Bulk Requirements, B District, Schedule 7, is hereby amended to add under column "D", "Uses Subject To Site Plan Review By The Planning Board", as a new item number "18", the use of "Nursery School for Pre-School Children"

B. Table of Use & Bulk Requirements, B District, Schedule 7, is hereby amended to add under column "D", for the new item number "18", "Nursery School for Pre-School Children", the following bulk requirements:

Lot Area	-	2 acres
Lot Width (feet)	-	150
Lot Depth (feet)	-	150
Front Yard (feet)	-	50
Rear Yard (feet)	-	50
Front Yard (feet)	-	50

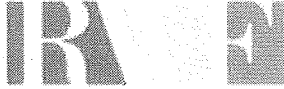
1 Side Yard (feet)	-	50
Bothe Side Yards (feet)	-	50
Habitable Floor Area Per Dwelling Unit	-	NA
Dwelling Units Per Acre	-	NA
Lot Building Coverage (Percent)	-	20%
Building Height (feet)	-	35
Lot Surface Coverage (Percent)	-	40%

SECTION 4 - VALIDITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by an court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 5 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.



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

MEMORANDUM

P: 845.362.9100
F: 845.362.9124

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

ATTORNEYS

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Amber L. Camio

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS
FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN
RE: RESOLUTION OF SUPPORT FOR THE APPLICATION OF
DANSKAMMER ENERGY LLC TO THE ORANGE COUNTY
INDUSTRIAL DEVELOPMENT AGENCY TO AMEND AND
EXTEND THE EXISTING PILOT AGREEMENT
OUR FILE NO. 800.1 (B)(.____)(2019)
DATE: December 19, 2019

In accordance with Supervisor Piaquadio's request, enclosed for the Town Board's consideration please find the following draft resolution in connection with the above referenced matter:

RESOLUTION OF TOWN BOARD IN SUPPORT OF THE APPLICATION OF DANSKAMMER ENERGY LLC TO THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO AMEND AND EXTEND THE TERM OF THE EXISTING TAX "PILOT" AGREEMENT FOR THE DANSKAMMER POWER GENERATING STATION (S.B.L 8-1-78.2-1 AND S.B.L. 8-1-80)

A copy of the current agreement is also enclosed.

Should you have any questions or concerns in this regard, please feel free to contact me.

cc: Town Clerk Joseph P. Padi
Town Assessor Lori Coady (via e-mail)
Town Accountant Ronald Clum (via e-mail)
Receiver of Taxes Deborah Smith (via e-mail)
Town Engineer James Osborne (via e-mail)
David Murply, Esq. (via e-mail)

DRAFT

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 December, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

James M. Manley, Councilman

RESOLUTION OF TOWN BOARD
IN SUPPORT OF THE
APPLICATION OF DANSKAMMER
ENERGY LLC TO THE ORANGE
COUNTY INDUSTRIAL DEVELOPMENT
AGENCY TO AMEND AND EXTEND
THE TERM OF THE EXISTING
TAX "PILOT" AGREEMENT FOR THE
DANKSAMMER POWER GENERATING
STATION (S.B.L. 8-1-78.2-1 AND S.B.L. 8-
1-80)

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

WHEREAS, the Town Board of the Town of Newburgh heretofore by resolutions adopted on August 4, 2014 and October 6, 2014, authorized letters of support to be delivered to the Orange County Industrial Development Agency (the "OCIDA") for the application of Danskammer Energy LLC ("Danskammer") to the OCIDA, so that, among other things, a deviation payment in lieu of tax ("PILOT") agreement dated December 1, 2014 in connection with improvement and repair of the Danskammer Power Generating Station (the "Existing PILOT") could be approved and executed by the OCIDA and Danskammer; and

WHEREAS, the Town Board is advised that Danskammer has applied to the OCIDA to amend and extend the Existing PILOT for a period of four years (the "Extended PILOT") and that if said application is approved, a new Extended PILOT Agreement will replace and nullify the Existing PILOT; and

WHEREAS, the Town Board has been informed that the proposed Extended PILOT will provide for annual increases in payments for the benefit of the County of Orange, Town of Newburgh and Marlboro School District (the "affected taxing jurisdictions") at the same rate as provided in the Existing PILOT; and

WHEREAS, Danskammer has also informed the Town Board that it is willing to withdraw its claim for reimbursement under the Existing PILOT based upon a disagreement over the calculation of credits due to Danskammer, if the Extended PILOT is completed with the OCIDA; and

WHEREAS, the Extended PILOT will not apply to the redevelopment of the Danskammer

Power Generating Station proposed in the pending application of Danskammer under Article 10 of the Public Service Law without further amendment or replacement; and

WHEREAS, the Town Board has reviewed and considered the matter and finds that support for Danskammer's application for an Extended PILOT to the OCIDA is in the best interests of the Town of Newburgh so long as the payments made under the Extended PILOT on behalf of the affected taxing jurisdictions are not reduced and any credits due to Danskammer, based upon its payment of special district charges, are limited to Fire District(s) charges.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh hereby supports the approval by the OCIDA of the application by Danskammer for the proposed extension, amendment and clarification of the Existing PILOT between the OCIDA and Danskammer; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes and directs that a copy of this resolution certified by the Town Clerk be forwarded to the OCIDA and also authorizes the Supervisor to send further letters of support consistent with this resolution; and

BE IT FURTHER RESOLVED that this resolution 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:

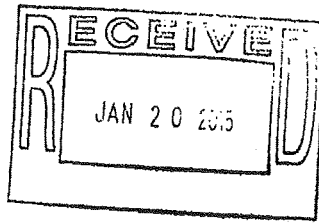
<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaguadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

I, Joseph P. Pedi, the duly qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on the _____ day of December, 2019 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Joseph P. Pedi, Town Clerk
Town of Newburgh

January 13, 2015



HARRIS BEACH PLLC
ATTORNEYS AT LAW

99 GARNSEY ROAD
PITTSFORD, NY 14534
(585) 419-8800

RUSSELL E. GAENZLE

DIRECT: (585) 419-8718
FAX: (585) 419-8816
RGAENZLE@HARRISBEACH.COM

TO ALL ON THE ATTACHED DISTRIBUTION LIST:

Re: Orange County Industrial Development Agency ("OCIDA")
Danskammer Energy, LLC Project
West Hudson River Road and Old Post Road in the Town of Newburgh,
Orange County, New York
(Tax Map Nos.: 8-1-78.2-1 and 8-1-80, respectively)

Gentlemen:

Enclosed herewith please find a copy of the Tax Agreement and the Application for Real Property Tax Exemption with respect to the above-captioned matter.

Very truly yours,

Russ Gaenzle

Russell E. Gaenzle

REG/lap
Enclosures

cc: James R. Petro, Jr., OCIDA
Larry She
Danskammer Legal Dept.
Brian G. Flanagan, Esq.

DISTRIBUTION LIST

Honorable Steven M. Neuhaus
Orange County Executive
40 Matthews Street
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 0214

Mr. Gil Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, New York 12550
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 0238

Mr. John Venezia, Town Assessor
Town of Newburgh
1496 Route 300
Newburgh, New York 12550
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 0252

Mr. John I. McCarty
Real Property Tax Service
124 Main Street
1887 Building - First Floor
Goshen, New York 10924
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 0221

Mr. Raymond Castellani, Superintendent
Marlboro Central School District
21 Milton Turnpike, Suite 100
Milton, New York 12547
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 0245

Mr. Bill Bell, President BOE
Marlboro Central School District
21 Milton Turnpike, Suite 100
Milton, New York 12547
CERTIFIED MAIL RECEIPT #:
7014 2120 0002 1265 0269

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

DANSKAMMER ENERGY, LLC

TAX AGREEMENT

Dated as of December 1, 2014

**Affected Tax Jurisdictions:
Orange County
Town of Newburgh
Marlboro Central School District**

273748 2359170-3

TAX AGREEMENT

THIS TAX AGREEMENT, dated as of the 1st day of December, 2014 (the "Tax Agreement"), is by and between the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its registered offices located at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency") and **DANSKAMMER ENERGY, LLC**, a limited liability company formed and existing under the laws of the State of Delaware, with offices at 994 River Road, Newburgh, New York 12550 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 390 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York (the "State"); and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold interest in an aggregate approximately 52±-acres of land located West Hudson River Road and Old Post Road, each in the Town of Newburgh, Orange County, New York (the "Land", being more particularly described as TMID Nos. 8-1-78.2-1 and 8-1-80) together with all improvements located thereon comprising the Danskammer Power Station, including six (6) existing generators (the "Existing Improvements"), and (ii) the repair or replacement "in kind" of the damaged components within the Existing Improvements including, but not limited to, piping and valves, pumps, electrical switchgear and various instrumentation (collectively, the "Equipment" and, together with the Land and the Existing Improvements, the "Facility"), all for continued use as a power plant; and

WHEREAS, in order to induce the Company to acquire the rights in and to, renovate, repair and equip the Facility, the Agency is willing to take title to or a leasehold interest in the Facility pursuant to the terms and conditions of a certain Lease Agreement, dated as of the date hereof (the "Lease Agreement"), and lease said Facility back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of the date hereof (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments by the Company to the Agency for the benefit of Orange County (the "County"), the Town of Newburgh (the "Town") and the Marlboro Central

School District (the "School District" and, collectively with the County and the Town, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (March 1, 2015) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act, the Facility shall be exempt from Real Estate Taxes commencing with the 2016 County and Town calendar tax year and the 2015/2016 School District fiscal tax years. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, Town and School District. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as may be required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application.

B. Agreement to Make Payments. The parties agree and acknowledge that payments made under this Tax Agreement are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls. The Company shall pay annually to the Affected Tax Jurisdictions (i) on or before January 30 of each calendar year for County and Town taxes and (ii) on or before September 30 of each calendar year for School District taxes; an amount equal to the Total Payment (as calculated on Schedule A attached hereto, and in accordance with the other provisions set forth in this Tax Agreement). The first such Total Payments shall be due on September 30, 2015 and January 30, 2016, respectively, and on each September 1 and January 1 thereafter for the term of this Tax Agreement (each such date being hereinafter referred to individually as a "Payment Date"). Upon the expiration of this Tax Agreement, the Company shall pay the County, Town and School District tax bills in the amounts and on the dates when due as if the Agency were not in title.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town and special district purposes, the tax rates used to determine the allocation of the Total Payment shall be the tax rates relating to the calendar year which includes the payment due date. For School District purposes, the tax rates

used to determine the payment shall be the rates relating to the School District year which includes the payment due date.

1.4 Valuation of Future Additions to the Facility. If there shall be a future material addition to the Facility constructed or added in any manner after the date of this Tax Agreement, the Company shall notify the Agency of such future material addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total Payment, except as limited by the following paragraph. The Agency shall notify the Company in writing of any proposed increase in the Total Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in such event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased payment until a different Total Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding payment(s).

Notwithstanding the foregoing, it is expressly understood and agreed in the event the Company undertakes a Future Addition that does not result in a material expansion of the generation capacity of the Facility in excess of the existing Dependable Maximum Net Capability as determined by the New York Independent System Operator of 524MW annually, the Total Payments due hereunder shall not increase or be modified.

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2015/2016 School District fiscal tax year through the 2020/2021 School District fiscal tax year, and (iii) the 2016 County and Town calendar tax year through the 2021 County and Town calendar tax years. This Tax Agreement shall expire on December 31, 2021; provided, however, the Company shall pay the 2021/2022 School District tax bills and the 2022 County and Town tax bills on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Tax Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of years elapsed under the Leaseback Agreement), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 All lawfully levied and/or assessed special improvement district charges, special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water or water sewer charges against the Facility (all such charges, assessments and levies collectively, the "SID Charges") levied and billed by or on behalf of any special improvement district or any entity or body with authority to levy SID Charges (individually or collectively, a "SID") or any Affected Tax Jurisdiction are to be paid in full in accordance with normal billing practices.

2.2 Credit for SID Charges for Existing SIDs. Notwithstanding the foregoing, any SID Charges for any SIDs which exist on the date of this Tax Agreement in excess of the "Base Existing SID Charges" (as defined herein) shall be credited and deducted against the Total Annual Payment (the "Existing SID Credit"), and such credit and deduction shall be applied, if possible, in the same Tax Year in which any such SID Charge for an existing SID is levied. "Base Existing SID Charges" shall mean an amount equal to \$120,000, which amount shall be increased by two percent (2%) per year, compounded.

2.3 Credit for SID Charges for Newly-Created SIDs. Notwithstanding the foregoing, any SID Charges levied or billed for any SID created after the date of this Tax Agreement (the "New SID Charges") shall, with prior consent of the impacted Affected Tax Jurisdiction as set forth below, be credited and deducted against the portion of the Total Payment due to the Affected Tax Jurisdiction which creates the new SID or under whose legal authority or enabling legislation the new SID is created, and such credit and deduction shall be applied in the same Tax Year in which any such New SID Charge is levied (or, if such New Sid Charge is levied following the payment by the Company of any Total Payment, the next ensuing Tax Year). (By way of example, any New SID Charge for any new SID in the Town of Newburgh created under the Town Law will be deducted from the Town of Newburgh's portion of the Total Payment, and any New SID Charge for any new SID created under the County Law will be deducted from the County's portion of the Total Payment). The Company shall provide written evidence to the Agency (in such form as is reasonably satisfactory to the Agency and its counsel) of any New SID Charges.

Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Agency to the Company (i.e., the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I hereof, or this Tax Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment and Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Tax Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void, subject to any judicial challenge that the Company may make to retain the benefits granted hereunder.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I hereof are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows: with respect to payments to be made pursuant to Section I hereof, if said payment is not received by the Delinquency Date defined in Section 6.1 hereof, the Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due, and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the amount due, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section VII - Assignment.

7.1 No portion of any interest in this Tax Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed. Upon the execution of any approved assignment, the Company shall be released from its obligations hereunder.

Section VIII - Miscellaneous.

8.1 This Tax Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency:

Orange County Industrial Development Agency
Orange County Business Accelerator
4 Crotty Lane, Suite 100
New Windsor, New York 12553
Attn: Executive Director

With Copy To:

Kevin T. Dowd, Esq.
Attorney - Orange County IDA
46 Daisy Lane
Montgomery, New York 12549

And To:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company:

Danskammer Energy, LLC
994 River Road
Newburgh, New York 12550
Attn: President

With Copy To:

Danskammer Energy LLC
c/o Mercuria Energy America, Inc.
20 East Greenway Plaza, Suite 650
Houston, Texas 77046
Attn: Head of Legal—North America

And To:

Nixon Peabody LLP
1300 Clinton Square
Rochester, New York 14604
Attn: Brian G. Flanagan, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This Tax Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or state courts located in Orange County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. None of the members of the Agency nor any person executing this Tax Agreement on its behalf shall be liable personally under this Tax Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Tax Agreement. The obligations and agreements of the Company contained herein shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent, or employee of the Company in his/her individual capacity, and the members, officers, agents and employees of the Company shall not be personally liable hereon nor subject to any personal liability or accountability hereon, and all such liability of each such member, officer, agent or employee of the Company being, to the full extent permitted by law, is expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Tax Agreement.

[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

James R. Petro, Jr., Executive Director

DANSKAMMER ENERGY, LLC

By: _____

Larry She, President

[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
James R. Petro, Jr., Executive Director

DANSKAMMER ENERGY, LLC

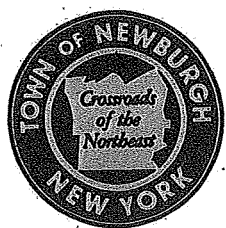
By: _____
Larry She, President

SCHEDULE A
TO
TAX AGREEMENT DATED AS OF DECEMBER 1, 2014
BY AND BETWEEN THE
ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND DANSKAMMER ENERGY, LLC

"Total Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>County and Town Tax Year</u>	<u>School Tax Year</u>	<u>Total Payment</u>
Year 1	2016	2015/2016	Pay as if Agency Not In Title -- Full Ad Valorem Taxes.
Year 2	2017	2016/2017	\$1,500,000, plus an amount equal to \$1,500,000 multiplied by the percentage increase in the Town's most recent tax levy [for example purposes, if the Town's tax levy increased by three percent (3.00%), the Total Payment shall be \$1,545,000, such aggregate amount herein referred to as the "Base Amount" for purposes of calculating future payments hereunder].
Year 3	2018	2017/2018	Prior Year's Base Amount multiplied by percentage increase in the Town's most recent tax levy.
Year 4	2019	2018/2019	Prior Year's Base Amount multiplied by percentage increase in the Town's most recent tax levy.
Year 5	2020	2019/2020	Prior Year's Base Amount multiplied by percentage increase in the Town's most recent tax levy.
Year 6	2021	2021/2022	Prior Year's Base Amount multiplied by percentage increase in the Town's most recent tax levy.

Notwithstanding anything contained herein to the contrary, it is the intent that the Town's tax levy shall not decrease for purposes of calculating payments hereunder. In the event, that the Town's tax levy is reduced during any year for the term hereof, the percentage used to calculate the payment shall be based on the prior year's levy.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

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

December 13, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Request to fill vacancy

I am requesting authorization to begin the process of filling two sergeant positions. As such Orange County Civil Service requires any replacement be selected from the Orange County Civil Service Promotional Sergeant List.

Donald B. Campbell
Chief of Police

FUSCO ENGINEERING

& LAND SURVEYING, P.C.

Consulting Engineers

Alfred A. Fusco, Jr., P.E., Principal

Alfred A. Fusco, III, General Manager

▪ 233 East Main Street
Middletown, NY 10940
Phone: (845) 344-5863
Fax: (845) 956-5865

▪ 19 Waywayup Lane
Port Jervis, NY 12771
Phone: (845) 956-5866

11Ai

December 5, 2019

James Osborne
Town of Newburgh
1496 Route 300
Newburgh, New York 12250

FILE: W \ MEADOW HILL ROAD
± ROUTE 300 P.S. -
EMERGENCY GENERATORS

RE: Chadwick Park and
Meadow Hill Road Generators
Bid Opening

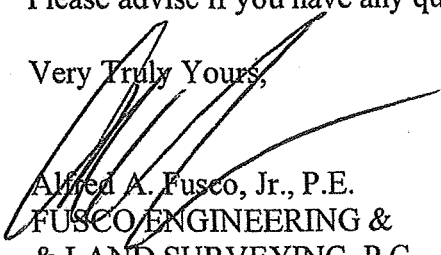
Dear Mr. Osborne,

On December 4, 2019, competitive bids were opened for the above noted project. We have reviewed the bids and recommend the lowest qualifying bid of:

Gentech	
3017 US Route 9W	
New Windsor, New York 12553	
Bid for Chadwick Park	\$ 61,900.00
Bid for Meadow Hill	\$ <u>72,900.00</u>
TOTAL BID:	\$134,800.00

Please advise if you have any questions.

Very Truly Yours,


Alfred A. Fusco, Jr., P.E.
FUSCO ENGINEERING &
& LAND SURVEYING, P.C.
AAF/cam



FUSCO ENGINEERING

& LAND SURVEYING, P.C.

Consulting Engineers

- 233 East Main Street
Middletown, NY 10940
Phone: (845) 344-5863
Fax: (845) 956-5865
- 19 Waywayup Lane
Port Jervis, NY 12771
Phone: (845) 956-5866

Alfred A. Fusco, Jr., P.E., Principal

Alfred A. Fusco, III, General Manager

Short Form Agreement

11A ii

Fusco Engineering & Land Surveying, P.C. and its agents agree to provide professional services to the following:

Date: December 13, 2019
Clients Name: Town of Newburgh
James Osborne
Clients Address: 1496 Route 300
Newburgh, NY 12550
Clients Phone Number: (845) 564-7814
Clients Email: engineering@townofnewburgh.org
Project Name: Generator Projects – Meadow Hill & Chadwick Lake (Route 300)
18-296 B & 18-297B
Address of Project: Chadwick Park and Meadow Hill Road
Town of Newburgh
Orange County, New York

Description of Services Rendered: We will provide construction period services for the above-mentioned project. Our services will include but not necessarily be limited to the following;

1. Review and approval of all shop drawings,
2. Review and approval of all payment requests,
3. Inspection and approval of all work in connection with this project,
4. Response to all Requests for Information,
5. Review and acceptance of all test reports,
6. Issuance of punch list upon Contractor's request for Substantial Completion,
7. Recommendation for acceptance of work at Final Completion.

-Exclusions:

- Any Municipal Fees, Backhoes for Soils Testing.
- Printing, mailing and handling costs involved with any public notice requirements.
- Any required archeological studies or detailed environmental studies.
- Review Changes.
- Revisions to the bid plan and documents
- Any verbal or written authorized changes to this contract.
- Prints (except when noted in the contract)
- Topography
- Survey, Site Plan, as-built drawings, Site drawings
- Architectural plan, MEP plan

**It is our intention to do everything within our considerable expertise to perform these services, but this agreement in no way guarantees any results out of our control. (For example: a specific number of lots in a subdivision, municipal approvals, governmental agency approvals, etc.)*

Proposal:

Lump sum for these services: \$ 3,500.00

PAYMENT OPTIONS: Check – Cash – Credit Card (by phone)

Retainer Amount: Waived

(Retainer due with the return of this agreement, signed and dated, no work will commence until this agreement is signed and the retainer received.) (Credit cards will be charged for balance of contract at time work is completed unless other arrangements for payment are made prior to completion.)

The retainer will be applied to the **final invoice** of an account when the project is completed.

Compensation for these services shall be paid on receipt of invoice. If payment is not received within thirty (30) days of invoice date, work will cease, and the appropriate action will be taken in accordance with New York State Law. Payment of fees rendered and disbursements incurred is due within 30 days from receipt of the bill for these fees and disbursements. If payment is not made within this time period, Fusco Engineering & Land Surveying, P.C., reserves the right to impose a finance charge of 1.5% per month on such all unpaid fees and disbursements. Also any attorneys fees and/or collection expenses occurred by this office in conjunction with an overdue account will be the sole responsibility of the Client. Engineer liability limited to same amount as paid on this contract.

Please acknowledge this agreement by signing and dating below. This document is binding and has important legal consequences; if you have any questions about your agreement do not hesitate to contact us for further explanation. The reason for this agreement is to clarify our relationship with our clients and preclude any misunderstandings.

We look forward to working with you in the future. Thank you.

Fusco Engineering & Land Surveying, P.C.

Date

Client, Accepted By

Date

Hourly Rate Schedule for additional services:

Principal Engineer.....	\$160.00 Hr.
Project Manager.....	\$120.00 Hr.
Staff Engineer, P.E.....	\$140.00 Hr.
Staff Engineer.....	\$110.00 Hr.
Surveyor PLS.....	\$110.00 Hr.
Sr. Drafter/Designer.....	\$105.00 Hr.
Survey Chief.....	\$ 65.00 Hr.
Survey Technician.....	\$ 50.00 Hr.
CADD Draftspersons.....	\$ 82.00 Hr.
Technician.....	\$ 65.00 Hr.
Inspector.....	\$ 75.00 Hr.
Clerical.....	\$ 66.00 Hr.

Reimbursable Expenses:

Mileage.....	\$0.55/mile, plus toll payments
Mailings; public hearing notices, overnight, etc.....	Cost plus 1.5 multiplier.
Filing of Approved Maps at the County.....	\$450.00

Expenses not listed above, and incurred on behalf of the client, shall be invoiced at 1.5 times the expenses.

Prints

White prints/Blueprints:

(18 X 24).....	\$ 1.80 per sheet
(24 X 36).....	\$ 3.00 per sheet
(30 X 42).....	\$ 4.50 per sheet
(36 X 48).....	\$ 6.00 per sheet

Mylar sepia:

(24 X 36).....	\$42.00 per sheet
(36 X 48).....	\$84.00 per sheet

B/W Wide Format Scanning:

(18 X 24).....	\$ 6.00 per sheet
(24 X 36).....	\$ 12.00 per sheet
(30 X 42).....	\$ 18.00 per sheet
(36 X 48).....	\$ 24.00 per sheet

Photocopies (8.5 X 11) Color.....	\$ 1.00/each
Photocopies (8.5 X 11) Black and White.....	\$ 0.32/each
Photocopies (11 X 17).....	\$ 0.60/each
Photographs.....	\$ 1.50/each
Binding of specification books.....	\$15.00/each



11B

December 17, 2019

Mr. James W. Osborne, PE
Town Engineer
Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: **Chadwick Lake Filter Plant Resiliency Improvements**
Additional Task for procurement of rental service agreement with a membrane filtration system manufacturer

Dear Mr. Osborne:

Henningson, Durham and Richardson Architecture and Engineering, P.C. (HDR) is recommending that the Town of Newburgh procure a rental service agreement with a membrane filtration system manufacturer prior to bidding of the Chadwick Lake Filter Plant Resiliency Improvements project. This will allow the contract bid documents to specify the rental system to be installed. The same manufacturer's membrane trailer will be installed and tested during construction and procured separately for use when the Delaware Aqueduct shutdown starts. This is critical as the Aqueduct shutdown schedule is outside of the Town's control, and it is possible that the rental system provided by the contractor for initial testing will be removed from the site prior to the Aqueduct shutdown.

The benefits of procuring a membrane rental service agreement prior to issuing the construction contract include:

- The Town will either be locked into signing a rental agreement with the manufacturer selected by the General Contractor or with an alternate manufacturer. This will have the potential for complications during startup when the Aqueduct shutdown starts if the alternate manufacturer is selected by Town. Different manufacturers will have specific requirements for their trailer system setup, therefore it is important that the manufacturer's system tested during startup is the same as the one used during the Aqueduct shutdown. Procurement of the rental service agreement will allow the Town to use the same manufacturer with the General Contractor and for the Aqueduct shutdown.
- Procurement of the rental service agreement will allow the Town to review the manufacturer's qualifications to select a manufacturer that will best meet project's needs for the initial startup, rather than rely on the unit proposed by the General Contractor.

HDR's fee to prepare drawings and specifications to assist Town for procuring a rental service agreement with a membrane trailer manufacturer is \$15,000 (not to exceed). The additional task will be performed under the original agreement for professional services for design engineering services dated July 17, 2018. We appreciate the opportunity to support the Town as you prepare for the Delaware Aqueduct shutdown.

11 Ci

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer

jwo

DATE: December 10, 2019

RE: WATER DEPARTMENT BUDGET TRANSFERS

(Copy of Memo)

I am requesting Town Board approval of the following budget transfers:

- 1. From: 8340.5200 (Capital \ Equipment)
- To: 8330.4001.5474 (Repairs to Equipment)
- Amount: \$4,000

This is to cover the cost of repairs to a traveling filter drive motor, rebuild a backflow preventer and repair surge damage to a VFD.

- 2. From: 8340.5200 (Capital \ Equipment)
- To: 8330.4002.5474 (Repairs to Equipment)
- Amount: \$8,000

This is to cover the cost of repairs to the Soda Ash feed system and to pull and replace a recycle pump due to a failed mechanical seal.

- 3. From: 8340.5200 (Capital \ Equipment)
- To: 9902.5900 (Interfund Transfer)
- Amount: \$50,000

And then

- From: 9902.5900 (Interfund Transfer)
- To: 6096.8396.5200 (Land Purchases)

TO: Gilbert Piaquadio, Town Supervisor & Town Board
RE: WATER DEPARTMENT BUDGET TRANSFERS

December 10, 2019
Page 2

This is to cover the cost of the easement acquisition for an access \ utility easement for the Water District.

4. From: 8340.5200 (Equipment \ Capital)
To: New Capital Project - **STANDBY GENERATORS**
Amount: \$156,000

These funds will be used to pay the 2020 costs to install the standby generators under the contract awarded in December 2019.

As the above requires Town Board action, I am requesting that this be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id

cc: R. Clum, Accountant
J. Guido, Water Dept. Manager
D. Bertola, S.O. (CAMO)

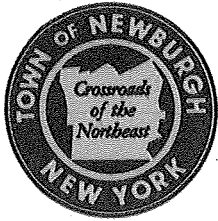
HCii

PROPOSED WATER DISTRICT BUDGET TRANSFERS
FOR CAPITAL PROJECTS (2019)

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
8340.5200 (Equip.\Capital)	9902.0900 (Interfund)	\$ 250,000
9710.0600 (Principal)	9902.0900 (Interfund)	\$ 950,000
		\$1,200,000

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
9902.0900 (Interfund)	HW6076.8376 (Chadwick Lake Reservoir & WTP)	\$ 250,000
9902.0900 (Interfund)	HW6093.8393 (System Mapping)	\$ 100,000
9902.0900 (Interfund)	HW6011.8311 (Colden Park)	\$ 250,000
9902.0900 (Interfund)	HW6098.8398 (Mountainview WST)	\$ 600,000
		\$1,200,000

13



TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344
FAX: (845) 561-2220

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: December 10, 2019

I am requesting authorization to use the T-94 account to pay for Vet service: Flannery
Animal Hospital

Totaling: \$372.55

Feline: \$

Other: \$

Canine: \$372.55

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

Order No.

DO NOT WRITE IN THIS BOX

VOUCHER

NO 53233

DEPARTMENT

TONAL

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

November 2019 vouchers

Vendor's
Ref. No.

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

Dates	Quantity	Description of Materials or Services	Amount
11-16-19	Inv # 834865340	2019-11-16 (M) Eld. white farm mix	\$ 30.70 (1)
11-28-19	Inv # 834867785	2019-11-28 (F) Brown/white Shih Tzu mix	\$ 158.28 (2)
11-28-19	Inv # 834867781	2019-11-28 (M) maltese white	\$ 183.57 (3)
(See Instructions on Reverse Side)			TOTAL \$ 372.55

CLAIMANT'S CERTIFICATION

Jean Tobin, certify that the above account in the amount of \$ 372.55 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.

12-5-19
DATE

Jean Tobin
SIGNATURE

Accts Manager
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE



Dr. Osepa | Date: 11/19/2019 at 08:24 | Invoice: 834865340 | Cashier: Jean T

Client

Town Of Newburgh. .2019 Animal Control
 (#53233)

645 Gidney Ave
 Newburgh, NY 12550

Patient

2019-11-16 M Gld-Wh Pomeranian (#125492)

Species: Canine (Pomeranian Mix)

Sex: Male Intact | Color: Gold And White

Birth: | Age: | Weight:



Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
11/16/2019	Boarding Animal Control	1.00	\$30.70	\$0.00	\$30.70
11/17/2019	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: \$30.70

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2019-11-16 M Gld-Wh Pomeranian	\$30.70	\$0.00	\$30.70

	Total Due:	\$30.70
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FOXY



Flannery Animal Hospital | Date: 12/4/2019 at 10:12 | Invoice: 834867785 | Cashier: Jean T

Client

Town Of Newburgh. 2019 Animal Control
(#53233)

645 Gidney Ave
Newburgh, NY 12550

Patient

2019-11-28 Brwnwhite Shih Tzu FI (#125712)
Species: Canine (Shih Tzu Mix)
Sex: Female Intact | Color: Brown, Tan And White
Birth: | Age: | Weight: 14.4 lb



Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
11/28/2019	Boarding Animal Control	1.00	\$30.00		\$0.00	\$30.00
	Capstar Blue 2-25lb Sgl	1.00	\$9.20	-\$0.92	\$0.00	\$8.28
11/29/2019	Boarding Animal Control	1.00	\$30.00		\$0.00	\$30.00
11/30/2019	Boarding Animal Control	1.00	\$30.00		\$0.00	\$30.00
12/1/2019	Boarding Animal Control	1.00	\$30.00		\$0.00	\$30.00
12/2/2019	Boarding Animal Control	1.00	\$30.00		\$0.00	\$30.00
12/3/2019	Boarding Go Home Day	1.00	\$0.00		\$0.00	\$0.00

Subtotal: \$158.28

Discounts	Shelters/PetStore	-\$0.92
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Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
2019-11-28 Brwnwhite Shih Tzu FI	\$159.20	-\$0.92	\$0.00	\$158.28

	Total Due:	\$158.28
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VCA Flannery Animal Hospital PC
789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Stillman | Date: 12/4/2019 at 10:07 | Invoice: 834867781 | Cashier: Jean T

Client

Town Of Newburgh. 2019 Animal Control
(#53233)

645 Gidney Ave
Newburgh, NY 12550

Patient

2019-11-28 White Maltese MI (#125711)

Species: Canine (Maltese Mix)

Sex: Male Intact | Color: White

Birth: | Age: | Weight: 17.5 lb

3

Detailed Visit Information

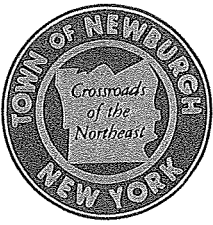
Date	Description	Qty	Price	Disc	Total Price
11/28/2019	Boarding Animal Control	1.00	\$30.00	\$0.00	\$30.00
	Capstar Blue 2-25lb Sgl	1.00	\$9.20	0.92	8.28
11/29/2019	Boarding Animal Control	1.00	\$30.00	\$0.00	\$30.00
	Maropitant(Cerenia)10mg/mL/mL	1.00	\$28.10	2.81	25.29
11/30/2019	Boarding Animal Control	1.00	\$30.00	\$0.00	\$30.00
12/1/2019	Boarding Animal Control	1.00	\$30.00	\$0.00	\$30.00
12/2/2019	Boarding Animal Control	1.00	\$30.00	\$0.00	\$30.00
12/3/2019	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: \$ 183.57

Invoice Summary

Patient Name	Total Price	Disc	Total Due
2019-11-28 White Maltese MI	\$187.30	3.73	183.57

Total Due:	\$ 183.57
Amount Paid:	



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

14

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

**To: Gil Piaquadio, Town Supervisor and
Members of the Town Board**

From: Ronald E. Clum, Town Accountant

Date: December 11, 2019

Re: Cash Transfer to Roseton & Nob Hill from Crossroads

Upon reviewing the projected cash balances to December 31, 2019, it was discovered that Roseton and Nob Hill will have a negative cash position of approximately \$82,000 and \$6,000, respectively.

At this time, I am asking for an inter-fund borrowing of \$6,000 from Crossroads to Nob Hill and \$82,000 from Crossroads to Roseton to rectify this and will pay back Crossroads when the 2020 revenues come in, or as soon as possible. Can you please place this on the December 23rd agenda for your approval and approve this request?

If you have any questions or concerns please feel free to contact me.

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members
From: Jeff Guido; Water and Sewer Department Manager
Date: December 18, 2019
Re: Award Recommendation for 2020 Alum Sludge Disposal

On December 12, 2019 sealed bids for Alum Sludge Removal and Disposal from the Town's Water Treatment Plants were opened by the Town of Newburgh Town Clerk, based on those bids, these are my recommendations:

Alum Sludge Removal and Disposal Services:

H.T. Stone and Son (\$0.1040 per gallon)

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

November 4, 2019

REMOVAL AND DISPOSAL OF ALUM SLUDGE FOR WATER TREATMENT PLANTS
December 12, 2019 at 10:00 am

Package #	Company	Address	Comments	Name	Bid Received	Price/Gal
1	Spectraserv	75 Jacobus Avenue; Kearny, NY 07032	emailed on 11/4/2019	Ruth	12/11/2019	\$0.1640
2	United Site Services	118 Flanders Road; Suite 1000, Westborough, MA		Sean McDowell	12/10/2019	\$0.1897
3	TAM Enterprises	114 Hartley Road; Goshen, NY 10924		Ann Kata	12/10/2019	\$0.1250
4	H.T. Stone and Son	313 Main Street North; Southbury, CT 06488			12/12/2019	\$0.1040

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members
From: Jeff Guido; Water and Sewer Department Manager
Date: December 18, 2019
Re: Award Recommendation for 2020 Water Filtration Chemical Bids

On December 12, 2019 sealed bids for water treatment chemicals to be utilized at the Town's Water Treatment Plants were opened by the Town of Newburgh Town Clerk, based on those bids, these are my recommendations:

Water Treatment Chemicals:

- Item 1: Sodium Fluoride (CLFP): Slack Chemical (\$0.8430 per pound)
- Item 2: Sodium Hypochlorite (CLFP & DAT) : Slack Chemical (\$0.9870 per gallon)
- Item 3: Blended PolyOrthophosphate (CLFP): Slack Chemical (\$1.2900 per pound)
- Item 4: Hydrofluosilicic Acid (DAT): Slack Chemical (\$3.4920 per gallon)
- Item 5: Sodium Hydroxide (DAT): Slack Chemical (\$1.8730 per gallon)
- Item 6: Phosphoric Acid (DAT): Shannon Chemical (\$4.2400 per gallon)
- Item 7: Soda Ash (DAT): Univar (\$0.2940 per pound)
- Item 8: Sodium Bisulfite (DAT): Slack Chemical (\$1.8790 per gallon)
- Item 9: Sulfuric Acid (DAT): Coyne Chemical (\$5.9756 per gallon)
- Item 10: Citric Acid (DAT): Shannon Chemical (\$4.8300 per gallon)
- Item 11: Potassium Permanganate (CLFP): Shannon Chemical (\$1.5800 per pound)
- Item 12: Polyaluminum Chloride (CLFP & DAT): Holland Company (\$1.9500 per gallon)
- Item 13: Liquid Sodium Permanganate (CLFP): Slack Chemical (\$7.7900 per gallon)

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

Data Processing December 23rd Workshop Meeting

Motion to:

Purchase of seven (7) OptiPlex 3070 Small Form Factor computers

(to replace computers that have been in use since 2006)

and (6) 23" Dell Monitors P2319H

Four of the above computers for the Water and Sewer Dept

Two computers for the Personnel Office

One for the Supervisors Office

For a total of \$ 5,720.88

Motion to expend

\$ 5,720.88 from the Computer reserve account # 001.1680.0497

A handwritten signature, possibly "JEL", is enclosed within a large, hand-drawn oval. The signature is written in a cursive style.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000048415545.1	Sales Rep	Mallory Sassano
Total	\$7,589.43	Phone	(800) 456-3355, 7250393
Customer #	28486270	Email	Mallory_Sassano@Dell.com
Quoted On	Oct. 17, 2019	Billing To	ACCOUNTS PAYABLE
Expires by	Nov. 16, 2019		TOWN OF NEWBURGH
			343 ROUTE 32
			NEWBURGH, NY 12550

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Mallory Sassano

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE TOWN OF NEWBURGH 343 ROUTE 32 NEWBURGH, NY 12550 (845) 564-2180	Standard Delivery

Product	Unit Price	Qty	Subtotal	
OptiPlex 3070 SFF MLK	\$661.28	9 7	\$5,951.52	4628.96
Dell 23 Monitor - P2319H	\$181.99	6	\$1,637.94	1091.92
		TOTAL		5720.88

Subtotal:	\$7,589.43
Shipping:	\$0.00
Non-Taxable Amount:	\$7,589.43
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: ~~\$7,589.43~~

\$ 5720.88

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
TOWN OF NEWBURGH
343 ROUTE 32
NEWBURGH, NY 12550
(845) 564-2180

Shipping Method

Standard Delivery

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 3070 SFF MLK		\$661.28	9	\$5,951.52
Estimated delivery if purchased today: Oct. 24, 2019 Contract # 56AHC Customer Agreement # PM20820/1000041162				
OptiPlex 3070 SFF BTX	210-ASBL	-	9	-
Intel® Core™ i5-9500 (6 Cores/9MB/6T/3.0GHz to 4.4GHz/65W); supports Windows 10/Linux	338-BRSY	-	9	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	9	-
No AutoPilot	340-CKSZ	-	9	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	9	-
8GB 1X8GB DDR4 2666MHz UDIMM Non-ECC	370-AEBK	-	9	-
3.5" 500GB 7200rpm SATA Hard Disk Drive	400-AWFO	-	9	-
No Out-of-Band Systems Management	631-ACDC	-	9	-
No Additional Hard Drive	401-AANH	-	9	-
No Wireless Driver	340-AFMQ	-	9	-
No PCIe add-in card	492-BBFF	-	9	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	9	-
Black Dell MS116 Wired Mouse	275-BBBW	-	9	-
No Cable Cover	325-BCZQ	-	9	-
No Additional Cable Requested	379-BBCY	-	9	-
Not selected in this configuration	817-BBBC	-	9	-
No Integrated Stand option	575-BBBI	-	9	-
SupportAssist	525-BBCL	-	9	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	9	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	9	-
Waves Maxx Audio	658-BBRB	-	9	-
Dell Developed Recovery Environment	658-BCUV	-	9	-
Software for OptiPlex Systems	658-BEGX	-	9	-
No Media	620-AAOH	-	9	-
ENERGY STAR Qualified	387-BBLW	-	9	-
Dell Developed Recovery Environment	658-BCUV	-	9	-

Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	9	-
ODD Bezel, Small Form Factor	325-BCXP	-	9	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	9	-
No Media Card Reader	379-BBHM	-	9	-
No Wireless LAN Card	555-BBFO	-	9	-
OptiPlex 3070 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEJV	-	9	-
Fixed Hardware Configuration	998-DOFI	-	9	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	9	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	9	-
Dell Watchdog Timer	379-BDLB	-	9	-
Quick Setup Guide 3070 Small Form Factor	340-CMOE	-	9	-
US Order	332-1286	-	9	-
Chassis Intrusion Switch SFF	461-AAEE	-	9	-
Retail POD	389-BDQH	-	9	-
TPM Enabled	329-BBJL	-	9	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	9	-
Shipping Label for DAO	389-BBUU	-	9	-
Optional VGA Video Port for SFF	382-BBFF	-	9	-
No Additional Add In Cards	382-BBHx	-	9	-
SFF: EPA Regulatory LBL for Mexico	389-DQPX	-	9	-
No CompuTrace	461-AABF	-	9	-
No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	575-BBKX	-	9	-
Intel(R) Core(TM) i5 Processor Label	340-CKVN	-	9	-
McAfee Small Business Security 30 Day Free Trial	650-0028	-	9	-
CMS Essentials DVD no Media	658-BBTV	-	9	-
Desktop BTS/BTP Shipment	800-BBIP	-	9	-
No Optane	400-BFPO	-	9	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	9	-
ProSupport Plus: Accidental Damage Service, 3 Years	803-8774	-	9	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	803-8802	-	9	-
ProSupport Plus: Next Business Day Onsite, 3 Years	803-8830	-	9	-
ProSupport Plus: 7x24 Technical Support, 3 Years	803-8886	-	9	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	9	-
Client ProSupport Plus Asset Label without Company Name	365-0896	-	9	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	9	-
			Qty	Subtotal
Dell 23 Monitor – P2319H		\$181.99	9	\$1,637.91
Estimated delivery if purchased today: Oct. 24, 2019				
Description	SKU	Unit Price	Qty	Subtotal
Dell 23 Monitor - P2319H	210-AQCI	-	9	-
Dell Limited Hardware Warranty	814-9381	-	9	-

Subtotal:	\$7,589.43
Shipping:	\$0.00
Estimated Tax:	\$0.00

5720-88

Total:	\$7,589.43
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5720-88

Important Notes

Terms of Sale

If this purchase includes a third party cloud service offering (such as Office 365 or Google G Suite), your use of the cloud service is subject to the Dell Cloud Solutions Agreement located at <http://www.dell.com/cloudterms> and the applicable terms and conditions located at <https://www.dell.com/learn/us/en/uscop1/service-contracts-saas-cloud-services>.

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.