

ANDREW J. ZARUTSKIE, Town Clerk
1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554

TOWN BOARD PUBLIC MEETING AGENDA

Monday, February 11, 2019

7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. DEPARTMENT HEAD REPORTS
7. POLICE DEPARTMENT
 - A. Presentation of Citation to Police Officer
 - B. Purchase of K-9 Vehicle
 - C. Increase in Budget
8. ENGINEERING:
 - A. Budget Transfer for Meadow Hill South Sewer Rehabilitation
 - B. Landscape Security for the Shoppes at Union Square
9. JUSTICE COURT: Start Process to Hire Court Clerk
10. WATER DEPARTMENT: Hiring of Part Time Clerk
11. ANIMAL CONTROL: T-94 Withdrawal
12. RECREATION DEPARTMENT:
 - A. Parkland Trust Fund Transfer
 - B. Stage Request
 - C. Approval to Move Seasonal Laborer to Part Time Laborer
 - D. Approval to Hire Seasonal Laborer
 - E. Chauffeur Salary
 - F. Chadwick Lake Park Guard Variance Request
 - G. Budget Transfer
13. ACCOUNTING: Budget Transfer
14. DATA PROCESSING: Hiring of Consultant
15. ASSESSOR: Certiorari Settlement
16. HIGHWAY DEPARTMENT: Approval of Tree Cutting Bid
17. DANSKAMMER: Hiring a Consultant
18. CSEA CONTRACT
19. ANNOUNCEMENTS
20. PUBLIC COMMENTS
21. ADJOURNMENT

**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell
Chief of Police

(845) 564-1100
(845) 564-1870

January 23, 2019

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Purchase of a K9 Vehicle

I am requesting the Town Board approve the purchase of a 2019 Ford Utility Police Interceptor for the newly formed Explosive Detection K9 Team. The cost of the vehicle fully equipped is \$48,067.47. Once the vehicle is received by us we can request the reimbursement of \$50,000 that was awarded to us through the Explosive Detection K9 Team Grant. (A3030.5464)

Respectfully submitted,

Donald B. Campbell
Chief of Police

Thursday December 6th, 2018 2:47 PM



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase Proposal

Attention: George Woolsey

Purchase Order#:

Town of Newburgh
 88 Gardnertown Rd
 Newburgh NY 12550
 Phone: 845-561-2288 Fax: 845-561-3975
 Email: fleetmaintenance@townofnewburgh.org

Quote# 28391
 Onondaga Bid 8771 2020

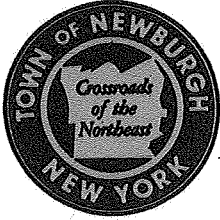
Item Description	Code	Qty	Your Price	MSRP
2019 Ford Utility Police Interceptor AWD	K8A	1	\$ 31,450.27	\$ 38,080.00
Oxford White	YZ	1	\$ 0.00	\$ 0.00
3.3L V6 DI Engine (Std Engine with 8771 Bid)	99B	1	\$ 0.00	\$ 0.00
10-Speed Automatic Transmission	44U	1	\$ 0.00	\$ 0.00
License Plate Bracket - Front	153	1	\$ 0.00	\$ 0.00
Dome Lamp - Red/White in Cargo Area	17T	1	\$ 46.00	\$ 50.00
Spot Lamp - LED Bulb, Driver Only (Unity)	51R	1	\$ 363.40	\$ 395.00
Mirrors - Heated Sideview	549	1	\$ 55.20	\$ 60.00
Keyed Alike -- 1284x	59B	1	\$ 46.00	\$ 50.00
Pre-Wiring for grille LED lights, siren and speaker	60A	1	\$ 46.00	\$ 50.00
Noise Suppression Bonds (Ground Straps)	60R	1	\$ 92.00	\$ 100.00
Rear-Door Handles Controls Inoperable / Locks Inoperable	68G	1	\$ 69.00	\$ 75.00
Rear Console Plate	85R	1	\$ 41.40	\$ 45.00
Rear View Camera (mirror display)	87R	1	\$ 0.00	\$ 0.00
Glass - Solar Tint 2nd Row Only, Privacy Glass on Rear	92R	1	\$ 78.20	\$ 85.00
Hudson Valley Public Safety Lighting Quote 277593		1	\$ 15,418.00	\$ 16,758.69
Delivery to Region 5	Reg 5	1	\$ 362.00	\$ 362.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first.	Total Price:		\$ 48,067.47	
Quantity on this Order: 1	Grand Total:		\$ 48,067.47	
Suggested Items Below				
H8 AGM Battery (900CCA / 92-Amp)	19K	1	\$ 101.20	\$ 110.00
Rear Camera On-Demand	19V	1	\$ 211.60	\$ 230.00
Aux Air Conditioning	17A	1	\$ 561.20	\$ 610.00
Police Perimeter Alert (270 Degree Radius)	68B	1	\$ 621.00	\$ 675.00
Deflector Plate	76D	1	\$ 308.20	\$ 335.00
Pre-Collision Assist with Pedestrian Detection	76P	1	\$ 133.40	\$ 145.00

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: _____ Title _____ Date _____

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: George Lunney Quote: 28391

7C



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell
Chief of Police

(845) 564-1100

(845) 564-1870

January 23, 2019

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Increase to Budget

I am requesting the Town Board approve the increase of the 2019 Police Budget for un-anticipated grant revenues from the Explosive Detection K9 Grant. I am requesting the Town Board authorize an increase in revenue of \$50,000 in line A0001.4089 (Federal Aid) and an increase in expenditure of \$50,000 to A3030.5464 (Police Training/Equipment).


Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell", is written over the typed name.

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer 
DATE: February 1, 2019
RE: MEADOW HILL SOUTH SEWER REHABILITATION

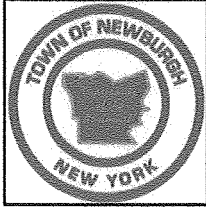
I am requesting Town Board approval of the following budget transfer (also delineated on the attached Budget Transfer Summary):

From: Transfers (#050-9902-0900-5010)
To: Meadow Hill South Sewer Rehab. (#H7095.8395.5200)
Amount: \$ 42,000

This budget transfer is required to fund the continuing work under the capital project referenced above.

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

JWO/id
Attachment
cc: R. Clum, Accountant



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

Date: 2-1-2019

Is the budget adjustment under \$5,000? Yes _____ No: X

If yes: Please give Gil a copy to sign and deliver to the Accounting Office.

If no: Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed FUND WORK UNDER CAPITAL PROJECT

From: Account Number: 050-9902-0900-5010 Amount: \$ 42,000
 Account Description: TRANSFERS Amount: _____

From: Account Number: _____ Amount: _____
 Account Description: _____ Amount: _____

To: Account Number: H 7095. 8395. 5200 Amount: \$ 42,000
 Account Description: MHS SEWER REHAB Amount: _____

To: Account Number: _____ Amount: _____
 Account Description: _____ Amount: _____

Please note: The total of the from and to should equal.

James Osborn
 Department Head Signature

 Gil Piaquadio, Town Supervisor

KALA

Karen Arent Landscape Architect

Memorandum

To: Supervisor Gil Piaquadio and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: January 30, 2019

Subject: Shoppes at Union Square Landscape Cost Estimate

Town Project Number: 2018-10

Cc: Pat Hines, Chairman John Ewasutyn and the Town of Newburgh Planning Board,
Michael Donnelly Esq., Gerald Canfield, Jerame Secaras with Langan
Engineering

COMMENTS:

The landscape revised cost estimate for the Shoppes at Union Square was reviewed. Unit costs are still on the low side but are acceptable. I recommend that the board approve a landscape security in the amount of \$118,000. The landscape inspection escrow amount for this project is \$4,000.

DESCRIPTION OF ITEM	QUANTITY	UNIT	COST	TOTAL COST
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Construction Items

i. LANDSCAPING

A. Landscaping Trees	34	EA	\$ 350.00	\$ 11,900
B. Landscaping Shrubs				
Green Velvet-Boxwood	34	EA	\$ 75.00	\$ 2,550
Japanese Plum Yew	15	EA	\$ 100.00	\$ 1,500
Blue Pacific Shore Juniper	37	EA	\$ 35.00	\$ 1,295
Sea Green Juniper	40	EA	\$ 42.00	\$ 1,680
Andorra Juniper	77	EA	\$ 42.00	\$ 3,234
Armstrong Pfitzer Juniper	67	EA	\$ 50.00	\$ 3,350
Northern Bayberry	77	EA	\$ 65.00	\$ 5,005
Densiformis Yew	68	EA	\$ 60.00	\$ 4,080
Red Osier Dogwood	35	EA	\$ 37.00	\$ 1,295
Bigleaf Hydrangea	39	EA	\$ 45.00	\$ 1,755
Alleghany Viburnum	63	EA	\$ 57.00	\$ 3,591
C. Perennials and Ornamental Grasses				
Big Blue Lilyturf	610	EA	\$ 2.50	\$ 1,525
Woodland Phlox	104	EA	\$ 6.00	\$ 624
Goldstrum/Black-Eyed Susan	108	EA	\$ 12.50	\$ 1,350
Maynight Meadow Sage	54	EA	\$ 12.50	\$ 675
Feather Reed Grass	69	EA	\$ 12.50	\$ 863
Scouringrush Horsetail	44	EA	\$ 12.50	\$ 550
D. Top Soil and Seeding	1,350	SY	\$ 40.00	\$ 54,000
E. Mulch/Groundcover	100	CY	\$ 60.00	\$ 6,000

SUBTOTAL \$ 106,822

TOTAL CONSTRUCTION COST \$ 106,822

10% Contingency \$ 10,682

TOTAL \$ 117,504

SAY \$ 118,000

NOTES:

1. This Engineer's estimate is based on a set of plans titled "The Shoppes at Union Square, Application for Amended Site Plan Approval" prepared by Langan Eng, Env, Surveying, L.A.& Geo, DPC and dated 06 December 2018.

DESCRIPTION OF ITEM	QUANTITY	UNIT	COST	TOTAL COST
---------------------	----------	------	------	------------

Construction Items

2. This estimate is an approximate cost of construction for landscaping and reflects available cost information for construction located in the Town of Newburgh, New York.
3. This Engineer's estimate represents an opinion of the probable costs of construction, within a reasonable degree of certainty. This estimate does not guarantee the cost of labor, material, or equipment, nor the means, methods and procedures of the Contractor's work as determined by the Contractor and/or Owner, nor the competitive bidding submissions.
4. This estimate of probable construction cost is based on our experience and qualifications as an engineer and shall be deemed to represent our opinion and judgment. This estimate cannot and does not guarantee that proposals, bids or actual costs will be the same as or within any specific percentage of this estimate of probable construction cost.
5. Inherent in soils, foundations, groundwater, and other geotechnical investigations, actual conditions may vary materially from those noted at test points or sample intervals. Because of these inherent uncertainties, changed or unanticipated conditions may arise during construction activities at the project site subsequent to the initial investigation(s) that could potentially affect project scope and cost. Therefore, this estimate, with respect to potential construction costs, including environmental remediation costs, shall not be deemed a guaranteed maximum price or cost of the project.



TOWN OF NEWBURGH JUSTICE COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

9

TELEPHONE (845) 564-7161
FACSIMILE (845) 564-7171

HON. RICHARD CLARINO
TOWN JUSTICE

JENNIFER PROPFE
COURT CLERK TO TOWN JUSTICE

January 31, 2019

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

Dear Mr. Piaquadio:

As you know the 2019 Town Budget funds and authorizes the hiring of a new full-time court clerk.

This is to respectfully request that you cause a canvas to be made pursuant to the provisions of the Civil Service Law so that a qualified applicant can be hired.

Thank you for your usual cooperation and courtesies.

Very truly yours,

RICHARD CLARINO
Town Justice, Town of Newburgh

cc: Charlene Black, Director of Personnel
Hon. James Presutti, Court Liaison to Town Board



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

10

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓
Town Board

From: Charlene M Black, Personnel

Date: February 7, 2019

Re: Part time Clerk: Water / Sewer Department

Please find attached a letter and employee request form from Jeff Guido, Department Manager requesting to re-hire Edith Johnson as a part time clerk for his department. Pending your approval, Ms. Johnson would need to complete paperwork, physical drug /alcohol testing and fingerprints. Anticipated start date will be on or after February 25, 2019 and the starting salary is \$16.00 per hour. Thank you in advance.

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board members

From: Jeff Guido, Water and Sewer Department Manager



Date: February 6, 2019

Subject: Hiring of part-time Clerk

I would like to recommend Edith Johnson be hired to fill the vacant position of part-time clerk for Water/Sewer Department, with a start date of February 25, 2019.

Edith was previously employed in this position and has the experience to fill the position without the need for prolonged training.

As this requires Town Board approval, I request this item be placed on the next available agenda.

I am available to discuss this matter, should anyone have any questions.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Edith Johnson

DEPARTMENT: Water/Sewer

TITLE OF POSITION: Clerk

FULL TIME OR PART TIME: Part Time

HOURLY RATE: \$16.00

IS POSITION FUNDED IN CURRENT BUDGET: X YES OR NO

FUND APPROPRIATION NUMBER: F- 8340.5700

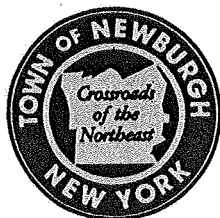
PROPOSED HIRE DATE: 2-25-19

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


DEPARTMENT HEAD SIGNATURE

2-6-19
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



11

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 Veterinarian Services Utilizing T-94 Account

Date: January 24, 2019

I am requesting authorization to use the T-94 account to pay for veterinarian services from: Newburgh Vet

Totaling: \$941.31

Feline: \$99.75

Canine: \$841.56

Invoice #698435 is an abuse case. The Siberian Husky "Mini" had an elastic hair tie embedded in her neck causing a severe laceration to her trachea. Said dog has been adopted & is receiving long term care for her injury at the new owner's expense.

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

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

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

TERMS Net 30 Days

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
<u>2/28/18</u>	<u>697128</u>			<u>99.75</u> ①✓
TOTAL				<u>99.75</u>

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 99.75 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.

1/24/19
DATE

Dora M Cast
SIGNATURE

Office 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 for paid from the appropriations indicated above

Date Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

①

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

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

Printed: 12-28-18 at 11:58a
Date: 12-28-18
Account: 4417
Invoice: 697128

Date	For	Qty	Description	Price	Discount	Net Price
12-28-18	Maple 63C - 18	1	CONSULT / EXAM - Sick	69.50	38.25	31.25 **
12-28-18		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
12-28-18		1	Shelter euthanasia and body care f			72.00 68.50

Total charges, this invoice...

**Total discount included: 38.25

103.25

99.75

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

LIKE US ON FACEBOOK.COM!

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

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

TOWN OF NEWBURGH

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
2/27/18	697065			5.00
2/28/18	697178			152.53
2/31/18	697359			33.00
1/15/19	698435			651.03
TOTAL				841.56

① ✓
② ✓
③ ✓
④ ✓

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 841.56 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.

1/24/19
DATE

Dora M Cast
SIGNATURE

Office Mgr
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.

APPROVAL FOR PAYMENT

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

Date Authorized Official

Date Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

①

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

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

Printed: 12-27-18 at 10:27a
Date: 12-27-18
Account: 19984
Invoice: 697065

Date	For	Qty	Description	Price	Discount	Net Price
12-24-18	Zeus 1	7	Metronidazole 500mg #250966	23.43	18.43	5.00 **
12-26-18		1	Lab Results Normal			0.00

Total charges, this invoice... 5.00

**Total discount included: 18.43

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

Reminders for: Zeus 1 (Weight: 70.0 lbs - 9m)	Last done
03/23 Consultation/Exam- Bi-annual	
11/19 Lyme,HW,Ehrlichia Accu Plus4(A)	11-28-18
05/19 Canine Kennel Cough Vacc -1 ye	
05/19 FECAL EXAM	
07/18 CANINE RABIES / 1YEAR	
07/18 CANINE DIST/A2/PI/PARVOLEPTO1Y	

Zeus 1's weight history (in lbs)

11-28-18 70.00

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

②

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

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

Printed: 12-31-18 at 2:16p
Date: 12-28-18
Account: 19984
Invoice: 697178

Date	For	Qty	Description	Price	Discount	Net Price
12-28-18	123-18Yoshi Zel	1	CANINE RABIES / 1YEAR	35.00	17.50	17.50 ** 16.50
12-27-18	River 122-18	1	CONSULT / EXAM - Sick	69.50	34.75	34.75 ** 31.25
12-27-18		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
12-27-18		4	Otic- Osumia Application / vial	97.55	48.77	48.78 **
12-27-18		1	EAR CLEANING (Minor)	31.50	15.75	15.75 **
12-27-18		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	110.00	55.00	55.00 ** 40.00

Total charges, this invoice...

**Total discount included: 171.77

171.78

152.53

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

Reminders for: **123-18Yoshi Zelaya**

Last done

12/19 CANINE RABIES / 3 YEAR
06/19 Neuter your pet at 5-6 months
06/19 Canine Kennel Cough Vacc -1 ye
06/19 FECAL EXAM
12/18 Consultation/Exam- Bi-annual
06/14 HEARTWORM TEST
04/14 CANINE DIST/A2/PI/PARVOLEPTO1Y

Reminders for: **River 122-18**

Last done

03/23 Consultation/Exam- Bi-annual
12/19 lyme,HW,Ehrlichia Accu Plus4(A) 12-27-18
06/19 FECAL EXAM
06/19 Canine Kennel Cough Vacc -1 ye
06/19 Spay your pet at 5-6 months
08/18 CANINE RABIES / 1YEAR

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

3

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

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

Printed: 12-31-18 at 2:29p
Date: 12-31-18
Account: 19984
Invoice: 697359

Date	For	Qty	Description	Price	Discount	Net Price
12-31-18	Olympia 124-18	1	CANINE RABIES / 1YEAR	35.00	17.50	17.50 ** 16.50
12-31-18	Xerxes 125-18	1	CANINE RABIES / 1YEAR	35.00	17.50	17.50 ** 16.50

Total charges, this invoice...

**Total discount included: 35.00

~~35.00~~

33.00

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

Reminders for: **Xerxes 125-18**

Last done

12/20 Consultation/Exam- Bi-annual
12/19 CANINE RABIES / 3 YEAR
07/19 Canine Kennel Cough Vacc -1 ye
07/19 FECAL EXAM
07/16 **HEARTWORM TEST**

Reminders for: **Olympia 124-18**

Last done

12/20 Consultation/Exam- Bi-annual
12/19 CANINE RABIES / 3 YEAR
07/19 Canine Kennel Cough Vacc -1 ye
07/19 FECAL EXAM
07/16 **HEARTWORM TEST**

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



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

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

Printed: 01-15-19 at 4:02p
Date: 01-15-19
Account: 19984
Invoice: 698435

Date	For	Qty	Description	Price	Discount	Net Price
01-10-19	Minnie	1	Weight Monitoring			0.00
01-11-19		1	CONSULT / EXAM - Sick	69.50	38.25	31.25 **
01-11-19		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
01-11-19		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	110.00	69.75	40.25 **
01-11-19		4	Shelter board medical alert k9	206.00	103.00	103.00 **
01-11-19		1	X-RAY SURVEY RADS	250.00	125.00	125.00 **
01-11-19		1	OSHA Compliance Biohazards Fee	7.00	3.50	3.50 **
01-11-19		1	Sedation for Imaging	79.00	39.50	39.50 **
01-11-19		0.65	-HydromorphoneInject 2mg/ml Con			0.00
01-11-19		1	Clip and Prep Skin 2S	54.50	27.25	27.25 **
01-11-19		1	Bandage- Medicated Wound Dress	54.50	27.25	27.25 **
01-11-19		28	Amoxicillin 250mg capsule #25158			22.59
01-11-19		14	Ciprofloxacin 250mg tablets #2515	28.61	22.39	6.22 **
01-11-19		14	Vetprofen Tablets 75mg Individual	28.61	21.89	6.72 **
01-13-19		1	FECAL PARASITE SCREEN + Gia	48.50	24.25	24.25 **
01-13-19		1	Culture Aerobic M020	110.00	55.00	55.00 **
Veterinarian Interpretation +/- Consult						
01-13-19		1	OSHA Compliance Biohazards Fee	7.00	3.50	3.50 **
01-14-19		1	No Ova Seen			0.00
01-15-19	River 122-18	1	Weight Monitoring			0.00
01-15-19		1	OHE Canine - Town of Newburgh	130.00	30.25	99.75 **
01-15-19		1	Anesthesia- Isoflurane	260.00	260.00	0.00 **
01-15-19		1	---BloodPressureMonitoring w/anes			0.00
01-15-19		1	---PulseOximeterMonitoring w/Ane			0.00
01-15-19		1	-CapnographMonitoring w/Anesthe			0.00
01-15-19		1	----Recovery in Heated Cage			0.00
01-15-19		1	----Warm Water Blanket in Surgery			0.00
01-15-19		0.70	Hydromorphone 2mg/ml Inject/ml	37.77	37.77	0.00 **
01-15-19		2.50	Penicillin G Inject / ml Outpatient	31.45	31.45	0.00 **
01-15-19		1	Vetprofen Tablets 75mg Individual	18.34	18.34	0.00 **
01-15-19		0.50	TelazolInject Control Log / ml			0.00

4

01-15-19	1 CANINE RABIES / 1YEAR	35.00	18.50	16.50	** ✓
01-15-19	1 Canine Dist/A2/PI/Parvo1YR	31.00	16.50	14.50	** ✓
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis					
01-15-19	1 Canine Respiratory Complex- Bord	37.00	23.25	13.75	** ✓
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.					

Total charges, this invoice... 659.78
 **Total discount included: 996.59

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

Reminders for: **Minnie** (Weight: 41.6 lbs - 3y) Last done

01/21	Consultation/Exam- Bi-annual	
01/20	lyme,HW,Ehrlichia Accu Plus4(A)	01-11-19
07/19	FECAL EXAM	01-13-19
07/19	Canine Kennel Cough Vacc -1 ye	
05/16	CANINE RABIES / 1YEAR	
04/16	CANINE DIST/A2/PI/PARVOLEPTO1Y	

Reminders for: **River 122-18** (Weight: 49.5 lbs - 9m) Last done

03/23	Consultation/Exam- Bi-annual	
01/20	Canine Kennel Cough Vacc -1 ye	01-15-19
01/20	CANINE RABIES / 3 YEAR	
01/20	CanineDist/Aden/Para/Parvo/Lep	
12/19	lyme,HW,Ehrlichia Accu Plus4(A)	12-27-18
06/19	FECAL EXAM	
06/19	Spay your pet at 5-6 months	

Minnie's weight history (in lbs)

01-11-19	41.60
01-10-19	41.60

River 122-18's weight history (in lbs)

01-15-19	49.50
----------	-------

LIKE US ON FACEBOOK.COM!

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

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

12A



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

January 17, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Parkland Trust Fund

At this time, I would like to request a transfer be made from the Parkland Trust Fund to a Capital Project Account in the amount of \$1,300. This transfer will pay for the following expenses relating to the installation of informational signs around the trail at Chadwick Lake Park.

- 4 x 4 Posts - \$8.37 @ \$20 each \$ 167.40
- Stainless Steel Screws \$ 25.00
- 10 x 15 x 1/2 Signs w/Trail Map \$ 976.00
- 10 Bags Concrete \$ 50.00
- \$1,218.50

This project will not exceed the \$1,300 requested transfer. Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

12B



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

January 17, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Stage Request

We are submitting for your approval the attached message from Orange County Parks requesting the use of the mobile stage for their concerts to be held at Algonquin Park as follows:

Saturday, June 29
Saturday, July 20
Saturday August 3
Saturday, August 17

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

Donna

From: Robert Petrillo <commissioner@townofnewburgh.org>
Sent: Wednesday, January 16, 2019 11:50 AM
To: Donna Burgess
Subject: Fwd: Orange County Summer Concert Series...

We should send this request to the board 😊

Sent from my iPhone

Begin forwarded message:

From: "Quinlisk, Tom" <TQuinlisk@orangecountygov.com>
Date: January 16, 2019 at 11:41:59 AM EST
To: "commissioner@townofnewburgh.org" <commissioner@townofnewburgh.org>
Subject: Orange County Summer Concert Series...

Rob;

As I mentioned to you the other day, our department will be offering a summer concert series this year. Four of the concerts will be held at Thomas Bull Memorial Park and four of the concerts will be held at **Algonquin Park** in the Town of Newburgh.

We are requesting use of your portable stage for the (4) concerts scheduled at **Algonquin Park**. The concert schedule is as follows:

Saturday, June 29 *Evan Teatum & Friends*
Saturday, July 20 *The Barrel House Blues Band*
Saturday, August 3 *(Band TBA)*
Saturday, August 17 *Tim Urban (American Idol)*

Each concert will be from 5:00 – 7:00 p.m. Admission is free.

We plan to situate the stage next to the small pavilion in Algonquin Park. Transporting the stage to that location and readying it for each show could be handled by our park maintenance staff, if that is what you and the town prefer. You had mentioned that there is a (separate) tent/cover that can be rented to provide a "roof" for the stage and keep the performers and their equipment protected in the event of rain. Please note we will not be using this tent/cover for the stage. All the concerts will be rain-or-shine events and, if we do get inclement weather for any of the shows, our rain plan is to move the band underneath the small pavilion on-site and use the pavilion as our stage area.

If you prefer your maintenance staff to transport and set-up the stage for each of the shows, please note we would need the stage on-site by 1:00 p.m., for each concert date.

I will be on-site for each concert managing all aspects of the event. Also, the park maintenance leader at Algonquin Park, Daryl Capozzoli, will be involved and assisting me with the concert series.

If you have any questions or concerns, please contact me at your convenience. Thank you for your consideration!

Tom Quinlisk, Orange County Parks

457-4910

TQuinlisk@orangecountygov.com

p.s. Please note I just recently moved into a new office and my office phone has yet to be hooked-up so, for the time being, the best way to reach me is via e-mail.

This message has been scanned for malware.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

12C and 12D

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

February 6, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Part Time and Seasonal Laborers

At this time, I would like to request approval to move Michael Black from his current Seasonal Laborer position to the Part Time Laborer position left vacant by Mr. William Overton's recent resignation. The salary for this position is in the 2019 budget. } 12C

Upon approval of this move, we would like to get Board approval to hire a Seasonal Laborer to replace Mr. Black. } 12D

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

12E

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

February 6, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Chauffeur Salary

The Recreation Department is currently experiencing difficulty securing Senior Van and Dial-A-Bus drivers due to the CDL licensing requirement and the current starting salary. At this time, we are requesting the salary be raised to \$18.25 so we can be competitive with neighboring Towns and other local bus companies.

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

February 6, 2019

TO: Gil Piaquadio, Supervisor
CC: R. Clum, Accounting
FROM: Robert J. Petrillo, Commissioner
RE: Recreation - 2018 Budget Transfer

At this time we are requesting a budget transfer of \$14,500 from A.6773.5100 Program for Aging – Payroll to A.5630.5200 Dial-A-Bus - Equipment.

This transfer will cover the local share reimbursement amount for the two Dial-A-Bus program buses purchased thru the Orange County Department of Planning.

Regards,

Robert J. Petrillo
Commissioner



Steven M. Neuhaus
County Executive

Orange County Department of Planning

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

David E. Church, AICP
Commissioner
www.orangecountygov.com/planning
planning@orangecountygov.com

February 1, 2019

Robert Petrillo
Town of Newburgh Recreation
311 Route 32
Newburgh, NY 12550

Dear Mr. Petrillo,

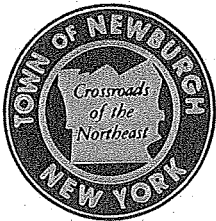
Enclosed you will find a voucher in the amount of \$14,330.38 representing the local share reimbursement amount for the (2) buses The Town of Newburgh received in December of 2018.

Feel free to contact me at 615-3866 should you have any questions.

Sincerely,

Carrie Scali
Planning Assistant

Enclosure



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor and Town Board
From: Ronald E Clum, Town Accountant
Date: January 31, 2019
RE: Budget Adjustments

Upon reviewing the year end budget status report for the town, I noticed that the following budget adjustments should be made in order for these accounts not to be over-budget. Please approve at your next board meeting.

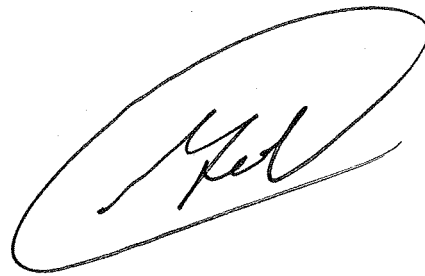
Respectfully,

RC

FROM ACCOUNT		TO ACCOUNT	Dollar Amount
Account Description/ Account Name	Account Number/ Account Name		
A.1990.5499 Contingency Account	A.1621.5200 B&G Old Town Hall -Equipment	\$	7,400.00
F.8330.4002.5100 Payroll	F.8330.4002.5100 Water- InterGovt Admin	\$	24,000.00

Data Processing Hiring of Consultant

I am requesting we hire Charles River Associates as a consultant for our computer security at a cost not to exceed \$ 10,000 from account 001.1680.0497

A handwritten signature in black ink, enclosed within a large, hand-drawn oval. The signature is stylized and appears to be the initials 'M. Fed'.

Privileged and Confidential

Via Email

January 23, 2019

Carolyn Purwin Ryan
Cipriani & Werner PC
450 Sentry Parkway
Suite 200
Blue Bell, PA 19422

RE: Professional Services to Cipriani & Werner on behalf of Town of Newburgh (NY)

Dear Ms. Ryan :

This letter is to confirm that effective January 23, 2019, Cipriani & Werner PC ("Counsel" or "you"), acting on behalf of your client, Town of Newburgh (NY) ("Client" or "your client"), has retained Charles River Associates ("CRA") to provide professional services.

In establishing and maintaining good relationships with our clients, we have found it important to provide each client with a statement of our engagement practices and billing policies. These practices and policies are set forth in our Terms and Conditions, which are incorporated herein by reference, and which are intended to safeguard our client information, establish reasonable fees for our services, and provide for the billing and collection of those fees in a timely manner.

CRA will provide its services hereunder on a time and materials basis, and will invoice for actual hours worked and expenses incurred. Our professional fees for Phases I through III will not exceed the \$19,500, as outlined in the attached Statement of Work, without prior written approval, with email being deemed sufficient. Expenses are in addition, and will be passed through at cost. CRA's professional fees for additional services will depend on the outcomes of the preceding phases, and will be determined at a later date, with email confirmation deemed sufficient.

All invoices will be submitted to the Client, with an informational copy to Counsel and Insurance Carrier, for payment. Although CRA has been retained by Counsel to provide consulting services with respect to matters pertaining to the Client, we recognize that the Client is responsible for payment. CRA will look to Counsel for assistance in collection of all fees owed to CRA by the Client.

If the above meets with your approval and your client has agreed to our retention, please sign and date a copy of this letter and return it to me. Thank you for your confidence in our ability to assist you and your client. We look forward to working with you.

Sincerely yours,

Charles River Associates

Andy Obuchowski
Vice President

Enclosure

Accepted by:

Cipriani & Werner PC

Signature

Carolyn Ryan Purwin, Partner

Print Name and Title

Date

Accepted by:

Town of Newburgh (NY)

Signature

Print Name and Title

Date

Name and Address of Individual Designated to Receive and Approve Invoices:

Name

Address

Email

Terms and Conditions

Confidentiality

All of CRA's work for clients is confidential. CRA staff members and consultants have signed confidentiality agreements and are obligated not to disclose any confidential information or documents used or obtained in the course of our work. This obligation of confidentiality does not apply to data or information which: (1) is or becomes generally available to the public other than as a result of a disclosure by CRA or any of its representatives; or (2) was in CRA's possession prior to the time it was disclosed to CRA by you or your client; or (3) is disclosed to CRA by a third party who is under no obligation of confidentiality to you or your client. Should CRA be compelled by any valid court or administrative order to disclose any confidential information held in connection with this engagement, we will first notify you and will cooperate, to the extent practicable, with any attempts to legally limit or avoid such disclosure.

CRA's work will be conducted at your direction, as Counsel to Client, to assist you in providing legal advice to Client. CRA's work is to assist Counsel and Client with privileged consultation and analysis in the above-referenced matter and to perform such other tasks as may be identified during the course of this engagement. Therefore, CRA understands that information and materials received from Counsel or Client, or generated by CRA, are expected to be protected by the attorney-client privilege and/or attorney work product doctrine. As such, all communications between and among CRA, Counsel, or Client, either oral or written, as well as any materials or information developed or received by CRA pursuant to this arrangement will be treated as confidential. CRA agrees, subject to applicable law or court order, not to disclose any of our communications, or any of the information CRA receives or develops in the course of its work for you, to any other person or entity without your written authorization.

Relationship

The role of CRA is solely that of an independent contractor. In no event shall this agreement or any work performed by CRA create a relationship of principal and agent, partnership or joint venture, or any fiduciary relationship between the parties.

Under this agreement, CRA will provide consulting services and will report on the progress of our work, either orally or, if requested, in written form. CRA will offer independent, objective opinions and analysis. Counsel confirms that the Client has authorized Counsel to enter into this agreement with CRA on behalf of the Client. CRA shall perform services at the direction of Counsel without further confirmation from the Client. Counsel shall bear the responsibility of keeping the Client apprised of CRA's efforts.

Client will from time to time provide to us such information and documentation as we may request to comply with our obligations under applicable anti-money laundering or similar legislation in any relevant jurisdiction.

Use of Deliverables

CRA may provide deliverables, including tangible, written, branded materials or oral advice, to Counsel and to Client for their sole internal use and benefit pursuant to a client relationship with you. Counsel and Client may in turn provide CRA deliverables to the Insurance Carrier. Beyond the Insurance Carrier, the deliverables are not for a third party's use, benefit or reliance, and CRA disclaims any contractual or other responsibility or duty of care to others based upon deliverables or advice we provide. Except as contemplated below, neither Counsel nor Client shall discuss the services performed or make the deliverables available to any third party, or otherwise disclose the

deliverables without CRA's prior written consent, other than to a regulatory agency (or designee thereof) with jurisdiction over Client.

If any of Client's third party professional advisors (including accountants, attorneys other than Counsel, financial and other advisors), in providing advice or services to Client, has a need to receive the deliverables and is acting for the benefit and on behalf of Client, Client may provide the deliverables to such professional advisors provided that such advisors agree: (i) that CRA did not perform the services or prepare deliverables for such advisors' use, benefit or reliance and CRA assumes no duty, liability or responsibility to such advisors; and (ii) to not disclose the services or provide the deliverables to any other party without CRA's prior written consent. CRA deliverables may not, without prior written consent from CRA's General Counsel, be provided or disclosed to any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the services or any parties which have or may obtain a financial interest in the Client or an anticipated transaction.

Counsel and/or Client may disclose materials that do not contain CRA's name or other information that could identify CRA as the source (because Client subsequently removed identifying information) to any third party if Client accepts and represents them as its own and makes no reference to CRA in connection with such materials.

Client shall indemnify and hold CRA harmless from and against any and all third-party claims, losses, liabilities, and damages arising from or relating to the services performed and deliverables under this engagement letter, except to the extent finally determined to have resulted from CRA's gross negligence or intentional misconduct relating to such services performed and/or deliverables.

Data Handling

Any nonpublic information you or your client have supplied to CRA will be kept confidential with at least the same degree of care as we use for our own materials. It is Client's obligation to inform CRA at the outset of the engagement of any special data handling, storage, or destruction requirements. CRA shall take appropriate steps to accommodate your data handling, storage, and destruction needs on the understanding that certain measures may incur additional expense, which shall be borne by your client. Unless other terms are agreed or there is an order or other legal requirement to the contrary, upon the conclusion of the provision of services under this retention, CRA may destroy or return to you or your client all information related to this retention (hard-copy or electronic). CRA reserves the right to bill your client for such destruction or re-delivery activities. CRA reserves the right to maintain copies (at its expense) of such material as it deems necessary for administrative, legal, or regulatory purposes. The terms of this paragraph shall survive the termination and/or the expiration of this agreement. By accepting these terms, Counsel and Client hereby provide consent for CRA to obtain, store and process any personally identifiable information acquired by in this engagement.

Liability

Except for the intentional misconduct, gross negligence or breach of confidentiality, the total liability of CRA shall be limited to the greater of (i) \$30,000 or (ii) the total amount of fees paid to CRA under this engagement. Under no circumstances shall CRA be liable for any (1) loss of profits; (2) loss of sales; (3) loss of turnover; (4) loss of or damage to business; (5) loss of data; (6) business interruption; (7) wasted management or other staffing; (8) loss of customers. For the purposes of this paragraph, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss. None of the foregoing exclusions and limitations on liability shall apply in respect of (a) liability in negligence causing personal injury or death; (b) liability for fraudulent misrepresentation; or (c) any other liability which cannot by law be excluded or limited (as appropriate). The terms of this paragraph shall survive termination and/or the expiration of this agreement.

Billing and Payment

The fees Client agrees to pay CRA will be set forth in each Statement of Work.

CRA may need to store and maintain certain Client data in connection with providing Services to Client (e.g. forensic images and evidence, preservation copies of electronically stored information, structured data stored in SQL and restored databases). After 60 days, stored Client data will be billed at \$10.00 per gigabyte per month, but no less than \$250 per month. Standalone data storage drives, if needed, will be billed at a flat rate of \$150 each.

Any taxes applicable to CRA's provision of services or delivery of goods under this engagement will be invoiced to and payable by Client, with the exception of taxes on CRA's income.

Client understands and agrees that CRA is an independent consultant and that CRA's fees and are not in any way contingent upon the outcome of the matter. All invoices are due and payable upon receipt. CRA reserves the option to charge interest on invoices that are outstanding more than sixty (60) days, at a rate equal to the lower of 1.5 percent per month or the maximum rate permitted under applicable law. The obligation to pay CRA's fees and expenses is not contingent upon the results of the services or any suit or matter in connection with which the services are provided. Any objection with respect to CRA's invoices must be made by Client in writing within five (5) business days following receipt of the invoice to which objection is made. CRA reserves the right to suspend and/or terminate services, withhold any report or deliverable, and to prohibit the client from using or permitting the use of any report or any portion thereof until all of CRA's fees and expenses incurred to date have been paid in full. CRA may request a retainer at any time. CRA's hourly rates and costs are subject to periodic change. From time to time you or your client may ask CRA to provide estimates of the likely costs of the engagement or of a particular phase or period of work. You and your client agree that (1) these estimates are provided for your own internal budgeting processes, (2) your client will remain responsible for CRA's fees on a time and materials basis in the event that they exceed any estimate that we have given; and (3) these estimates are not binding on CRA unless CRA agrees in writing as an amendment to this agreement that such estimates shall be binding. Independent contractors or subcontractors may be utilized from time to time at the applicable rates set forth above.

Miscellaneous

In the event that CRA is required to undertake collection efforts for unpaid invoices, Client shall also be responsible for payment of CRA's reasonable attorneys' fees and costs associated therewith. If CRA is required by government regulation, protective order, subpoena, or other similar legal requirement that may arise during or after the pendency of this agreement, to produce or destroy documents or provide personnel as witnesses with respect to the services or this agreement, CRA shall be reimbursed for its professional time and expenses, as well as reasonable attorneys' fees and expenses, including the allocable cost of in-house counsel, incurred in responding to such requests.

Neither Client nor CRA shall be liable in damages or have the right to terminate this agreement for any delay in performing hereunder if such delay is caused by conditions beyond its reasonable control or ability to avoid or prevent, including, but not limited to acts of God, government restrictions, wars (declared or undeclared), acts or threats of terrorism, pandemic, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Client may not use the name, trade name or mark of CRA, any of its subsidiaries or its employees in any marketing or similar promotional materials, including websites or press releases without the express written consent of CRA, unless required by law.

The parties to this agreement hereby submit to the personal jurisdiction of the courts of the State of California, agree that any dispute that may arise in connection with this agreement shall be

resolved by the courts of the State of California, and governed under the laws of the State of California without regard to conflicts of laws. The parties to this agreement hereby waive the right to a trial by jury on any matters arising under or related to this agreement. Charles River Associates is a registered trade name of CRA International, Inc., which is the entity being retained herein.

Proprietary Rights

Client acknowledges that CRA and its business partners have proprietary or licensed tools, templates, methods, and know-how, pre-existing or otherwise, including generalized enhancements and derivatives thereto ("CRA Property"), and that such CRA Property is and shall be the exclusive property of CRA or its suppliers, as the case may be. CRA Property shall also include all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto. Client may use CRA Property only in connection with the authorized purposes of this Letter and any Work Order or SOW hereunder. CRA retains ownership and all intellectual property rights to anything pre-existing, developed, or delivered under any Work Order or SOW and Client shall obtain no such ownership or other property rights thereto. Client agrees that its right to use CRA Property may be subject to and limited by agreements between CRA and third parties whose intellectual property has been incorporated into the CRA Property.

Warranties, Disclaimers, and Exclusive Remedies

CRA warrants that the services will be provided in a workmanlike manner consistent with industry standards. Client expressly agrees and acknowledges that use and acceptance of the services is at Client's sole risk. For any breach of this services warranty, Client's exclusive remedy, and CRA's entire liability, shall be the re-performance of the deficient services, or if CRA determines it cannot materially correct a breach in a commercially reasonable manner, CRA or Client may terminate the engagement and Client's sole remedy is to recover the fees paid to CRA for the deficient services, provided Client notified CRA of any problems or deficiencies within ten (10) business days after becoming aware of the deficient performance of the applicable services.

To the maximum extent permitted by law, this warranty is exclusive and CRA makes no other, and expressly disclaims any and all express or implied warranties or conditions, including but not limited to warranties of merchantability, fitness for a particular purpose, durability, title, accuracy, and non-infringement.

No oral or written information or advice given by CRA or any of its authorized representatives shall create any other warranties or in any way increase the scope of CRA's obligations hereunder.

Termination

Either Client or CRA may terminate this agreement without cause at any time immediately upon written notice. Upon termination, Client agrees to: (i) pay all fees and expenses CRA has incurred or earned through the effective date of termination (partially completed fixed fee engagements will be billed on a time and materials basis), as well as reasonable costs directly related to CRA's termination; (ii) remove from CRA's premises all property Client owns; and (iii) return to CRA all software, access keys, confidential information, and any other property provided to Client by CRA.

If either Client or CRA breaches a material term of this agreement and fails to correct the breach within thirty (30) days of written notice of and specification of the breach, the other party may terminate this agreement and/or the affected services. If services are ended as specified in the preceding sentence, Client must pay within thirty (30) days all amounts which have accrued as well as all sums remaining unpaid for services received plus related taxes and expenses. Except for nonpayment of fees, each party agrees to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Provisions that survive termination or expiration include those relating to

limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

Entire Agreement

This agreement and attached Statement of Work constitutes the complete and exclusive statement of the parties in relation to the subject matter hereof; sets forth all obligations of the parties in relation to the subject matter hereof; supersedes all prior or simultaneous written or oral proposals, estimates and understandings relating thereto, all of which are expressly excluded.

TO: Carolyn Purwin Ryan, Cipriani & Werner PC
FROM: Andy Obuchowski, Charles River Associates
DATE: January 23, 2019
SUBJ: Statement of Work for Town of Newburgh (NY)

The following Statement of Work is prepared under the direction of Cipriani & Werner PC ("Counsel") for Town of Newburgh (NY) ("Client") to conduct digital forensics and incident response services support. Fee estimates are based on current information supplied to Charles River Associates ("CRA") and our understanding of the objectives for this project.

Our fees for the services described in this Statement of Work will be based upon actual time and material but not to exceed the Total Estimated Fees without prior written approval.

Phase I – Scoping Calls, Evidence Collection/Preservation, Secure File Transfer, Status Updates
Estimated Timeframe – Two Days

Conduct a "kick-off" call with Client to obtain detailed information surrounding the information security incident and the IT infrastructure to identify potential sources of evidence (electronic and paper). Following industry standards, forensically preserve and collect electronically stored information for further analysis.

CRA will also provide an evidence collection script/forensic imaging kit to gather forensic evidence from up to forty (40) computer systems that will be used for further analysis, as needed.

Provide feedback and suggested next steps through status update calls.

Client Assumptions

- Provide access to individuals with knowledge/access to key computer systems and evidence sources. These evidence sources may include:
 - o Available computer system(s), incident documentation, and available system backups

Phase II – Forensic Analysis – Identification of Unauthorized Access
Estimated Timeframe – Three to Five Days

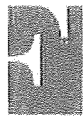
CRA will perform a thorough analysis of relevant evidence to identify potential unauthorized access or egress of sensitive information. CRA will also conduct a review of available network, system and application log files for evidence of unauthorized access to the network, computer systems, and/or electronically stored information. Identify and develop a timeline of events and determine the potential compromise of other network resources.

Identify and develop a timeline of events and determine the potential compromise of other network resources based on the analysis of the computer systems and additional logging data.

Phase III – Reporting
Estimated Timeframe – Seven to Ten Days

If requested and under direction of counsel, CRA will prepare a draft executive summary that may include scope of services provided, start/end date of the project, project summary, and detailed conclusions. Technical and confidential data will not be referenced within this summary.

Total Estimated Fees for Phases I to III: \$15,500--\$19,500



Attorney-Client privileged
MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2015, 2016, 2017 AND
2018);
ECONOMY INN (ROUTE 9W AND FOSTERTOWN ROAD)
OUR FILE NO. 800.24

DATE: FEBRUARY 5, 2019

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

ATTORNEYS

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

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Consent Order and Judgment and charts showing the claimed refund liability and the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a map showing the location of the tax parcels which are the subject of the proceedings, one parcel containing a motel on Route 9W and the second containing a dwelling on Fostertown Road.

The settlement provides for reduction in the assessed value of the motel parcel for 2015 by \$84,000 from \$350,500 to \$266,000; for 2016 by \$67,760 from \$350,000 to \$282,240, for 2017 by \$74,480 from \$350,000 to \$275,520 and by \$78,000 for 2018 from \$350,000 to \$272,000. The residential parcel will receive no reduction. The consent Order and Judgment specifies that the provisions of RPTL Section 727 applies, meaning that the 3 year hold on Assessed Value, subject to the statutory exceptions and on further petitions will be in place. The charts indicate that the refund liability for the Town (including Highway but not including special districts and the Fire District) for the reductions would be approximately \$3,979.71 versus claimed liability of \$19,953.53.

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

cc: Hon. Andrew J. Zarutskie, Town Clerk
Lori Coady, Assessor (via e-mail)
Deborah Smith, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)



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

28 SECOND STREET
TROY, NY 12180
PHONE: (518) 274-5820
FAX: (518) 274-5875

7 AIRPORT PARK BOULEVARD
LATHAM, NY 12110
PHONE: (518) 783-3843
FAX: (518) 783-8101

511 BROADWAY
SARATOGA SPRINGS, NY 12866
PHONE: (518) 584-8886

www.joneshacker.com

PLEASE REPLY TO:

Latham

January 28, 2019

VIA E-MAIL - mtaylor@riderweiner.com

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

Re: Economy Inn v. Town of Newburgh
Index Nos. 2015-5451, EF004499-2016, EF005471-2017, EF007253-2018
Our File No. 5018.131

Dear Mr. Taylor:

Attached please find the proposed Consent Order and Judgment relative to the above-referenced proceedings. There are currently four years pending in these proceedings., which were filed on two (20 parcels).

The first parcel (43-1-8) is the Economy Inn located at 5155 Route 9W. There are 27 rentable rooms and a night manager's unit. The motel offers limited amenities. The FMV of the property is \$921,053 in 2015, \$972,222 in 2016, \$1,016,260 in 2017, and \$1,029,412 in 2018. After review of the discovery documents provided, including federal tax returns and a financial appraisal valuing the property as of October 2014, a settlement was negotiated. The proposed settlement reduces the assessments to an equalized FMV of \$700,000 in 2015, \$784,000 in 2016, \$800,000 in 2017 and 2018. The 2018 assessed value as reduced will be held for 2019, 2020 and 2021 pursuant to the statute, subject to the usual exceptions.

The second parcel (43-2-7) is a single-family home located at 22 Fostertown Road (adjacent to the motel). The FMV of this parcel is \$187,632 in 2015, \$198,056 in 2016, \$207,027 in 2017 and \$209,706 in 2018. There is no reduction to the assessment for this this parcel.

These proceedings are on the calendar for February 2019 when, if not settled, the Judge is going to set an appraisal exchange date and trial date. Considering the cost of an appraisal and future litigation, Lori and I feel that this is a good settlement.

I have attached for your review a copy of the refund liability charts, which show the potential liability versus the proposed settlement refund liability.

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board meeting for approval. Once the Resolution passes, please let me know and I will sign and forward the Order and Judgment to the petitioner's attorney for signing and filing.

Mark C. Taylor, Esq.

January 28, 2019

Page 2

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By: 

Cathy L. Drobny

cdrobny@joneshacker.com

Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Lori Coady, Assessor
Gilbert Piaquadio, Supervisor

At a Special Condemnation and Tax Certiorari Term of the Supreme Court of the State of New York, held in and for the County of Orange, Goshen, New York, on the day of , 20 .

PRESENT:

HON. CATHERINE M. BARTLETT, A.J.S.C.
Justice.

-----X
In the Matter of

CONSENT ORDER & JUDGMENT

ECONOMY INN,

Petitioner,

-against-

<u>Index No.</u>	<u>Assessment Year</u>
15-005451	2015
16-EF004499	2016
17-EF005471	2017
18-EF007253	2018

THE BOARD OF ASSESSORS AND/OR THE ASSESSOR OF THE TOWN OF NEWBURGH AND THE BOARD OF ASSESSMENT REVIEW,

Tax Map No.: 43/1/8; 7

Respondents.

and

NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Respondent-Intervenor.
-----X

The above petitioners having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the Town of Newburgh with respect to premises located at 5155 Route 9W, Newburgh, New York, also designated as Section 43, Block 1, Lot 8; and 22 Fostertown Road, Newburgh, New York, also designated as Section 43, Block 1, Lot 7, on the Official Assessment Map of the Town of Newburgh for the assessment years 2015, 2016

2017 and 2018, and

The issues of these proceedings having duly come on for trial at an IAS Term of this Court, and the petitioner having appeared by WARREN M. DUBITSKY, ESQ., of HERMAN KATZ CANGEMI & CLYNE, LLP, and the respondents having appeared by CATHY L. DROBNY, ESQ., of E. STEWART JONES HACKER MURPHY, LLP, Attorneys for the Town of Newburgh, and the respondent-interevenor having appeared by MARC E. SHARFF, ESQ., of SHAW PERELSON MAY & LAMBERT, LLP, and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced property be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

Assessment Year	Tax Map Number	Original Assessed Value	Reduction	Corrected Assessed Value
2015	43/1/8	\$350,000	\$84,000	\$266,000
2016	43/1/8	\$350,000	\$67,760	\$282,240
2017	43/1/8	\$350,000	\$74,480	\$275,520
2018	43/1/8	\$350,000	\$78,000	\$272,000

Assessment Year	Tax Map Number	Original Assessed Value	Reduction	Corrected Assessed Value
2015	43/1/7	\$ 71,300	\$-0-	\$ 71,300
2016	43/1/7	\$ 71,300	\$-0-	\$ 71,300
2017	43/1/7	\$ 71,300	\$-0-	\$ 71,300
2018	43/1/7	\$ 71,300	\$-0-	\$ 71,300

and so reduced and confirmed, it is further

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

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Newburgh Enlarged City School District, the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and are hereby directed and authorized to audit, allow and to pay to the petitioner the amount, if any, of State, County, Town, Judiciary, Sewer District and any special taxes paid by the petitioner as taxes against said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within ninety (90) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the Town of Newburgh, and/or any of the various taxing authorities, be made by check or draft payable to the order of HERMAN KATZ CANGEMI & CLYNE, LLP, as

attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED, that in the event that the taxes are unpaid and have already been billed for the Town of Newburgh in accordance with the original assessed valuation, the officer or officers having custody of said assessment rolls are hereby directed to forward to petitioner, care of HERMAN KATZ CANGEMI & CLYNE, P.C., attorneys for Petitioner, 538 Broadhollow Road, Suite 307, Melville, New York 11747, a new bill or bills, taxing said petitioners on the basis of the final total assessed valuation as herein provided, as well as recalculating any and all interest and penalties that might be due, and it is further

ORDERED AND DIRECTED, that the terms of R.P.T.L. §727 shall apply to this settlement in all respects for the 2019, 2020 and 2021 assessment years in the amount of \$272,000 for Lot 8 and \$71,300 for Lot 7, and it is further

ORDERED AND DIRECTED, that the parties have agreed that the assessment has been found to be unlawful, unequal, excessive or misclassified, and shall therefore be reduced for the 2018 assessment year. Upon final entry of the Consent Order & Judgment reducing said assessment, petitioner acknowledges that they will not file an RPTL Article 7 petition to review the assessment on such property for the 2019 through 2021 assessment years; the period set forth in RPTL §727. In the event, as a result of administrative delay or other reason, the assessment is not set at \$272,000 for Lot 8 and \$71,300 for Lot 7 for 2019 and a petition is filed, the Town may reduce the assessment to \$272,000 for Lot 8 and \$71,300 for Lot 7, and upon the assessment being reduced and a refund for overpaid taxes, if any, being paid, the Petitioner shall discontinue the tax review proceedings for the 2019 assessment year with prejudice. No further approval of the Board of Trustees shall be needed for the Town to carry out this provision. This provision shall survive the entry of the Order. This paragraph shall survive judgment, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

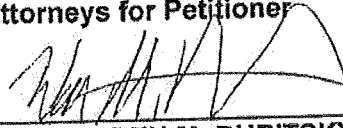
A.J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

E. STEWART JONES HACKER MURPHY, LLP
Attorneys for Respondents

By: CATHY L. DROBNY, ESQ.
7 Airport Park Boulevard
Latham, New York 12110
(518) 274-5820

HERMAN KATZ CANGEMI & CLYNE, LLP
Attorneys for Petitioner



By: WARREN M. DUBITSKY, ESQ.
538 Broadhollow Road, Suite 307
Melville, New York 11747
(631) 501-5011

SHAW PERELSON MAY & LAMBERT, LLP
Attorneys for Respondent-Intervenor

By: MARC E. SHARFF, ESQ.
115 Stevens Avenue
Valhalla, New York 10595
(914) 741-9870

Economy Inn v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate		Refund Liability
2015	43-1-8	\$ 350,000	\$ 266,000	38.00%	\$ 921,053	\$ 700,000	\$ 84,000	County	10.3172	\$ 866.64
								Town	9.34020	\$ 784.68
								Highway	4.15860	\$ 349.32
								Fire-Mi	4.2060	\$ 353.30
								Sp. Dist.	1.9401	\$ 162.97
								Library	3.181501	\$ 267.25
								Newburgh	73.273521	\$ 6,154.98
								School		
2015	43-2-7	\$ 71,300	\$ 71,300	38.00%	\$ 187,632	\$ 187,632	\$ -	County	10.3172	\$ -
								Town	9.34020	\$ -
								Highway	4.15860	\$ -
								Fire-Mi	4.2060	\$ -
								Sp. Dist.	1.9401	\$ -
								Library	3.181501	\$ -
								Newburgh	73.273521	\$ -
								School		
2016	43-1-8	\$ 350,000	\$ 282,240	36.00%	\$ 972,222	\$ 784,000	\$ 67,760	County	10.7286	\$ 726.83
								Town	8.9568	\$ 606.91
								Highway	4.7918	\$ -
								Fire-Mi	3.722	\$ 252.20
								Sp. Dist.	1.557	\$ 105.50
								Library	3.393216	\$ 229.92
								Newburgh	75.038340	\$ 5,084.60
								School		
2016	43-2-7	\$ 71,300	\$ 71,300	36.00%	\$ 198,056	\$ 198,056	\$ -	County	10.7286	\$ -
								Town	8.9568	\$ -
								Highway	4.7918	\$ -
								Fire-Mi	3.722	\$ -
								Sp. Dist.	1.557	\$ -
								Library	3.393216	\$ -
								Newburgh	75.038340	\$ -
								School		
2017	43-1-8	\$ 350,000	\$ 275,520	34.44%	\$ 1,016,260	\$ 800,000	\$ 74,480	County	11.1261	\$ 828.67
								Town	9.2118	\$ 686.09
								Highway	5.2743	\$ 392.83
								Fire-Mi	3.7273	\$ 277.61
								Sp. Dist.	1.9316	\$ 143.87
								Library	3.472455	\$ 258.63
								Newburgh	75.922863	\$ 5,654.73
								School		
2017	43-2-7	\$ 71,300	\$ 71,300	34.44%	\$ 207,027	\$ 207,027	\$ -	County	11.1261	\$ -
								Town	9.2118	\$ -
								Highway	5.2743	\$ -
								Fire-Mi	3.7273	\$ -
								Sp. Dist.	1.9316	\$ -
								Library	3.472455	\$ -
								Newburgh	75.922863	\$ -
								School		
2018	43-1-8	\$ 350,000	\$ 272,000	34.00%	\$ 1,029,412	\$ 800,000	\$ 78,000	County	11.0305	\$ 860.38
								Town	9.4132	\$ 734.23
								Highway	5.4584	\$ 425.76
								Fire-Mi	4.3312	\$ 337.83
								Sp. Dist.	1.8203	\$ 141.98
								Library	3.410414	\$ 266.01
								Newburgh	73.757176	\$ 5,753.06
								School		
2018	43-2-7	\$ 71,300	\$ 71,300	34.00%	\$ 209,706	\$ 209,706	\$ -	County	11.0305	\$ -
								Town	9.4132	\$ -
								Highway	5.4584	\$ -
								Fire-Mi	4.3312	\$ -
								Sp. Dist.	1.8203	\$ -
								Library	3.410414	\$ -
								Newburgh	73.757176	\$ -
								School		
								COUNTY		\$ 3,282.53
								TOWN		\$ 2,811.81
								HIGHWAY		\$ 1,167.91
								FIRE-MI		\$ 1,220.95
								SP. DIST.		\$ 554.32
								LIBRARY		\$ 1,021.81
								SCHOOL		\$ 22,647.37
								Total		\$ 32,706.70

Economy Inn v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate		Refund Liability
2015	43-1-8	\$ 350,000	\$ 35,000	38.00%	\$ 921,053	\$ 92,105	\$ 315,000	County	10.3172	\$ 3,249.92
								Town	9.34020	\$ 2,942.16
								Highway	4.15860	\$ 1,309.96
								Fire-Mi	4.2060	\$ 1,324.89
								Sp. Dist.	1.9401	\$ 611.13
								Library	3.181501	\$ 1,002.17
								Newburgh School	73.273521	\$ 23,081.16
2015	43-2-7	\$ 71,300	\$ 7,130	38.00%	\$ 187,632	\$ 18,763	\$ 64,170	County	10.3172	\$ 662.05
								Town	9.34020	\$ 599.36
								Highway	4.15860	\$ 266.86
								Fire-Mi	4.2060	\$ 269.90
								Sp. Dist.	1.9401	\$ 124.50
								Library	3.181501	\$ 204.16
								Newburgh School	73.273521	\$ 4,701.96
2016	43-1-8	\$ 350,000	\$ 35,000	36.00%	\$ 972,222	\$ 97,222	\$ 315,000	County	10.7266	\$ 3,378.88
								Town	8.9568	\$ 2,821.39
								Highway	4.7918	\$ -
								Fire-Mi	3.722	\$ 1,172.43
								Sp. Dist.	1.557	\$ 490.46
								Library	3.393216	\$ 1,068.86
								Newburgh School	75.038340	\$ 23,637.08
2016	43-2-7	\$ 71,300	\$ 7,130	36.00%	\$ 198,056	\$ 19,806	\$ 64,170	County	10.7266	\$ 688.33
								Town	8.9568	\$ 574.76
								Highway	4.7918	\$ 307.49
								Fire-Mi	3.722	\$ 238.84
								Sp. Dist.	1.557	\$ 99.91
								Library	3.393216	\$ 217.74
								Newburgh School	75.038340	\$ 4,815.21
2017	43-1-8	\$ 350,000	\$ 35,000	34.44%	\$ 1,016,260	\$ 101,626	\$ 315,000	County	11.1261	\$ 3,504.72
								Town	9.2118	\$ 2,901.72
								Highway	5.2743	\$ 1,661.40
								Fire-Mi	3.7273	\$ 1,174.10
								Sp. Dist.	1.9316	\$ 608.45
								Library	3.472455	\$ 1,093.82
								Newburgh School	75.922863	\$ 23,915.70
2017	43-2-7	\$ 71,300	\$ 7,130	34.44%	\$ 207,027	\$ 20,703	\$ 64,170	County	11.1261	\$ 713.96
								Town	9.2118	\$ 591.12
								Highway	5.2743	\$ 338.45
								Fire-Mi	3.7273	\$ 239.18
								Sp. Dist.	1.9316	\$ 123.95
								Library	3.472455	\$ 222.83
								Newburgh School	75.922863	\$ 4,871.97
2018	43-1-8	\$ 350,000	\$ 35,000	34.44%	\$ 1,016,260	\$ 101,626	\$ 315,000	County	11.0305	\$ 3,474.61
								Town	9.4132	\$ 2,965.16
								Highway	5.4584	\$ 1,719.40
								Fire-Mi	4.3312	\$ 1,364.33
								Sp. Dist.	1.8203	\$ 573.39
								Library	3.410414	\$ 1,074.28
								Newburgh School	73.757176	\$ 23,233.51
2018	43-2-7	\$ 71,300	\$ 7,130	34.44%	\$ 207,027	\$ 20,703	\$ 64,170	County	11.0305	\$ 707.83
								Town	9.4132	\$ 604.05
								Highway	5.4584	\$ 350.27
								Fire-Mi	4.3312	\$ 277.93
								Sp. Dist.	1.8203	\$ 116.81
								Library	3.410414	\$ 218.85
								Newburgh School	73.757176	\$ 4,733.00
								COUNTY		\$ 16,380.30
								TOWN		\$ 13,999.71
								HIGHWAY		\$ 5,953.82
								FIRE-MI		\$ 6,061.60
								SP. DIST.		\$ 2,748.60
								LIBRARY		\$ 5,102.71
								SCHOOL		\$ 112,989.59
								Total		\$ 163,236.34

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of February, 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 TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #43-1- 8 AND 43-2-7
ECONOMY INN
(5156 NYS ROUTE 9W AND 22
FOSTERTOWN ROAD)
INDEX NUMBERS 2015-005451, 2016-
EF00449; 2017-EF005471; 2018-EF007253

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

WHEREAS, Economy Inn (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a motel and related improvements located on a parcel of land on NYS Route 9W (Section 43-Block 1-Lot 8) and a single family residence located on a separate parcel of land on Fostertown Road (Section 43-Block 2-Lot 7) on the tax assessment rolls for the tax years 2015, 2016, 2017 and 2018; and

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

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

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

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

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

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

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

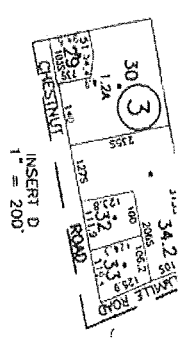
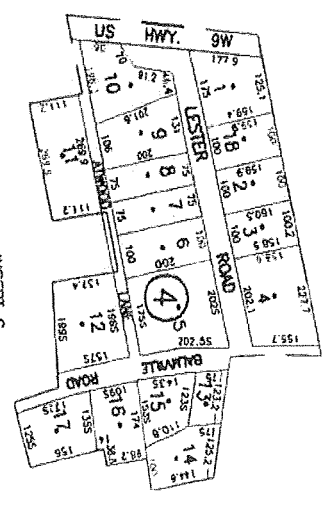
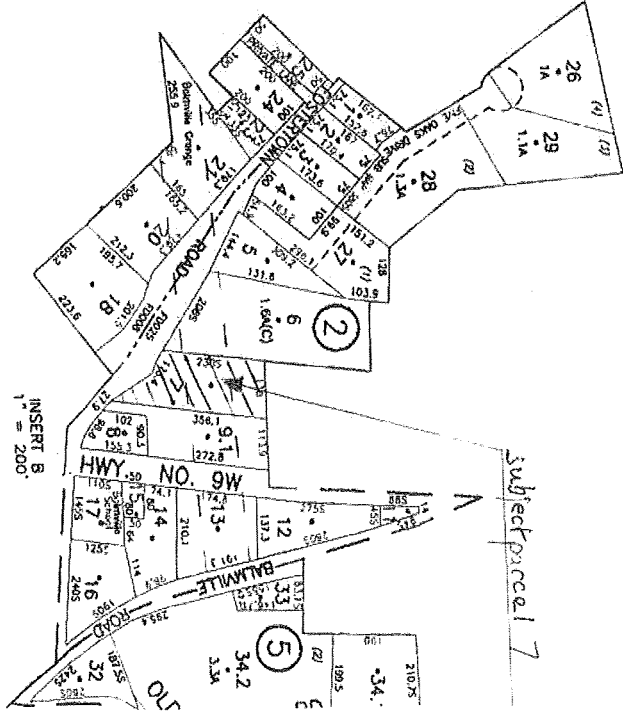
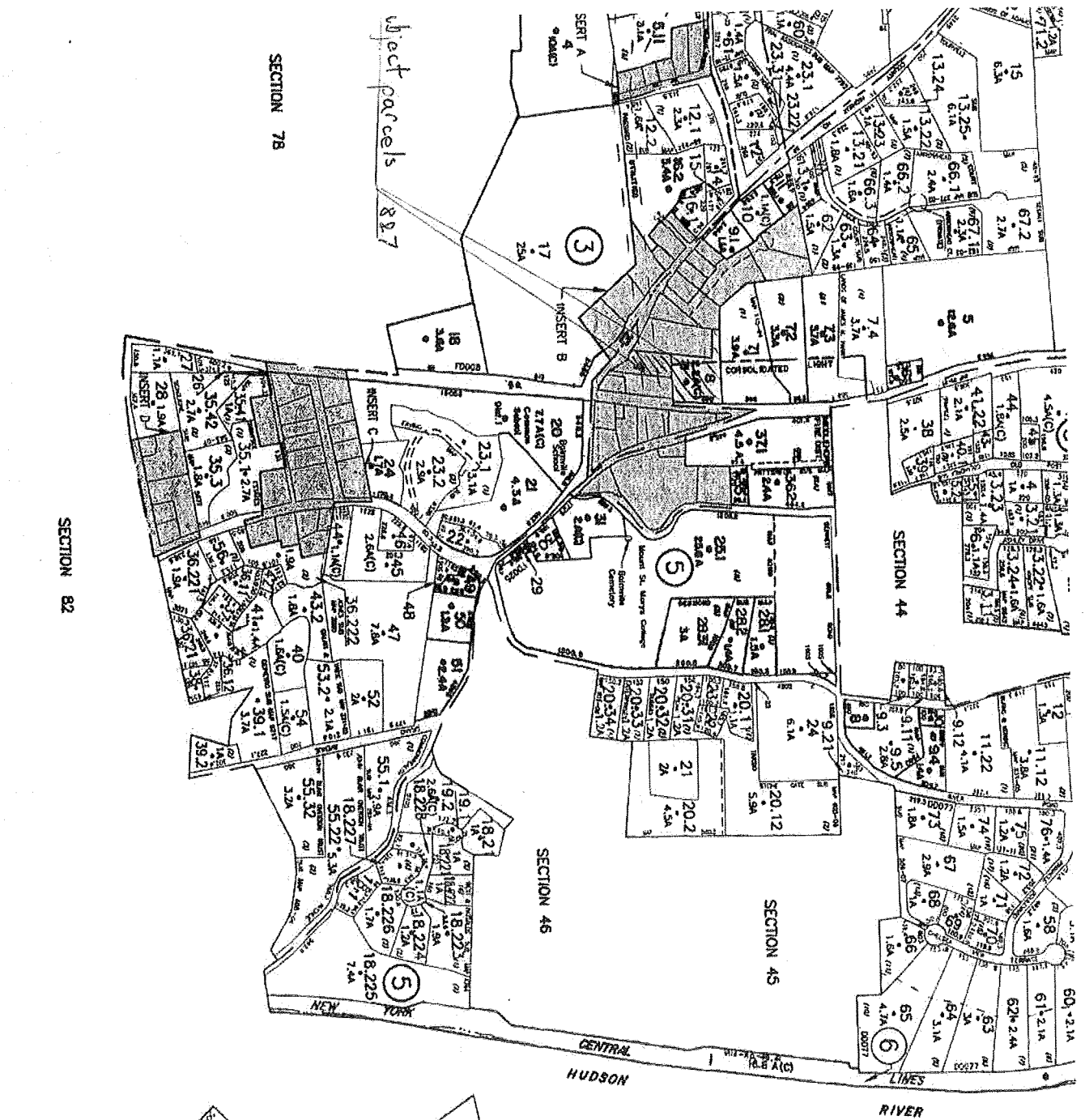
The resolution was thereupon declared duly adopted.

ORANGE COUNTY - NEW YORK



334600
 TOWN OF NEWBID
 Section No

Scale 1" = 400'
 Section No



INSERT B
1" = 200'

INSERT C
1" = 200'

INSERT D
1" = 200'



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent *(Signature)*
DATE: February 4, 2019
RE: Tree Cutting

Please award the bid for the Tree Cutting to the following vendor. Thanking you in advance.

Tree Cutting	Rockland Tree Expert	\$2,190.00 p/8 hr day Option A
	DBA Wicks Arborists	\$3,460.00 p/8 hr day Option B
		\$3,360.00 p/8 hr day Option C
		\$4,630.00 p/8 hr day Option C

MH/ch

SPECIFICATIONS AND
INSTRUCTIONS TO BIDDERS
FOR PROVIDING
TREE CUTTING
TO THE TOWN OF NEWBURGH, NEW YORK
HIGHWAY DEPARTMENT

SPECIFIC SPECIFICATIONS:

1. Tree cutting will be provided on an "as needed" basis during the period ending December 31, 2020.
2. At the option of the Town, the Bidder will furnish either:
 - a. Option A: one (1) bucket truck with a minimum of 75 ft. capability including one (1) operator and one (1) ground person, but no bunk truck, chip truck and chipper;
 - b. Option B: one (1) bucket truck with a minimum of 75 ft. capability including one (1) operator and one (1) ground person, and one (1) bunk truck and one (1) operator, but no chip truck and chipper;
 - c. Option C: one (1) bucket truck with a minimum of 75 ft. capability including one (1) operator and one (1) ground person, one chip truck and chipper with a minimum of 12 inch diameter capability and (1) operator, but no bunk truck; and
 - d. Option D: one (1) bucket truck with a minimum of 75 ft. capability including one (1) operator and one (1) ground person, one (1) bunk truck and operator and one (1) chip truck and chipper with a minimum of 12 inch diameter capability and (1) operator.
3. The Town of Newburgh Highway Department will provide flagmen & a dump site for all material.
4. Work hours are to be Monday through Friday; 7:00 A.M. – 3:00 P.M. and are to be considered "regular" work hours. No work will be done during regular scheduled holidays, weekends, and unforeseen closures.
5. Bid prices should incorporate all costs. No separate mobilization, transport or other charge is authorized.
6. Should a vendor wish to view the potential work locations before submitting a bid, the vendor should contact the Highway Department at (845) 561-2177 to schedule a tour. Appointments will be scheduled on a first-come, first-serve basis during regular workdays from 7:00 A.M. – 3:00 P.M.
7. All vendors must provide proof of insurance for all vehicles and employees while working on Town property. A certificate of insurance must be submitted by the awarded vendor to the Town Clerk before the start of work. This certificate of insurance must name the Town of Newburgh as an additional insured.
8. The Town of Newburgh expects all vendors to be familiar with all OSHA Safety Rules, Regulations, and Guidelines and adhere to all of these.

CompetitiveBid-TreeCuttingFina412 (1) 19-20 rebid from 18-19.doc

MEMORANDUM OF AGREEMENT

The Town of Newburgh (the "Town") and CSEA Local 1000, AFSCME, AFL-CIO, CSEA Town of Newburgh Unit, Orange County Local 836 (the "Union") are parties to a Collective Bargaining Agreement for the term January 1, 2016 – December 31, 2018 (the "Agreement"). The Town and the Union wish to modify the Agreement as follows:

1. The term of the successor Agreement will be January 1, 2019 – December 31, 2021.

2. Article I, Section 1.1 ("Recognition") and the "Town of Newburgh CSEA Step Grades By Title" will be amended to include the title of "full time Court Clerk" and to specifically exclude the title of "Clerk to the Town Justice" (See Attached Memorandum of Agreement of September 27, 2017). "Full time Court Clerk" will be subject to all of the terms and conditions of the Agreement except as may have been modified by the attached Memorandum of Agreement of September 27, 2017.

3. Article III, Section 3.1 D shall be amended to read:

Time clock scanners will be utilized.

(deleted word "palm")

4. Article III, Section 3.1 A will be amended as follows:

- Effective January 1, 2019, bargaining unit members will receive an increase of 2.5% on their December 31, 2018 hourly rate and an increase as stipulated in the salary step system.
- Effective January 1, 2020, bargaining unit members will receive an

increase of 2.5% on their December 31, 2019 hourly rate and an increase as stipulated in the salary step system.

- Effective January 1, 2021, bargaining unit members will receive an increase of 2.5% on their December 31, 2020 hourly rate and an increase as stipulated in the salary step system.

5. This Memorandum of Agreement contains the entire understanding by and between the parties as to modification to the Agreement.

6. The Union reserves the right to bring this tentative agreement to its membership for a ratification vote; the Town reserves its right to have this tentative agreement considered by the entire Town Board for a ratification vote.

AGREED TO this 18th day of December 2018.

TOWN OF NEWBURGH

By: [Signature]

By: _____

CSEA, TOWN OF NEWBURGH,
ORANGE COUNTY LOCAL #836

By: [Signature]
Rebecca Blum

By: [Signature]
William Healey

By: [Signature] III
Frank A. Maher III

By: _____

Attachment

NEWSTW 170234
Recognition of Clerks

AGREEMENT

WHEREAS, the Town of Newburgh (the "Town") and the CSEA, Local 1000, AFSCME, AFL-CIO, CSEA, Town of Newburgh, Orange County Local 836 (the "Union") are parties to a Collective Bargaining Agreement for the term January 1, 2016 through December 31, 2018 (the "Agreement"); and

WHEREAS, the Union seeks to include certain full time titles into the existing bargaining unit; and

WHEREAS, the Union filed a Petition in PERB Case Number CP-1545 for the inclusion of said titles; and

WHEREAS, the Town submitted a Response to said Petition; and

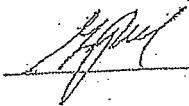
WHEREAS, the parties hereto wish to resolve all issues raised in the Petition and/or Response and agree as follows:

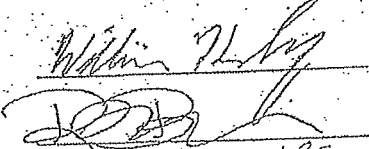
1. The Union will withdraw the Petition in PERB Case Number CP-1545 in writing, to the labor counsel for the Town.
2. The Town agrees that the title of full time Court Clerk (see attached job description) will be added to the titles included in the Union's recognition clause, found in Article 1, Section 1.1 of the Agreement.
3. The Town and the Union agree that the Civil Service exempt title of "Clerk to the Town Justice" will be specifically excluded from the bargaining unit and so noted in Article 1, Section 1.1 of the Agreement.
4. The Town and the Union agree to meet to address the terms and conditions of employment of the full time Court Clerk title and the applicability of the Agreement to said title.

AGREED, this ^{27th} day of September, 2017.

TOWN OF NEWBURGH

CSEA, TOWN OF NEWBURGH
UNIT





Rebecca Blum, LRS

Attachment: Court Clerk Job Description

COUNTY OF ORANGE
MUNICIPAL/SCHOOL
JOB CLASSIFICATION SPECIFICATION

TITLE #: 1185

CLASS TITLE: Court Clerk

DISTINGUISHING FEATURES OF THE CLASS: This work involves responsibility for participating in functions and activities relating to a court system where civil, criminal, and/or traffic cases are processed. Work is carried out in accordance with established procedures and involves the management of all court operations related to case processing. Work is performed under the general supervision of presiding judges with wide leeway permitted for the exercise of independent judgment in carrying out the details of the work. Direct supervision may be exercised over the work of subordinate employees. Does related work as required.

TYPICAL WORK ACTIVITIES:

- Receives and files summonses and traffic tickets in numerical or alphabetical order;
- Types court calendar and records disposition of cases on court records;
- Accepts fees, fines, and bail money in accordance with defined procedures and gives receipts;
- Balances a cash drawer and records actions and daily totals in a ledger book;
- Prepares deposit slips;
- Prepares file folders, files court papers according to an established system, and retrieves papers from file;
- Enters convictions on drivers' licenses and prepares reports to the Motor Vehicle Department and Department of Audit and Control;
- Receives, date stamps, sorts and distributes incoming mail;
- Responds to inquiries from other courts, government agencies and attorneys concerning court procedures;
- Responds to oral and written inquiries from the public concerning scheduling of cases and court procedures and practices;
- Performs a variety of miscellaneous clerical duties as required, such as typing, filing, and answering the telephone;
- May assign work, schedule completion dates, train and supervise subordinate staff.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of modern office management practices, procedures, and equipment; good knowledge of business arithmetic and English; ability to readily acquire familiarity with the laws, rules, regulations, policies and practices of the court system; ability to read and interpret a variety of written and numeric material including court documents and correspondence; ability to understand and follow oral and written instructions; ability to train, supervise and coordinate the activities of a subordinate staff; ability to handle sensitive matters on a confidential basis; clerical aptitude; good judgment; tact; courtesy; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma and two years of office clerical experience.

NOTE: In accordance with Public Officers Law, if it is determined by the municipality that holders of this title are Public Officers, the holders must be residents of the municipality in which they serve.

JURISDICTIONAL CLASS: Competitive when full-time, Non-competitive when part-time

ADOPTED: UNKNOWN
REVISED: 11/4/81
REVISED: 7/10/91
REVISED: 8/14/91
REVISED: 2/26/92
REVISED: 9/14/00 kmg
REVISED: 11/30/00 MF

Package Proposal Submitted by the Town of Newburgh for Settlement of the
Negotiations for Inclusion of
the Full Time Court Clerks in the Town of Newburgh Unit
of the Civil Service Employees Association,
Local 1000, AFSCME, AFL-CIO.
September 18, 2018

These proposals address the addition of a new position (Full Time Court Clerk) to the Agreement, which was not included by reference in the current Agreement. The position has already been added to the bargaining unit, as of September 2017.

When a Successor Agreement is negotiated (to the 2016-18 CBA) and updated following its expiration in December 2018, these new provisions will be incorporated into the Agreement.

1. Step Grades and Salary Schedule

Add the Court Clerks to the "Town of Newburgh CSEA Step Grades By Title" list at Grade 8. The Court Clerks shall be paid the new rate effective upon ratification of any tentative agreement by all necessary parties. *and retroactive to 11/1/18*

2. Article II

Full-time court clerks shall work based upon the operational needs of the Court and as directed by the respective Town Justice(s); the work day will be inclusive of a one-hour unpaid lunch period, Monday through Friday.

3. Article III, Section 3.3

Overtime will be assigned as needed by each judge. Time and one-half shall be paid for all work performed over eight (8) hours per day, and on the sixth (6th) day of the employee's work week. (See Article 3.3.A.1 of current CSEA CBA)

4. Article V

Court Clerks shall maintain their current levels of vacation leave accruals (but shall not continue to accrue) until the time is used and their accruals fall to 80 hours, at which time the accruals shall be capped at 80 hours.

5. Effective upon execution of this tentative Agreement, the Full Time Court Clerks will be provided with Town Health Insurance benefits in accordance with the terms and conditions found in Article VI of the CSEA CBA.

A change to any of the above may necessitate a modification to any remaining proposals.

10/11/18
10/16/18