

WORKSHOP MEETING AGENDA
Monday, February 25, 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. ENGINEERING:
 - A. Elmhurst Avenue Culvert Replacement
 - B. Gidney Avenue Market32 (formerly Price Chopper) Driveway
 - C. Mountainview Water Storage Tank
 - D. 21 Hudson Valley Professional Plaza HVAC
 - E. Budget Transfer for Water Supply
 - F. Budget Transfer for Crossroads Sewer District
 - G. Meter Read Software and Hardware Upgrades
 - H. Stormwater Improvement Cost Estimate for Shoppes at Union Square
7. TOWN CLERK: FOIL Software
8. VEHICLE AND TRAFFIC
 - A. Homewood Avenue
 - B. Weight Limits
9. CODE COMPLIANCE:
 - A. Hiring of a Part Time Building Inspector III
 - B. Open Development Area for Dickinson
10. ANIMAL CONTROL: T-94 Withdrawal
11. SALARIES:
 - A. Salary Increases for Full Time Employees Not in a Collective Bargaining Unit
 - B. Salary Increase for Court Clerk
12. DATA PROCESSING: Hiring of Computer Consultant
13. RECREATION: Salary of Bus Drivers
- 14: MATRIX:
 - A. Paving and Performance Bond
 - B. Landscaping Bond
15. RETENTION BASINS: Quotes for Lawn Maintenance
16. DANSKAMMER: Hiring of a Consultant
17. ACCOUNTING: Justice Court Unclaimed Bail
18. ASSESSOR:
 - A. Employee Schooling
 - B. Certiorari Settlement for Old Plank LLC
19. POLICE: Acceptance of STOP DWI Funding

TOWN ENGINEER

MEMORANDUM

TO: James Presutti, Town Councilman
Mark Hall, Highway Superintendent

FROM: James W. Osborne, Town Engineer *JWO*

DATE: December 3, 2018

RE: ELMHURST AVENUE CULVERT REPLACEMENT

Attached for your use is a proposal from Maser Consulting Engineers for a hydrological / hydraulic analysis of the Bushfield Creek and the culvert sizing for the Elmhurst Avenue Culvert Replacement. Similar to the replacement of the Waring Road culvert, the final recommendation for Elmhurst Avenue may be restricted by site conditions.

The engineering study will identify a recommended size for the culvert replacement, any regulatory permits required to undertake the construction and will analyze the costs for different materials of construction culminating in a recommendation for replacement. The study does not include any design engineering or construction drawings.

If you have any questions or comments, I am available to discuss them with you.

JWO/id

Attachment

cc: G. Piaquadio, Supervisor
B. Greene, P. Ruggiero & S. Manley, Town Board
R. Clum, Accountant

September 24, 2018

VIA E-MAIL & U.S. MAIL

James Osborne, P.E.
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Proposal for Professional Services
Feasibility Study for Elmhurst Ave Culvert Replacement
Town of Newburgh, Orange County, New York
MC Proposal No. 18006437P

Dear Mr. Osborne:

Based on our previous discussions and site visit, Maser Consulting P.A. is pleased to submit this proposal for engineering services in connection with the referenced structure. We understand that the culvert is in poor condition, and the Town is seeking our opinion on possible course of action. Therefore, we propose to perform a study, which will include comprehensive review of site conditions, i.e. Hydraulic/Hydrologic site conditions and associated permitting, Right-of-Way limits, roadway drainage and approaches, structure type alternatives.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 FIELD EVALUATION

Maser Consulting will perform field visits to determine and verify the existing bridge dimensions. Stream characteristics upstream and downstream of the bridge will be photographed to determine stream geometry. There will be no field survey done as part of this project. All topography will be based on the Orange County 2-foot Topography.

Phase 1.0 Lump Sum Fee **\$1,800.00**

PHASE 2.0 – HYDRAULICS AND HYDROLOGY

Hydraulic Analysis will consist of studying the flow characteristics of the existing and proposed bridge hydraulic openings. The hydraulic analysis will utilize the HY-8 inlet-outlet analysis program. The hydrologic data and the bridge fascia/stream topography will be analyzed to determine the 100-year peak rate of runoff (or the 50-year storm plus freeboard per NYSDOT Bridge manual). The resulting water surface elevations will aid in determining the adequacy of the proposed bridge geometry. The Hydrologic calculations will be based on field inspections and Stream Stats (USGS).

Additionally, we will evaluate overall roadway drainage and the need for inlets and curbs, and other drainage structures.

Phase 2.0 Lump Sum Fee **\$4,200.00**

PHASE 3.0 – PERMIT ASSESSMENT

Maser Consulting will evaluate the need for permitting with different state and local regulatory agencies, such as DEC, Army Corps, FEMA, Town (Flood Plain & SEQRA). The site is within known area of Archaeological Significance, therefore coordination with Historical Resources with NYS SHPO is also anticipated.

Phase 3.0 Lump Sum Fee **\$1,500.00**

PHASE 4.0 – PRELIMINARY STRUCTURAL ANALYSIS

Once the hydraulic/hydrologic analysis is complete, three (3) proposed alternatives will be provided by Maser Consulting as possible structure replacement alternatives. These alternatives will be selected based on cost, feasibility, and geometrical limitations. The most suitable alternative will be highlighted as the recommended solution.

Phase 4.0 Lump Sum Fee **\$2,800.00**

PHASE 5.0 – ENGINEER’S REPORT

With the completion of the stream and bridge analysis, Maser Consulting will summarize the analysis results in an Engineer’s Report. The report will cover the entire stream study methodology and results, as well as a discussion on the various structure types considered. The report will provide our opinion on the recommended alternative. A construction cost estimate will also be included as part of this report.

Phase 5.0 Lump Sum Fee

\$3,400.00

PHASE 6.0 MEETINGS

Attendance at agency, project coordination and teleconference (including with client and other consultants) meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held. Time spent preparing for meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is completed.

Phase 6.0 Fee

Hourly

PHASE 7.0 ADDITIONAL SERVICES

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval that are not an error or omission on the part of Maser Consulting. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

Phase 7.0 Fee

Hourly

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	FIELD EVALUATION	\$ 1,800.00
PHASE 2.0	HYDRAULICS AND HYDROLOGY	\$ 4,200.00
PHASE 3.0	PERMIT ASSESSMENT	\$ 1,500.00
PHASE 4.0	PRELIMINARY STRUCTURAL ANALYSIS	\$ 2,800.00
PHASE 5.0	ENGINEER'S REPORT	\$ 3,400.00
PHASE 6.0	MEETINGS (Agency/Coordination)	HOURLY
PHASE 7.0	PLAN REVISIONS AND ADDITIONAL SERVICES	HOURLY
		<u>\$13,700</u>

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS


Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Wetland delineation, reports, letter of interpretation and/or permitting applications;
- Flood plain analysis and Flood Hazard Area Application;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site;
- Application fees and escrow deposits to the municipality or to any regulatory review agencies;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor

FROM: James W. Osborne, Town Engineer 

DATE: February 5, 2019

RE: GIDNEY AVENUE (PRICE CHOPPER DRIVEWAY)

South (East) bound traffic at the Gidney Avenue – Mid-Valley Mall Driveway intersection is subject to delays and back-ups when a vehicle needs to make a left turn into the Mid Valley Mall driveway. During peak hours, the volume of North (West) bound traffic prevents left turns, essentially restricting thru traffic.

I see two potential fixes to this problem. The first is to change the traffic signal timing utilizing a delayed green for North (West) bound traffic (and possibly a green turn arrow for South (East) bound traffic. The second is to provide a left turn lane (with or without a turning arrow). Land acquisition would be required for this second option. The layout would be impacted by the nearness of Grimm Road intersection and the Exit driveway from Mid Valley Oncology – Hematology. Given the traffic light pole location, land acquisition would have to be from the Mid Valley Oncology – Hematology property and Central Hudson would be required to relocate a utility pole on the west side of Gidney Avenue behind the Town's R.O.W. acquisition.

Based on the relative ease of changing out one of the signal heads and revising the signal timing, it is recommended that the Town Board engage CME to review this option and if feasible make specific recommendations for the required changes. Implementation of this option does not preclude adding a turning lane in the future and may even enhance the operation of the intersection.

If you have any questions or comments, I am available to discuss them with you.

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *jwo*

DATE: October 29, 2018

RE: MOUNTAINVIEW WATER STORAGE TANK

RECOMMENDATION

The proposed Glass-Fused Steel (GFS) replacement for the existing 750K gal. Mountainview Water Storage Tank should be downsized to approximately 300K gal. (or less) to more efficiently serve the Mountainview Pressure Zone. This reduction will reduce the capital costs of this project, improve water quality in the service area, and improve water distribution and delivery from the Main Pressure Zone to the system. This recommendation was based on a review of the water demands for the service area, operating parameters for the water storage tank and pump station and water quality data from the tank as discussed in detail below.

DISCUSSION

The Route 300 Pump Station, located in Chadwick Lake Park, pumps water from the Main Pressure Zone into the Mountainview Pressure Zone. Water not immediately required to meet demands fills the Mountainview WST. At the High Water Level (HWL), Rt. 300 pump shuts off and demand is met by pulling water from the WST. At the Low Water Level (LWL), the pump is turned on and the process repeats itself.

The volume of water drawn from the tank between the HWL and the LWL is approximately 62,500 gallons. This is in excess of the 2017 average day water demand of 58,700 gallons so that water is drawn from the tank anywhere from 24 to 32 hours before the pumps are required to fill the tank. The pumps then run anywhere from 4 to

7 hours to refill the tank and then shut off. A tank chart for the Mountainview WST for the week following 26 September 2018 shows the tank fill and drain cycles.

This operating cycle can create stressed operating conditions in the Main Pressure Zone, especially when the Chadwick Lake Filter Plant is not operating. The demand of the Route 300 P.S. draws down levels in Tank 1 which is critical to maintain flows along the Rt. 300 \ Union Avenue Corridor and to supply the Meadow Hill Road Pump Station.

Given the total volume of the Mountainview WST of 750,000 gallons, the "daily" turnover of 62,500 gallons only use 8.3 percent of the tank volume. The resulting high water age can result in several water quality issues including taste and odor complaints, low chlorine residuals and the formation of disinfection by-products. Water quality testing confirms the presence of low chlorine residuals and high concentrations of Total Trihalomethans (TTHM), especially chloroform. These results are similar to the water quality conditions experienced at the Stewart Airport WST, another high volume tank with low turnover, before mixing and aeration systems were added to the tank. TTHM and chloroform results for the two tanks are shown on the table below:

	<u>TTHM*</u>	<u>Chloroform*</u>
Mountainview WST	110 ug/l	81 ug/l
Stewart Airport WST	13 ug/l	11 ug/l

* Samples collected 9/25/2018

The fact that the major component of the TTHMs is chloroform is important because chloroform is readily strippable with aeration.

The operational and water quality issues can be mitigated with the installation of a lower volume tank properly sized to meet the requirements of the service area. A preliminary estimate of the required tank size is given below.

PRELIMINARY TANK SIZE

The purpose of a WST in a service zone is to: 1) provide the peak hour demands of the system and, 2) provide emergency (fire) flows when necessary. Volume requirements to meet these criteria are discussed below:

1. Peak Hourly Demands

Unlike electric power which must be sized to meet the instantaneous peak demand, the use of water storage allows water production and pumping facilities to be sized to meet the maximum day demand – a significantly lower requirement than instantaneous peak demand. For a typical residential service area, the peak hour demand of the maximum day demand can be met with approximately twenty-five percent of the maximum day demand. For the Mountainview Service Area, the pertinent data is summarized below:

Average Day Demand	58,700 gallons
Maximum Day Demand	93,920 gallons
25% of Max. Day Demand	23,480 gallons

2. Fire Flow Volumes

The second component for calculating water storage volume is the required fire flow. The required fire flow is not synonymous with the available fire flow and is defined by the type of structures and their uses (occupancy) in the service area.

Even though the NYSTA Plattekill and Modena Rest Areas and the Leptondale Elementary School are part of this service area, they do not have any impact on the required fire flows. The NYSTA maintains its own emergency storage and fire pumps for their sites and the Town's agreement with the Valley Central School District is to only provide water for potable-domestic uses.

Insurance Services Organization (ISO) test data from 2010 indicates that the maximum fire flow required is 2000 gpm at the corner of Route 300 (North Plank Road) and Chapel Road, almost certainly required for the Leptondale Christian Academy. ISO data also indicates that the maximum available fire flow at this location is 1500 gpm. The available fire flow is certainly not limited by the available volume of water, but is more likely limited by water pressure in the system at this high point. A detailed analysis will be required to finalize any design requirements for a smaller Mountainview WST.

For the preliminary estimate of required tank volume, the new tank overflow elevation will be set at the existing tank's overflow elevation of 655. Freeboard will be set at 1.5 feet and the subsequent HWL will be set at 653.5 with LWL at 650.0. These elevations will maintain a minimum water pressure in the distribution system of 30 psi. The Emergency LWL will be set at 627.0 feet to maintain the required 20 psi in the distribution system during emergency flow conditions.

To provide the required volume of water for both of these criteria, the minimum diameter of the tank needs to be 36.5 feet. The resulting tank size is as follows:

Tank Height	32 feet
Tank Diameter	36.5 feet
Tank Volume	250,000 gallons

For this analysis, a fire flow requirement of 1500 gpm for a 2 hour duration has been assumed. This defines the required emergency storage as 180,000 gallons. If the fire flow requirement is increased to 2000 gpm for two hours, the diameter and volume of the tank increase to 42.0 feet and 333,000 gallons respectively.

ACTIONS REQUIRED

To implement the replacement of the existing 750,000 gallon welded steel tank with a downsized GFS bolted tank, the following tasks must be undertaken:

1. An Engineer's Report detailing the final recommended size of the replacement tank must be completed. The Engineer's Report will require Orange County Department of Health approval and will be necessary for the required Public Hearing \ Bond Resolution.
2. A Full Environmental Assessment Form must be completed for this Type 1 action under SEQRA and a determination made by the Town Board regarding the environmental impacts of the project.
3. Bond Resolution for financing of the project must be approved.

TO: Gil Piaquadio, Town Supervisor & Town Board
RE: MOUNTAINVIEW WATER STORAGE TANK

October 29, 2018
Page 5

4. Contract Specifications and Drawings subject to OCDOH approval must be prepared. Construction Contract must be publicly bid as required by Municipal Bidding Laws.
5. Construction Contract awarded and construction completed.

As this requires Town Board action, I am requesting that this item be put on the next available agenda. If you have any questions or comments, please feel free to contact me.

LIST OF ATTACHMENTS

1. Mountainview Tank – Facility Description
2. Mountainview WST Tank Chart – Week of 9/26/2018
3. TTHM Test Results for Mountainview & Stewart Airport WSTs
4. ISO, Inc. Hydrant Flow Data Summary for Cronomer Valley F.D., August 2010.

JWO/id

Attachments

cc: M. Taylor, Attorney
R. Clum, Accountant
J. Guido, Water Dept. Manager

ASSET INVENTORY & MANAGEMENT

A Name of Facility: Mountainview Tank

B Location: Mountainview Avenue

C Address:

D Facility Description:

1. Year Constructed 1978

2. Tank Manufacturer Pittsburgh Des Moines Steel Company

3. Tank Volume 750,000 gals.

4. Tank Dimensions

Height 32 feet

Diameter 65.13 feet

Radius 32.5 feet

Area 3316.6 sq. feet

5. Overflow Elev. 655 feet

6. Max. Water Level 31 feet

7. Inlet/Outlet Pipe 12 inches

E Evaluation of Condition/Comments:

Tank coatings inspected in 2007 - overall condition was good to very good.
Level Indicator & Transmitter to Rt 300 P.S. and CLFP.
Chart recorder at Route 300 P.S.

Client: Town of Newburgh

Job Number: 420-143109-1
Sdg Number: 3503578/THM (Process Control Only)

Client Sample ID: Mt. View Tank Process Control

Lab Sample ID: 420-143109-2

Client Matrix: Drinking Water

Date Sampled: 09/25/2018 1030

Date Received: 09/25/2018 1112

524.2 524.2 THM

Method: 524.2

Analysis Batch: 420-125015

Instrument ID: HP

Preparation: N/A

Lab File ID: V092518.D

Dilution: 1.0

Initial Weight/Volume: 5 mL

Date Analyzed: 09/25/2018 1908

Final Weight/Volume: 5 mL

Date Prepared: N/A

Analyte	Result (ug/L)	Qualifier	RL	RL
Chloroform	81		0.50	0.50
Chlorodibromomethane	4.7		0.50	0.50
Bromoform	0.50	U	0.50	0.50
Dichlorobromomethane	22		0.50	0.50
Trihalomethanes, Total	110	9	2.0	2.0

Surrogate	%Rec	Acceptance Limits
1,2-Dichloroethane-d4 (Surr)	122	70 - 128
Toluene-d8 (Surr)	104	79 - 121
4-Bromofluorobenzene	100	71 - 120

Client: Town of Newburgh

Job Number: 420-143109-1
Sdg Number: 3503578/THM (Process Control Only)

Client Sample ID: Stewart Tank Process Control

Lab Sample ID: 420-143109-1
Client Matrix: Drinking Water

Date Sampled: 09/25/2018 1000

Date Received: 09/25/2018 1112

524.2 524.2 THM

Method: 524.2
Preparation: N/A
Dilution: 1.0
Date Analyzed: 09/25/2018 1831
Date Prepared: N/A

Analysis Batch: 420-125015

Instrument ID: HP
Lab File ID: V092517.D
Initial Weight/Volume: 5 mL
Final Weight/Volume: 5 mL

Analyte	Result (ug/L)	Qualifier	RL	RL
Chloroform	11		0.50	0.50
Chlorodibromomethane	0.54		0.50	0.50
Bromoform	0.50	U	0.50	0.50
Dichlorobromomethane	2.2		0.50	0.50
Trihalomethanes, Total	13		2.0	2.0

Surrogate	%Rec	Acceptance Limits
1,2-Dichloroethane-d4 (Surr)	118	70 - 128
Toluene-d8 (Surr)	99	79 - 121
4-Bromofluorobenzene	101	71 - 120

INSURANCE SERVICES OFFICE, INC.
HYDRANT FLOW DATA SUMMARY

City: Fd

State: New York

Witnessed by: Insurance Services Office, Inc.

Date: August 1

TEST LOCATION	SERVICE	FLOW - GPM $Q = (2.9 \cdot 83 \cdot (C \cdot d^2 \cdot p^0.5))$		PRESSURE PSI		FLOW - AT 20 PSI		REMARKS
		INDIVIDUAL HYDRANTS	TOTAL	STATIC	RESID.	NEEDED	AVAIL.	
N. Plank Rd n/o Noel Dr	Town of Newburgh, Main system	1560	0	1560	120	114	2000	7100
169 N. Plank Rd	Town of Newburgh, Main system	1690	0	1690	80	72	1250	5000
N Plank Rd w/o flow hydrant	Town of Newburgh, Main system	1690	0	1690	48	38	1500	2900
N Plank @ Wyants Ln	Town of Newburgh, Main system	1750	0	1750	40	36	3000	4200
Rte 300 @ Chapel Rd	Town of Newburgh, Main system	1630	0	1630	26	19	2000	1500
Cnty Rd 87 e/o Fostertown School	Town of Newburgh, Main system	1630	0	1630	62	57	2250	5100
Rte 300 @ Jeanne Dr	Town of Newburgh, Main system	1280	0	1280	48	42	4000	2900
Rte 300 @ Jeanne Dr	Town of Newburgh, Main system	1280	0	1280	48	42	2500	2900
Plateville Tpke @ Gardertown School	Town of Newburgh, Main system	1750	0	1750	83	65	2250	3400
504 3rd St	Town of Newburgh, Main system	710	0	710	56	38	750	1000
North Fostertown Drive & Creek Rd	Town of Newburgh, Main system	1750	0	1750	36	30	750	3000
125 Dogwood Ln	Town of Newburgh, Main system	1050	0	1050	54	40	750	1700
5020 9W	Town of Newburgh, Main system	1750	0	1750	143	125	3000	4900
Rte 300 @ Rte 32	Town of Newburgh, Main system	1810	0	1810	50	44	1500	4300

NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE

ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.

al; Res = Residential.
of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using
Schedule.
available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.

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

Alfred A. Fusco, III, General Manager

6D

Short Form Agreement

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

Date: January 4, 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: HVAC Renovation Plan
19-002
Address of Project: Section 75, Block 1, Lot 19.11
2) Hudson Valley Professional Building
Town of Newburgh
Orange County, New York

Description of Services Rendered: It is our understanding the existing heating system consists of (2) second floor loft heat pumps with resistant electric backup. We will provide the following for a completely new heating system to utilize natural gas/propane furnaces in lieu of heat pumps. The following will be provided:

1. We will prepare architectural as-built electronic plans based on existing drawings and perform a site visit as required.
2. We will identify existing electrical and mechanical equipment associated with the existing heating system and provide demo plans for the equipment.
3. Provide full mechanical/electrical plans for the new system, not limited to required ducting to existing supply and return duct, gas piping etc.
4. Required ventilation air, as per latest standard of ASHRAE standards.
5. We will prepare plans and specifications for bid.

All work will be in compliance with the 2015 mechanical code of New York state

- Any verbal or written authorized changes to this contract.
- Prints (except when noted in the contract)
- Topography
- Survey
- Site Plan
- 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: \$24,000.00

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.

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

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer 

DATE: February 20, 2019 (REVISED)

RE: WATER SUPPLY – BUDGET TRANSFER

I am requesting Town Board approval for the budget transfer shown below:

From: Transfers (F9902.5900)

To: NYC Water Costs (F8330.4002.5430)

Amount: \$ 81,140

This transfer is required to pay for the purchase of additional water from NYC in response to the failure of the Programmable Logic Controller at the Chadwick Lake Filter Plant.

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

Attachment

cc: R. Clum, Accountant
J. Guido, Water Dist. Mgr.
D. Bertola, Supervisory Operator

TOWN OF NEWBURN
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: February 5, 2019
RE: CROSSROADS SEWER DISTRICT – BUDGET TRANSFER

I am requesting Town Board approval for the budget transfers delineated below:

From: G5010.9902.5900 (Transfers)
To: G5010.8130.5456 (Contracted Treatment)
Amount: \$ 270,000

From: G5010.8130.5458 (Repairs to Collection)
To: G5010.8130.5456 (Contracted Treatment)
Amount: \$ 39,100

The above is required to pay for the treatment of excessive extraneous flows caused by significant and persistent wet weather throughout 2019.

As the above requires Town Board action, I am requesting that it 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

Attachment

cc: R. Clum, Accountant
J. Guido, Sewer Mgr.



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

Date: 2-5-2019

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 REQUIRED TO PAY FOR SEWAGE TREATMENT @ CITY OF NEWBURGH WWTP. EXCESSIVE EXTRANEOUS FLOWS CAUSED BY SIGNIFICANT AND PERSISTENT RAINFALL EXCEEDED BUDGETED FLOW

From: Account Number: G 5010.9902.5900 Amount: \$ 270,000
 Account Description: TRANSFERS Amount: _____

From: Account Number: G 5010.8130.5458 Amount: \$ 39,100
 Account Description: REPAIRS TO COLLECTION SYSTEM Amount: _____

To: Account Number: G 5010.8130.5456 Amount: \$ 309,100
 Account Description: CONTRACTED TREATMENT 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

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer 

DATE: February 6, 2019

RE: METER READ SOFTWARE & HARDWARE UPGRADES

Badger Meter is upgrading its technology for all radio read units sometime in the next 12 to 18 months. The change is from a PC based system to a cloud-based system for software and data storage. With the current PC based system, the software programs and radio read data are stored on the customers PC equipment. This leads to software upgrade and data storage issues. For the new cloud-based system, access to the software and customer data is through an Internet connection. Software updates are all maintained by Badger and compatibility issues concerning Windows 7 or 10 are eliminated.

Attached for the Town Board's review is a quote from Schmidt's Wholesale to implement this transition for the Town. Two of the charges - \$ 4,750 for a new tablet to replace the older "hand-held" units which are obsolete and \$ 4,626 for Software training, are one time charges incurred at start-up. The remaining charges are annual charges for connection to the cloud software and data storage charges. NOTE: The monthly data storage or hosting fee is monthly and translates to \$ 3,600 per year.

I recommend approval of this work as soon as possible to avoid the PC license fee for the PC based system due in June or July.

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

Attachment

cc: J. Guido, Water Dist. Mgr.
R. Clum, Accountant

**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

fax: (845) 567-3232
e-mail: mheny@mhepc.com

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

11 January 2019

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR

**SUBJECT: SHOPPES AT UNION SQUARE- PB#2018-10
STORMWATER IMPROVEMENT COST ESTIMATE**

Dear Supervisor Piaquadio:

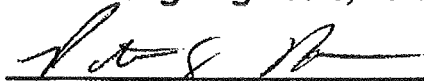
This office in receipt of a stormwater cost estimate dated 6 December 2018 for drainage improvements at the subject site. A majority of the stormwater management facilities serving phase 2 were constructed during the phase 1 portion of the project. Phase 2 drainage is tributary to the existing stormwater quantity and quality control improvements previously constructed at the site. The Applicant's representative have performed a quantity take off and identified unit costs for the stormwater improvements in the amount of \$41,000.00.

This office takes no exception to the cost estimate provided. We would recommend the Town require stormwater security in the amount of \$41,000.00 and an inspection fee in the amount of \$4,000.00 be posted.

Please feel free to contact the undersigned should you have any questions or require any additional information regarding this matter.

Very Truly Yours,

**McGoey, Hauser & Edsall
Consulting Engineers, D.P.C**



Patrick J. Hines
Principal

DESCRIPTION OF ITEM	QUANTITY	UNIT	COST	TOTAL COST
Construction Items				
I. STORM DRAINAGE				
A. Pipe				
1. 15" HDPE	310	LF	\$ 42.25	\$ 13,098
2. 18" HDPE	150	LF	\$ 52.00	\$ 7,800
B. Catch Basins	2	EA	\$ 3,130.00	\$ 6,260
C. Connection to Existing Catch Basin	1	EA	\$ 768.00	\$ 768
D. Stormwater Manholes	3	EA	\$ 3,068.00	\$ 9,204
			SUBTOTAL	\$ 37,130
			TOTAL CONSTRUCTION COST	\$ 37,130
			10% Contingency	\$ 3,713
			TOTAL	\$ 40,842
			SAY	\$ 41,000

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.
2. This estimate is an approximate cost of construction for Storm Drainage 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.



ANDREW J. ZARUTSKIE
Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: town-clerk@townofnewburgh.org

MEMO

TO: Hon. Gil Piaquadio, Town Supervisor
All Town Council Members

FROM: Andrew J. Zarutskie, Town Clerk

DATE: December 20, 2018

RE: Computerizing FOIL Process

The management and staff of the Town Clerk's office is proposing computerizing the Freedom of Information Law (FOIL) process in the Town of Newburgh.

The Town of Newburgh is one of the few towns in our region which does the entire FOIL process manually and does not use computer systems in any way.

I have heard from other Town Clerks that computerizing the FOIL process not only expedites the process, it virtually eliminates chances of error.

The system will be maintained by ~~ERS~~ ^{BAS}, which is the software we use for most of our other processes (Marriage license, Dog license, etc.) We have had little to no trouble with ~~ERS~~ in the past, and find them to be easy and pleasant to work with. ^{BAS}

Proposal: Purchase database management software for Freedom of Information Law (FOIL) process.

Proposal Summary:

In 2018, Town Clerk's Office processed approximately 900 FOIL requests. The process of managing FOILS is strictly manual. It involves making photocopies and making individual files for each FOIL request. Business Automated Solutions in Clifton Park, New York offers a software package that will allow the Town Clerk's Office to better manage the FOIL request process.

Each FOIL request is entered into the software. The operator entering the FOIL request is required to enter key characteristics like date entered, name of citizen requesting information, date information is received, nature of FOIL request, etc.

Operator can then cross reference FOIL requests based on those key characteristics. For example, all FOIL requests for a particular citizen can be found quickly. In addition, all FOIL requests for a particular property can be located. Past due FOILS can be managed. Open FOILS can be managed better. Lost FOILS will be eliminated.

With the ever increasing number of FOIL requests, it would be prudent to move from a manual system of FOIL management to a more automated system of FOIL management that will allow the Town Clerk's Office to not only manage the FOIL process but to measure its effectiveness. A process cannot be managed unless it can be measured. We are not sure if we are doing a good job with regard to timeliness.

First Year Costs:

- | | |
|---|---------|
| 1. FOIL Tracking Software for two Workstations | \$2,500 |
| 2. System Configuration, Installation and Training | \$900 |
| 3. Monthly Support and Maintenance
(\$125 per month invoiced annually) | \$1,500 |

Total First Year Costs will be \$4,900. Then annual costs after first year will be \$1,500.

Advantages

1. Software will enable Town Clerk's Office to better manage the ever increasing
- In addition, the data contained in each FOIL will be

software.

3. Completed FOIL requests will no longer need to be filed.

Disadvantage

1. High first year costs (\$4,900) plus moderately high annual cost of \$1,500.
2. Initially, the information on each FOIL request must be entered into software.
As the system matures, FOIL requests can be entered directly into software.

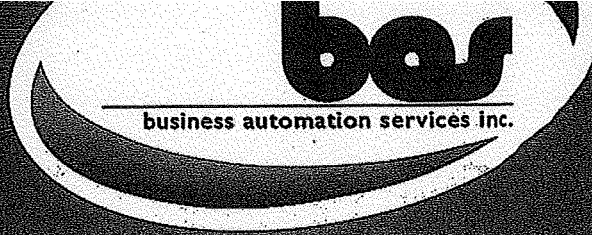
TOWN OF NEWBURGH

FOIL TRACKER SYSTEM

PROPOSAL



NOVEMBER 2018



COMPANY PROFILE

Established in 1987, Business Automation Services Inc. has become more commonly known today as BAS. We are a New York State Corporation located in Saratoga County with 800+ municipal clients throughout Arizona, Connecticut, Kentucky, Massachusetts, New York, Pennsylvania, and South Carolina. BAS is recognized as a leader in the development of software solutions for local governments.

Over the years, we have grown into much more than a software development company. Our current staff of 40+ professionals provide a wide variety of services including project management, systems analysis, custom software development, website design and IT/network management services.

Our thorough experience allows us to offer our clients an integration and e-government platform as local governments strive to improve their systems and internal operations in order to deliver cost-effective, added value services to their residents.

SOFTWARE SOLUTIONS

- Clerk Licensing
- Tax Billing & Collection
- Permits, Code Enforcement, Fire Inspections
- Planning & Zoning
- Accounting
- Payroll
- Fixed Assets
- FOIL Tracker
- Animal Control/Animal Shelter
- Parks & Recreation
- Web Portal - Service Request System
- Utility Billing
- Website Design & Hosting

IT SERVICES

- Cybersecurity
- Total Data Protection
- Disaster Recovery & Business Continuity
- Needs Assessment/Infrastructure Analysis
- Network Planning, Design & Implementation
- Network Management (24x7x365 Support)
- Email Management and SPAM Filtering
- Online Backup
- Surveillance Camera Systems

PRODUCT SUPPORT & SERVICES

- Annual User Group Meeting
- Telephone Support (24x7)
- Annual Software Updates

11/5/2018

TOWN OF NEWBURGH

FOIL TRACKER QUOTATION

SOFTWARE/SERVICES:**2 Workstations**

FOIL TRACKER SYSTEM:

\$2,500

Implementation Services:

\$900

System Configuration & Installation (\$600)
(4 hours)Software Training (\$300)
(2 hours via webinar)

Total Software/Services:

\$3,400

Annual Software Support & Maintenance Fee:
(\$125/month invoiced annually)

\$1,500

Total 1st Year Cost:

\$4,900

Approved by:

Name_____
Signature_____
Title

Our FOIL Tracker System is designed to manage all Freedom of Information Law requests within a municipality. This software system is user-friendly, allows for easy retrieval of critical data, and offers quick access to information regarding the status of any FOIL request. By utilizing the Tracker Program and following the phases step-by-step, this system can help the user ensure compliance with relevant Freedom of Information Laws.



SOFTWARE FEATURES

- ✓ Easily manage all records associated with FOIL requests
- ✓ Display all active and closed requests
- ✓ Manage the creation through the close of the request within a three phase program
- ✓ Receive notifications for pending, upcoming or past due FOIL requests
- ✓ Customize letter creation within the system which can be directly attached to an email
- ✓ Attach any related documents directly to the FOIL request record
- ✓ Advanced search options to easily retrieve all active, closed, and/or disposed requests
- ✓ Report on active, closed or disposed requests, as well as any fees, payments and deposits
- ✓ Track FOIL requests which have met their legal retention
- ✓ Notify users when the requests can be purged from your current system

“ We are very happy with BAS's FOIL Tracker system. It's been a great process and experience. We have had excellent results and it is very user friendly. It has organized and streamlined the FOIL process and we have opened and closed more than 600 Foils this year alone. So we know it works! Love it!



MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LOCAL LAW AMENDING CHAPTER 174 ENTITLED
"VEHICLES AND TRAFFIC" OF THE CODE OF
THE TOWN OF NEWBURGH; NO PARKING ALONG
THE WEST SIDE OF HOMEWOOD AVENUE BETWEEN
ROUTE 17K AND TIGHE AVENUE
OUR FILE NO. 800.1(B)() (2019)

DATE: FEBRUARY 20, 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 please find the following introductory local law for the Town Board's consideration.

Introductory Local Law No. _ of 2019 Amending Chapter 174 Entitled "Vehicles and Traffic" of the Code of the Town of Newburgh: No Parking Along the West Side of Homewood Avenue Between Route 17K and Tighe Avenue.

Also enclosed is the following draft resolution.

Resolution Introducing Local Law Amending Chapter 174 Entitled "Vehicles and Traffic" of the Code of the Town of Newburgh: No Parking Along the West Side of Homewood Avenue Between Route 17K and Tighe Avenue and Providing for a Public Notice and Public Hearing.

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

MCT:kac
Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
James Osborne, Town Engineer (via e-mail)

**AMENDING SECTION 174-45
SCHEDULE XII: PARKING PROHIBITED AT ALL TIMES
OF CHAPTER 174 ENTITLED
“VEHICLES AND TRAFFIC”
OF THE CODE OF THE TOWN OF NEWBURGH
NO PARKING
ALONG THE WEST SIDE OF HOMEWOOD AVENUE
BETWEEN ROUTE 17K AND TIGHE AVENUE**

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 Section 174-45 Schedule XII: Parking Prohibited at All Times of Chapter 174 entitled ‘Vehicles and Traffic’ of the Code of the Town of Newburgh: No Parking Along the West Side of Homewood Avenue Between Route 17K and Tighe Avenue”.

SECTION 2 – AMENDMENT TO CHAPTER 174

§174-45 entitled “Schedule XII: Parking Prohibited at All Times” of Chapter 174 entitled “Vehicles and Traffic” of the Code of the Town of Newburgh which provides “[i]n accordance with the provisions of §174-18, no person shall park a vehicle at any time upon any of the following described street or parts thereof” is hereby amended by the addition of the following street parts:

Name of Street	Side	Location
Homewood Avenue	West	From Route 17K to Tighe Avenue

SECTION 3 – VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 – 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.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION INTRODUCING
LOCAL LAW AMENDING CHAPTER 174
ENTITLED "VEHICLES AND TRAFFIC" OF
THE CODE OF THE TOWN OF NEWBURGH;
NO PARKING ALONG THE WEST SIDE OF
HOMEWOOD AVENUE BETWEEN
ROUTE 17K AND TIGHE AVENUE AND
PROVIDING FOR PUBLIC NOTICE AND
PUBLIC HEARING

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

BE IT RESOLVED that a Local Law Amending Chapter 174 entitled 'Vehicles and
Traffic' of the Code of the Town of Newburgh: No Parking Along the West Side of Homewood
Avenue Between Route 17K and Tighe Avenue be and hereby is introduced before the Town
Board of the Town of Newburgh in the County of Orange and State of New York, and

BE IT FURTHER RESOLVED that a copy of the aforesaid proposed local law in final
form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a
public hearing on said proposed local law, and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the
matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in
the Town of Newburgh, New York on the ___th day of _____, 2019 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by
the publication of a notice in the official newspapers of the Town, specifying the time when and
the place where such public hearing will be held at least three (3) days prior to the public hearing,
and posting of such notice together with a copy of such local law in accordance with the
requirements of the Municipal Home Rule Law and Chapter 25 of the Code of the Town of
Newburgh.

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.



MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LOCAL LAW AMENDING CHAPTER 174 ENTITLED
"VEHICLES AND TRAFFIC" OF THE CODE OF
THE TOWN OF NEWBURGH TO ESTABLISH THREE TON
WEIGHT LIMITS ON DELAWARE ROAD AND
NEVERSINK DRIVE
OUR FILE NO. 800.1(B)() (2019)

DATE: FEBRUARY 20, 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 please find the following introductory local law for the Town Board's consideration.

Introductory Local Law No. _ of 2019 Amending Chapter 174 Entitled "Vehicles and Traffic" of the Code of the Town of Newburgh to Establish Three Ton Weight Limits on Delaware Road and Neversink Drive.

Also enclosed is the following draft resolution.

Resolution Introducing Local Law Amending Chapter 174 Entitled "Vehicles and Traffic" of the Code of the Town of Newburgh to Establish Three Ton Weight Limits on Delaware Road Neversink Drive

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

MCT:kac
Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
James Osborne, Town Engineer (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)
Mark J. H. ... Superintendent (via e-mail)

**AMENDING CHAPTER 174 ENTITLED 'VEHICLES AND TRAFFIC'
OF THE CODE OF THE TOWN OF NEWBURGH
TO ESTABLISH
THREE TON WEIGHT LIMITS ON TRUCKS ON
DELAWARE ROAD AND NEVERSINK DRIVE**

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 174 Entitled 'Vehicles and Traffic' of the Code of the Town of Newburgh to Establish Three Ton Weight Limits on Trucks on Delaware Road and Neversink Drive."

SECTION 2 - PURPOSE

The purpose of this Local Law is to establish a weight limit of three (3) tons on trucks on Delaware Road and Neversink Drive for the entire length of each Town highway in Section 174-44, Schedule XI of the Code of the Town of Newburgh.

SECTION 3 - AMENDMENT TO SECTION 174-42 OF CHAPTER 174

§174-44 entitled "Schedule XI: Trucks Over Certain Weights Excluded" of Chapter 174 entitled "Vehicles and Traffic" of the Code of the Town of Newburgh which provides in part "[i]n accordance with the provisions of §174-14, trucks in excess of the weights indicated are hereby excluded from the following streets or parts thereof, except for the pickup and delivery of materials on such streets " is hereby amended by the addition of the following weight limits and streets effective as of date indicated:

Name of Street	Weight Limit (tons)	Location
Delaware Road	3	Entire length
Neversink Drive	3	Entire length

SECTION 4 - VALIDITY

If any clause, sentence, paragraph, word, section or part of this Local Law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not effect, 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 has been rendered.

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.

MCT/Town of Newburgh/VehicleandTrafficLaw Delaware Road Neversink Drive Weight Limit.doc

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 INTRODUCING
LOCAL LAW AMENDING CHAPTER 174
ENTITLED "VEHICLES AND TRAFFIC" OF
THE CODE OF THE TOWN OF NEWBURGH TO
ESTABLISH THREE TON WEIGHT LIMITS ON
TRUCKS ON DELAWARE ROAD AND
NEVERSINK DRIVE AND
PROVIDING FOR PUBLIC NOTICE AND
PUBLIC HEARING

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

BE IT RESOLVED that a Local Law Amending Chapter 174 entitled 'Vehicles and Traffic' of the Code of the Town of Newburgh to Establish Three Ton Weight Limits on Trucks on Delaware Road and Neversink Drive be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

BE IT FURTHER RESOLVED that a copy of the aforesaid proposed local law in final form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a public hearing on said proposed local law, and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the ___th day of _____, 2019 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held at least three (3) days prior to the public hearing, and posting of such notice together with a copy of such local law in accordance with the requirements of the Municipal Home Rule Law and Chapter 25 of the Code of the Town of Newburgh.

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.



1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓
Town Council

From: Charlene M Black, Personnel

Date: February 15, 2019

Re: Code Compliance: Building Inspector III Part time

Attached please find Mr. Canfield's employee request form to hire Thomas Hoeffner as a part time Building Inspector III. Upon your approval Mr. Hoeffner will need to complete all paperwork, physical, drug/alcohol testing and fingerprints.

Mr. Canfield is recommending Mr. Hoeffner's start date as March 4, 2019.

which will be sufficient time for me to have Mr. Hoeffner to complete all the necessary requirements. Mr. Hoeffner has been pre approved by Orange County Civil Service. Thank you for your time in this matter.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Thomas Hoettner

DEPARTMENT: Code Compliance

TITLE OF POSITION: Building Inspector III

FULL TIME OR PART TIME: Part time

HOURLY RATE: 18.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3670

PROPOSED HIRE DATE: 3/18/19

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

Michael England
DEPARTMENT HEAD SIGNATURE

2/11/19
DATE

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



MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: DICKINSON OPEN DEVELOPMENT AREA PETITION
OUR FILE NO. 800.1(B)() (2019)

DATE: FEBRUARY 21, 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

As the Town Board may recall, the above referenced request to establish an Open Development Area was received and referred to the Planning Board as required by NYS Town Law 280-a. The petition was received following the denial of a building permit application due to the fact that the property can only be accessed by easement and has no direct frontage on a road. The Planning Board has provided its recommendation for conditioned approval of the Open Development Area per the attached letters dated January 7, 2019 and February 14, 2019 from Attorney Michael Donnelly.

Also enclosed for the Town Board's consideration in connection with this matter are the following:

1. Letter from Daniel J. Bloom, Esq. dated September 5, 2018 and Declaration of Right of Way and Maintenance Agreement pertaining to the easement affording ingress and egress to the Petitioner's property and three additional properties;
2. Letter from JT Abstract Co. Inc. dated January 28, 2019 pertaining to the Petitioner's right to use Tarben Way prior to its acceptance as a Town road (Tarben Way's completion to Town standards is secured by a performance security);
3. Letter from Attorney Daniel J. Bloom, Esq. dated February 21, 2019 pertaining to the Petitioner's Agreement to the extinguishment of the Petitioner's rights in Tarben Way upon the acceptance of its dedication (to

4. Short form Environmental Assessment Form Part 1 prepared by the Petitioner's professional engineer, Charles Brown, P.E.
5. Short form Environmental Assessment Form Part 2.
6. Copy of the tax map

Should the Town Board determine to proceed, enclosed for the Town Board's consideration is the following draft resolutions:

1. Resolution of SEQR Determination: Approval of Open Development Area Petition for Tax Parcel Section 6 Block 1 Lot 12: An Unlisted Action (a draft Negative Declaration will be forwarded under separate cover)
2. Resolution to Establish An Open Development Area in the Town of Newburgh for Property Comprised of the Tax Parcel Designated as Section 6 Block 1 Lot 12 on the Tax Map of the Town of Newburgh Pursuant to New York State Town Law Section 280-a.

The resolution of approval includes the conditions necessary to implement the Planning Board's recommendation that only the single lot be included in the Open Development Area and that any further use of the right of way should require its upgrade and improvement to a private road standard.

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

MCT/sel

Enc.

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
James Osborne, Town Engineer (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Mark Hall, Highway Superintendent (via e-mail)
Daniel Bloom, Esq., Bloom & Bloom, P.C. (via e-mail)
Charles Brown, P.E., Talcott Engineering (via e-mail)

Dickover, Donnelly & Donovan, LLP
Attorneys and Counselors at Law

David A. Donovan
Michael H. Donnelly
Robert J. Dickover

Successor Law Firm To:
Alexander Appelbaum, P.C., Florida, N.Y. (1915-1988)
Ludmerer & Vurno, Esqs., Warwick, N.Y.

28 Bruen Place
P.O. Box 610
Goshen, NY 10924
Phone (845) 294-9447
ma@dickov.com
Fax (845) 294-6553
(Not for Service of Process)

January 7, 2019

Town of Newburgh Town Board
1496 Route 300
Newburgh, NY 12550

JPE

JAN 14 2019

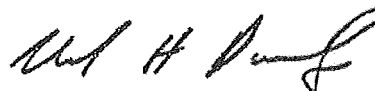
RE: Dickinson Open Development Area Petition

Members of the Board:

I write to you on behalf of the Town of Newburgh Planning Board. The planning board considered the applicant's petition to create an open development area during its meeting of December 20, 2018. The planning board will have no jurisdiction over any land use permit if the open area development is created (neither a site plan nor subdivision approval will be required). Therefore, given that this report is advisory in nature only, no SEQRA action has been taken the planning board.

The planning board has directed me to issue its advisory report as follows. The lot in question is landlocked and the easement access proposed does not satisfy the formal status of requirement of Town Law Section 280-a. Four lots have rights over the easement. This petition seeks only the rights for one lot to use that easement. Because the other lots are fairly large in size and this easement would not likely support development at the potential magnitude lots of that area might allow, the planning board recommends, if an open development area is created, that it be limited to this single lot. Further, the planning board recommends that any further use of the right-of-way should require its upgrade and improvement to a private road standard.

Very truly yours,



MICHAEL H. DONNELLY

MHD/lrm

cc: Town of Newburgh Planning Board

Dickover, Donnelly & Donovan, LLP
Attorneys and Counselors at Law

David A. Donovan
Michael H. Donnelly
Robert J. Dickover

Successor Law Firm To:
Alexander Appelbaum, P.C., Florida, N.Y. (1915-1988)
Ludmerer & Vurno, Esqs., Warwick, N.Y.

28 Bruen Place
P.O. Box 610
Goshen, NY 10924
Phone (845) 294-9447
mhd@dtkdnlaw.com
Fax (845) 294-6553
(Not for Service of Process)

February 14, 2019

Town of Newburgh Town Board
1496 Route 300
Newburgh, NY 12550

RE: Dickinson Open Development Area Petition

Members of the Board:

The planning board has been asked whether its members were aware, at the time the planning board issued its recommendation to create an open development area for this property, if the property had the right to use Tarben Way, a private road. That issue was not on the planning board's horizon at the time it issued its report. However, the applicant has since provided the planning board with a certification from a title company that the lands subject to this open development area application have been granted the right not only to access Tarben Way but to traverse its length as well.

With this report in hand, the planning board further considered its earlier report during its meeting of February 7, 2019. The planning board stands by its recommendation and report and has no additional matters to bring to your attention.

Very truly yours,



MICHAEL H. DONNELLY

MHD/lrm
cc: Town of Newburgh Planning Board
Mark Taylor, Esq.

Bloom & Bloom, P.C.
ATTORNEYS AND COUNSELORS AT LAW

DANIEL J. BLOOM
PETER E. BLOOM
KEVIN D. BLOOM *
*ALSO ADMITTED IN FLORIDA

530 BLOOMING GROVE TURNPIKE
P.O. BOX 4323
NEW WINDSOR, NEW YORK 12553
TELEPHONE (845) 561-6920
FAX: (845) 561-0978
E-MAIL: BL@OMBLOOM@hvc.rr.com

September 5, 2018

VIA FIRST CLASS MAIL and EMAIL: jrones@lawampm.com

Finklestein & Partners LLP
Attn: Joseph P. Rones, Esq.
1279 Route 300
P.O. Box 1111
Newburgh, New York 12550

RE: **TARBEN, INC. (Our File Reference: Fuchek/Dickinson RE-2625)**
Town of Newburgh SBL: 6-1-(19.21, .91) & (17-2-110)

Dear Joe:

Transmitted herewith please find a photostatic copy of the "Declaration of Right-of-Way and Maintenance Agreement" in the above matter, duly executed by all parties and recorded thereafter in the office of the Orange County Clerk on September 4, 2018, in Instrument No.: 20180063851 Liber 14455 at page 21, receipt attached.

Thank you for all your efforts and cooperation in this matter.

Sincerely,



DANIEL J. BLOOM

DJB/dt

Enclosure

cc: Mr. Daniel Dickinson via Email: danielmichaeldickinson@yahoo.com



ANN G. RABBITT

Receipt

RE 2625

Receipt Date: 09/04/2018 11:53:22 AM
RECEIPT # 2543932

Recording Clerk: JM
Cash Drawer: CASH42
Rec'd Frm: BLOOM & BLOOM, PC

Instr#: 20180063851 Bk/Pg: 14455/21
DOC: RIGHT OF WAY (R)
DEED STAMP: 1104
OR Party: TARBEN INC
EE Party: DICKINSON DANIEL

Recording Fees	\$85.00
Transfer Tax	\$0.00
DOCUMENT TOTAL: ---->	\$85.00

Receipt Summary

Document Count: 1	
TOTAL RECEIPT: ---->	\$85.00
TOTAL RECEIVED: ---->	\$85.00
CASH BACK: ---->	<u>\$0.00</u>

PAYMENTS

Check # 18129 ->	\$85.00
BLOOM & BLOOM, PC	

OF
RIGHT OF WAY
AND
MAINTENANCE AGREEMENT

TARBEN, INC., a domestic corporation with an office for the transaction of business located at 225 Stoneywood Drive, Newburgh, Orange County, New York 12550 ("GRANTOR") and DANIEL DICKINSON and ELISSA DICKINSON, residing at 4 Maplewood Drive, Newburgh, Orange County, New York 12550 (hereinafter "DICKINSON"), CHRISTOPHER MARTINEZ and CYNTHIA MAZZOLA MARTINEZ, residing at 246 Farmers Tpke., Gardiner New York 12525, (hereinafter "MARTINEZ"), RONALD L. COLANDREA, residing at 4 Rivers Edge, Newburgh, New York 12250 (hereinafter "COLANDREA") and RAY FUCHECK and DAWN FUCHECK residing at 45 Willets Way, Newburgh, New York 12550 (hereinafter "FUCHECK"). "DICKINSON", "COLANDREA", "MARTINEZ" and "FUCHECK" are hereinafter referred to collectively as ("GRANTEES or OWNERS").

RECITALS

- A. "GRANTOR" is the owner of certain properties located in the Town of Newburgh, Orange County, New York and described on the Tax Map of the Town of Newburgh as SBL: 6-1-19, SBL: 6-1-21, SBL: 6-1-91 and SBL: 17-2-110. GRANTOR filed a subdivision map relating to said properties in the office of the Orange County Clerk on October 5, 2016, as Map # 274-16 (hereinafter sometimes referred to as "the MAP").
- B. Access to and from the public highway known as Revere Road in the Town of Newburgh to the GRANTEES' lots is over a PRIVATE ROAD (hereinafter sometimes referred to as, the "PRIVATE ROAD" or "RIGHT-OF-WAY") owned by Grantor which proceeds in a northerly direction from the cul-de sac at the northerly terminus of a Town Road known as Tarben Way through the lands of GRANTOR in a generally northerly direction contiguous to Lot Numbers 10 and 12 and referred to on the MAP as a "50' wide "continuation Easement" to the premises of COLANDREA (SBL 6-1-20), through Lot 12 on the Map and abutting parcels of land designated on the Town of Newburgh Tax Map as SBL 6-1-11 (FUCHECK); SBL 6-1-12 (DICKINSON) and SBL 6-1-41.22 (MARTINEZ).
- C. DICKINSON and FUCHECK are designated on the MAP as the OWNERS of SBL 6-1-12 (lands of DICKINSON) and SBL 6-1-11 (lands of FUCHECK). (References on the MAP to "Lands of Dickinson" and "Lands of FucHECK" are reversed in error).
- D. GRANTOR wishes to grant a 50' wide Easement (hereinafter, "RIGHT-OF-WAY") for ingress and egress as well as for utilities to and from Tarben Way to the lands of the GRANTEES known and designated on the tax map of the Town of Newburgh, County of Orange as SBL: 6-1-12 (lands of DICKINSON) SBL: 6-1-11 (lands of FUCHECK), SBL: 6-1-20 (lands of COLANDREA) and SBL: 6-1-41.22 (lands of MARTINEZ).

including, but not limited to, the rights and obligations of others who may use the RIGHT-OF-WAY. It is in the best interests of all PARTIES/OWNERS, present and future, that will own the lots presently titled in the PARTIES as well as all future OWNERS who may utilize the RIGHT-OF-WAY, to have an AGREEMENT that sets forth the intent to maintain said RIGHT-OF-WAY in a passable condition and also sets forth the apportionment of expenses and repairs of said RIGHT-OF-WAY.

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. The GRANTOR in consideration of one dollar (\$1.00) and other valuable consideration paid by the GRANTEES, does hereby grant and release unto the GRANTEES an easement for ingress and egress and for utilities to and from Tarben Way to the lands of the GRANTEES known and designated on the Tax Map of the Town of Newburgh, County of Orange, as SBL: 6-1-12 (lands of DICKINSON), SBL: 6-1-11 (lands of FUCHECK), SBL: 6-1-20 (lands of COLANDREA) and SBL: 6-1-41.22 (lands of MAZZOLA).
The area of said easement is more particularly shown and designated as the 50' easement along Lot 12 (Section 127 Block 1 Lot 12) shown on the Map.
2. The GRANTEES present and future will refer to this Agreement in the Deeds conveying title to their respective premises and will cause the heirs, successors and assigns of the GRANTEES to assume the obligations under this Agreement.
3. The GRANTEES shall meet at least annually to determine what maintenance shall be done on the PRIVATE ROAD for the coming year. The GRANTEES shall also agree on a method for determining when contractors shall be requested to perform maintenance on the PRIVATE ROAD/RIGHT OF WAY, remove snow or sand when snow or ice conditions prevail.
4. All decisions for improvement of the PRIVATE ROAD shall be made by a unanimous vote of all lot OWNERS present and each lot OWNER shall have an equal vote. Nevertheless, in the event not all of the OWNERS can agree on necessary repairs and/or improvements to the PRIVATE ROAD, the matter shall be resolved by submission to the American Arbitration Association for binding arbitration by a single arbitrator. The costs of such arbitration shall be assessed against the GRANTEES, their heirs, successors and/or assigns equally.
5. All maintenance and expenses of said RIGHT-OF-WAY shall be equally borne only by the owners of those lots of the GRANTEES on which residences have been constructed and Certificates of Occupancy have been issued, including, but not necessarily limited to, the owners of Lot 6-1-20 (COLANDREA) and Lot 6-1-41.22 (MARTINEZ).
6. In the event one of the GRANTEES, or their heirs, successors and/or assigns fails to pay their proportionate share of the expenses within FIVE (5) days of receipt of a statement from the Contractor in that regard, the other OWNERS shall be authorized to forward the portion of the invoice that has been paid to the contractor with a

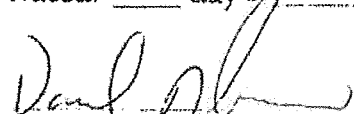
contractor as if they had executed the contract for the performance of the work. For the purpose of this Agreement, each OWNER that is affected by the Agreement hereby gives their authorization and by accepting a Deed to their respective lot does hereby accept the condition that any work performed pursuant to this Agreement shall be deemed authorized by all the OWNERS and the OWNERS consent to be bound by the terms of any contract for improvements entered into pursuant to the same.

7. Unless otherwise agreed among the lot OWNERS, it is hereby declared that in the event that accumulation of snow exceeds four (4) inches in depth, as the average depth, any party to this Agreement is authorized to engage a contractor to remove the snow from the Driveway without further authorization from the other lot OWNERS;
8. All OWNERS agree that the PRIVATE ROAD/RIGHT OF WAY shall always be installed and maintained in accordance with the requirements of the Town of Newburgh, and maintained so as to be passable by ordinary passenger vehicles, emergency vehicles, as well as delivery trucks; and this shall include any "potholes" that exceed two (2) inches in depth. Maintenance includes snow removal, de-icing, sealing, resurfacing and re-edging pavement.
9. The PARTIES hereto shall execute any such other and further documentation as may from time to time be required to carry out the purposes and the intent of this Agreement, including but not limited to, any and all documentation necessary and appropriate to granting an Easement under and through the PRIVATE ROAD/RIGHT OF WAY for installation of utilities;
10. In the event a court of competent jurisdiction finds that any portion of this Agreement is void or unenforceable, the remainder of this Agreement which is not so found to be void or unenforceable shall remain in force and effect;
11. The PARTIES hereby confirm and ratify their respective rights to continue to utilize the PRIVATE ROAD/RIGHT OF WAY in its present location as depicted on the Map as a means of ingress and egress and for installation of utilities to and from their respective lots and Tarben Way;
12. This Declaration of Right of Way and Maintenance Agreement shall be recorded in the office of the Orange County Clerk and run with title to the lands and be binding upon the PARTIES, their heirs, successors and/or assigns in perpetuity.
13. Each lot OWNER shall indemnify and hold the other lot OWNERS and the GRANTOR harmless from any and all liability, including reasonable attorneys' fees, for personal injury or property damage when such injury or damage shall result from, arises out of or be attributable to the construction, use, repair or improvement of the PRIVATE ROAD/RIGHT-OF-WAY. Each lot OWNER shall indemnify and hold the GRANTOR harmless from any and all liability, including reasonable attorney's fees, for the cost of construction, re-construction, maintenance and repair of the PRIVATE ROAD/RIGHT OF WAY.

any such utilities. The term "utilities" shall include, but not be limited to water, sewer, electric, gas, telephone and cable. Such party undertaking such activity shall substantially return the premises to their existing condition after exercising rights pursuant to this AGREEMENT.

15. The PARTIES, their successors and assigns, agree not to place any structures within the PRIVATE ROAD/RIGHT-OF-WAY area and not to block the use thereof.
16. RESERVING unto the GRANTOR the right of ingress, egress and utilities to and from Lot # 12 on the Map (and as the same may or may not be further subdivided in the future) to Tarben Way over such portions of the PRIVATE ROAD/RIGHT OF WAY as are a part of the said Lot #12 and shall not bear any cost of the installation or maintenance of the PRIVATE ROAD/RIGHT OF WAY

Dated: ____ day of _____, 2018


DANIEL DICKINSON


ELISA DICKINSON


RAY FUCHECK


DAWN FUCHECK


RONALD L. COLANDREA

TARBEN, INC.


BY: ANTHONY TARSIO, PRESIDENT

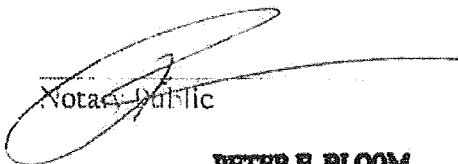

CHRISTOPHER MARTINEZ


CYNTHIA VAZZO AMARTINEZ

STATE OF NEW YORK)

COUNTY OF Orange) ss.:

On the 23rd day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL DICKINSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

PETER E. BLOOM
NOTARY PUBLIC - STATE OF NY
Residing in Orange County
#02BL5351357
Commission Expires June 30, 2022

STATE OF NEW YORK)

COUNTY OF NY Orange) ss.:

On the 23rd day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared ELISSA DICKINSON personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MATTHEW RICHARD WHITE
Notary Public - State of New York
NO. 01WH6282720
Qualified in Dutchess County
My Commission Expires May 28, 2021

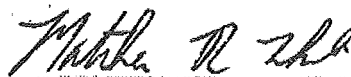

Notary Public

STATE OF NEW YORK)

COUNTY OF Orange) ss.:

On the 23 day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared RAY FUCHECK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MATTHEW RICHARD WHITE
Notary Public - State of New York



STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the 23 day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared DAWN FUCHECK personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the 20th day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY TARSIO personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ELIZABETH BELLE OLSEN
Notary Public, State of New York
Qualified in Orange County
Registration # 01OL8223604
Commission Expires June 21, 2022

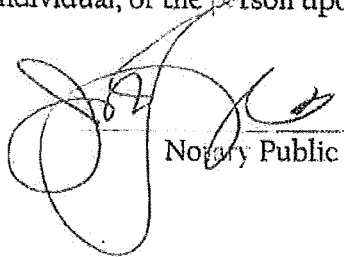
STATE OF NEW YORK)
) ss.:
COUNTY OF)

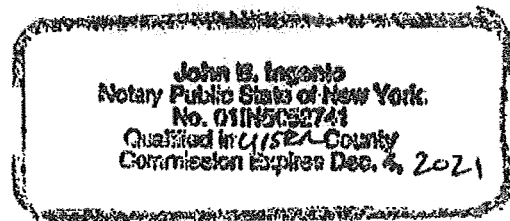
On the 27th day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared RONALD L. COLANDREA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF Ulster)

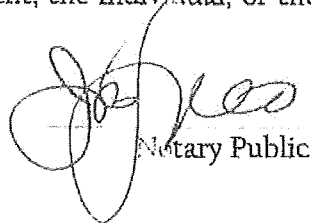
On the 28th day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared CHRISTOPHER MARTINEZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

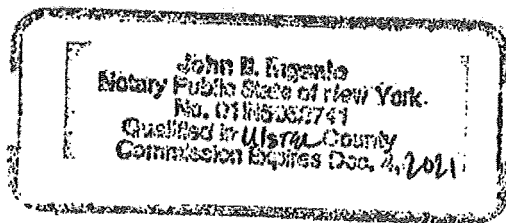

Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF Ulster)

On the 28th day of August, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared CYNTHIA MAZZOLA MARTINEZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



J T Abstract Co. Inc.
717 Broadway
Newburgh, New York 12550
(845) 562-8855
Fax (845) 562-0056
Insuring Residential & Commercial Title Since 1985

Arlene Gucciardo
JTAbstract@hotmail.com

January 28, 2019

Mike Donnelly And Mark Taylor,

**Re: Lands of Daniel Dickinson & Elissa Dickinson
 W of Fostertown Road, Town of Newburgh
 Section 6 Block 1 Lot 12**

Gentlemen:

I have caused to be made a search of the Orange County Clerk's records with regards to ownership, and more particularly, accesses to the Dickinson property.

The property has the benefit of a filed Declaration of Right of Way and Maintenance Agreement (recorded in Liber 14455 page 21), a copy of which is annexed hereto. This agreement provides rights of ingress and egress, as well as utilities, for the Dickinson's property over an existing 50' right of way to the Town Road known as Tarben Way.

Although the Maintenance Agreement refers to the easement as starting at Lot 12 on the Subdivision Map 274-16, access is also granted more specifically through Tarben Way, a soon to be dedicated town road. This easement is clearly detailed in Deed, Liber 13979 Page 1220 recorded in the Orange County Clerk's Office on December 7, 2015. Also reflected in prior Deeds in Liber 5847 Page 331 and Liber 11338 Page 0575.

Please do not hesitate to contact me if you have any questions need any additional documentation or information.

Very truly yours,

Arlene Gucciardo

Bloom & Bloom, P.C.

ATTORNEYS AND COUNSELORS AT LAW

DANIEL J. BLOOM
PETER E. BLOOM
KEVIN D. BLOOM *
KATHLEEN L. BLOOM
*ALSO ADMITTED IN FLORIDA

530 BLOOMING GROVE TURNPIKE
P.O. BOX 4323
NEW WINDSOR, NEW YORK 12553
TELEPHONE (845) 561-6920
FAX: (845) 561-0978
E-MAIL: BLOOMBLOOM@hvc.rr.com

February 21, 2019

VIA EMAIL ONLY: MTaylor@riderweiner.com

Mark Taylor, Esq.
Rider, Weiner & Frankel, P.C.
655 Little Britian Road
New Windsor, New York 12553

RE: DANIEL DICKINSON – SBL: 6-1-12
Our File No.: RE-2625

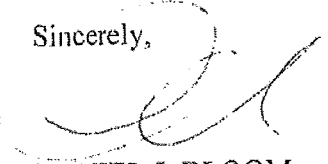
Dear Mark:

I transmit herewith a proposed "Declaration of Extinguishment of Easement" in the above matter for your review and approval. I have revised the same in accordance with your email of February 14, 2019 (6:11 PM). Once approved, I will arrange to have it executed by my client together with a TP-584 and transmitted to the Title Company for recording in the Office of the Orange County Clerk.

This will also confirm that my client will execute and record in the Orange County Clerk's Office his written agreement, binding on successor owners of his subject premises, to vote in favor of all upgrades and improvements to the right of way leading from Tarben Way cul de sac to his premises and others' properties to bring it to a private road standard. My client has signed this letter in further confirmation of his agreement in this regard.

Thank you for your continuing cooperation.

Sincerely,



DANIEL J. BLOOM
DJB/kmp

The undersigned "Declarant" hereby agrees and commits to the above Terms and Conditions.

Daniel Dickinson

Mark Taylor, Esq.
Rider, Weiner & Frankel, P.C.
February 21, 2019
Page Two

cc: JT Abstract, Attn: Arlene via email: jtabstract@hotmail.com (with enclosure)
Charles T. Brown, P.E. via email: talcottdesign12@gmail.com (with enclosure)
Daniel Dickinson via email: danielmichaeldickinson@yahoo.com (with enclosure)

This Declaration of Extinguishment of Easement (hereinafter the "**Declaration**") is made the ____ day of February, 2019 by Daniel Dickinson (hereinafter referred to as "**DECLARANT**").

The real estate affected by this instrument is located in the Town of Newburgh, Orange County, New York and described in the Tax Map in the Town of Newburgh as a portion of SBL: 127-1-14 (Tarben Way – Private Road) and 6-1-12 (Declarant's Property) as well as depicted and described on Map #274-16 filed in the Office of the Orange County Clerk on October 5, 2016.

DECLARANT hereby Quitclaims, Releases and Extinguishes all of his rights, title and interest in the Easement over the private road described on the aforesaid Map and referred to thereon as Tarben Way. Said easement is further referenced in the following Deeds:

- a. Liber 5847 at page 331 and
- b. Liber 11338 at page 0575.

This "**Declaration**" shall become effective only and simultaneously with the acceptance of Tarben Way by the Town of Newburgh as a Town Road.

This "**Declaration**" specifically relates to the rights of **DECLARANT** in Tarben Way and not to those rights of **DECLARANT** created by that certain "Right-of-Way and Maintenance Agreement", filed in the Orange County Clerk's Office on September 4, 2018, Instrument No. 20180063851, and recorded in Liber 14455 at page 21.

Dated: Newburgh, New York
____ of February, 2019

) ss:

COUNTY OF ORANGE)

On the ____ day of February, 2019, before me, the undersigned, personally appeared DANIEL DICKINSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: DICKINSON RESIDENCE		TED # 17334-DNK	
Project Location (describe, and attach a location map): TARBEN WAY, NEWBURGH, NY S/B/L 6-1-12			
Brief Description of Proposed Action: CREATE AN OPEN DEVELOPMENT AREA TO PERMIT CONSTRUCTION OF A SINGLE FAMILY RESIDENCE			
Name of Applicant or Sponsor: DANIEL & ELISSA DICKINSON		Telephone: 845-591-6720 E-Mail: DANIELMICHAELDICKINSON@YAHOO.C	
Address: 4 MAPLEWOOD DRIVE			
City/PO: NEWBURGH		State: NY	Zip Code: 12550
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: BUILDING PERMIT FROM TOWN OF NEWBURGH BUILING DEPARTMENT		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		12 acres	
b. Total acreage to be physically disturbed?		1 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		12 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			

If Yes, explain purpose and size: _____

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?

NO	YES
----	-----

If Yes, describe: _____

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?

NO	YES
----	-----

If Yes, describe: _____

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

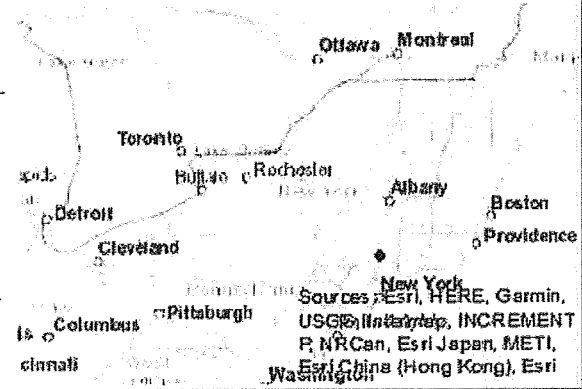
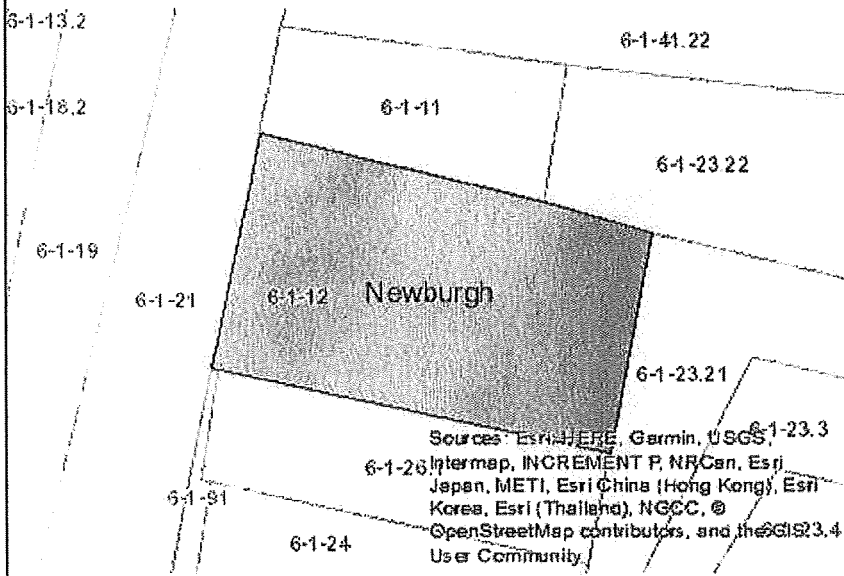
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: CHARLES T. BROWN, PE _____

Date: 12-3-2018 _____

Signature: _____

Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>



304600
TOWN OF NE
Scale 1" = 400'
SECTION REFERENCE

ORANGE COUNTY - NEW YORK

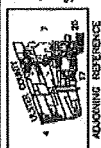
LEGEND

1	PLAT BLOCK NO.	2	PLAT BLOCK NO.
2	PLAT BLOCK NO.	3	PLAT BLOCK NO.
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9	PLAT BLOCK NO.	10	PLAT BLOCK NO.
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11	PLAT BLOCK NO.	12	PLAT BLOCK NO.
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16	PLAT BLOCK NO.	17	PLAT BLOCK NO.
17	PLAT BLOCK NO.	18	PLAT BLOCK NO.

Orange County Term and Description Book No. 100, Page 100
Orange County Term and Description Book No. 100, Page 100
Orange County Term and Description Book No. 100, Page 100
Orange County Term and Description Book No. 100, Page 100

Orange County Term and Description Book No. 100, Page 100
Orange County Term and Description Book No. 100, Page 100
Orange County Term and Description Book No. 100, Page 100
Orange County Term and Description Book No. 100, Page 100

subject parcel



NOTICE: THIS MAP IS A PRELIMINARY MAP TO BE USED FOR REFERENCE ONLY. IT IS NOT TO BE USED FOR CONFORMANCE WITH ANY LAW OR ORDER OF THE STATE COURTS. ANY PART OF THIS MAP WHICH IS NOT SHOWN AS BEING A PART OF THE ORIGINAL RECORD WILL BE DEEMED TO BE A MISTAKE AND WILL BE CORRECTED.

INSERT C
1" = 200'

INSERT B
1" = 200'

SECTION 17

SECTION 4

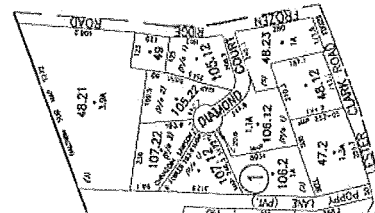
SECTION

COUNTY

USTER DRIVE

BARBARA DRIVE

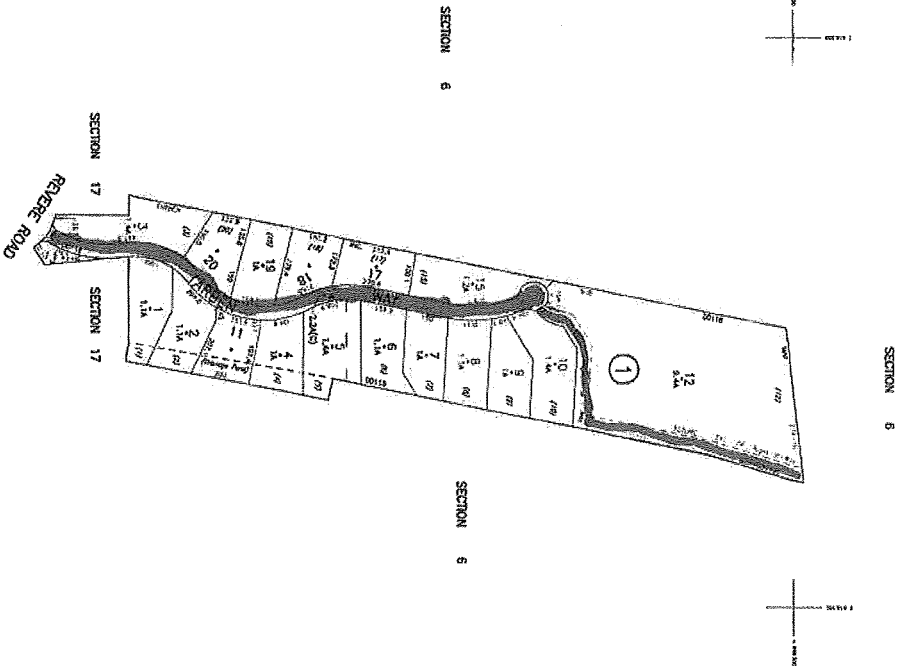
POPEY LANE



PLAT NUMBER	102	PLAT BLOCK NO.	21
SECTION NO.	12	SECTION NO.	12
SECTION 17	17	SECTION 17	17
SECTION 6	6	SECTION 6	6
SECTION 1	1	SECTION 1	1
SECTION 2	2	SECTION 2	2
SECTION 3	3	SECTION 3	3
SECTION 4	4	SECTION 4	4
SECTION 5	5	SECTION 5	5
SECTION 8	8	SECTION 8	8
SECTION 9	9	SECTION 9	9
SECTION 10	10	SECTION 10	10
SECTION 11	11	SECTION 11	11
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SECTION 14	14	SECTION 14	14
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SECTION 32	32	SECTION 32	32
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SECTION 96	96	SECTION 96	96
SECTION 97	97	SECTION 97	97
SECTION 98	98	SECTION 98	98
SECTION 99	99	SECTION 99	99
SECTION 100	100	SECTION 100	100

LEGEND

ORANGE COUNTY-NEW YORK



DATE	10/15
SCALE	1" = 200'
SECTION	12
TOWN	1
PLAT NO.	102

TOWN ()
Scale 1" = 200'

ADJOINING REFERENCE



NOTICE: THIS MAP IS PREPARED BY THE COUNTY ENGINEER AND THE COUNTY SURVEYOR AND IS SUBJECT TO THE PROVISIONS OF THE SURVEYING AND MAPPING ACT OF 1920. THE COUNTY ENGINEER AND SURVEYOR ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE MAP OR FOR THE RESULTS OF ANY SURVEY MADE THEREFROM.

Orange County, New York
120 Main Street, Orange, N.Y. 12550
Phone: 518-534-1100

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF SEQR
DETERMINATION: APPROVAL
OF OPEN DEVELOPMENT AREA
PETITION FOR TAX PARCEL
SECTION 6 BLOCK 1 LOT 12;
AN UNLISTED ACTION

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

WHEREAS, the Town Board of the Town of Newburgh proposes to approve the petition
of Daniel Dickinson for designation of a parcel of land which Mr. Dickinson owns designated on
the Orange County tax map for the Town of Newburgh as Section 6 Block 1 Lot 12 subject to
certain conditions as an Open Development Area pursuant to Town Law Section 280-a; and

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

WHEREAS, a short Environmental Assessment Form for the proposed action has been
prepared; and

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

WHEREAS, the Town Board has determined that the Action is not located in an
agricultural district; and

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

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

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

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.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION TO ESTABLISH
AN OPEN DEVELOPMENT AREA
IN THE TOWN OF NEWBURGH FOR
PROPERTY COMPRISED OF THE
TAX PARCEL DESIGNATED
AS SECTION 6 BLOCK 1 LOT 12
ON THE TAX MAP OF THE TOWN OF
NEWBURGH PURSUANT TO
NEW YORK STATE TOWN LAW
SECTION 280-a

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

WHEREAS, New York State Town Law Section 280-a, provides that a town board may,
by resolution, establish an Open Development Area or areas within the town, wherein permits
may be issued for the erection of structures to which access is given by right of way or
easement, upon such conditions and subject to such limitations as may be prescribed by general
or special rule of the planning board, if one exists, or of the town board if a planning board does
not exist; and

WHEREAS, the Town Board of the Town of Newburgh received a Petition in the Matter
of the Application of Daniel Dickinson (the "Petitioner") for the creation of an Open Development
Area for property which the Petitioners own, such property being shown and designated as Section
6, Block 1, Lot 12 on the Tax Map of the Town of Newburgh, more fully described in Schedule
"A" annexed hereto and made a part hereof (the "Property"); and

WHEREAS, the Petitioner submitted the Petition following the denial of a building permit
application for one single family residential structure be built on the Property; and

WHEREAS, the Petitioner has submitted a copy of an executed and recorded
"Declaration of Right of Way and Maintenance Agreement" recorded in the Orange County
Clerk's Office on September 4, 2018 at Liber 14455 page 21 for access to the Property executed
by the owner of an adjacent parcel of land in the Town of Newburgh, the Petitioner and owners of
three other properties to whose benefit the easement runs (the "Right of Way Agreement"); and

WHEREAS, the Petitioner has additionally submitted documentation with respect to its

planning board exists in such town, the town board, before establishing any such open development area or areas, shall refer the matter to such planning board for its advice and shall allow such planning board a reasonable time to report; and

WHEREAS, the Town Board of the Town of Newburgh has duly referred the Petition for the designation of the Property as an Open Development Area to the Planning Board of the Town of Newburgh for its report; and

WHEREAS, the Petitioner has also appeared before the Planning Board of the Town of Newburgh in connection with this application; and

WHEREAS, the Planning Board by letter of its attorney dated January 7, 2019 and February 14, 2019, has recommended that any approval of the establishment of the requested Open Development Area be subject to a condition that an Open Development Area be limited to only this lot, notwithstanding that three other lots also have rights to utilize the easement and that any further use of the right of way shall require its upgrade and improvement to a private road standard that more than one residential structure be built on the lands within the open development area; and

WHEREAS, the Town Board has considered the Petition and the report of the Planning Board; and

WHEREAS, the Town Board upon performing an uncoordinated review under SEQRA, has issued a Negative Declaration for the Action which includes the petitioned for creation of an Open Development Area.

NOW, THEREFORE, BE IT RESOLVED as follows:

the Town Board of the Town of Newburgh hereby establishes the Property of Daniel Dickinson designated as Section 6, Block 1, Lot 12 on the Tax Map of the Town of Newburgh, as more fully described on Schedule "A" annexed hereto and made a part hereof (the "Property") as an Open Development Area in the Town of Newburgh to be known as the "Dickinson Open Development Area" pursuant to Town Law Section 280-a, subject to the following conditions recommended and determined by the Planning Board:

1. the Open Development Area shall only include the Property;
2. prior to the issuance of any building permits in addition to the permit for the one residential building sought by the Petitioner and associated accessory structures on

work;

3. the submission of an agreement acceptable to the Attorney for the Town, binding upon the Petitioner, his successors and assigns, providing that the Petitioner his successors and assigns shall vote his subject premises in favor of the upgrades and improvements to the access easement leading to the Tarben Way cul de sac to the Town's private road standards in accordance with the procedures set forth in the Right of Way Agreement should the Petitioner or the owner of any other property which benefits from the easement seek a building permit from the Town and proof of its recording in the Orange County Clerk's office; and
4. the submission of proof of the recording in the orange County Clerk's office of a Declaration of Extinguishment of Easement executed by the Petitioner satisfactory to the Attorney for the Town pertaining to the extinguishment of the Petitioner's easement rights in Tarben Way once it is accepted as a public highway; and

BE IT FURTHER RESOLVED, that pursuant to Town Law Section 280-a, the Dickinson Open Development Area is established upon such additional conditions and subject to such limitations as may be prescribed by general or special rule of the Town of Newburgh Planning Board; and **BE IT FURTHER RESOLVED**, that this resolution of establishment shall take effect immediately; and

BE IT FURTHER RESOLVED, that The Town Clerk is hereby directed to enter this resolution in the minutes of this meeting.

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.

I, Andrew J. Zarutskie, the duly elected and 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 ___rd day of February, 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.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh

SCHEDULE "A"

TITLE NO. RCA-WT-53150

REVISED SCHEDULE A

ALL that certain piece or parcel of land, lying, situate in the Town of Newburgh, County of Orange and State of New York, bounded and described as follows:

BEGINNING at an iron rod found at the southeasterly corner of the herein described premises; and running thence along the lands now or formerly of David LeRoy N 64° 11' 18" W 924.73 feet to an iron rod found on the easterly line of lands now or formerly of Tarben Inc.; thence along the easterly line of said Tarben Inc., N 24° 43' 08" E 577.49 feet to a point; thence leaving said line and along the southerly line of other lands of the Grantor S 62° 43' 10" E 671.89 feet to a point; thence along a stonewall and the line of Lot No. 2 from a map filed in the Orange County Clerk's Office as Map No. 469-4, S 60° 21' 37" E 254.62 feet to a point; thence along the westerly line of Lot No. 2 from a map filed in the Orange County Clerk's Office as Map No. 9463, S 24° 45' 18" W passing through an iron pipe found at 306.92 feet and passing through an iron pipe found at an additional 200.70 feet, a total distance of 543.26 feet to the point or place of **BEGINNING**.

For conveyancing only,
to be conveyed

Together with all right, title if intended and
interest of, in and to any streets and road
abutting the above described premises, to the

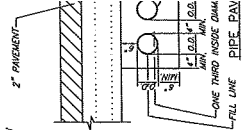
9B (additional mat)

ZONING SCHEDULE

ZONE	AP	REQUIRED	ENJOINED
MINIMUM LOT AREA		40,000	521,727.14
MINIMUM YARDS (ft)			
FRONT	50'		107'
REAR	50'		750'
SIDE			
ONE	30'		113'
BOTH	50'		514'
MINIMUM LOT WIDTH (ft)	150'		924'
MINIMUM SURFACE COVERAGE (%)	20%		3%
LOT BUILDING COVERAGE	10%		3%
MAXIMUM HEIGHT	35'		35' max.

MAP REFERENCE:

1. TOPOGRAPHY PER ORANGE COUNTY USGS
2. SUBMISSION ENTITLED "RISK REAL ESTATE MANAGEMENT INC. - IN PINKS"
3. PLAN ENTITLED "PER A PLAN ENTITLED 'LAND OF DICKSON'" PREPARED BY VALERIA CONSULTING ENGINEERS
4. EXISTING ADJOINING UTILITIES, TOPOGRAPHY AND PROPERTY LINES PER A SUBMISSION ENTITLED "INBEN SUBMISSION PREPARED BY BEN BUCK"
5. EXISTING ADJOINING UTILITIES, TOPOGRAPHY AND PROPERTY LINES PER A SUBMISSION ENTITLED "INBEN SUBMISSION PREPARED BY BEN BUCK"



PIPE SIZES
K.T.S.

DRAINAGE AREA = J
Q = CA 125
Q = 26.52 X 6.0 A
V = 1.48
USE (3) 34" PIPES
2028'-7" = 50 CFS

LEGEND

- PROPERTY LINE EXISTING
- PROPERTY LINE ADJOINING
- EXISTING CONTOURS (2)
- EXISTING CONTOURS (10)
- CONTOURS PROPOSED (2)
- CONTOURS PROPOSED (10)
- EXISTING UTILITY
- SET FORCE

PLAN CERTIFICATIONS
I, DANIEL J. GIBSON, a Licensed Professional Engineer in the State of Florida, do hereby certify that I am the author of the above described plan and that I am a duly Licensed Professional Engineer in the State of Florida. My Florida License No. is 12574. My expiration date is 12/31/2019.

PLAN CERTIFICATIONS
I, DANIEL J. GIBSON, a Licensed Professional Engineer in the State of Florida, do hereby certify that I am the author of the above described plan and that I am a duly Licensed Professional Engineer in the State of Florida. My Florida License No. is 12574. My expiration date is 12/31/2019.

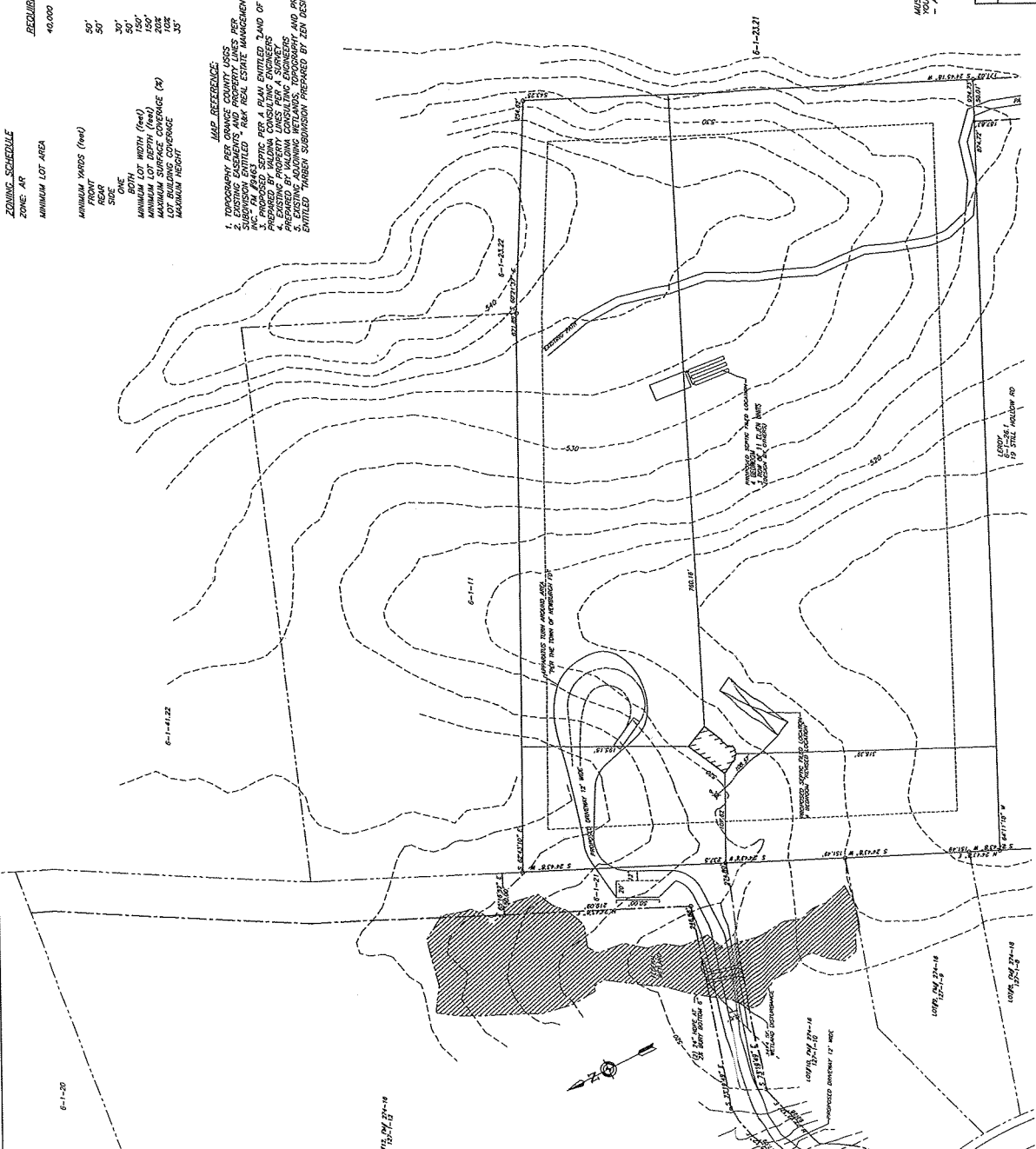
TALCOTT ENGINEERING
1 GARDNER
NORWICH
FLORIDA 32901
(888) 888-8888
WWW.TALCOTTENGINEERING.COM

PILOT P. DICK
STILL HOLLOW ROAD
TOWNSHIP OF NEWBURGH
FLORIDA 32901
17'-00"
17'-00"

DATE: 04/20/19
BY: CHARLES T. BROWNAUSE

REVISIONS

NO.	DATE	BY	DESCRIPTION



100% (BY 27'-0")
100% (BY 27'-0")
100% (BY 27'-0")

100% (BY 27'-0")
100% (BY 27'-0")
100% (BY 27'-0")

Bloom & Bloom, P.C.

ATTORNEYS AND COUNSELORS AT LAW

DANIEL J. BLOOM
PETER E. BLOOM
KEVIN D. BLOOM *
KATHLEEN L. BLOOM
*ALSO ADMITTED IN FLORIDA

530 BLOOMING GROVE TURNPIKE
P.O. BOX 4323
NEW WINDSOR, NEW YORK 12553
TELEPHONE (845) 561-6920
FAX: (845) 561-0978
E-MAIL: BLOOMBLOOM@hvc.rr.com

February 21, 2019

VIA EMAIL ONLY: MTaylor@riderweiner.com

Mark Taylor, Esq.
Rider, Weiner & Frankel, P.C.
655 Little Britian Road
New Windsor, New York 12553

RE: DANIEL DICKINSON – SBL: 6-1-12
Our File No.: RE-2625

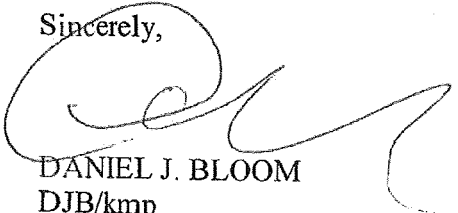
Dear Mark:

I transmit herewith a proposed “Declaration of Extinguishment of Easement” in the above matter for your review and approval. I have revised the same in accordance with your email of February 14, 2019 (6:11 PM). Once approved, I will arrange to have it executed by my client together with a TP-584 and transmitted to the Title Company for recording in the Office of the Orange County Clerk.

This will also confirm that my client will execute and record in the Orange County Clerk’s Office his written agreement, binding on successor owners of his subject premises, to vote in favor of all upgrades and improvements to the right of way leading from Tarben Way cul de sac to his premises and others’ properties to bring it to a private road standard. My client has signed this letter in further confirmation of his agreement in this regard.

Thank you for your continuing cooperation.

Sincerely,


DANIEL J. BLOOM
DJB/kmp

The undersigned “Declarant” hereby
agrees and commits to the above Terms
and Conditions.


Daniel Dickinson

Mark Taylor, Esq.
Rider, Weiner & Frankel, P.C.
February 21, 2019
Page Two

cc: JT Abstract, Attn: Arlene via email: jtabstract@hotmail.com (with enclosure)
Charles T. Brown, P.E. via email: talcottdesign12@gmail.com (with enclosure)
Daniel Dickinson via email: danielmichaeldickinson@yahoo.com (with enclosure)

This Declaration of Extinguishment of Easement (hereinafter the "**Declaration**") is made the ____ day of February, 2019 by Daniel Dickinson (hereinafter referred to as "**DECLARANT**").

The real estate affected by this instrument is located in the Town of Newburgh, Orange County, New York and described in the Tax Map in the Town of Newburgh as a portion of SBL: 127-1-14 (Tarben Way – Private Road) and 6-1-12 (Declarant's Property) as well as depicted and described on Map #274-16 filed in the Office of the Orange County Clerk on October 5, 2016.

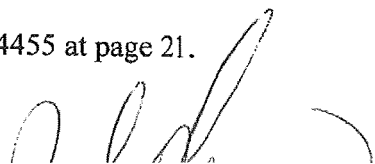
DECLARANT hereby Quitclaims, Releases and Extinguishes all of his rights, title and interest in the Easement over the private road described on the aforesaid Map and referred to thereon as Tarben Way. Said easement is further referenced in the following Deeds:

- a. Liber 5847 at page 331 and
- b. Liber 11338 at page 0575.

This "**Declaration**" shall become effective only and simultaneously with the acceptance of Tarben Way by the Town of Newburgh as a Town Road.

This "**Declaration**" specifically relates to the rights of **DECLARANT** in Tarben Way and not to those rights of **DECLARANT** created by that certain "Right-of-Way and Maintenance Agreement", filed in the Orange County Clerk's Office on September 4, 2018, Instrument No. 20180063851, and recorded in Liber 14455 at page 21.

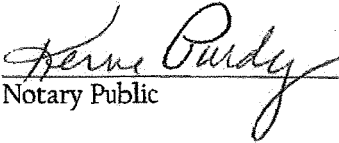
Dated: Newburgh, New York



) ss:

COUNTY OF ORANGE)

On the 22nd day of February, 2019, before me, the undersigned, personally appeared DANIEL DICKINSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

KERRIE PURDY
Notary Public, State of New York
No. 01PU6381665
Qualified in Orange County
Commission Expires October 9, 2022



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: February 9, 2019

I am requesting authorization to use the T-94 account to pay for veterinarian services
from: Flannery Animal Hospital

Totaling: \$51.20

Feline: \$51.50

Canine:

VOUCHER

DEPARTMENT

TONAC

ID# 18987

CLAIMANT'S
NAME
AND
ADDRESSFlannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

FUND - APPROPRIATION

AMOUNT

VOUCHER NO.

TOTAL

Abstract No.

Vendor's
Ref. No.

TERMS

January 2019 Invoice

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1-12-19	Inv# 834812675	HBL Jan 12th (F) Tiger color	\$	51.20
COPY				
(See Instructions on Reverse Side)			TOTAL	51.20

CLAIMANT'S CERTIFICATION

I, JEAN Tobin, certify that the above account in the amount of \$ 51.20 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

2-5-19

DATE



SIGNATURE

Acct Manager

TITLE

(Space Below for Municipal Use)

APPROVAL FOR PAYMENT

DEPARTMENT APPROVAL

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

Client

Town Of Newburgh Animal Control (#18987)

645 Gidney Avenue
Newburgh, NY 12550

Patient

HBC CAT Jan 12Th (#119947)

Species: Feline (Domestic Short Hair)

Sex: Female | Color: Gray; Tiger

Birth: 01/12/2014 | Age: 5y | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
1/12/2019	Euthanasia	1.00	\$148.55	-\$117.35	\$0.00	\$31.20
	Group Cremation		\$57.50	-\$37.50	\$0.00	\$20.00

Subtotal: \$51.20

Discounts	Shelters/PetStore	-\$154.85
-----------	-------------------	-----------

Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
HBC CAT Jan 12Th	\$206.05	-\$154.85	\$0.00	\$51.20

--	--	--

COPY



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

**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

(845) 567-3100
fax: (845) 567-3232
e-mail: mhenry@mhepc.com

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

8 February 2019

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR

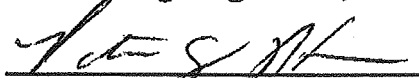
SUBJECT: MATRIX BUSINESS PARK DEVELOPMENT PAVING AND PERFORMANCE SECURITY

Dear Supervisor Piaquadio,

This office is in receipt of a letter dated 25 May 2018 regarding the condition of the pavement in the as-built site. Matrix Development and/or the project contractor posted a \$2,157,000 security based on winter weather construction conditions during the grading and paving of the parking areas on the site. The Paving and Improvements Security and Indemnification Agreement was executed between the Town and Matrix. Based on field reviews performed by this office and the certification letter received from Langan Engineering, this office takes no exception to the Town releasing the paving and performance bond which was subject to the Paving and Improvements Security and Indemnification agreement dated 23 February 2017. A copy of the Paving and Improvements Security and Indemnification Agreement is attached for your use. Please feel free to contact the undersigned should you have any question, comments or require any additional information regarding this matter.

Very Truly Yours,

**McGoey, Hauser & Edsall
Consulting Engineers, D.P.C**



Patrick J. Hines
Principal

25 May 2018

Town of Newburgh Code Compliance
Gerald Canfield
308 Gardnertown Road
Newburgh, NY 12550

**Re: Asphalt Pavement and Curbing
Matrix Business Park Development
Town of Newburgh, Orange County, New York
Langan Project No.: 9190601**

Dear Gerald:

This letter is being provided so that the pavement bond can be released.

All asphalt pavement and concrete curb have been substantially completed in general accordance with the approved Site Plans. Langan has performed a parking space count and confirmed that there is the required number of parking spots at the property.

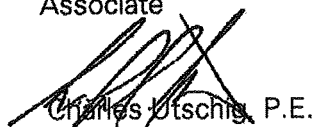
There are currently no signs of pavement distress based on a recent site walk performed by Langan and all curbing is intact. Any pavement issues that arise will be addressed during normal maintenance operations for the site.

Should you have any questions, please feel free call.

Sincerely,
**Langan Engineering, Environmental, Surveying
and Landscape Architecture, D.P.C.**



Arthur C. Roesler
Associate



Charles Jtschig, P.E.
Associate

cc: Pat Hines / MHE
Ken Griffin / Matrix

**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

(845) 567-3100
fax: (845) 567-3232
e-mail: mheny@mhepc.com

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

8 February 2019

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR
SUBJECT: MATRIX LANDSCAPING BOND

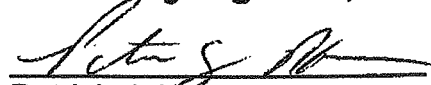
Dear Supervisor Piaquadio,

Representatives of this office have performed periodic field reviews of the Matrix site over the last several years. McGoey, Hauser and Edsall field personnel have field reviewed the landscaping with regard to compliance with the landscaping plans. MH&E representatives have identified that the landscaping is in substantial compliance with the originally approved plans. Matrix Business Park Development previously posted a \$51,266 security with the Town of Newburgh. Based on a field review this office will recommend that the landscaping bond be reduced to a maintenance bond of 10% of the original required security.

Based on the above MH&E would recommend that a security in the amount of \$5,125 be posted for the two year maintenance required by the Town code. Please feel free to contact the undersigned should you have any questions, comments or require any additional information regarding this matter.

Very Truly Yours,

**McGoey, Hauser & Edsall
Consulting Engineers, D.P.C**



Patrick J. Hines
Principal



RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Acting Town Supervisor
CC: Town Board
From: Ronald E. Clum, Town Accountant
Date: February 19, 2019
RE: Justice Court Unclaimed Bail

Attached to this memo is a list of the Unclaimed Exonerated Bail accounts (T-89) that are over six years old. The Justice Court made a good faith effort to locate the persons that posted bail before the funds were turned over to the Accounting Department. These funds are still unclaimed 6 years later. At this time the bail becomes the property of the municipality and will be recorded as miscellaneous revenue within the General Fund. Please approve the transfer at your next board meeting of February 25, of these funds amounting to \$7,790.96 to the general fund.

This revenue will be recorded in the General Funds Miscellaneous Revenue, Account # 2770.

A handwritten signature in cursive script, appearing to read "Ronald E. Clum", written over a horizontal line.

Ronald E. Clum, CPA

6/21/2013	Joel Mojica	5.00	
6/21/2013	Santos, Rodriguez	160.00	
6/21/2013	David Broderick	4.00	
6/21/2013	Dele Orisagbemi	17.50	
6/21/2013	Roger Charland Jr.	5.00	
6/21/2013	Kesha Pinkney	970.00	
6/21/2013	Ricardo Diaz	100.00	
6/21/2013	Dennis Thomas	40.00	
6/21/2013	Rita Mora	50.00	
6/21/2013	Michael Lawrence	50.00	
6/21/2013	Joshua Chavez	38.47	
6/21/2013	Juan Garcia	115.00	
6/21/2013	Jorge Leon	50.00	
6/21/2013	Harris T.C.	100.00	
6/21/2013	Aimee Krawiec	100.00	
6/21/2013	Darrin Ferguson	17.50	
6/21/2013	Peter Cammarata	50.00	
6/21/2013	Milagros Rosado	80.00	
6/21/2013	Paul Grey	15.00	
6/21/2013	Jamal Pitts	500.00	
6/21/2013	Unknown	5,319.49	
	Total		7,790.96



845-564-4550

Assessor@TownofNewburgh.org

To: Supervisor Piaquadio
Town Board
Cc: Charlene M Black, Personnel
From: Lori Coady, Assessor for the Town of Newburgh
Date: February 20, 2019
Re: Employee Schooling

This is a request to approve Kathleen Papa to take two courses: Microsoft Word and Excel. I feel these two courses would enhance Kathleen's proficiency in my office. Accordingly she will pay for the classes and then per the CSEA contract she can submit her receipts with a passing grade to be fully reimbursed, up to \$800.00 per year. Thank you in advance for your assistance in this matter.



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 (2014, 2015, 2016,
2017 AND 2018);
OLD PLANK, LLC (OLD SOUTH PLANK ROAD)
OUR FILE NO. 800.24

DATE: February 22, 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 parcel which is the subject of the proceedings.

The settlement provides for reduction in the assessed value for 2014 by \$24,650 from \$330,000 to \$305,350 for 2015 by \$31,100 from \$330,000 to \$298,900; for 2016 by \$36,440 from \$330,000 to \$293,560, for 2017 by \$37,050 from \$330,000 to \$292,950 and by \$45,000 for 2018 from \$330,000 to \$285,000. 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 \$2,448.17 versus claimed liability of \$17,237.06.

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*)

February 15, 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: Old Plank, LLC, LLC v. Town of Newburgh
Index Nos. EF004640-2016, EF005529-2017 & EF007635-2018
Our File No. 5018. 110

Dear Mark:

Attached please find the proposed Consent Order and Judgment relative to the above-referenced proceedings. There are currently five (5) years pending for this property which is an eight-unit retail/office building approximately 6,400 square feet rentable space located at 102 South Plank Road. The property ranges in FMV from \$852,713 in 2014, \$868,421 in 2015, \$916,667 in 2016, \$958,188 in 2017 and \$970,588 in 2018. After reviewing the discovery responses (including, but not limited to, rent rolls, tax returns and income and expense statements), considering the layout of the building, and the cost of a trial-ready appraisal and a trial, a tentative settlement was negotiated. The proposed settlement reduces the assessments to a FMV of \$789,018 in 2014, \$786,579 in 2015, \$815,444 in 2016, \$850,610 in 2017 and \$838,235 in 2018. Lori Coady and I feel that it is a fair settlement.

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the original Order and forward it to the petitioner's attorney for submission to the Judge. I have also attached for your review a copy of the refund liability chart which shows the potential liability versus the proposed settlement refund liability.

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

FILE NO. 6547/nvo

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, at Goshen, New York,
on the _____ day of _____, 2019.

P R E S E N T :

HON. CATHERINE M. BARTLETT,

Justice.

----- X
In the Matter of the Application of : **CONSENT ORDER
& JUDGMENT**
OLD PLANK, LLC, :
Petitioner, : Index No.
- against - : 005473/14
: 005202/15
THE BOARD OF ASSESSORS AND THE BOARD : 004640/16 EF
OF ASSESSMENT REVIEW OF THE TOWN OF : 005529/17 EF
NEWBURGH, : 007635/18 EF
Respondents, : Section: 64
- against - : Block: 4
: Lot: 22
THE NEWBURGH ENLARGED CITY SCHOOL :
DISTRICT, :
Intervenor-Respondent. :
----- X

The above Petitioner having heretofore served and filed the Petitions and
Notices to review the tax assessments fixed by the Town of Newburgh for the
assessment rolls finalized in 2014 through 2018, and upon certain real property
located at 102 Old South Plank Road, Newburgh, and designated as Section 64, Block
4, Lot 22 on the official tax map of the Town of Newburgh, 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 **EDWARD C. MOHLENHOFF, ESQ.**, of Schroder & Strom, LLP, and the Respondent Town having appeared by **CATHY L. DROBNY, ESQ.** of E. Stewart Jones Hacker Murphy, LLP., and the Intervenor-Respondent having appeared by **MARC E. SHARFF, ESQ.** of Shaw, Perelson, May & Lambert, LLP, and the parties having made their settlement, it is

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

<u>Assessment Roll</u>	<u>Original Assessed Value</u>	<u>Revised Assessed Value</u>	<u>Assessment Reduction</u>
2014	\$330,000	\$305,350	\$24,750
2015	\$330,000	\$298,900	\$31,100
2016	\$330,000	\$293,560	\$36,440
2017	\$330,000	\$292,950	\$37,050
2018	\$330,000	\$285,000	\$45,000

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the Assessor of the Town of Newburgh and/or 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 of said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed

by the Petitioner by the **TOWN OF NEWBURGH** the amount of all Town and

paid by reason of delinquent payment of any excess 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 thereon from the date of payment thereof as provided by statute, provided, however, that if said refund is paid within sixty (60) days of service upon the Town of a copy of this Consent Order and Judgment with Notice of Entry, said refund shall be paid without interest. If payment is not made within sixty (60) days after the service of a certified copy of this Consent Order and Judgment upon the Receiver of Taxes of the Town of Newburgh, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and it is further

ORDERED, ADJUDGED AND DECREED, that the **COUNTY OF ORANGE,** State of New York, be and is hereby directed and authorized to audit, allow and pay to the Petitioner the amount, if any, of State, County, Judiciary, Special and Sewer District taxes paid by the Petitioner as taxes against the erroneous assessment in excess of what the taxes would have been if the said assessment had been determined by this Order, together with interest thereon from the date of payment as provided by statute, provided, however, that if said refund is paid within sixty (60) days of service upon the Commissioner of Finance of the County of Orange of a copy of this Consent Order and Judgment with Notice of Entry, said refund shall be paid without interest. If payment is not made within sixty (60) days after the service of a certified copy of this Consent Order and Judgment upon the Commissioner of Finance of the County of Orange, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and

ORDERED, ADJUDGED AND DECREED, that there shall be audited, allowed and paid to the Petitioner by **THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT** the amount of all School and/or Library 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 thereon from the date of payment thereof as provided by statute, provided, however, that if said refund is paid within sixty (60) days of service upon **THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT** of a copy of this Consent Order and Judgment with Notice of Entry, said refund shall be paid without interest. If payment is not made within sixty (60) days after the service of a certified copy of this Consent Order and Judgment upon the Superintendent of **THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT**, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be paid shall be paid by check or draft payable to the order of SCHRODER & STROM, 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 Section 475, and it is further

ORDERED ADJUDGED AND DECREED, that the provisions of Real Property Tax Law Section 727 shall be applicable to the reduction made to the 2018 assessment roll set forth in the First Decretal Paragraph herein for the 2019, 2020 and 2021 assessment rolls as set forth herein, subject to the exceptions as set forth in Real

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,

HON. CATHERINE M. BARTLETT

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



EDWARD C. MOHLENHOFF, ESQ.

Dated: Jan. 28, 2019

Schroder & Strom, LLP
Attorneys for Petitioner
114 Old Country Road, Ste 218
Mineola, NY 11501
(516) 742-7430
emohlenhoff@joneshacker.com

Dated: _____

CATHY L. DROBNY, ESQ.

E. Stewart Jones Hacker Murphy, LLP
Attorneys for Respondent TOWN
7 Airport Park Boulevard
Latham, NY 12110
(518) 213-0116
cdrobny@joneshacker.com

Dated: _____

MARC E. SHARFF, ESQ.

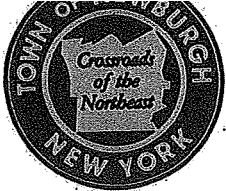
Shaw, Perelson, May & Lambert, LLP
Attorneys for Intervenor-Respondent Newburgh Enlarged City School District
115 Stevens Avenue
Valhalla, NY 10595
(914) 741-0070

Old Plank v. T/O Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	County	Tax Rate	Refund Liability
2014	64-4-22	\$ 330,000	\$ 305,350	38.70%	\$ 852,713	\$ 789,018	\$ 24,650	County	10.0772	\$ 248,40
								Town	8.85	\$ 218.27
								Highway	4.18	\$ 103.15
								Fire-OL	4.0484	\$ 99.79
								Sp. Dist.	4.4026	\$ 108.52
								Library	2.854649	\$ 70.37
								School	70.343901	\$ 1,733.98
								Newburgh		
2015	64-4-22	\$ 330,000	\$ 298,900	38.00%	\$ 868,421	\$ 786,579	\$ 31,100	County	10.3172	\$ 320.88
								Town	9.3402	\$ 290.48
								Highway	4.1586	\$ 129.33
								Fire-OL	4.1357	\$ 128.62
								Sp. Dist.	4.681	\$ 145.58
								Library	3.181501	\$ 98.94
								School	73.273521	\$ 2,278.81
								Newburgh		
2016	64-4-22	\$ 330,000	\$ 293,560	36.00%	\$ 916,667	\$ 815,444	\$ 36,440	County	10.7266	\$ 390.88
								Town	8.9568	\$ 326.39
								Highway	4.7918	\$ 174.61
								Fire-OL	4.0292	\$ 146.82
								Sp. Dist.	4.6673	\$ 170.08
								Library	3.393216	\$ 123.65
								School	75.038340	\$ 2,734.40
								Newburgh		
2017	64-4-22	\$ 330,000	\$ 292,950	34.44%	\$ 958,188	\$ 850,610	\$ 37,050	County	11.1261	\$ 412.22
								Town	9.2118	\$ 341.30
								Highway	5.2743	\$ 195.41
								Fire-OL	3.9272	\$ 145.50
								Sp. Dist.	4.6515	\$ 172.34
								Library	3.472455	\$ 128.65
								School	75.922863	\$ 2,812.94
								Newburgh		
2018	64-4-22	\$ 330,000	\$ 285,000	34.00%	\$ 970,588	\$ 838,235	\$ 45,000	County	11.0305	\$ 486.37
								Town	9.4132	\$ 423.59
								Highway	5.4584	\$ 245.63
								Fire-OL	3.9814	\$ 179.16
								Sp. Dist.	4.3375	\$ 195.19
								Library	3.410414	\$ 153.47
								School	73.757176	\$ 3,319.07
								Newburgh		
								COUNTY		\$ 1,868.73
								TOWN		\$ 1,600.03
								HIGHWAY		\$ 848.14
								FIRE-OL		\$ 699.90
								SP. DIST.		\$ 791.71
								LIBRARY		\$ 575.08
								SCHOOL		\$ 12,879.20
								TOTAL		\$ 19,262.80

Old Plank v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate		Refund Liability
								County	Town	
2014	64-4-22	\$ 330,000	\$ 82,500	38.70%	\$ 852,713	\$ 213,178	\$ 247,500	County	10.0772	\$ 2,494.11
								Town	8.8549	\$ 2,191.59
								Highway	4.1847	\$ 1,035.71
								Fire-OL	4.0484	\$ 1,001.98
								Sp.Dist.	4.4026	\$ 1,089.64
								Library	2.854649	\$ 706.53
2015	64-4-22	\$ 330,000	\$ 82,500	38.00%	\$ 868,421	\$ 217,105	\$ 247,500	Newburgh	70.343901	\$ 17,410.12
								County	10.3172	\$ 2,553.51
								Town	9.3402	\$ 2,311.70
								Highway	4.1586	\$ 1,029.25
								Fire-OL	4.1357	\$ 1,023.59
								Sp.Dist.	4.681	\$ 1,158.55
2016	64-4-22	\$ 330,000	\$ 82,500	36.00%	\$ 916,667	\$ 229,167	\$ 247,500	Newburgh	3.181501	\$ 787.42
								School	73.273521	\$ 18,135.20
								County	10.7266	\$ 2,654.83
								Town	8.9568	\$ 2,216.81
								Highway	4.7918	\$ 1,185.97
								Fire-OL	4.0292	\$ 997.23
2017	64-4-22	\$ 330,000	\$ 82,500	34.44%	\$ 958,188	\$ 239,547	\$ 247,500	Newburgh	4.6673	\$ 1,155.16
								Library	3.393216	\$ 839.82
								School	75.038340	\$ 18,571.99
								County	11.1261	\$ 2,753.71
								Town	9.2118	\$ 2,279.92
								Highway	5.2743	\$ 1,305.39
2018	64-4-22	\$ 330,000	\$ 82,500	34.00%	\$ 970,588	\$ 242,647	\$ 247,500	Newburgh	3.9272	\$ 971.98
								Fire-OL	4.6515	\$ 1,151.25
								Library	3.472455	\$ 859.43
								School	75.922863	\$ 18,790.91
								County	11.0305	\$ 2,730.05
								Town	9.4132	\$ 2,329.77
								Highway	5.4584	\$ 1,350.95
								Fire-OL	3.9814	\$ 985.40
								Sp.Dist.	4.3375	\$ 1,073.53
								Library	3.410414	\$ 844.08
								School	73.757176	\$ 18,254.90
								County		\$ 13,186.21
								Town		\$ 11,329.78
								Highway		\$ 5,907.28
								Fire-OL		\$ 4,980.17
								SP. DIST.		\$ 5,628.13
								LIBRARY		\$ 4,037.28
								SCHOOL		\$ 91,163.11
								Total		\$ 136,231.95



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

February 20, 2019

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Acceptance of Stop DWI Funding

I am requesting the Newburgh Town Board adopt a Resolution authorizing execution and delivery of an inter-municipal agreement, between the Town of Newburgh and the County of Orange, for Stop DWI Program Services beginning March 15, 2019 and ending on January 1, 2020.

Respectfully submitted,

Donald B. Campbell
Chief of Police



Goshen, New York 10924
845-615-0566

Steven M. Neuhaus
County Executive

Coordinator
Craig Cherry
Deputy Commissioner
Police Liaison Services

Administrator
Christina Hale



TO: TOWN OF NEWBURGH

FROM: Craig Cherry, Orange County Stop-DWI Coordinator

DATE: February 5, 2019

Enclosed is your Department's contract for the 2019 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 15, 2019 and ending on January 1, 2020**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 15, 2019 and ending on May 28, 2019 in the amount of **\$2025/50**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract to the above address at your earliest convenience to insure that your Department can participate in the enforcement period. **A BOARD CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (“IMA”) is entered into this 5th day of February, 2019, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services (“COUNTY”), and the **TOWN OF NEWBURGH**, a Town of the State of New York, with its principal offices at 300 Gardnertown Road, Newburgh, NY 12550, by and through its Police Department (“MUNICIPALITY”).

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY’s Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 (“STOP DWI Program”). The purpose of the STOP DWI Program is to coordinate and fund Orange County’s town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York (“State”), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on February 5, 2019 and end January 11, 2020.

ARTICLE 3. PROCUREMENT OF AGREEMENT

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY’s right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law to disclose such interest to the

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

SCHEDULE A-1

NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 15, 2019 through May 28, 2019, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 3, 2019 through September 3, 2019, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 27, 2019 through January 1, 2020, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 1, 2018 through January 1, 2019, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **TWO THOUSAND TWENTY-FIVE AND 00/100 (\$2025)** covering **50** man-hours for the first enforcement period of 2019. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT

commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.



MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: INTER-MUNICIPAL AGREEMENT WITH ORANGE COUNTY;

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEWBURGH THE COUNTY OF ORANGE FOR THE PERIOD MARCH 15, 2019 - JANUARY 1, 2020 FOR STOP DWI PROGRAM SERVICES
OUR FILE NO. 800.1(B)(7)(2011)

DATE: FEBRUARY 21, 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 please find the above referenced proposed resolution authorizing a Stop DWI Program Services Agreement for 2019 for the Town Board's consideration. The term of the Agreement as set forth in Article 2 is March 15, 2019 to January 1, 2020. As with past agreements, it covers three enforcement periods coincident with holiday periods, with the last period ending January 1, 2020. As is generally the case with funding agreements, Article 9 requires the Town to indemnify the County for claims losses, damages, liabilities, costs and expenses arising out of acts or omissions of the Town or its agents. Article 12 includes a general right of to set-off right to withhold monies otherwise due to the Town in the event of a default by the Town.

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

MCT:kac
Enclosure

cc: Andrew J. Zarutskie, Town Clerk

Town of Newburgh, held at the Town Hall,
1496 Route 300, in the Town of Newburgh,
Orange County, New York on the ____ day of
_____, 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 EXECUTION AND
DELIVERY OF INTER-MUNICIPAL
AGREEMENT BETWEEN THE
TOWN OF NEWBURGH AND
THE COUNTY OF ORANGE FOR
THE PERIOD MARCH 15, 2019 -
JANUARY 1, 2020 FOR
STOP DWI PROGRAM SERVICES

Councilman\Councilwoman _____ presented the following resolution which was
seconded by Councilman\Councilwoman _____.

WHEREAS, the County of Orange has forwarded a proposed Inter-Municipal Agreement
between the County and the Town of Newburgh for the STOP-DWI program funding period
beginning on March 15, 2019 and ending on January 1, 2020 (the "Agreement"); and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid
Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement for STOP
DWI PROGRAM SERVICES between the County and Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh,
Orange County, New York, that:

1. the execution and delivery of the Agreement and all other such agreements between the
County of Orange and the Town of Newburgh for STOP DWI program services for enforcement
periods ending on or before January 1, 2020 which conform to the terms and conditions of the
Agreement by the Town of Newburgh Supervisor is hereby authorized; and

2. the Town of Newburgh Police Department is hereby authorized to participate in the Stop
DWI enforcement program in accordance with the terms of the Agreement(s).

BE IT FURTHER RESOLVED, that the Supervisor, the Chief of Police and other officers
of the Town are hereby authorized and empowered 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,

~~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, Councilman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

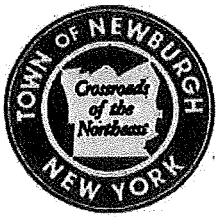
Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, the duly elected and 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 _____, 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.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

February 20, 2019

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Acceptance of Stop DWI Funding

I am requesting the Newburgh Town Board adopt a Resolution authorizing execution and delivery of an inter-municipal agreement, between the Town of Newburgh and the County of Orange, for Stop DWI Program Services beginning March 15, 2019 and ending on January 1, 2020.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell", is written over a light blue horizontal line.

Donald B. Campbell
Chief of Police



STOP-DWI / Traffic Safety Programs
22 Wells Farm Road
Goshen, New York 10924
845-615-0566



Steven M. Neuhaus
County Executive

Coordinator
Craig Cherry
Deputy Commissioner
Police Liaison Services

Administrator
Christina Hale



TO: TOWN OF NEWBURGH

FROM: Craig Cherry, Orange County Stop-DWI Coordinator

DATE: February 5, 2019

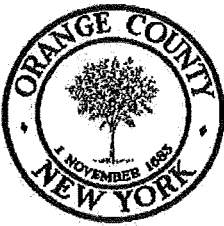
Enclosed is your Department's contract for the 2019 STOP-DWI (Regular) enforcement patrol year funding beginning on March 15, 2019 and ending on January 1, 2020. The contract is for participation for the full year. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 15, 2019 and ending on May 28, 2019 in the amount of \$2025/50. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract to the above address at your earliest convenience to insure that your Department can participate in the enforcement period. **A BOARD CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet -- To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form -- To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.



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It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York (“State”), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on February 5, 2019 and end January 11, 2020.

ARTICLE 3. PROCUREMENT OF AGREEMENT

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY’s right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 15, 2019 through May 28, 2019, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 3, 2019 through September 3, 2019, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 27, 2019 through January 1, 2020, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 1, 2018 through January 1, 2019, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **TWO THOUSAND TWENTY-FIVE AND 00/100 (\$2025)** covering **50** man-hours for the first enforcement period of 2019. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT

commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.



Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

February 21, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Jason Szeli Attendance at NYSRPS REC Summit

Requesting the Board's approval to have Jason Szeli, Assistance Recreation Director attend the New York State Recreation & Park Society REC Summit in Lake Placid from April 7th – 9th.

Mr. Szeli will be using a Recreation vehicle to travel to and from Lake Placid as well as stay at one of the conference secured hotels (2 nights) at the special conference rate. The speakers, exhibitors, programs and contacts Jason will make will prove to be beneficial in the recreation field.

Regards,

Robert J. Petrillo
Commissioner