

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. PRESENTATIONS:
 - A. Workmen's Compensation Insurance
 - B. Pilgrim Pipeline
7. ANIMAL CONTROL:
 - A. Discussion of Spay/Neuter Clinic
 - B. T-94 Withdrawal (Camera System)
 - C. Replacement of a Second Shelter Helper
 - D. Hiring of Shelter Helper
8. RECREATION:
 - A. Request for Use of Trolley
 - B. Award of T Shirt Bid
 - C. Posting for Assistant Rec Director Position
9. APPROVAL of Labor Attorney Contract
10. TOWN HANDBOOK: Approval of Three (3) Modifications
11. DISCUSSION ON Combining Water Distribution & Filter Plant
12. TOWN CLERK:
 - A. Approval of Street Name (Percy Path)
 - B. Approval of Street Name (Strider Road)
13. ENGINEERING:
 - A. Thruway Authority
 - B. Selection of Attorney for Rockwood Drive Subdivision
14. ACCOUNTING:
 - A. Two Week Payroll
 - B. Optional Direct Deposit
15. POLICE:
 - A. Permission to Begin Hiring Process to Fill Part Time Police Officer Position
 - B. Permission to Fill Part Time Dispatcher Positions
16. DATA PROCESSING
17. RESOLUTION: Newburgh Plaza LLC
18. ADJOURNMENT

7A



Gil Piaquadio <supervisor@townofnewburgh.org>

Spay/Neuter Clinic

1 message

Chantel Haight <chantel-animalcontrol@townofnewburgh.org>

Fri, Feb 27, 2015 at 11:44 AM

To: Gil Piaquadio <supervisor@townofnewburgh.org>

Hello Gil,

I wanted to talk to you about collaborating with the TARA van to have a spay neuter clinic day for cats. This is tentatively how it would go:

Before the event we would book appointments and accept prepayment for reduced cost spays or neuters. The fee is \$70 per neuter which includes a rabies shot, nail clip, and penicillin \$20 of which gets donated to the shelter. The other alternative is to charge \$50 and not use it as a fundraiser. They must be guaranteed 40 cats.

On the day of the event, tentatively 5/7/15, at about 7:30 AM folks will drop off their cats and later will pick them up. Other services will be offered.

They need a good sized nice lot. While we could use our lot, in the past Town Hall parking lot was used for the clinic. Chadwick would be nice too.

To proceed with plans TARA needs a letter from your office giving permission to use the lot.

Please let me know your feelings on the matter.

Chantel

7B

ORIGINAL

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

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

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESS

D-BEN SECURITY SYSTEMS, INC.
P.O. BOX 10664
NEWBURGH NY 12552

TERMS Net 30 Days

Invoice # 22403

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/13/14	1	KT+C EXT Camera	235.00	235.00
	1	KT+C INTERIOR Camera	135.00	135.00
		Service Call	70.00	70.00
		LABOR (95 PER HR) (X2)	190.00 95.00	190.00
TOTAL				630.00

CLAIMANT'S CERTIFICATION

I, Laura Pate certify that the above account in the amount of \$ 630.00 is true and correct; that the items, services and disbursements charges were rendered to or for the municipality on the dates stated; that no part has been paid or assumed; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

11/25/14
DATE

Laura Pate
SIGNATURE

office
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

APPROVAL FOR PAYMENT

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

Date

Authorized Official

Date

Auditing Board



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

11
Bredda

PERSONNEL DEPT.

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

March 12, 2015

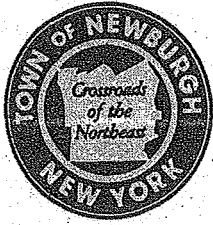
To: Gil Piaquadio, Supervisor
Town Board Members

Cc: Ronald Clum, Accountant

From: Charlene M Black, Personnel *CB*

Re: Part Time Animal Shelter Helper

Chantel Haight, Animal Control Supervisor, is presenting Sara Birdsall for approval, as a part time Animal Shelter Helper to replace Angelia Meehan. As always approval will be pending the outcome of her pre-employment physical, PPD and Drug/alcohol testing and paperwork. Enclosed please find her employee request form. If you have any questions please feel free to call Chantel Haight or myself.



TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board
From: Chantel Haight
Date: March 12, 2015
Subject: Animal Shelter Helper Position

After interviewing Sara Birdsall, Chief Clancy and I have selected her for the open position of Animal Shelter Helper. If the Town Board is in agreement we would like to move forward with the necessary procedures. Attached please find the required Employee Request Form.

Thank you in advance for your assistance.

CC: Mike Clancy, Police Chief
Charlene Black, Personnel

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Sara Birdsall

DEPARTMENT: Animal Control

TITLE OF POSITION: Animal Shelter Helper

FULL TIME OR PART TIME: Part time

HOURLY RATE: 10.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3510.0100

PROPOSED HIRE DATE: 3/26/15

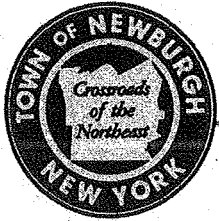
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

PAK

DEPARTMENT HEAD SIGNATURE

DATE 3/12/14

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT



77

TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845)561-2220

To: Town Board
From: Chantel Haight
Date: March 10, 2015
Re: Shelter Helper position

I am seeking the board's permission to fill the Animal Shelter Helper position being vacated by Lauren Larocca on 4/1/15.

Thank you in advance for your consideration in this matter.

CC: Charlene Black

84



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

March 2, 2015

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Trolley Request

We are submitting for your approval the attached letter from the New Windsor Parade Committee requesting the use of a trolley and one truck with driver for their Memorial Day Parade on Sunday, May 17th.

Thank you for your consideration.

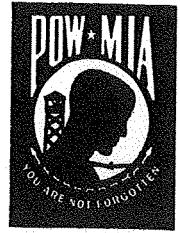
Regards,

Robert J. Petrillo
Commissioner



NEW WINDSOR PARADE COMMITTEE

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4611



February 24, 2015

Mr. Robert Petrillo, Commissioner
311 Route 32
Newburgh, NY 12550

Dear Commissioner Petrillo:

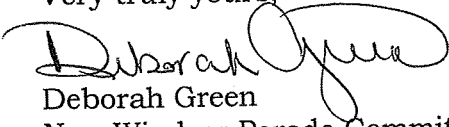
The New Windsor Parade Committee respectfully requests the use of the Town of Newburgh Trolley for use in our Memorial Day Parade 2015 to transport participants who are unable to walk.

The Parade will be held on Sunday, May 17th; line up begins at 1:00 P.M. at the New Windsor Shopping Center (New Windsor Post Office), Route 94 with step off at 2:00 P.M. The Parade ends at New Windsor School.

In addition, we request a vehicle to pull the trolley and a driver.

Thank you in advance for your kind consideration; should you require further information please call me at (845) 563-4611.

Very truly yours,


Deborah Green
New Windsor Parade Committee

/dg

We Remember Those Who Gave Their Lives So That We May Remain Free

8B



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

March 2, 2015

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2015 T-Shirt Quotes

The Recreation Department has received five quotes for our 2015 t-shirt requirements. Detailed quotes are attached.

At this time, I am requesting your approval to accept the quote from Wildheart Apparel at the price of \$2.59 (majority). We have worked with Wildheart Apparel in the past and have been satisfied with the quality of their work.

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

Attachments

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

RECREATION DEPT.

2/26/15

DATE PREPARED:

2015 T-SHIRT REQUIREMENTS

ITEM/SERVICE PURCHASED

WILDHEART APPAREL

FUSION GRAPHIX

COLOR CUBE INC.

2016 N. SHILOH DR.

2116 RT. 208

248 WALSH AVE.

FAYETTEVILLE, AR 72704

MONTGOMERY, NY 12549

NEW WINDSOR, NY 12553

479-442-3889

457-7746

565-8337

TIM OWEN

JESSICA VENETIS

VINCENT COLANDREA

\$2.59

\$2.88

\$3.20

EXPIRATION DATE

WILDHEART APPAREL

*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

ALL DETAILS ATTACHED

DEPARTMENT HEAD SIGNATURE

DATE:

3/2/15

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

Section V

REQUESTED BY: RECREATION DEPT.

DATE PREPARED: 2/26/15

ITEM/SERVICE PURCHASED

PERSONALIZE IT

MIXTURE INC

VENDOR NAME

227 S. PLANK RD.

1607 RTE. 300

ADDRESS

NEWBURGH, NY 12550

NEWBURGH, NY 12550

CITY/STATE/ZIP

566-0060

561-2857 x102

PHONE #

BRENDA OTTO

CHRIS FAHNBACH

CONTACT PERSON

\$3.95

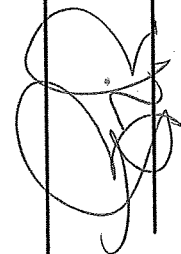
\$4.50

PRICE QUOTED

EXPIRATION DATE

VENDOR CHOSEN

*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.



DEPARTMENT HEAD SIGNATURE

DATE:

3/2/15

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

2015
TOWN OF NEWBURGH RECREATION DEPARTMENT
T- SHIRT QUOTES

COMPANY NAME: Wildheart Apparel
 ADDRESS: 2016 N. Shaker Dr.
Daytonville, A.R. 72704
 CONTACT NAME: Tim Owen
 TELEPHONE: 479-442-3889

PRICE QUOTE 1 color front screen only	PRICE QUOTE 1 color front left chest only	PRICE QUOTE 1 color front left chest and back screen	PRICE QUOTE 5 color front left chest and back screen	PRICE QUOTE Screen Charge
2.59	2.59	2.69	2.99	N/A

T-shirt is 2
~~Delta~~ Delta PRO-weight 5.2g
 100% preshrunk cotton

2015
TOWN OF NEWBURGH RECREATION DEPARTMENT
T- SHIRT QUOTES

COMPANY NAME: FUSION GRAPHIX INC

ADDRESS: 2116 RTE 208
MONTGOMERY NY 12549

CONTACT NAME: JESSICA VEJETTIS

TELEPHONE: 845-457-7746

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> 5 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
2.88	2.88	3.14	3.69	No

2015
TOWN OF NEWBURGH RECREATION DEPARTMENT
T- SHIRT QUOTES

COMPANY NAME: Color Cube, Inc

ADDRESS: 248 Walsh Ave
New Windsor NY 12553

CONTACT NAME: L. Vincent Colandrea

TELEPHONE: 845 565 8337

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> 5 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
\$ 3.20	\$ 3.00	\$ 3.75 each	\$ 5.50 each	\$ 80 total

**2015
TOWN OF NEWBURGH RECREATION DEPARTMENT
T- SHIRT QUOTES**

COMPANY NAME: PERSONALIZE IT

ADDRESS: 227 S. PLANK RD.
NEWBURGH NY 12550

CONTACT NAME: BRENDAN OTTO

TELEPHONE: 845 566-0060

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> 5 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
ADULT S-XL - 3.95 2XL - 5.95 youth XS-XL - 3.95	ADULT S-XL - 3.75 2XL - 5.75 youth XS-XL - 3.75	ADULT S-XL - 4.95 2XL - 6.95 youth XS-XL - 4.95	ADULT S-XL - 9.95 2XL - 11.95 youth XS-XL - 9.95	NO SCREEN CHARGES. \$75 TO set up (BORDER)

ARTWORK

2015
TOWN OF NEWBURGH RECREATION DEPARTMENT
T- SHIRT QUOTES

COMPANY NAME: Mixtone Inc

ADDRESS: 1607 Route 320
Newburgh NY 12550

CONTACT NAME: Chris Fahrback

TELEPHONE: 845-561-2857 ext 102

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> 5 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
\$4.50	\$4.50	\$5.50	\$8.50	No Charge

RECREATION - T-SHIRTS QUOTES - 2015

Commissioner of Parks, Recreation & Conservation, Robert Pettillo

COMPANY NAMES	Contact Person and Phone Numbers	Quote for 1 Color Front Screen Only	Quote for 1 Color Front Left Chest Only	Quote for 1 Color Front Left Chest and Back Screen	Quote for 5 Color Front Left Chest and Back Screen	Quote Screen
Color Cube Inc. 248 Walsh Ave. New Windsor, NY 12553	Vincent Colandrea (845) 565-8337	\$3.20	\$3.00	\$3.75	\$5.50	\$60
Fusion Graphix 2116 Route 208 Montgomery, NY 12549	Jessica Venetis (845) 457-7746	\$2.88	\$2.88	\$3.14	\$3.69	NO C
Mixtore Inc. 1607 Rte. 300 Newburgh, NY 12550	Chris Fahnbach (845) 561-2857 Ext. 102	\$4.50	\$4.50	\$5.50	\$8.50	NO C
Personalize It 227 S. Plank Rd. Newburgh, NY 12550	Brenda Otto (845) 566-0060	Youth XS-XL \$3.95 Adult S-XL \$3.95 2X-3X \$5.95	Youth XS-XL \$3.75 Adult S-XL \$3.75 2X-3X \$5.75	Youth XS-XL \$4.95 Adult S-XL \$4.95 2X-3X \$6.95	Youth XS-XL \$9.95 Adult S-XL \$9.95 2X-3X \$11.95	No Screen \$95.00 to Redial
Wildheart Apparel 2016 N. Shiloh Dr. Fayetteville, AR 72704	Tim Owen (479) 442-3889	\$2.59	\$2.59	\$2.69	\$2.99	
T-Shirt Quotes 2015.doc						

To: Supervisor - Gil Piaquadio

PLEASE POST March 3, 2015
REMOVE AND RETURN TO PERSONNEL March 11, 2015

Assistant Recreation Director

The work involves responsibility for assisting in the overall planning, direction and implementation of a recreation program. Work is performed under general supervision with wide latitude permitted for the exercise of independent judgment. Supervision is exercised over a recreation staff. Does related work as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of the theory and practices involved in the development and oversight of a recreation program; good knowledge of the methods of group organization and instruction; ability to plan, organize and carry out recreational activities; ability to plan and supervise the work of others; ability to get along well with others; reliability; creativity; resourcefulness; good judgment; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Either

A) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with an Associate's degree in education, recreation, leisure studies, physical education or related field and one (1) season paid or volunteer experience in planning or conducting recreational activities or one (1) semester of experience as a teaching assistant, teacher aide, coach or volunteer working in a classroom or gymnasium setting; OR

B) Graduation from High School or possession of a high school equivalency diploma and three (3) seasons of paid or volunteer experience conducting recreational activities or three (3) semesters of experience as a teaching assistant. Teacher aide, coach or volunteer working in a classroom or gymnasium setting.

NOTE: A season is defined as the duration of a recreation program. A semester is defined as 15-18 weeks of an academic year.

SALARY: \$40,000.00

This is a competitive position (meaning it is a testable position.)

IF YOU ARE INTERESTED IN THIS POSITION, PLEASE INDICATE BELOW BY PRINTING AND SIGNING YOUR NAME.

AGREEMENT

Made and entered into this day of February, 2015, by and between the **TOWN OF NEWBURGH**, by and through its Town Board, with its offices located at 1496 Rt. 300, Newburgh, New York 12550, hereinafter referred to as the "**TOWN**," and **ROEMER WALLENS GOLD & MINEAUX LLP**, Labor Relations Attorneys and Consultants, with its principal place of business located at 13 Columbia Circle, Albany, New York 12203, hereinafter referred to as "**ROEMER WALLENS GOLD & MINEAUX**."

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

(a) Comprehensive negotiating services up to and including impasse resolution proceedings and interest arbitration as exemplified in Exhibit "A" which is attached hereto and made a part hereof for each of the following collective bargaining units in which terms and conditions of employment for the **TOWN** and its employees are negotiated:

- i) PBA Bargaining Unit
- ii) CSEA Bargaining Unit

(b) Consultations and advice regarding the **TOWN'S** rights and liabilities in connection with:

- i) Civil Service Law
- ii) Taylor law
- iii) Fair Labor Standards Act
- iv) Unemployment Insurance Law
- v) Workers' Compensation Law
- vi) Human Rights/Discrimination
- vii) Disability Benefits
- viii) Contract Administration and Enforcement
- ix) Grievances Filed Against Employer
- x) Employee Discipline Matters
- xi) Work Rules
- xii) Layoff Procedures
- xiii) General Municipal Law
- xiv) Americans With Disabilities Act
- xv) Family and Medical Leave Act
- xvi) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)

(c) Advice and representation in connection with:

- i) Initial steps of contract grievance procedure

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

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

Partner and Senior Associate Attorney

In year 2015, the hourly rate will be \$215.00.
In year 2016, the hourly rate will be \$220.00.
In year 2017, the hourly rate will be \$225.00.

Associate Attorney

In year 2015, the hourly rate will be \$175.00.
In year 2016, the hourly rate will be \$180.00.
In year 2017, the hourly rate will be \$185.00.

Paralegal

In year 2015, the hourly rate will be \$115.00.
In year 2016, the hourly rate will be \$120.00.
In year 2017, the hourly rate will be \$125.00.

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

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

- a) Three Thousand One Hundred Dollars (\$3,100.00) per month from February 1, 2015 through December 31, 2015.

- b) Three Thousand One Hundred Fifty Dollars (\$3,150.00) per month from January 1, 2016 through December 31, 2016.
- c) Three Thousand Two Hundred Fifty Dollars (\$3,250.00) per month from January 1, 2017 through December 31, 2017.

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

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

6. The term of this Agreement shall be from February 1, 2015 through December 31, 2017. The **TOWN** may terminate this Agreement earlier than December 31, 2017, upon thirty (30) days' written notice from the **TOWN** to **ROEMER WALLENS GOLD & MINEAUX**.

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

TOWN OF NEWBURGH

By: _____
Gil Piaquadio, Supervisor

ROEMER WALLENS GOLD & MINEAUX LLP

By: Elayne G. Gold 2/4/15
Elayne G. Gold, Partner

EXHIBIT "A"

NEGOTIATION SERVICES

A. Preparation for Negotiations

The need for thorough preparation prior to the commencement of actual bargaining is often overlooked. We believe that preparation is a key element in assuring a successful outcome to the negotiation process.

Preparation includes:

- Reviewing the existing contract and offering advice regarding suggested modifications
- Reviewing the existing work rules and practices
- Reviewing grievances filed and arbitration decisions
- Reviewing the demands presented by both Union and Management in the last negotiations
- Reviewing the history of other benefit changes over the past six years
- Reviewing the most recent settlements in similarly situated jurisdictions
- Meeting with first line supervisors to ascertain their needs - both changes to the existing contract, as well as the needed additions to the contract
- Meeting with senior officials to determine their needs and review the findings resulting from meetings with line supervisors

B. Preparation of Demands

This phase of the process is flexible and is adapted to the needs of each jurisdiction. Generally, we recommend that Labor Counsel prepare suggested demands and that those demands be reviewed by you and modified to suit your needs.

C. Selection of Negotiating Team

We recommend that a cross-section of management representatives be appointed to the negotiating team so that the entire negotiating process can be "felt" at all levels of management. Managers appreciate the process to a much greater degree if they know and trust those who were directly involved.

D. Participation in Negotiations

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

E. Communications

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

F. Drafting the Contract

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

G. Ratification

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

H. Conduct Management Information Sessions

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

HANDBOOK REVISIONS

Section 702

Vacation Annual Buy-Back (at p. 45): An employee with at least five years of continuous service will be eligible to "sell back" up to forty hours of accumulated vacation leave each year at the employee's rate of pay. The employee must make the election between December 1st and December 7th and payment will be made between December 1st and January 31st of the next year.

Section 703

Proper Use of Sick Leave (p. 46): Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work. An employee may use sick leave credits for medical or dental appointments that cannot be scheduled during non-work hours. "Sick leave credits may not be used in increments less than one (1) hour; however, after the first hour, sick leave credits may be used in fifteen (15) minute increments." An employee may take paid sick leave only after it has been credited.

Section 308

Chadwick Lake Park Pass (p. 10) To be eligible for a Free Chadwick Park Pass, the retiree must have retired from the Town service with at least twenty (20) years of continuous service with the Town and must have applied for and been granted a bona-fide retirement benefit from New York State Employees' Retirement System.



TOWN OF NEWBURGH

127

1496 Route 300, Newburgh, New York 12550

Town Clerk

914-564-4554
Fax 914-566-1432

DATE: 2/24/2015
TO: J. Cerfield
FROM: ANDREW J. ZARUTSKIE, TOWN CLERK
RE: PROPOSED ROAD NAME

ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

PLEASE REVIEW AND MAKE THE NECESSARY EVALUATIONS. WE WILL NOT RECOMMEND SUBMISSION FOR TOWN BOARD ACTION UNTIL WE RECEIVE YOUR DECISION. OUR OFFICE WILL NOTIFY THE APPLICANT AND ALL INTERESTED DEPARTMENTS OF THE BOARD'S ACTION.

IN ADDITION, PLEASE COMPLETE THE BOTTOM OF THIS FORM AND THEN RETURN TO THIS OFFICE.

DECISION: _____ DATE: 3-2-15
ACCEPTABLE ROAD NAME: PERCY PATH
SECTION 3 BLOCK 1 LOT 103.31
PARCEL NUMBERS: _____ TO _____
FIRE DISTRICT: Waldkill
LOCATION OF ROAD off of Forest Rd.
SUB-DIVISION NAME DIXON

*for walkhill
P.O.*

CODE COMPLIANCE SUPERVISOR

Paul Cerfield

67

Talcott Engineering

DESIGN, PLLC,

1 GARDNERTOWN ROAD ~ NEWBURGH, NY 12550
(845) 569-8400* ~ (fax) (845) 569-4583

January 2, 2015

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

Attn: Gil Piaquadio – Town Supervisor

Re: Request for 3 Lots on Common Driveway
Dixon Subdivision & Road Name Approval
Lands of Percy Dixon
SBL: 3-1-103.31
PB Project #2014-15

Dear Sirs:


Please be advised that on behalf of our client, Percy Dixon, Talcott Engineering is formally requesting a waiver of the Town Code §161-4.A., which limits the use of a Common Driveway to no more than 2 lots. The Dixon parcel is located at 85 Forest Road (County RT 23). Mr. Dixon proposes to subdivide his lot (SBL:3-1-103.31) into 2 parcels being Lot #1, which will contain his existing house and Lot #2, a proposed new building lot for a 3 bedroom single family home. The existing driveway is shared by Dixon and Loupe (SBL: 3-1-103.32). On Completion of the project, the driveway will service three lots.

In addition, on behalf of our client, Percy Dixon, we are requesting Town Board approval of the name "Dixon Lane" for the common driveway in the above referenced subdivision. As an alternate his second choice is "Kimberly Way" and third choice is "Percy Path".

If it is possible, we would appreciate being placed on the next agenda available so that we might advise the Planning Board that we have this issue, at the least, under discussion with the Town Board.

We have attached this letter to 5 half size copies of the Dixon Subdivision II for your convenience in reviewing our request. If you require any additional information regarding this request, please feel free to contact myself at the above listed phone or fax numbers, or by e-mail at talcottdesign12@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to be 'C. Brown', written in a cursive style.

Charles T. Brown, P.E. – President
Talcott Engineering Design, PLLC

Pc: Town Board/Attach. (5)
Town Clerk/Attach.
Town Engineer/Attach.
Town Attorney/Attach.
Planning Board
Patrick Hines
Percy Dixon



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

12B

7/24/15
Henry this one for complete?
[Signature]

914-564-4554
Fax 914-566-1432

Town Clerk

DATE: *1/21/2015*
TO: *G. Canfield*
FROM: ANDREW J. ZARUTSKIE, TOWN CLERK
RE: PROPOSED ROAD NAME

ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

PLEASE REVIEW AND MAKE THE NECESSARY EVALUATIONS. WE WILL NOT RECOMMEND SUBMISSION FOR TOWN BOARD ACTION UNTIL WE RECEIVE YOUR DECISION. OUR OFFICE WILL NOTIFY THE APPLICANT AND ALL INTERESTED DEPARTMENTS OF THE BOARD'S ACTION.

IN ADDITION, PLEASE COMPLETE THE BOTTOM OF THIS FORM AND THEN RETURN TO THIS OFFICE.

DECISION: _____ DATE: 3-2-15
ACCEPTABLE ROAD NAME: STRIDER RD.
SECTION B2 BLOCK 1 LOT ~~1~~ 9
PARCEL NUMBERS: _____ TO _____
FIRE DISTRICT: Shelton 1st
LOCATION OF ROAD off of Quaker St.
SUB-DIVISION NAME ~~Robert~~ Rozhoustki

[Signature]
1.0

CODE COMPLIANCE SUPERVISOR

[Signature]

Talcott Engineering

DESIGN, PLLC.

1 GARDNERTOWN ROAD ~ NEWBURGH, NY 12550
(845) 569-8400* ~ (fax) (845) 569-4583

February 23, 201

Town of Newburgh – Town Board
1496 Route 300
Newburgh, NY 12550
Attn: Gil Piaquadio – Town Supervisor

Re: Request for Road Name Approval
Common Driveway
Kozlowski Subdivision
SBL: 2-1-9
Job #14112-MTK
PB Project #2015-04

Dear Sirs:

As the Building Department rejected our first three proposed road names due to similar existing road names, on behalf of our client, Jim Romano, we are requesting Town Board approval of the name “Strider Road” for the common driveway in the above referenced subdivision. As an alternate his second choice is “Fairway Lane” and third choice is “Espresso Lane”.

If it is possible, we would appreciate being placed on the next agenda available.

If you require any additional information regarding this request, please feel free to contact myself at the above listed phone or fax numbers, or by e-mail at talcottdesign12@gmail.com.

Sincerely,

Charles T. Brown, P.E. – President
Talcott Engineering Design, PLLC

Pc: Town Board
Town Clerk
Town Engineer
Town Attorney
Planning Board
Patrick Hines
Jim Romano

Agenda

Meeting; **Newburgh Drainage Issue – MP 60.9**

Location; **Town of Newburgh, Town hall**

Date/Time; **February 25, 2015 - 9:00 AM to 11 AM**

1. Background

- 2005 Drainage upgrade by Town of Newburgh along Meadow Hill road. Open drainage system to closed drainage. Discharge culvert increased from 30” to 48” to “Shun Pike”
- Documented flooding of Thruway below “Shun Pike” approximate MP 60.95 South Bound since 2011.
- Meetings and Letters to the Town since 2011-Culminating in high level meeting with Town Supervisor on February 27th 2014. McGouy, Houser & Edsall (Town of Newburgh Consultant Engineer) and Barton & Loguidce (Thruway Consultant Engineer) to provide joint report.
- July 2014 finalized Drainage Report.
- September 2014 Alternatives Analysis Report. (see 09/30/2014 Table 1 for Areas of Concern and Proposed Action Plans (Cost Ranges are included in Table))

2. Discussion of Options (Alternatives Analysis)

- Area of Concern 1, Shun Pike
- Area of Concern 2, NYSTA swale under Meadow Hill Road Bridge.

3. Next Steps

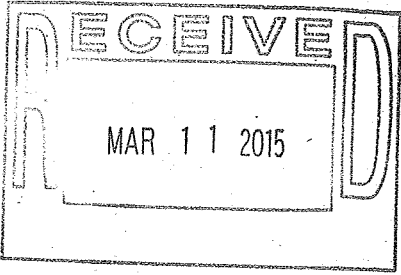
Summary
Potential Area of Concern Action Plans 390 INCH 2000

Area of Concern (AOC)	Description	Comments with possible Sycamore
AOC 1	Shun Pike	<p>*Stabilize the Shun Pike by installing heavy Rip-Rap. This has a medium cost (less than \$50k) to implement. ✓</p> <p>*Modify 90 degree angle of entrance into the swale located on the east side of the southbound I-87 driving lane. The estimated cost of this work is less than \$50k.</p> <p>*Install a "plunge pool or stilling basin" at the lower end of the Shun Pike. The estimated cost of this work would be less than \$50k. ✓</p> <p>Work with the community (i.e. School District) to install upstream detention/attenuation. This would allow water to be retained in possibly a detention pond or swale constructed on school project. It would be a teaching/learning experience for the community. This would have moderate costs (\$50k - \$250k)</p> <p>Re-route portions of the 48 in. discharge to the south. The estimated cost for this work would be high (much greater than \$250k. Most likely \$1-2M depending upon property costs & design elements).</p>
AOC 2	NYSTA Swale Under Meadow Hill Road Overpass	<p>*Increase I-87 swale capacity by excavating the existing ditch deeper (a waterline will need to be relocated). The estimated cost for this work would be a medium costs (i.e. less than \$50k) ✓</p> <p>*Increase capacity of DS 320/321. The estimated costs would be high (i.e. much greater than \$250k)</p> <p>*Modify inlet structure grate at DS 320 to accommodate more flow (medium costs (less than \$50k))</p> <p>Install berm/Jersey Barrier between existing swale on I-87 (This may not be feasible but was a recommendation made during analysis). Moderate costs between \$50k and \$250k.</p> <p>Divert flow from Shun Pike to Town Parcels. This has a high estimated costs (most likely well over \$250k). The option would require installing a retention basin on Town property which is currently a hillside</p> <p>*Re-grading Meadow Hill Road Bridge's slope from the abutment to the pier. (medium costs (less than \$50k))</p>
AOC 3	DS 324	<p>Convert wetlands between NYSTA ROW and mall for additional storage. This option would be quite expensive and would require regulatory permitting. The cost would be high (well over \$250k . . . most likely \$1-2M).</p> <p>Provide backwater storage at Town well field. This has a high estimated costs (most likely well over \$250k); but, the land is owned by the Town . The option would require installing a retention basin on Town property which is currently a hillside.</p> <p>Increase pipe capacity at I-84. This has high estimated costs (over \$250k). Unless other methods are used in conjunction with this alternative, the water will be just transferred downstream causing flooding elsewhere.</p> <p>Provide additional storage south of I-84. This has high estimated costs (well over \$250k).</p>

Note: While the action items listed on this Table should ALL be taken into consideration for final direction, those action items that require minimal design with medium costs are asterisked.

1/2 million

13B



TOWN OF NEWBURGH
TOWN ENGINEER
1496 Rte. 300
Newburgh, NY 12550
(845) 564-7814

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *jwo*
DATE: March 11, 2015
RE: H \ **ROCKWOOD DRIVE S.D. DRAINAGE DISTRICT**

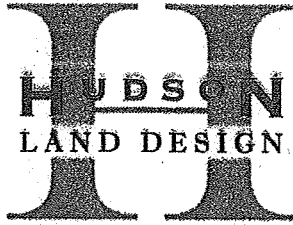
I have forwarded to each of you a copy of the *Petition to the Town of Newburgh Town Board for the Establishment of a Drainage District* and the Map Plan & Report. As you may recall from the Zoning Map Change for this project, the Town Board had to select an alternate attorney. You will also need to do this for the Drainage District.

I recommend that the Town Board make a selection and solicit a letter proposal for the legal tasks associated with Establishing a Drainage District.

For your information, I have already notified the developer's representative that an escrow deposit of \$1500 is required to proceed with this work.

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

JWO/id



*Civil & Environmental Engineering Consultants
174 Main Street, Beacon, New York 12508
Phone: 845-440-6926 Fax: 845-440-6637
www.HudsonLandDesign.com*

June 17, 2014

Wayne C. Booth, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Rockwood Drive Subdivision (Town Project #2011-19)
Tax ID: 75-1-36.2
Proposed Drainage District

Dear Supervisor Booth:

With respect to the above referenced project, enclosed please find a petition from the Owner for establishment of a drainage district along with the required Map, Plan and Report and all related easement declarations and dedication paperwork.

Should you have any questions or require additional information, please feel free to call me at 845-440-6926.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon D. Bodendorf".

Jon D. Bodendorf, P.E.
Principal

cc: John Page, Jr.
Daniel G. Koehler, P.E. (HLD File)

**PETITION
TO THE TOWN BOARD
OF THE TOWN OF NEWBURGH
FOR THE ESTABLISHMENT OF A DRAINAGE DISTRICT**

TO: THE TOWN BOARD OF THE TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK:

The undersigned, being the owner(s) of all of the taxable real property situated in the proposed drainage district described below in the Town of Newburgh, New York and owning in the aggregate at least one-half (1/2) of the assessed valuation of all of the taxable real property in the proposed drainage district as shown upon the latest completed assessment roll of the Town of Newburgh and including the resident owners, if any, of the taxable real property aggregating at least one-half (1/2) of all the taxable real property of the proposed drainage district owned by resident owners, according to the latest completed assessment roll of the Town, do(es) hereby petition your Honorable Board as follows:

1. Petitioner petitions, pursuant to Town Law Article 12, the Town Board to establish a drainage district in the Town of Newburgh, County of Orange, State of New York, which proposed drainage district is bounded and described in the annexed Schedule "A".
2. Petitioner requests that said Drainage District be initially known as the JPJR Holdings, LLC Subdivision Drainage District
3. Said described territory is outside of any incorporated village or city and totally within the Town of Newburgh. The formation of the proposed drainage district is requested in conjunction with a proposed eleven (11) lot subdivision of property designated on the Town of Newburgh Tax Map as Section 75, Block 1, Lot(s) 36.2, which subdivision is known as JPJR Holdings, LLC Subdivision, and is located in the R3 Zoning District of the Town of Newburgh.
4. The maps and plans annexed hereto and made a part of this petition show the boundaries of the proposed drainage district sufficiently to identify the lands as in a deed of conveyance,

including the construction of proposed drainage facilities, and the location and a general plan thereof and, further, identify the property proposed to be conveyed and dedicated for the proposed district's drainage purposes as in a deed of conveyance.

5. The said map and plans have been prepared by Hudson Land Design, PC having an address at 174 Main Street, Beacon, New York 12508, competent engineers fully licensed by the State of New York.

6. The improvements in the proposed drainage district shall be constructed at the expense of a petitioning owner of taxable real property in the district and dedicated to the Town of Newburgh on behalf of the district and accordingly, this petition does not request the construction or acquisition of an improvement, and accordingly the maximum amount proposed to be expended for construction or acquisition is \$0.00.

7. This petition does propose the provision of repair and maintenance of dedicated drainage improvements of the proposed drainage district at a maximum amount of \$5,500 to be expended annually. Such expense shall be assessed, levied and collected from the several lots and parcels of land within the proposed drainage district so much upon and from each as shall be in just proportion to the amount of benefit which the Town Board shall determine confers upon the improvement. The annual cost to each homeowner in the proposed drainage district is estimated to be \$500.

8. The assessed valuation of all the taxable real property situate in the proposed drainage district, as such valuations appear upon the latest completed assessment roll of the Town of Newburgh is \$, The assessed valuation of all the taxable real property situate in the proposed drainage district owned by resident owners thereof, as such valuations appear upon the latest completed assessment roll of the Town of Newburgh is \$.

9. All of the petitioners are owners, including resident owners, of real property situate in the proposed drainage district, which property according to the latest completed assessment roll of the Town of Newburgh, shows the assessed valuations respectively set out next to the names of the petitioners below:

Name and Address of Resident Petitioner(s) Owning Property in Proposed	Assessed Valuation of Property on Last Assessment Roll	Tax Map No.
---	---	-------------

Drainage District

\$ _____

\$ _____

Name and Address of Non-Resident
Petitioner(s) Owning Property in Proposed
Drainage District

JPJR Holdings, LLC
1456 Route 55
LaGrangeville, NY 12540

Assessed Valuation of Property
on Last Assessment Roll

\$ 99,700 -

\$ _____

Tax Map No.

75-1-36.2

WHEREFORE, petitioner(s) respectfully request(s) that the Town Board of the Town of Newburgh establish the JPJR Holdings, LLC Subdivision Drainage District hereinabove proposed and described and that a public hearing thereon be held in accordance with law.

**Names and Addresses
of Petitioners Owning
Property in Proposed
Extension**

Date

Signature

Title

JPJR Holdings, LLC

1456 Route 55

LaGrangeville, NY 12540

_____  _____

STATE OF NEW YORK:)
 Dutchess)SS.
COUNTY OF ORANGE:)

LIETTE RANCOURT
NOTARY PUBLIC, State of New York
Reg. No. 5006321
Residing in Dutchess County
Commission Expires Dec. 28, 2019

On the 12 day of June in the year 2012 before me, the undersigned, personally appeared John Page Jr personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Liette Rancourt
Notary Public

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

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

On the _____ day of _____, in the year 200__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

BOARD OF ASSESSMENT REVIEW
TOWN OF NEWBURGH

1496 Route 300
Newburgh, NY 12550

Gerard J. Amoroso, Chairman
Louis P. Fortunato, Joseph James
Joseph Lecaroz, William R. Wiseman, Jr.

Dear Taxpayer:

The Board of Assessment Review for the Town of Newburgh has met to hear complaints of aggrieved taxpayers on their proposed 2012 property assessment.

After a great deal of consideration was given to your complaint and the data which you submitted to justify a reduction, the Board determined that the 2012 assessment be:

TAX MAP NUMBER: 75-1-36.2 ASSESSMENT: \$99,700

REASON FOR DECISION:

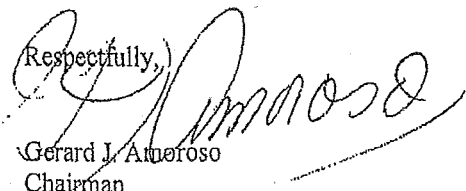
- A) The proof of valuation you presented was adequate to warrant a reduction to the above assessment.
- B) Insufficient data was supplied to act on your complaint.
- C) Your supporting information was insufficient to warrant a reduction.
- D) Sales were not comparable to your property.
- E) The written appraisal was incomplete.
- F) The income and expense statement was incomplete. (income producing property)
- G) The construction cost details were incomplete.
- H) Additional information received from other Town departments' supports current assessment.
- I) The properties you submitted were not comparable to your property.
- J) Authorization certificate incomplete.
- K) Unable to act on your request for review. Form filed after date of the hearings or inaccurately filed.
- L) Your complaint has been dismissed because of your (or your representative's) willful neglect or refusal to attend this Board's hearing or to be examined concerning your complaint or to answer questions relevant to your complaint. Where the court finds that a dismissal is warranted no assessment can be granted.
- M) Ratification of Stipulations
- N) Other Tentative Value _____ does not warrant further reduction.

We sincerely hope that you are satisfied with our determination. However, if you are dissatisfied with our determination, you may seek judicial review under Article 7 of the Real Property Tax Law, or in the following manner.

If you are the owner of a one, two or three family residential structure and reside at such residence, you may seek Small Claims Assessment Review pursuant to Title one-A of Article 7 of the Real Property Tax Law. Small Claims Review petitions may be obtained at The Orange County Clerk's Office, Main Street, Goshen, NY.

Petitions for Judicial Review MUST BE FILED WITHIN 30 DAYS after the final completion and filing of the Final Assessment Roll (July 1st) in the Town of Newburgh or until the notice of filing is published, whichever is later.

Respectfully,


Gerard J. Amoroso
Chairman

SCHEDULE "A"

METES AND BOUNDS DESCRIPTION OF
PROPOSED DRAINAGE DISTRICT'S BOUNDARIES

SCHEDULE "A"

SECTION 75 BLOCK 1 LOT 36

ALL THAT piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange, State of New York, and being designated as LOT NO. 2 on a map entitled "LOT LINE CHANGE PLAN, LANDS OF G&L REALTY" dated February 28, 2003 and filed in the Orange County Clerk's office May 9, 2003 as Map No. 144-03 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the westerly line of the existing Rockwood Drive (West) with the northerly line of the existing Chestnut Lane, said point being North 74 degrees 20 minutes 00 seconds East 368.77 feet and South 89 degrees 55 minutes 00 seconds East 85.57 feet from the point of intersection of said northerly line of Chestnut Lane with the easterly line of N.Y.S. Route 32, North Plank Road; thence, from said point of beginning and along said northerly line of Chestnut Lane, North 89 degrees 55 minutes 00 seconds West 85.57 feet and South 74 degrees 20 minutes 00 seconds West 136.93 feet to a point on the division line between Lot No. 1 of the above mentioned map on the west and south, and the parcel herein described on the east and north; thence, along the last said division line, the following (4) courses,

- (1) North 8 degrees 26 minutes 00 seconds West 32.01 feet;
- (2) North 9 degrees 17 minutes 00 seconds West 178.40 feet;
- (3) North 17 degrees 44 minutes 00 seconds West 123.99 feet and
- (4) South 72 degrees 16 minutes 00 seconds West 230.00 feet to a point in the easterly line of N.Y.S. Route 32, North Plank Road; thence, along the last said line, North 17 degrees 44 minutes 00 seconds West 87.10 feet and North 19 degrees 54 minutes 00 seconds West 226.10 feet to a point on the division line between the individual lands now or formerly of Bell and Barclay Manor Association on the northwest and north, and the parcel herein described on the southeast and south; thence, along the last said division line, the following four (4) courses,

- (1) North 59 degrees 58 minutes 00 seconds East 245.00 feet;
- (2) North 72 degrees 14 minutes 00 seconds East 149.20 feet;
- (3) North 48 degrees 55 minutes 00 seconds East 92.10 feet; and
- (4) North 30 degrees 00 minutes 00 seconds East 318.93 feet to a point on the division line between the lands now or formerly of Benziger on the northeast and the parcel herein described on the Southwest; thence along the last said division line, South 64 degrees 43 minutes 30 seconds East 133.07 feet to a point on the division line between the lands now or formerly of G&L Realty on the east, southeast and northeast, and the parcel herein described on the west, northwest and southwest; thence, along the last said division line, the following three (3) courses,

- (1) South 9 degrees 50 minutes 00 seconds West 103.75 feet;
- (2) South 36 degrees 37 minutes 00 seconds West 101.99 feet and

- (3) South 64 degrees 43 minutes 30 seconds East 150.00 feet to a point in the northwesterly line of the aforesaid Rockwood Drive (West); thence, along the northwesterly and westerly lines of Rockwood Drive (West), the following three courses,
- (1) South 36 degrees 37 minutes 00 seconds West 104.97 feet;
 - (2) South 9 degrees 50 minutes 00 seconds West 307.04 feet and
 - (3) South 5 degrees 58 minutes 20 seconds West 329.50 feet to the point or place of beginning, containing 8.85 acres of land more or less.

SUBJECT TO ...

See drainage easement and appurtenances Orange County map no. 3658

See grants to Central Hudson Gas & Electric Corp. and New York Telephone Company
in

Liber 1127 page 28

Liber 1136 page 409

Liber 1186 page 343

Liber 1674 page 533

RESERVING ...

A 50 foot by 50 foot turnaround easement easterly of the division line between Lot No. 1, lands to be retained by G & L Realty, on the west and Lot No. 2, lands to be conveyed to Patrick Page et al., on the east.

BEING a portion of the premises described in a deed from Leonard Bell and Gladys F. Bell to G & L Realty Co. dated April 18, 1994 and recorded in the Orange County Clerk's office on May 23, 1994 in Liber 4038 at Page 14.

BEING a portion of the premises conveyed in a deed dated July 7, 2003 made by G&L Realty a/k/a G&L Realty Co. to J&P Page Ventures, LLC and recorded in the office of the Orange County Clerk on July 9, 2003 in Liber 1113 of Deeds at Page 321.

IRREVOCABLE OFFER OF DEDICATION
(Drainage District Facilities)

This Offer of Dedication made this _____ day of _____, 20___, from JPJR Holdings, LLC, a *domestic corporation/limited liability company* with principal offices at 1456 Route 55, LaGrangeville, New York, 12540 (hereinafter referred to as "Grantor"), to the TOWN OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at Town Hall, 1496 Route 300, Newburgh, New York, (hereinafter referred to as the "Town of Newburgh" or the "Town").

WITNESSETH

WHEREAS, JPJR Holdings, LLC, is the owner in fee of certain real property located in the Town of Newburgh as shown on a certain plan of subdivision entitled "Subdivision of lands of JPJR Holdings, LLC, Town of Newburgh, Orange County, New York", prepared by Daniel G. Koehler, P.E., (hereinafter the "Subdivision Plat"), which Subdivision Plat is intended to be filed in the Orange County Clerk's Office simultaneously with the recording of this instrument, and

WHEREAS, the Town of Newburgh Planning Board has heretofore granted the Subdivision Plat conditional final subdivision approval conditioned, among other things, upon the Grantor dedicating certain drainage improvements to the Town of Newburgh as shown on the subdivision plat, and

WHEREAS, the Town of Newburgh Town Board has been petitioned by Grantor to establish a drainage district to be known as JPJR Holdings, LLC Subdivision Drainage District to operate and maintain said drainage improvements; and

WHEREAS, the Grantor wishes to make an irrevocable offer of dedication of the proposed public drainage improvements as shown on said Subdivision Plat.

NOW THEREFORE, the undersigned Grantor covenants and warrants that it is seized of title to said premises in fee simple and has good and unencumbered right to convey same and does hereby irrevocably offer to convey and dedicate to the Town of Newburgh the following:

1. All its right, title and interest in and to certain premises situate, lying and being in the Town of Newburgh, Orange County, New York and shown on the above described subdivision plat as more particularly described in Schedule "A" annexed hereto and made a part hereof for public drainage purposes.
2. Together with perpetual drainage easements, as more particularly and definitely depicted on the Subdivision Plat and described in Schedule "B" annexed hereto and made a part hereof. The said perpetual drainage easements are granted for the diversion and discharge of drainage waters and for related drainage purposes, including but not limited to constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drywells, basins, ponds, drainage lines, pipes, culverts, gutters, ditches, mains, ducts and trenches, and any necessary or incidental appurtenances thereto, to be either above or below ground level, together with the right for such purposes to enter onto and over said premises, to use equipment within said premises, to temporarily cart, haul and store materials for said drainage purposes, to trim, cut and remove any trees, limbs, roots, shrubs, underbrush, debris, structures, fences, obstructions or other objects located within the easement premises and to conduct grading, slope stabilization and erosion control measures.

Grantor covenants to deliver to the Town of Newburgh one or more duly executed deeds and/or easements in proper form for recording so as to convey proper title to the lands described herein, such instruments to be held by the Town until such time as the improvements of such property have been constructed in accordance with applicable law, rule and regulation and the Town Board determines to accept dedication or until such time as the Town may otherwise decide to accept such instruments of conveyance when such instruments shall be placed on record in the Office of the Clerk of the County of Orange.

Grantor further covenants that it will comply with the general notes on the Plat and that

it, its successors and/or assigns will maintain and repair all proposed drainage structures and improvements, until the same are accepted for dedication by the Town.

These irrevocable offers of dedication shall continue indefinitely and may be accepted by the Town of Newburgh at any time, it being the intent that if said offer is to be accepted, it will be accepted, at the discretion of the Town only after the proper completion of the improvements to be constructed by the Grantor therein and thereon and upon delivery by Grantor of such other documents, certifications and securities as the Town of Newburgh requires pursuant to its Code for the acceptance of the dedication of public improvements. Notwithstanding the foregoing, in the event the Grantor fails to complete the improvements within the time period specified in New York State Town Law as the maximum period for performance securities for public improvements, the Town Board may elect to accept the offer and proceed to complete the improvements utilizing the posted performance security. The acceptance shall be in the form of a Town Board Consent and the Grantor hereby authorizes the Town to record conveyances delivered herewith at any time thereafter. At the time of acceptance of this offer by the Town of Newburgh, title to the premises shall be good and marketable and free from all liens and encumbrances. Grantor agrees to furnish at its expense a policy of title insurance in the minimum amount of \$35,000.00. Grantor agrees to obtain good and valid releases of all owners, mortgagees, lienors and others required to consent to such dedications, at its expense, subject to approval by the Town's attorney. Grantor further hereby covenants to pay all costs and expenses incurred by the Town of Newburgh to clear and accept fee simple title to the premises herein offered, including without limitation the costs and expenses of Eminent Domain proceedings, if necessary to acquire proper title. It is expressly understood that the receipt of these irrevocable offers of dedication by the Town of Newburgh, and/or the recording thereof, does not constitute any actual acceptance by the Town of Newburgh of the offer herein contained.

Pursuant to applicable provisions of law, the Grantor, on behalf of its heirs, successors and assigns hereby waives any claim for damages in the event the Town shall lay out, by Eminent Domain or otherwise, any public improvement or easement over the lands hereby

offered for cession and dedication.

If the Grantor is a *corporation/limited liability company*, these irrevocable offers of cession are made and executed pursuant to the resolution of the *Board of Directors/members of Grantor corporation/limited liability company* and are made in the regular course of business of the corporation/limited liability company and do not constitute all, or substantially all of the assets of said corporation.

This offer shall run with the land and shall be binding upon the heirs, successors and assigns of the Grantor.

IN WITNESS WHEREOF, Grantor has executed this Offer of Dedication the day and year first above written.

By: _____

John Page Jr.

STATE OF NEW YORK:)
Dutchess)SS.
COUNTY OF ORANGE:)

On the 12 day of June, in the year 2014 before me, the undersigned, personally appeared John Page Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s) or the person upon behalf of which the individual (s) acted, executed the instrument.

Liette Rancourt

Notary Public

F:\Wp51\TON\DrainageDistrictOfferOfDedication.doc

Liette RANCOURT
NOTARY PUBLIC, State of New York
Reg. No. 5006321
Residing in Dutchess County
Commission Expires Dec. 28, 19____

2014

STORM DRAINAGE EASEMENT

This Indenture made as of _____, 2014, by and between JPJR Holdings, LLC, a limited liability company with an address at 1456 Route 55, LaGrangeville, New York 12540 ("Grantor") and the TOWN OF NEWBURGH, a municipal corporation with its principal offices located at Town Hall, 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550 ("Grantee").

WITNESSETH

The Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and release unto the Grantee, its successors or assigns forever, a permanent easement for the purpose of constructing, operation and maintenance of drainage facilities, and such other utility lines and accessory facilities, including but not limited to stormwater sewer, and drainage purposes, as the Grantee may elect, upon the terms and conditions hereinafter stated in, on, under, over and through the property of the Grantor in the Town of Newburgh, County of Orange and State of New York and more particularly described as set forth in Schedule "A" annexed (the "Easement Premises").

1. The Grantor hereby grants and conveys to the Grantee a permanent easement over the Easement Premises for the construction, reconstruction, installation, repair, replacement, maintenance, operation, and removal of such lines, pipes, mains, cleanouts, and other necessary or incidental appurtenances thereto, as the Grantee, in its sole judgment, shall deem necessary, together with the right for such purposes to enter onto and over the Grantor's premises.

2. The Grantor hereby grants and conveys to the Grantee the right, at any time, to trim, cut and remove any trees, limbs, shrubs, debris or other objects located within the Easement Premises which, in the sole reasonable judgment of the Grantee, may interfere with, obstruct or endanger the use of the Easement Premises for the Easement purposes herein stated.

3. The Grantee, its successors and assigns, hereby covenants and agrees that whenever it excavates or otherwise substantially disturbs the surface of the Easement Premises, it shall, at its own cost and expense, and to the extent possible without interfering with the Easement purposes stated herein, restore said land to substantially the same condition as existed prior to such excavation or disturbance.

4. The Grantor hereby reserves the right to full use and enjoyment of the Easement Premises, except as is otherwise limited herein and provided such use and enjoyment does not interfere with the use for which this easement is granted.

5. The Grantee shall defend, hold harmless and indemnify Grantor, its successors

and/or assigns, against any and all claims and liability for property damage, environmental contamination, bodily injury and/or death which may arise out of the exercise by the Grantee or its agents, successors, or assigns, of the easement purposes stated herein.


6. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have duly executed this instrument as of the day and year first above written.

GRANTOR:

JPJR HOLDINGS, LLC

By: _____


John Page, Jr., Member

GRANTEE:

THE TOWN OF NEWBURGH

By: _____

SCHEDULE A

Drainage Easement

All that certain piece, parcel, or tract of land situated in the Town of Newburgh, County of Orange, and State of New York and being more particularly described as follows:

A drainage easement beginning at a point on the westerly side of Rockwood Drive where the same is intersected by Lot 6 and Lot 7 on a subdivision map entitled "Subdivision prepared for JPJR Holdings, LLC" and to be filed in the Orange County Clerks Office. Said point also being South 23°43'10" West a distance of 76.49 feet along Rockwood Drive from lands now or formerly of Loretta Rodarte (L.12333 p.1923).

Thence from said point of beginning and along the westerly line of Rockwood Drive South 23°42'56" West a distance of 28.47 feet, South 03°03'50" East a distance of 307.04 feet, and South 06°55'30" East a distance of 205.53 feet to a point in the Stormwater Management Lot on said map;

Thence along said Stormwater Management Lot South 83°04'30" West a distance of 15.00 feet to a point;

Thence through lots 1, 2, 3, 4, 11, 10, 9, 5, and 6 as shown on said map North 06°55'30" West a distance of 206.03 feet and North 03°03'50" West a distance of 340.65 feet to a point in the division line of lots 6 and 7;

Thence along said division line South 77°37'15" East a distance of 28.87 feet to the Point of Beginning.

Containing 8,347 square feet or 0.19 acres +/- of land.

DRAINAGE EASEMENT

This Indenture made this ____ day of _____ 20__, by and between JPJR Holdings, LLC, with an address at 1456 Route 55, LaGrangeville, New York 12540 (collectively "Grantor") and the TOWN OF NEWBURGH, a municipal corporation with its principal offices located at 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550 ("Grantee").

WITNESSETH

The Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS and other good and valuable consideration, paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and release unto the Grantee, its successors and assigns forever, a permanent easement for drainage purposes upon the terms and conditions hereinafter stated, in, under, on, over and through the property of the Grantor situate, lying and being in the Town of Newburgh, County of Orange and State of New York and more particularly described as set forth in Schedule "A" annexed (the "Easement Premises").

1. The Grantor hereby establishes, grants and conveys to the Grantee a permanent easement in, over, under, on and through the Easement Premises for drainage purposes, including but not limited to the diversion, discharge or carriage of drainage waters from or to Grantee's highways and facilities and for constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drainage lines, pipes, culverts, gutters, ditches, mains, manholes, drywells, ducts and trenches, and any necessary or incidental appurtenances thereto as the Grantee, in its sole judgment, shall deem necessary, together with the right for such purposes to enter onto and over the Grantor's property and the Easement Premises.

2. The Grantor hereby grants and conveys to the Grantee, its contractors, agents and assigns the perpetual right, at any time, to enter upon and use equipment within said Easement Premises and to temporarily cart, haul and store materials for said drainage purposes, together with, the right to trim, cut and remove any trees, limbs, roots, shrubs, underbrush, debris, structures, obstructions or other objects located within the Easement Premises which, in the sole judgment of the Grantee, may interfere with, obstruct or endanger the use of the Easement Premises for the Easement purposes herein stated. Grantee agrees to restore, to the extent such restoration does not interfere with the drainage purposes herein and is practicable, the Grantor's property to its prior condition after installation, construction, replacement, relocation, repair, maintenance or other work within the Easement Premises.

3. The Grantor hereby agrees that no new structures, permanent improvements or obstructions of any kind, shall be constructed on the Easement Premises, without the prior written consent of Grantee. Furthermore, the Grantor hereby acknowledges and agrees that, although general landscaping is permitted within the Easement Premises, no trees shall be planted within the Easement Premises.

4. The Grantor hereby reserves the right to the full use and enjoyment of the Easement Premises, except as is otherwise limited herein and provided such use and enjoyment does not interfere with the use for which this easement is granted:

5. The Grantor additionally expressly grants and conveys to the Grantee rights and the right to apportion this easement in, on, under, over and through the Easement Premises to others, for the diversion and discharge of drainage waters and for related drainage purposes, including but not limited to constructing, excavating, laying, installing, reconstructing, operating, maintaining, repairing, replacing, and relocating drainage facilities including drainage lines, pipes, culverts, gutters, ditches, mains, manholes, drywells, ducts and trenches, and any necessary or incidental appurtenances thereto other necessary or incidental appurtenances thereto, provided however that such rights and any such apportionment shall be subject to the covenants, conditions and obligations set forth in paragraphs "2", "3" and "4" herein, as if said paragraphs were set forth in full herein and in any such apportionment of this easement.

6. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties have duly executed this instrument as of the day and year first above written.

GRANTOR

John Page Jr.
Printed Name: John Page Jr.

Printed Name: _____

GRANTEE

THE TOWN OF NEWBURGH

By: Wayne C. Booth, Supervisor

STATE OF NEW YORK:)
Dutchess SS.
COUNTY OF ORANGE:)

On the 12 day of June, in the year 2014 before me, the undersigned, personally appeared John Page Jr
personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s)
is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person
upon behalf of which the individual (s) acted, executed the instrument.

LITTLE RANCOURT
NOTARY PUBLIC, State of New York
Reg. No. 5006321
Residing in Dutchess County
Commission Expires Dec. 28, 2014

[Signature]
Notary Public

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

On the day of , in the year 2014 before me, the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s)
is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person
upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

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

On the day of in the year 2011 before me, the undersigned, personally appeared Wayne C. Booth
personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s)
is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person
upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

Drainage Easement

All that certain piece, parcel, or tract of land situated in the Town of Newburgh, County of Orange, and State of New York and being more particularly described as follows:

A drainage easement beginning at a point on the westerly side of Rockwood Drive where the same is intersected by Lot 6 and Lot 7 on a subdivision map entitled "Subdivision prepared for JPJR Holdings, LLC" and to be filed in the Orange County Clerks Office. Said point also being South 23°43'10" West a distance of 76.49 feet along Rockwood Drive from lands now or formerly of Loretta Rodarte (L.12333 p.1923).

Thence from said point of beginning and along the westerly line of Rockwood Drive South 23°42'56" West a distance of 28.47 feet, South 03°03'50" East a distance of 307.04 feet, and South 06°55'30" East a distance of 205.53 feet to a point in the Stormwater Management Lot on said map;

Thence along said Stormwater Management Lot South 83°04'30" West a distance of 15.00 feet to a point;

Thence through lots 1, 2, 3, 4, 11, 10, 9, 5, and 6 as shown on said map North 06°55'30" West a distance of 206.03 feet and North 03°03'50" West a distance of 340.65 feet to a point in the division line of lots 6 and 7;

Thence along said division line South 77°37'15" East a distance of 28.87 feet to the Point of Beginning.

Containing 8,347 square feet or 0.19 acres +/- of land.

**DECLARATION OF RESTRICTION
AFFECTING EACH AND EVERY LOT IN
JPJR HOLDINGS, LLC SUBDIVISION
FILED MAP NO. [REDACTED]**

THIS DECLARATION made this _____ day of _____, 20__ by **JPJR Holdings, LLC**, a New York limited liability company with an address at 1456 Route 55, LaGrangeville, NY 12540 (hereinafter "Declarant"),

WHEREAS, Declarant is the owner of certain real property located in the Town of Newburgh, County of Orange and State of New York which appears on a certain subdivision map entitled "Subdivision Plan for JPJR Holdings, LLC Subdivision, Town of Newburgh, Orange County, New York" filed in the Orange County Clerk's Office as Map No. [REDACTED] (hereinafter the "Subdivision"), and

WHEREAS, the Declarant wishes to insure the compliance with requirements and conditions of the Town of Newburgh in connection with the establishment of the JPJR Holdings, LLC Subdivision Drainage District (the "Conditions") so that when any lot in the Subdivision is conveyed the purchaser is notified that the lot is within the boundaries of the JPJR Holdings, LLC Subdivision Drainage District of the Town of Newburgh and is subject to annual assessment for the costs of the maintenance, repair and replacement of the Drainage District's improvements, insurance and administrative expenses. , and

WHEREAS, Declarant makes this Declaration intended to be recorded in the Orange County Clerk's Office,

NOW, THEREFORE, Declarant declares as follows:

1. Deeds of Conveyance. That when any lot in the Subdivision is conveyed, the contract of sale and deed of conveyance shall recite

"The premises are located within the boundaries of the approved JPJR Holdings, LLC Subdivision Drainage District of the Town of Newburgh and are subject to annual assessment for the costs of the maintenance, repair and replacement of the Drainage District's improvements, insurance and administrative expenses. The Town Board of the Town of Newburgh has regulated the construction of all private drains and storm sewers in the Drainage District and prescribed the manner in which storm sewer connections shall be made."

This Declaration shall be deemed to be a covenant running with the land and shall be binding on all successors and assigns of the Declarant owning any of the lots in the Subdivision (the "Owners").

2. Enforcement. The Declarant grants to the Town of Newburgh, a municipal corporation of the State of New York (hereinafter the "Town") and to each Owner the right to enforce this

Declaration against any person violating or attempting to violate this Declaration. In the event the Town and/or any such Owner brings an action to enforce this Declaration and is successful in such action, the Town and/or the Owner shall recover the cost and expenses of any activities it undertook to remedy the failure of compliance as well as the cost of legal proceedings and reasonable attorneys' fees.

3. Termination on Dissolution of Drainage District This Declaration shall terminate upon the dissolution of the JPJR Holdings, LLC Subdivision Drainage District by the Town of Newburgh

4. Amendment. This Declaration shall not be amended or, except as otherwise provided herein, terminated except by a written instrument, executed written instrument, executed by the Town of Newburgh and the Owner, or their successors and assigns, which amendment shall be duly recorded in the Office of the Orange County Clerk.

5. Severability. If any provision hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

6. Construction. Unless the context clearly requires otherwise, as used in this Declaration, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Declaration and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

7. Headings. The titles and headings of the sections of this Declaration have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof, nor be considered or given any effect in construing this Declaration or any provisions hereof, or in ascertaining intent if any question of intent shall arise.

8. Governing Law. This Declaration shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration as of the day and year first above written.

By: _____

Printed Name:

Title: GENERAL PARTNER

STATE OF NEW YORK :

:SS.
COUNTY OF Dutchess:

On the 12 day of June, 2014, before me, the undersigned, a notary public in and for said state, personally appeared John Page Jr 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.

LIETTE RANCOURT
NOTARY PUBLIC, State of New York
Reg. No. 5006321
Residing in Dutchess County
Commission Expires Dec. 28, 12
2014

John Page Jr
Notary Public

THIS INDENTURE, made the _____ day of _____, 20__.

BETWEEN

party of the first part, and

TOWN OF NEWBURGH, a municipal corporation having with its principal offices located at 1496 Route 300, Town of Newburgh, County of Orange, State of New York 12550, for and on behalf of the JPJR HOLDINGS, LLC SUBDIVISION DRAINAGE DISTRICT

party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants as follows:

First. - That the party of the first part is seized of the said premises in fee simple, and has good

right to convey the same;

Second. - That the party of the second part shall quietly enjoy the said premises;

Third. - That the said premises are free from incumbrances;

Fourth. - That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. - That the party of the first part will forever warrant the title to said premises;

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

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

By: John Pagele

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

On the 12 day of June, 2014 before me, the undersigned, a Notary Public in and for said state, personally appeared John Pagele personally known to be or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

LIEYTE RANCOURT
NOTARY PUBLIC, State of New York
Reg. No. 5006321
Residing in Dutchess County
Commission Expires Dec. 28, 15
2014

Lieyte Rancourt
Notary Public

14A~~B~~

1. Change the work week to start on Monday through Sunday
2. Payroll will be two week with the exception of the PBA members
3. Optional direct deposit for those participating in the two week payroll

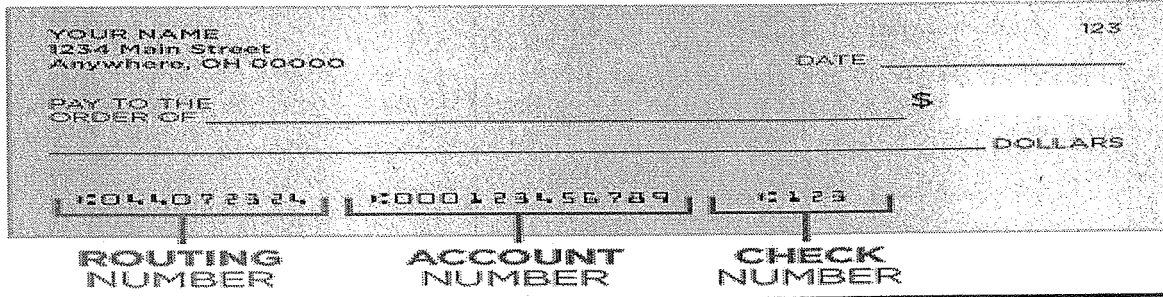
14B

TOWN OF NEWBURGH

Direct Deposit Enrollment/Change Form

To enroll in the electronic deposit program, simply fill out this form and return to the payroll department. Attach a voided check in the space below for each checking account (not a deposit slip). If depositing to a savings account, ask your bank to give you the Routing/Transit number for your account. It isn't always the same as the number on a savings deposit slip. This will help ensure that you are paid correctly.

Below is a sample check, detailing where the information necessary to complete this form can be found.



COMPETE TO ENROLL/ADD/CHANGE BANK ACCOUNTS				
Type of Account	Bank Routing Number	Bank Account Number	Bank Name	I wish to deposit (check one)
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check
<input type="checkbox"/> checking <input type="checkbox"/> savings				<input type="checkbox"/> Specific dollar Amount <input type="checkbox"/> Remainder of check

Please attach a voided check for each account here.

EMPLOYEE CONFIRMATION STATEMENT

I authorize the Town of Newburgh to deposit my net pay into the bank accounts identified above (and appropriate debit and adjustment entries). My signature below indicates that I am agreeing that I am either the account holder or have the authority of the account holder to authorize my employer to make direct deposits into the named account.

Employee Signature: _____ Date: _____

ISA



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Police Chief

(845) 564-1100

To: Town Board

From: Chief Michael Clancy

Subject: Request to fill part-time police officer position

Date: March 12, 2015

The Board recently approved the filling of two (2) vacant police officer positions. Two candidates were subsequently approved. However, one candidate changed his mind the next day and declined the position.

I am requesting permission to fill this vacant part-time position.

Public
15B



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Police Chief

(845) 564-1100

To: Town Board
From: Chief Michael Clancy
Subject: Request for Permission to fill P/T Dispatcher positions
Date: March 12, 2015

I am requesting the Board's permission to start the process of filling vacant part-time Dispatcher positions. If granted, the Department can move forward to fill positions before the summer when full-time dispatchers take most of their vacation time.

16

Data Processing 3-18-2015 Agenda

- 1. Purchase of one Corsair 200R Computer to replace the existing computer used for Untangle in the Court, Recreation, and Sewer & Water From FLC Equipment of Cornwall New York in the amount of \$ 998.48**

- 2. Approval of expenditure of \$ 998.48 from the Computer Reserve Fund Account # 001-878**

- 3. Renewal of Untangle Software with FLC Equipment of Cornwall New York this software is for the Court, Recreation, Sewer, Water and Town Hall two renewals @ \$ 756.00 for a total purchase of \$ 1512.00 from the computer maintenance account # 001-1680.0497 The renewal dates on this software are Feb. 28, 2015 to Feb. 28, 2016**

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

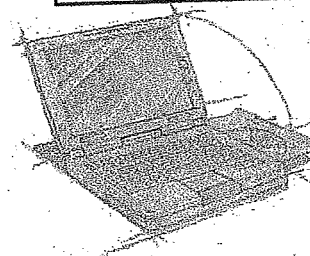
17A ~~14A~~

Estimate

FLC Equipment and Supplies
 198 Willow Ave
 Cornwall, NY 12518-1331
 845-534-9800 Fax 845-534-4107

Date	Estimate #
3/9/2015	1662

Name / Address
Newburgh Town Hall 1496 Route 300 Newburgh, NY 12550



Vendor Quote #

Description	Qty	Rate	Total
Untangle System Corsair 200R ATX Mid Tower >ASRock H97M Pro4 LGA 1150 Intel H97 HDMI SATA 6Gb/s USB 3.0 Micro ATX Intel Motherboard >Intel Core i5-4460 Haswell Quad-Core 3.2GHz LGA 1150 Desktop Processor Intel HD Graphics 4600 >CORSAIR Vengeance 16GB (2 x 8GB) 240-Pin DDR3 SDRAM DDR3 1600 Desktop Memory Module >SAMSUNG 850 Pro Series MZ-7KE256BW 2.5" 256GB SATA III 3-D Vertical Internal Solid State Drive (SSD) >ASUS 24X DVD Burner - Bulk 24X DVD+R 8X DVD+RW 12X DVD+R DL 24X DVD-R 6X DVD-RW 16X DVD-ROM 48X CD-R 32X CD-RW 48X CD-ROM Black SATA Model DRW-24B1ST/BLK/B/AS - OEM >Intel EXPI930ICT Desktop Adapter Gigabit CT 10/ 100/ 1000Mbps PCI-Express 1 x RJ45 >CORSAIR Builder Series CX500 V2 500W Power Supply	1	999.48	999.48

[Signature] 3-12-15

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

DEPARTMENT Town Hall

CLAIMANT'S NAME AND ADDRESS
FLC Equipment + Supplies, Inc.
198 Willow Ave
Cornwall, NY 12518

TERMS _____

Order No. 17B

DO NOT WRITE IN THIS BOX

Date Voucher Received		AMOUNT	VOUCHER NO.
FUND - APPROPRIATION			
TOTAL		<u>756.00</u>	

Abstract No. _____
Vendor's Ref. No. _____

Dates	Quantity	Description of Materials or Services	Unit Price		Amount	
<u>3/3/15</u>	<u>1</u>	<u>Untangle</u>	<u>756</u>	<u>00</u>	<u>756</u>	<u>00</u>
TOTAL					<u>756</u>	<u>00</u>

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, Frederick P. Lewis, certify that the above account in the amount of \$ 756.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/3/15
DATE

Frederick P. Lewis
SIGNATURE

President
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE AUDITING BOARD

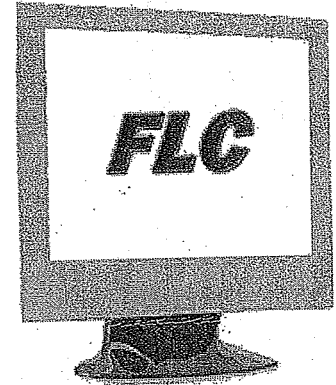
FLC Equipment and Supplies

198 Willow Ave
 Cornwall, NY 12518-1331
 845-534-9800 Fax 845-534-4107

Invoice

Date	Invoice #
3/3/2015	1899

Bill To
Newburgh Town Hall 1496 Route 300 Newburgh, NY 12550



Cust P.O.	P.O. Number	Terms	Estimate
		Per M/A terms	

Description	Quantity	Price Each	Amount
Untangle Inc. -- Newburgh Town Hall <i>2-28-2015 - 2-28-2016</i>	1	756.00	756.00

Thank you for your business!	Total	\$756.00
	Payments/Credits	\$0.00
	Balance Due	\$756.00

NOTE: There will be a \$20 charge for any check returned by the bank. Finance Charges will accrue at a rate of 2% per month after 20 days from the date of the invoice with a minimum charge of \$1.00 per month.

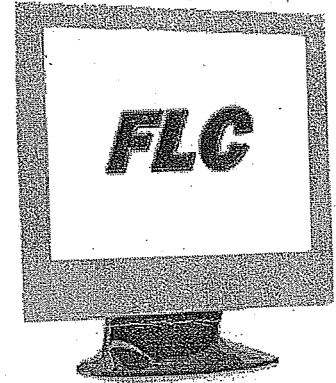
FLC Equipment and Supplies

198 Willow Ave
 Cornwall, NY 12518-1331
 845-534-9800 Fax 845-534-4107

Invoice

Date	Invoice #
3/3/2015	1900

Bill To
Newburgh Town Hall 1496 Route 300 Newburgh, NY 12550



Cust P.O.	P.O. Number	Terms	Estimate
		Per M/A terms	

Description	Quantity	Price Each	Amount
Untangle Inc. -- Newburgh Town Court <i>2-28-2015 - 2-28-2016</i>	1	756.00	756.00

Thank you for your business!	Total	\$756.00
	Payments/Credits	\$0.00
	Balance Due	\$756.00

NOTE: There will be a \$20 charge for any check returned by the bank.
 Finance Charges will accrue at a rate of 2% per month after 20 days from
 the date of the invoice with a minimum charge of \$1.00 per month.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ____ day of March, 2015 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- George Woolsey, Councilman
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James Presutti, Councilman

RESOLUTION OF TOWN BOARD OF THE TOWN OF NEWBURGH AUTHORIZING RELEASE AND RETURN OF PERFORMANCE BOND # 043285 WHICH SERVED AS THE LANDSCAPING PERFORMANCE AND MAINTENANCE SECURITY FOR NEWBURGH PLAZA

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

WHEREAS, on January 14, 2015 the Town Board of the Town of Newburgh has heretofore authorized the release of the landscaping performance and maintenance security for the Newburgh Plaza project; and

WHEREAS, said landscaping performance and maintenance security for Newburgh Plaza was provided in the form of International Fidelity Insurance Company Performance Bond #0423285 dated March 15, 2006 in the amount of \$350,193.00; and

WHEREAS, the Town Board desires to specify that it authorizes the release and return of said Performance Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF NEWBURGH that the Town Clerk be and is hereby authorized to release and return Performance Bond #043285 in the amount of \$350,193.00 to the applicant and/or to provide such other documentation as may be satisfactory to the issuing surety to evidence such release.

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

- George Woolsey, Councilman _____ voting _____
- Elizabeth J. Greene, Councilwoman _____ voting _____
- Paul I. Ruggiero, Councilman _____ voting _____
- James Presutti, Councilman _____ voting _____
- Gilbert J. Piaquadio, Supervisor _____ voting _____

The resolution was thereupon declared duly adopted.

March 13, 2015

Mr. Joseph Korn
Newburgh Plaza

RE: Newburgh Plaza Performance Bond
International Fidelity Company
Performance Bond #0423285
Dated March 15, 2006
In the Amount of \$350,193.00

Dear Mr. Korn:

As per our conversation, attached please find a certified copy of a Resolution releasing the above referenced matter and a copy of the bond from International Fidelity Company.

The original bond cannot be located after diligent search and is assumed to have been destroyed.

Very truly yours,

Andrew J. Zarutskie
Town Clerk

MAR 23, 2006

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102

PERFORMANCE BOND (LANDSCAPING)

BOND #0423285

KNOW ALL MEN BY THESE PRESENTS, That we NEWBURGH PLAZA, LLC, as Principal and INTERNATIONAL FIDELITY INSURANCE COMPANY, authorized to do business in the State of New York as Surety, are held and firmly bound unto the TOWN OF NEWBURGH, NEW YORK, a New York municipal corporation, as Obligee, in the penal sum of THREE HUNDRED FIFTY THOUSAND ONE HUNDRED NINETY THREE AND 00/100 (\$350,193.00) DOLLARS, lawful money of the United States of America, for the payment of which well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has made application to the TOWN OF NEWBURGH PLANNING BOARD in accordance with the TOWN OF NEWBURGH ZONING CODE for final approval of a site plan/subdivision dated March 2, 2006 known as NEWBURGH PLAZA located in Newburgh, New York; and

WHEREAS, the Principal is required by Code to furnish good and sufficient assurance for the proper installation of plant materials and related landscaping improvements for the approved site plan/subdivision at the Principal's own expense in the time and manner specified in the TOWN OF NEWBURGH CODE and in accordance with the plan approved by the TOWN OF NEWBURGH PLANNING BOARD, with such modifications and conditions, if any, as have been imposed by the Town, and the subsequent maintenance of said plant materials and related landscaping improvements in good health and condition for a period of TWO (2) years after acceptance by the Town (said conditions hereinafter referred to as the "Agreement").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall properly install, or have installed, the plant materials and related landscaping improvements in accordance with the Agreement shall have reconstructed, restored or repaired existing paving; shoulders, drainage improvements, water and/or sewer utilities of the Obligee damaged or affected by the installation of said improvements, and shall maintain said plant materials and related landscaping improvements in good health and condition for a period of TWO (2) years or, in the alternative, post an acceptable maintenance bond or other acceptable security for a TWO (2) year period with the Obligee, from the date of acceptance of said plantings and related landscaping improvements or any subsequent date of replacement, and shall save the Obligee harmless from any loss, cost, or damage by reason of the Principal's failure to

complete said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 15th day of March, 2006.

Principal: **NEWBURGH PLAZA, LLC**

Witness/Attest:

BY: Zygmunt Wilf -- Managing Member

Surety: **INTERNATIONAL FIDELITY
INSURANCE COMPANY**

Witness/Attest:

BY: Maria F. Rodrigues
Maria F. Rodrigues
Attorney-in-fact

B. H. H.