

WORKSHOP MEETING AGENDA
Monday, March 27, 2017
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. POLICE:
 - A. Swearing in of New Police Officer
 - B. Resolution for stop DWI Program Services
 - C. Request to start procedure to hire two (2) part time Police Officers - *to come off*
 - D. Begin process to hire, part time Court Officers
7. WORKMAN'S COMPENSATION PRESENTATION
8. PLANNING BOARD: Release of Security – Anchorage on Hudson Marina Restaurant
9. DATA PROCESSING: Purchase of Maintenance Hours
10. ZONING:
 - A. Gardnertown Commons
 - B. U.S. Crane
11. HOTEL MOTEL TAX: Resolution
12. ACCOUNTING: Budget Transfer
13. RECREATION:
 - A. Trolley Request: New Windsor Parade Committee
 - B. Trolley Request: City of Newburgh
 - C. Senior Citizen (CSE) Transportation Agreement
14. ENGINEERING:
 - A. Roseton Hills Wastewater Treatment Plant (WWTP) – Service for Parr Valley West
 - B. Fabrizio Subdivision: i. Dedication of Gardnertown Sewer Force Main
ii. Request for Outside User Agreement
 - C. Hudson Asset subdivision: 3 lots on a Common Driveway
 - D. M.H.S. Sanitary Sewer Rehabilitation
 - E. Colden Park Water Main Replacement
 - F. Sewer Department: Purchase Sewer Jetter
 - G. Terrizzi: exceeding two lots on a common drive
15. PERSONNEL: Hire Part Time Clerk at the Water Filter Plant
16. PROFESSIONAL SERVICES: Retain Michael Blythe, Esq.
17. HIGHWAY DEPARTMENT: Permission to Hire a Seasonal Laborer
18. POSSIBLE EXECUTIVE SESSION: CSEA Grievances
19. ADJOURNMENT

6B

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___nd day of March, 2017 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE FOR CALENDAR YEAR 2017 FOR STOP DWI PROGRAM SERVICES

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

WHEREAS, the County of Orange has forwarded a proposed Agreement between the County and the Town of Newburgh for the STOP-DWI program funding period beginning on March 14, 2017 and ending on January 1, 2018 (the "Agreement"); and

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

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

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

1. the execution and delivery of the Agreement and all other such agreements between the County of Orange and the Town of Newburgh for STOP DWI program services for enforcement periods ending on or before January 1, 2018 which conform to the terms and conditions of the Agreement by the Town of Newburgh Supervisor is hereby authorized; and
2. the Town of Newburgh Police Department is hereby authorized to participate in the Stop DWI enforcement program in accordance with the terms of the Agreement(s).

BE IT FURTHER RESOLVED, that the Supervisor, the Chief of Police and other officers of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement(s); and

I, Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on March 27, 2017 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

March 10, 2017

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Acceptance of Stop DWI Funding

I am requesting the Newburgh Town Board adopt a Resolution authorizing execution and delivery of an inter-municipal agreement, between the Town of Newburgh and the County of Orange, for Stop DWI Program Services beginning March 14, 2017 and ending on January 1, 2018.

Respectfully submitted,

Donald B. Campbell
Chief of Police

ORANGE COUNTY, NEW YORK



STOP-DWI / Traffic Safety Programs
22 Wells Farm Road
Goshen, New York 10924
845-615-0575



Steven M. Neuhaus
County Executive

Coordinator
Craig Cherry
Deputy Commissioner
Police Liaison Services



Administrator
Christina Hale

TO: Town of Newburgh

FROM: Craig Cherry, Orange County Stop-DWI Coordinator

DATE: February 22, 2017

Enclosed is your Department's contract for the 2017 STOP-DWI (Regular) enforcement patrol year funding beginning on March 14, 2017 and ending on January 1, 2018. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 14, 2017 and ending on May 30, 2017 in the amount of **\$2468/50**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract to the above address at your earliest convenience to insure that your Department can participate in the enforcement period. **A Board Certified Resolution is required for the acceptance of this contract as well as for the authorization of a designated official to execute the contract for your municipality.**

Also included in the mailing is a completion packet containing:

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

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

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's Stop-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 30th day of January, 2017, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the Town of Newburgh, a Town of the State of New York, with its principal offices at 300 Gardnertown Road, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

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

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

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on January 30th, 2017 and end January 11, 2018.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

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

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

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

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

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

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 6. BOOKS AND RECORDS

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

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

ARTICLE 7. RETENTION OF RECORDS

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

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

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

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. TERMINATION

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

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

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

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

ARTICLE 11. GENERAL RELEASE

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

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

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

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

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

ARTICLE 14. ENTIRE AGREEMENT

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

ARTICLE 15. MODIFICATION

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

MUNICIPALITY

By: _____
Name: _____
Title: _____

DATE: _____

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

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

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

First Enforcement Period – March 14, 2017 through May 30, 2017, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2017 through September 5, 2017, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 1, 2017 through January 1, 2018, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

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

DATA SUBMITTAL.

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

AWARD OF FUNDS.

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

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period October 14, 2016 through January 1, 2017, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed \$2468 covering 50 man-hours for the first enforcement period of 2017. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2016.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2017 by a separate written award letter delivered to MUNICIPALITY prior to the

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



6D

TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell
Chief of Police

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

March 22, 2017

To: Newburgh Town Board

CC: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Court Officer Positions

I am requesting authorization to begin the hiring process to fill two vacant Part-Time Court Officer positions. The positions have a starting salary of \$13.00 per hour and are not to exceed an average of 20 hours per week or 1040 hours in one calendar year(Fund appropriation 001-3120-0100-0000-0000).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell", written in a cursive style.

Donald B. Campbell
Chief of Police

94

Data Processing March 27th Work Shop Agenda

I am requesting the purchase of 36.36 computer maintenance hours from Firthcliffe Technologies of Cornwall New York for a total of \$ 3000.00 from account 001.1689.0497

Thank you

A handwritten signature in black ink, appearing to be "J. Paul" or similar, written in a cursive style.

Statement

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Date
3/13/2017

To:
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

		Amount Due	Amount Enc.		
		\$4,960.63			
Date	Transaction	Amount	Balance		
12/28/2016	Balance forward		-982.38		
12/29/2016	INV #10951. Maintenance Agreement - block of time - <i>paid</i>	3,000.00	2,017.62		
12/30/2016	INV #10952. JMF 12/29/16 Remote Administration (Fred)	123.75	2,141.37		
12/30/2016	INV #10962. 12/30/16 Remote Administration (Bob)	41.25	2,182.62		
01/05/2017	INV #10967. JMF 1/4/17 Remote Administration (Fred)	41.25	2,223.87		
01/05/2017	INV #10981. 1/5/17 Service Call (Paul)	165.00	2,388.87		
01/10/2017	INV #11014. JMF Priority In Shop Labor (Paul)	92.50	2,481.37		
01/10/2017	INV #11021. 1/9/17 Service Call (Paul)	144.38	2,625.75		
01/12/2017	INV #11025. JMF Labor to monitor server event logs & Daily Remote B/U Jan. 2017	275.00	2,900.75		
01/16/2017	INV #11054. 1/13/17 Remote Administration (Bob)	165.00	3,065.75		
01/20/2017	INV #11067. JMF 1/17/17 Remote Administration (Bob)	206.25	3,272.00		
01/26/2017	INV #11097. JMF 1/25/17 Remote Administration (Bob)	41.25	3,313.25		
02/06/2017	PMT #74386. Inv# 10951 ck 1/31/17	-3,000.00	313.25		
02/08/2017	INV #11155. 2/8/17 Service Call (Paul)	82.50	395.75		
02/13/2017	INV #11163. 2/10/17 Service Call - Recreation Department (Paul)	174.37	570.12		
02/13/2017	INV #11165. 2/10/17 Remote Administration (Bob)	123.75	693.87		
02/14/2017	INV #11169. JMF Labor to monitor server event logs & Daily Remote B/U Feb. 2017	275.00	968.87		
02/14/2017	INV #11179. JMF 2/10/17 Remote Administration (Paul)	50.00	1,018.87		
02/23/2017	INV #11227. 2/23/17 Service Call (Bob)	41.25	1,060.12		
03/06/2017	INV #11265. JMF Priority In Shop Labor- Code Compliance (Paul)	161.88	1,222.00		
03/07/2017	INV #11267. JMF Priority In Shop Labor- Supervisors Office (Paul)	92.50	1,314.50		
03/09/2017	INV #11277. 3/7/17 Service Call (Paul)	563.63	1,878.13		
03/09/2017	INV #11280. 3/8/17 Remote Administration (Paul)	82.50	1,960.63		
03/13/2017	INV #11284. Maintenance Agreement - block of time	3,000.00	4,960.63		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
3,000.00	0.00	0.00	1,960.63	0.00	\$4,960.63

VOUCHER

DEPARTMENT Town Hall

CLAIMANT'S NAME AND ADDRESS
Firthcliffe Technologies, Inc
198 Willow Ave
Cornwall, NY 12518

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

Vender's Ref. No.

TERMS

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
3/13/17	1	Maintenance Agreement	3000.00	3000.00
(See Instructions on Reverse Side)			TOTAL	3000.00

CLAIMANT'S CERTIFICATION

I, Stacey Lyle, certify that the above account in the amount of \$ _____ 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.

3/16/17
DATE

Stacey Lyle
SIGNATURE

Vice 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

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
3/13/2017	11284

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

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	Maintenance Agreement	3,000.00	3,000.00
0	-- Purchase of Block of 36.36 Hours for Computer Repair		0.00

Thank you for your business!	Total	\$3,000.00
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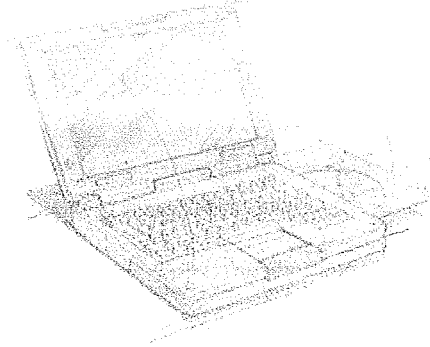
Fitchcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Estimate

Date	Estimate No.
3/13/2017	208

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



		Vendor Quote #(s)	
Description	Qty	Unit Cost	Total
Maintenance Agreement -- Purchase of Block of 36.36 Hours for Computer Repair	1	3,000.00	3,000.00
Thank you for your business!		Total	\$3,000.00

Any Items with Zeros "0" in the "Qty" column are optional. The prices in the "Unit Cost" column are upgrade prices that are in addition to the original quoted items.

Signature/Date

10A



Gil Piaquadio <supervisor@townofnewburgh.org>

FW: Gardnertown Commons, Newburgh NY - Town Board work session meeting March 27.

1 message

Mark Taylor <MTaylor@riderweiner.com>

Wed, Mar 15, 2017 at 11:27 AM

To: Gil Piaquadio <supervisor@townofnewburgh.org>

Cc: "councilwomangreene@townofnewburgh.org" <councilwomangreene@townofnewburgh.org>,

"councilmanruggiero@townofnewburgh.org" <councilmanruggiero@townofnewburgh.org>,

"councilmanpresutti@townofnewburgh.org" <councilmanpresutti@townofnewburgh.org>,

"councilmanmanley@townofnewburgh.org" <councilmanmanley@townofnewburgh.org>

Board members,

FYI. Please see the e-mail below to me from Gardenrtown Commons attorney, Mr. Schutzman, as well as the attached letter.

Per Gil and with the successful conclusion to the mediation between Gardnertown Commons and Mr. Stillman, I advised Mr. Schutzman that Gardnertown Commons will be on the work session agenda. In addition to the Density Bonus and Outside User Agreement amendment, approval of Gil's signing of the acknowledgement of the Mediation Agreement (Town is not a party but was the sponsor) will also be on the agenda.

Best,

Mark

From: schutzmanlaw@aol.com [mailto:schutzmanlaw@aol.com]

Sent: Wednesday, March 15, 2017 10:25 AM

To: Mark Taylor <MTaylor@riderweiner.com>

Subject: Gardnertown Commons, Newburgh NY - Town Board work session meeting March 27.

Mark:

Good morning. Hope the snow hasn't caused too many problems for you. I'm writing this on behalf of my client, Three Kidds Newburgh LLC c/o Farrell Building Company Inc., further to my client's application for:

A comment arose that I have not addressed with you yet. Mr. Stillman suggested that the confidentiality paragraph be lessened so that he be allowed to speak in favor of the project and your client's good faith efforts to redesign the plan and compromise as evidenced during the second mediation session. If you agree, we can discuss a slight modification for distribution later today.

Jim- please correct or add to my comment above, thank you.

Mark

Mark W. Blanchard
Blanchard & Wilson, LLP
235 Main Street, Suite 330
White Plains, NY 10601
Office: (914) 461-0280
Mobile: (914) 582-7809

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We are required by IRS Circular 230 to inform you that any statements contained herein are not intended or written to be used, and cannot be used, by you or any other taxpayer, for the purpose of avoiding any penalties that may be imposed by Federal Tax Law.

 **3-6-2017 Newburgh Town Board letter.pdf**
232K

(1) a senior housing density bonus, and (2) extension of the term of the Outside User Agreement (another copy of my letter of 3-6-2017 is attached for ease of reference) .

You've advised that my client's application is scheduled be on the Newburgh Town Board's work session meeting agenda on March 27th for discussion and consideration. Due to a previously scheduled out of state business commitment I do not think I will be able to attend that Newburgh Town Board work session meeting. Nonetheless my client is planning to attend (Stephen Zagoren, a principal, and Joe Sarchino, engineer) so as to be available to answer any questions the Town Board may have in connection with its due consideration of my client's instant application.

Further in that connection I'm not sure that you have seen some of the recent emails in regard to the successful resolution of the Town's sponsored Mediation with Mr. Stillman, among other things advising that based on my client's good faith efforts and the revised Site Drawings being submitted to the Planning Board Mr. Stillman now is a "willing advocate" of my client's application for Amended Site Plan approval. Mr. Sarchino will be bringing the revised drawings to the work session meeting. So I thought I'd also send the emails to you (reprinted below) for the Town Board's review and consideration in its discussion and determination of my client's application.

Finally, as to the matter of the request for an extension of the term of the existing Outside User Agreement, in discussing the need for such an extension I note that this project was put on hold for a time while the parties were in discussion relative to resolving Mr. Stillman's Article 78 proceeding (now successfully resolved), that the Applicant (and the Planning Board and Town) have made (and will continue to make) a significant investment in this project, and that there should be no negative consequences in granting the requested extension.

Best, Stan

-----Original Message-----

From: james bacon <baconesq@yahoo.com>

To: schutzmanlaw <schutzmanlaw@aol.com>; baconesq <baconesq@yahoo.com>; Mark Blanchard <mblanchard@blanchardwilson.com>

Sent: Thu, Mar 2, 2017 4:50 pm

Subject: Re: Gardnertown Commons, Newburgh NY - Settlement Agreement

Yes, Stan, believe it or not (and I am still in shock) Mr. Stillman wants to be able to discuss with the residents how well you responded during mediation and what improvements have been made - He is a very respected member of that community whose word holds a lot of weight - I suggest doing away completely with the confidentiality agreement since everything you promised is going before the Planning Board anyway - better to have Mr. Stillman a willing advocate of the changes than tell his neighbors he can't talk about it - you really have an unprecedented win-win situation here - I suggest your client take advantage of it - Jim

On Thu, 3/2/17, Mark Blanchard <mblanchard@blanchardwilson.com> wrote:

Subject: Re: Gardnertown Commons, Newburgh NY - Settlement Agreement

To: "schutzmanlaw@aol.com" <schutzmanlaw@aol.com>, "baconesq@yahoo.com" <baconesq@yahoo.com>

Date: Thursday, March 2, 2017, 12:38 PM

Good afternoon Stan,

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of March, 2017 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
APPROVING HOME RULE REQUEST
FOR AN ACT TO AMEND THE TAX
LAW IN RELATION TO THE
IMPOSITION OF A HOTEL AND MOTEL
TAX IN THE TOWN OF NEWBURGH
AND REQUESTING LEGISLATIVE
ACTION

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

WHEREAS, the New York State Legislature passed legislation which has become State Law amending the Tax Law to authorize the Town of Woodbury in the County of Orange to adopt local laws in relation to the imposition of a tax on non-resident persons occupying hotel and motel rooms in said Town; and

WHEREAS, the Town Board of the Town of Newburgh in the County of Orange wishes to request that the Hon. William J. Larkin, Jr., Senator for the 39TH District, and the Hon. Frank Skartados, Assemblyman for the 104TH District introduce and sponsor legislation during the 2017 Legislative Session which would authorize and empower the Town of Newburgh to adopt and amend local laws imposing a tax on non-resident persons occupying hotel and motel rooms in the Town of Newburgh; and

WHEREAS, Home Rule Requests must be submitted before action can be taken on such Special Law.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Newburgh hereby requests the Hon. William J. Larkin, Jr., Senator for the 39TH District and the Hon. Frank Skartados, Assemblyman for the 104TH District to introduce such special law in the New York State Senate and the New York State Assembly respectively; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Newburgh hereby approves Home Rule Requests to each body for enactment of such Act to amend the Tax Law in relation to the imposition of a hotel and motel tax in the Town of Newburgh; and

BE IT FURTHER RESOLVED, that the Supervisor and the Town Clerk of the Town of Newburgh and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such letters, certificates, documents and papers as may be necessary to effectuate and carry out the foregoing resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

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

Elizabeth J. Greene, Councilman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

To: Town Board
CC: Ronald E Clum, Town Accountant
From: Gil Piaquadio, Town Supervisor
Date: March 22, 2017
RE: Budget Adjustment

In order to pay for the materials needed for the Police Station roof repair a budget transfer is needed in the amount of \$9,000.00.

From: Account #001.1625.0497 \$9,000.00 B&G-
Maint/Cont/Leases

To: Account #001.1625.0200 \$9,000.00 B&G-Equipment

Thank you in advance for your approval.

Gil

Date

13A



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 15, 2017

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

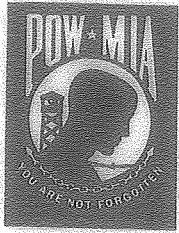
RE: Trolley Request

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 21st.

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



March 6, 2017

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 2017 to transport participants who are unable to walk.

The Parade will be held on Sunday, May 21st; 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

13B



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 21, 2017

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 City of Newburgh requesting the use of a trolley and one truck with driver for their Memorial Day Parade on Saturday, May 27th. A Certificate of Liability Insurance has already been provided.

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner



CITY OF NEWBURGH

City Hall - 83 Broadway, Newburgh, New York 12550
(845) 569-7301/Fax (845) 569-7370
www.cityofnewburgh-ny.gov

Regina Angelo, Councilwoman

March 16, 2017

Mr. Robert Petrillo
Recreation Commissioner
Town of Newburgh
Recreation Department
311 Route 32 North
Newburgh, New York 12550

Dear Mr. Petrillo,

This year our Memorial Day Parade will be held on Saturday, May 27, 2017.

Line up for the parade will be at 9:30 a.m. and step off at 10:00 a.m. sharp. The parade will be held rain or shine.

I am asking permission from the Town of Newburgh Elected Officials, Supervisor Gil Piaquadio, Town Council Members and Recreation Commission Robert Petrillo to be able to transport Veterans in the Tram for the First Division of the Parade.

I understand I will also need a Certificate of Insurance from the City of Newburgh as well as a Certified Driver and resident of the Town to pull the Tram.

The City of Newburgh appreciates your cooperation, along with the Parade Committee. Many Veterans decline on occasion because of their age and difficulty in walking. The opportunity to ride will prove to be more enticing to participate and be honored.

Thank you in advance,

Regina Angelo, Councilwoman
Deputy Mayor, City of Newburgh



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604	CONTACT NAME: Nicole Anstett PHONE (A/C, No, Ext): 914-696-3700 FAX (A/C, No): 914-323-4566 E-MAIL ADDRESS: Nicole_Anstett@ajg.com
	INSURER(S) AFFORDING COVERAGE
INSURED NEWBURG-01 City of Newburgh 83 Broadway, 4th Floor ATTN: Accounts Payable Dept. Newburgh NY 12550	INSURER A: U.S. Specialty Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 549195520

REVISION NUMBER:

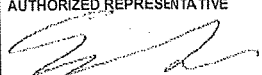
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Law Enforcement GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPKG80720097	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder named as additional insured in regards to 2017 Memorial Day Parade held on 5/27/17, as they will assist with pulling a tram for veterans.

CERTIFICATE HOLDER**CANCELLATION**

Town of Newburgh 311 Route 32 Newburgh NY 12550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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130

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of March, 2017 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD AUTHORIZING AMENDMENT AND EXTENSION OF AGREEMENT IN SUPPORT OF TRANSPORTATION SERVICES FOR THE ELDERLY (CSE) PROGRAM

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

WHEREAS, the County of Orange supports transportation services under the Community Services for the Elderly (CSE) program; and

WHEREAS, the Town of Newburgh is in agreement with the County of Orange findings for the needs and administration of such services, and

WHEREAS, the County of Orange desires to elect its first of four options to extend for additional periods of one (1) year the Agreement for Vendor Services between the County and Town, having an April 1, 2016-March 31, 2017 Initial Term, pursuant to which the Town provides CSE services; and

WHEREAS, it is required by the County of Orange that the Town Board approve the Amendment and Extension Agreement effective as of April 1, 2017 to the Agreement for Vendor Services, so that the Agreement may be extended for an additional period of one year commencing on April 1, 2017 in connection with transportation services under the Community Services for the Elderly (CSE) programs as agreed upon with the Orange County Office for the Aging, its form and manner of execution, and

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Amendment and Extension Agreement to the Agreement for Vendor Services with the County of Orange in support of transportation services under the Community Services for the Elderly (CSE) program as to its form and manner of execution and authorizes the Supervisor to sign and deliver the agreement and/or ratifies his signature thereon.

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

AMENDMENT AND EXTENSION AGREEMENT

This Amendment and Extension Agreement ("Amendment #1"), effective as of April 1, 2017 ("Effective Date") and as set forth herein, extends that certain Agreement for Vendor Services effective April 1, 2016 ("Agreement"), by and between the County of Orange, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("County"), and Town of Newburgh a municipal corporation with principal offices at, 1496 Route 300, Newburgh, NY 12550, ("Vendor"). County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County, through its Office for the Aging ("OFA") issued a request on February 26, 2016 seeking proposals for CSE Transportation Services ("RFP- OFA01-16");

WHEREAS, Vendor submitted a proposal dated March 14, 2016 in response to RFP- OFA01-16 ("Vendor's Proposal"), which was reviewed and selected by OFA;

WHEREAS, the Parties entered into the Agreement pursuant to which Vendor agreed to provide the CSE Senior Transportation Services identified in RFP-OFA01-16 and Vendor's Proposal ("Services");

WHEREAS, the term of the Agreement was for one (1) year, commencing April 1, 2016 and ending on March 31, 2017 ("Initial Term");

WHEREAS, the Agreement provided for the renewal and extension thereof, for up to four (4) additional periods of one (1)-year each, at County's sole option;

WHEREAS, County desires to elect its first option to extend the Agreement for an additional period of one (1) year, commencing on April 1, 2017, upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #1 as if set forth at length herein.
2. The Agreement is hereby extended for an additional one (1)-year period, commencing on April 1, 2017 and ending on March 31, 2018 ("Renewal Term #1").
3. Pursuant to Paragraph 2 hereof, Article 2 of the Agreement entitled "Term of Agreement" is hereby amended to reflect the end date of Renewal Term #1, which is March 31, 2018.

4. The not to exceed cost for Renewal Term #1, to be paid by the County to the Vendor for the Services, is \$24,759.00.

5. Pursuant to Paragraph 4 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of \$49,518.00.

6. During Renewal Term #1, Vendor shall provide the Units of Service specified on Schedule B to the Agreement, at the same Cost of Units and Total Cost of Service as set forth on that Schedule B.

7. Except as modified by this Amendment #1, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #1, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #1 and the Agreement, the terms and conditions of this Amendment #1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

By: _____
Name: Stefan ("Steven") M. Neuhaus
Title: County Executive

DATE: _____

Town of Newburgh

By: _____
Name: Gil Piaquadio
Title: Supervisor

DATE: _____

14A

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: March 8, 2017
RE: **ROSETON HILLS WWTP – Service to Parr Valley West**

Based on recommendations received from Patrick Hines, McGoey Hauser & Edsall Consulting Engineers, I am requesting Town Board approval to engage William James, W.E. James Engineering and Land Surveying for surveying services associated with the above project. The scope of work is as described below:

1. Survey of Parr Valley West WWTP site topography and location of all structures, pump stations (with rim, bottom and invert elevations), tanks (top of steel and bottom of tank elevations) and effluent pipe.
2. Twenty (20) foot wide swath along centerline of proposed force main route through detention swale to Route 9W crossing site.
3. Fifty (50) feet in each direction on Route 9W at crossing point showing road topography and existing pavement markers and signs.
4. Twenty (20) foot wide swath of proposed force main route up to proposed connection manhole (rim and invert elevations of manhole).
5. Parr East – Roseton Hills property line sufficient for lot line relocation or easement description.

The proposed cost of the above is a not-to-exceed cost of \$6,000.

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

JWO/id

cc: P. Hines, MH&E

14B, ii

Talcott Engineering

DESIGN, PLLC

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

February 27, 2017

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

Attn: Gil Piaquadio, Supervisor

Re: Fabrizio Subdivision
Town Project No. 2017-05
Fabrizio 2 Lot Subdivision
Gardnertown Road
SBL: 51-9-9
R-1 Zone
Job No. 16293-FAB

Dear Gil;

The above referenced subdivision is currently before the Planning Board. The proposal is to tie into the recently privately installed sewer forced main in the West end of Gardnertown Road. This force main is tied into the Town sewer line on Lakeside Road. This subject parcel is not in the sewer district.

Please put this on agenda for the March 27th Workshop meeting for the outside user agreement and for discussion of dedication of this force main to the Town.

Should you have any questions or concerns, please feel free to contact me at the number listed above.

Respectfully yours,

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

Pc; Tony Fabrizio, Owner
Jim Osborne, PE

140

Talcott Engineering DESIGN, PLLC.

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

February 17, 2017

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

Attn: Gil Piaquadio – Town Supervisor

Re: Request for 3 Lots on Common Driveway
Hudson Asset Subdivision
SBL: 34-1-25
Job #16022-MMR
PB Project #2017-04

Dear Sirs:

Please be advised that on behalf of our client, Hudson Asset, 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 Hudson Asset parcel is located around 1285 Union Avenue. The owner is proposing a 5 lot subdivision of the 12 acre parcel which has frontage at multiple locations. The north frontage is 25' wide and is currently being used for access by the land locked out parcel (S/B/L: 34-1-18) which is the Smith residence at 1293 Union Avenue. Two of the lots in the proposed subdivision will be using this 25' for driveway access. Therefore, this driveway will service three lots.

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 Hudson Asset Subdivision 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,

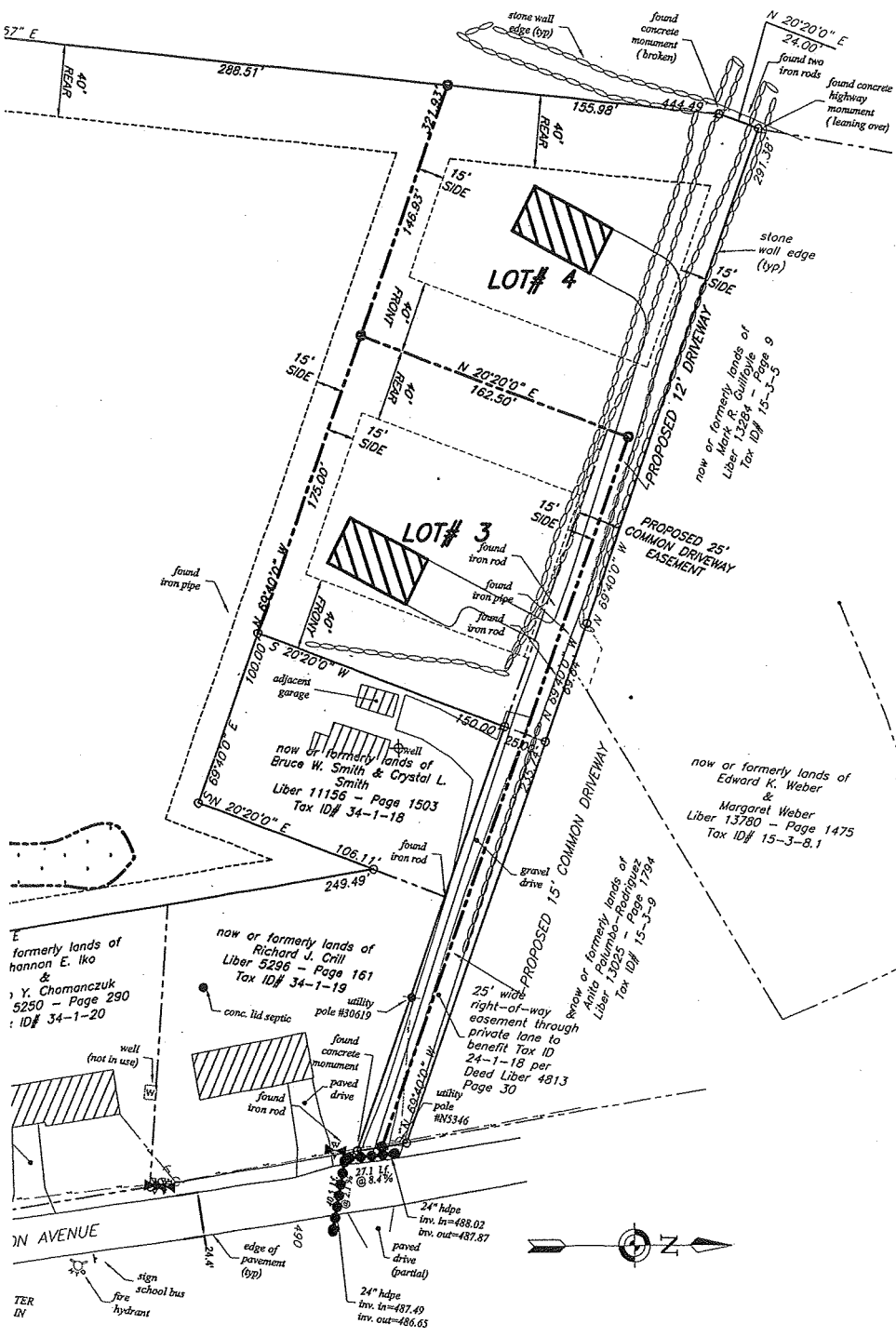


Charles T. Brown, P.E. – President
Talcott Engineering Design, PLLC

LOT # 4 PROVIDED	LOT # 5 PROVIDED
34,782sf.	37,012sf.
40'MIN.	40'MIN.
40'MIN.	40'MIN.
15'MIN.	15'MIN.
30'MIN.	30'MIN.
178'	728'
168'	837'
30%MAX	30%MAX
35'MAX.	35'MAX.

LOT NOTES:

1. LOT SPECIFIC PLOT PLAN'S FOR EACH LOT SHALL BE SUBMITTED WITH EACH BUILDING PERMIT APPLICATIONS AND FOUNDATIONS, WELLS AND SEPTIC FIELDS SHALL BE STAKED OUT PER PLOT-PLANS BY A LICENSED SURVEYOR PLAN PRIOR TO CONSTRUCTION.



- LEGEND**
- PROPERTY LINE EXISTING
 - PROPERTY LINE PROPOSED
 - — — PROPERTY LINE ADJOINING
 - - - EXISTING CONTOURS (2')
 - - - EXISTING CONTOURS (10')
 - - - CONTOURS PROPOSED (2')
 - - - CONTOURS PROPOSED (10')
 - - - EASEMENT
 - - - SEWER LINE
 - - - WATERLINE
 - - - SETBACKS
 - - - SILT FENCE
 - ▨ FEDERAL WETLANDS
 - - - WATER/POND/STREAM

LEGEND

- PUA
- CHI
- CURTAIN DR.
- DISTRIBUTION B
- LATERALS-
- TOE OF PAD

RECORD OWNER'S CONSENT NOTE:

THE UNDERSIGNED OWNERS OF THE PROPERTY HEREON STATE THAT THEY ARE FAMILIAR WITH THIS PLAN, ITS CONTENTS AND ITS LEGENDS AND HEREBY CONSENT TO ALL SAID TERMS AND CONDITIONS AS STATED HEREON AND TO THE FILING OF THIS PLAN IN THE OFFICE OF THE CLERK OF THE COUNTY OF ORANGE, IF SO REQUIRED.

APPLICANT:

HUDSON ASSET HOMES, LLC "MIKE MAHER"
4171 ALBANY POST ROAD
HYDE PARK NY 12538

TOWN OF NEWBURGH F
THIS SHEET IS INVALID AND VOID UNLESS AC

ENGINEER	TALCOTT EN
----------	------------



124 D

March 21, 2017

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

Re: Bid Review
Meadow Hill South Sanitary Sewer Rehabilitation
Newburgh, New York
GHD No. 8616478.0

Dear Mr. Osborne:

Sealed bids for the Meadow Hills South Sanitary Sewer Rehabilitation were opened on March 15, 2017 at 10:00 a.m. The bid received is summarized on the attached Canvass of Bids.

The lowest total bid price received was from North American Pipeline Services LLC. in the amount of \$240,650.00. We have tabulated the bid proposal received and no mathematical errors were found. An error was found in the bid form as North American Pipeline Services LLC did not use the updated bid form in Amendment No. 1 to complete their bid. The attached Canvass of Bids has corrected their bid, and the resulting bid value should be \$239,150.00. North American Pipeline Services LLC was contacted after the bids were received to discuss their bid proposal and indicated that they understand the contract requirements, are confident with their pricing, and are willing to enter into a contract with the Town of Newburgh. We reviewed North American Pipeline Services LLC's bid proposal package and found it to be complete as required.

Therefore, based upon our review of the bid proposal, we find no cause or reason why the Town of Newburgh should not award the Meadow Hills South Sanitary Sewer Rehabilitation to North American Pipeline Services LLC. in the amount of their corrected total bid price of \$239,150.00.

Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,

GHD CONSULTING SERVICES INC.

Kevin Castro, P.E., BCEE
Principal

KC:AZ/mrv

Enclosure

cc: Ani Zipkin, EIT, CPESC-IT, GHD (w/enc.)

G:\86118478\W\PI letters\2017\Osborne-03-20-17-AZ-Bid Review.docx



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

555 Hudson Valley Avenue, Suite 101
New Windsor, NY 12553-4749
T: 845.564.4495
F: 845.567.1025
www.maserconsulting.com

14E

March 17, 2017

VIA EMAIL

James Osborne, P.E
Town Engineer
Town of Newburgh
1469 Route 300
Newburgh, NY 12550

Re: Colden Park Water Main Improvement Project
Recommendation for Reward
MC Project No. 15000434B

Dear Mr. Osborne:

We have reviewed the Bid Summary provided by the Town (attached) against our Opinion of Probably Cost dated February 2017 (also attached). As our office has a working history with Nannini & Callahan, we did not contact references provided as we find them to be competent and qualified. As they are the apparent low bidder and are qualified to complete the scope of work, we recommend the Town award the project to Nannini & Callahan Excavating, Inc. of Cornwall, New York.

If you should have any questions or require additional information, please do not hesitate to contact me at 845-564-4495.

Very truly yours,

MASER CONSULTING P.A.

Joseph A. Dopico, P.E.
Senior Principal

JAD/jjs

cc: Gil Piaquadio, Supervisor
File

R:\AllOffices\Newburgh\Projects\2015\15000434B - Colden Park Watermain
Design\Correspondence\OUT\2017\170317JAD_Osborne_Award.docx

Name / Address & Company	Item 1 Lump Sum	Item 2 4 EA	Item 3 Lump Sum	Item 4 350 S.Y.	Item 5 Lump Sum	Item 6 825 L.F.	Item 7 40 L.F.	Item 8 9 EA	Item 9 1 EA	Item 10 1 EA	Item 11 2 EA	Item 12 6 EA	Item 13 6 EA	
Butler Construction Group Inc. Newburgh, NY	\$1,500.00	\$4,135.00	\$1,500.00	\$5,635.00	\$1,500.00	\$85,569.00	\$9,850.00	\$9,967.50	\$800.00	\$8,990.00	\$10,376.00	\$11,310.00	\$20,760.00	
ELQ Industries, Inc. New Rochelle, NY 10801	\$20,000.00	\$5,200.00	\$2,500.00	\$3,500.00	\$28,000.00	\$119,625.00	\$7,600.00	\$10,800.00	\$800.00	\$16,000.00	\$10,000.00	\$10,800.00	\$24,000.00	
Jorrey Excavating, Inc. Middletown, NY	\$10,000.00	\$4,000.00	\$2,000.00	\$10,500.00	\$15,000.00	\$268,950.00	\$4,000.00	\$16,200.00	\$1,500.00	\$18,000.00	\$22,000.00	\$18,000.00	\$30,000.00	
Nannini-Callahan Cornwall, NY	\$10,000.00	\$4,400.00	\$1,500.00	\$2,450.00	\$6,000.00	\$85,387.50	\$3,900.00	\$13,500.00	\$1,500.00	\$10,150.00	\$11,600.00	\$9,000.00	\$38,733.00	
Butler Construction Group Inc. Newburgh, NY	\$4,800.00	Item 14 50 L.F.	Item 15 220 L.F.	Item 16 1 EA	Item 17 1 EA	Item 18 390 S.Y.	Item 19 300 S.Y.	Item 20 350 S.Y.	Item 21 30 GAL.	Item 22 90 L.F.	Item 23 225 S.Y.	Item 24 50 C.Y.	Item 25 50 L.F.	Item 26 1 L.S.
ELQ Industries, Inc. New Rochelle, NY 10801	\$4,500.00	\$16,500.00	\$8,240.00	\$15,187.00	\$7,800.00	\$9,000.00	\$11,602.50	\$1,500.00	\$1,500.00	\$2,250.00	\$19,743.75	\$7,500.00	\$3,400.00	\$10,000.00
Jorrey Excavating, Inc. Middletown, NY	\$5,000.00	\$8,800.00	\$3,500.00	\$5,500.00	\$15,600.00	\$9,000.00	\$7,000.00	\$450.00	\$2,700.00	\$20,250.00	\$10,000	\$10,000	\$2,500.00	\$10,000.00
Nannini-Callahan Cornwall, NY	\$2,500.00	\$24,200.00	\$10,000.00	\$40,000.00	\$11,700.00	\$18,000.00	\$7,000.00	\$270.00	\$3,600.00	\$15,750.00	\$50.00	\$9,000.00	\$9,000.00	\$10,000.00
TOTAL AMOUNT	\$289,326.75	\$358,720.00	\$538,720.00	\$258,609.50										
Collden Park Watermain 2017														

BID OPENING: COLDEN PARK WATERMAIN INSTALLATION BID Monday, March 15, 2017 2:30 p.m.



1. Pavement Restoration				
Item	Units	Quantity	Unit Price	Totals
Basic Work Zone Traffic Control	LS	1	\$9,500.00	\$ 9,500.00
Pavement (1,5 inch, Type 6F2, Top course)	SY	390	\$21.50	\$ 8,385.00
Pavement (3 inch, Type 3, Binder Course)	SY	300	\$32.00	\$ 9,600.00
Pavement (12 inch, Type 4, Subbase Course)	SY	350	\$28.00	\$ 9,800.00
Tack Coat	GAL	30	\$12.00	\$ 360.00
Cast-In-Place Concrete Curb	LF	90	\$40.00	\$ 3,600.00
Cast-in-Place Concrete Sidewalk Repair	SY	225	\$75.00	\$ 16,875.00
SUBTOTAL				\$ 58,120.00
2. Earthwork				
Item	Units	Quantity	Unit Price	Totals
Rock Excavation & Disposal	CY	50	\$200.00	\$ 10,000.00
SUBTOTAL				\$ 10,000.00
3. Utilities				
Item	Units	Quantity	Unit Price	Totals
Furnish & Install 8-inch Ductile Iron Class-52 Watermain	LF	825	\$115.00	\$ 94,875.00
Furnish & Install 6-inch Ductile Iron Class-52 Watermain (From tie-in to new 8-inch main)	LF	40	\$105.00	\$ 4,200.00
Furnish & Install Complete Short Water Service & Curb Box (Less than 30 feet)	EA	6	\$1,750.00	\$ 10,500.00
Furnish & Install Complete Long Water Service & Curb box (Greater than 30 feet)	EA	6	\$2,500.00	\$ 15,000.00
Furnish & Install Sanitary Sewer Service - Separate Trench	LF	50	\$40.00	\$ 2,000.00
Furnish & Install Sanitary Sewer Service - in Stepped Water Service Trench (See detail)	LF	220	\$32.00	\$ 7,040.00
Gate Valve - 8 inch	EA	9	\$2,250.00	\$ 20,250.00
Gate Valve - 6 inch	EA	1	\$2,000.00	\$ 2,000.00
Wet Tap - 12x8-inch & 12-inch end plug	EA	1	\$9,500.00	\$ 9,500.00
Cut-in Tee & End Plug Abandonment (Detail 1)	EA	1	\$6,000.00	\$ 6,000.00
6-Inch Connection Detail (Detail 3)	EA	1	\$7,500.00	\$ 7,500.00
Hydrant Assembly (includes 6-inch valve & anchor pipe)	EA	2	\$5,500.00	\$ 11,000.00
SUBTOTAL				\$ 189,865.00
4. Miscellaneous				
Item	Units	Quantity	Unit Price	Totals
Mobilization	LS	1	\$12,500.00	\$ 12,500.00
Watermain Concrete Encasement	LF	50	\$65.00	\$ 3,250.00
Utility Test Pits	EA	4	\$1,400.00	\$ 5,600.00
Soil Erosion & Sediment Control	LS	1	\$2,500.00	\$ 2,500.00
Establishing Turf - Lawn	SY	350	\$12.00	\$ 4,200.00
SUBTOTAL				\$ 28,050.00

SUMMARY	
ITEM	SUBTOTALS
1. Pavement Restoration	\$ 58,120.00
2. Earthwork	\$ 10,000.00
3. Utilities	\$ 189,865.00
4. Miscellaneous	\$ 28,050.00
	Subtotal \$ 286,035.00
	Cash Allowance \$ 10,000.00
TOTAL PROBABLE SITE COST	\$ 296,035.00

Notes:

1. This probable cost is based on the Construction Plans prepared by Maser Consulting P.A., dated 02/08/17.
2. This probable cost does not include costs associated with Site Design, Bonds, Building Permits, As-Built Plans & Testing.
3. The Engineer shall not be responsible for market conditions or any other factors that result in construction costs that are contrary to this Opinion of Probable Cost, or contrary to the Owner's budget and pricing assumptions. Unknown sub-surface site conditions, unforeseen construction challenges, conditions imposed by the local Authority Having Jurisdiction, current undefined Scope of Work items, further design decisions, market conditions, and a variety of other factors may result in adjustments to these probable costs.

146

March 19, 2017

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

Attn: Gil Piaquadio – Town Supervisor

Re: Request for 3 Lots on Common Driveway
Terrizzi II Subdivision
SBL: 4-2-5.4
Planning Board Project #2017-07

Dear Sirs:

On behalf of my client, John Terrizzi, I am formally requesting consideration of a waiver of Town Code §161-4.A., which limits the use of a Common Driveway to a maximum of 2 lots. The Terrizzi parcel is 12.3 acres located at the end of Terrizzi Drive, a private road. The owner is proposing a 4 lot subdivision of the parcel. Three of the lots will be single family residential lots served by onsite wells and septic. The fourth lot (4.0 acres) is to be transferred to the Town. Upon completion of the proposed subdivision, the three residential lots will share a 50' common driveway easement and no further additions will be made.

Additionally, I am requesting consideration of a waiver of Town Code §104-2.A.9, which identifies a \$2,000 recreation fee in lieu of land per subdivided lot, for all proposed subdivided lots in exchange for the transfer of the fourth lot (4.0 acres) to the Town.

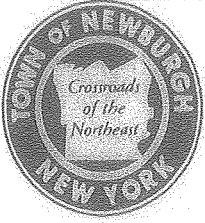
I have attached this letter to 5 half size copies of the Terrizzi II Subdivision for your convenience in reviewing this request. If you require any additional information, please feel free to contact me at 845-239-2020, or by e-mail at cmterrizzi@gmail.com.

Sincerely,



Christopher M. Terrizzi, P.E.

Pc: Town Board/Attach. (4)
Town Clerk/Attach.
Town Engineer/Attach.
Town Attorney/Attach.
Planning Board
Patrick Hines



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

15
Presda

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board

From: Charlene M Black, Personnel

Date: March 23, 2017

Re: Part time Clerk For Filter Plant

Please find attached a letter and employee request form from Jeff Guido, requesting to hire Lucille Fisch as a part time clerk for his department. Pending your approval, Ms. Fisch would need to complete paperwork, physical drug /alcohol testing and fingerprints. Anticipated start date would on or after April 4/6/2017 and starting salary is \$12.00 per hour. If you would like to see her application, it available in my office. Thank you in advance.

TOWN OF NEWBURGH
DEPARTMENT OF PUBLIC WORKS
311 NYS Route 32
Newburgh, New York 12550
(845) 564-7813

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members

From: Jeff Guido, Water/Sewer Superintendent



Date: March 22, 2017

Re: Office Clerk Selection Recommendation

At this time, I would like to request approval to hire Lucille A. Fisch for the position of part-time clerk for the Water Supply (Filtration) Department.

This position was posted on the Town's website, and we received a list of interested applicants. Interviews were conducted on March 15th and March 20th to fill this position. Charlene Black; Personnel Director and Anthony Ciaccio; Water Supply Manager, were in attendance. The applicants were evaluated on their qualifications, experience, knowledge and skills as related to this position.

I would like to schedule a start date as soon as possible for this applicant, as the position is currently vacant.

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

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Lucille A. Fisch

DEPARTMENT: Filter Plant

TITLE OF POSITION: part time clerk

FULL TIME OR PART TIME: Part time

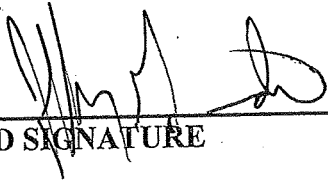
HOURLY RATE: \$ 12.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 040.8330.0100

PROPOSED HIRE DATE: on or after 4/6/17

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


DEPARTMENT HEAD SIGNATURE

3/23/17
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

MAR 10 2017

*Admitted in NY & NJ

Michael D. Blythe Esq.

320 Jackson Ave,
New Windsor N.Y. 12553
845-913-6094
mblythe@hvc.rr.com

March 8, 2017

Gil Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: 207-c Recovery

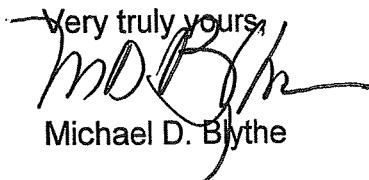
Dear Supervisor Piaquadio:

As discussed with you and Councilman Manley, I would like to represent the Town of Newburgh to explore recovery of GML 207(c) payments made by the Town to Police Officers injured in the line of duty which payments were not reimbursed by Worker's Compensation Insurance.

A little known and seldom used Section of New York State General Municipal Law permits municipalities, under certain circumstances, to successfully make a claim against a tortfeasor responsible for the injuries to the Officer for reimbursement of payments made by the Town for 207(c). I have successfully recovered \$200,000 for Town of New Windsor and I have also reviewed several claims for other local governments.

I proposed to perform these services under a standard contingent fee agreement which I enclose for your review. The Town would therefore incur no expenses, other than court costs, unless there is a successful recovery.

Please discuss this with the Board and advise if you and the other members wish to proceed in this fashion.

Very truly yours,


Michael D. Blythe

MDB/jtm

RETAINER AGREEMENT

CLIENT: TOWN OF NEWBURGH

SUBJECT: Claims against tortfeasors to recover money damages arising under General Municipal Law Section 207-c as the result of incidents which occurred between March 1, 2014 and March 1, 2017, wherein Town of Newburgh Police Officers sustained injuries. My representation includes investigation of the happening of the accidents, obtaining medical records and, if warranted, making a claim for damages including but not limited to commencing a lawsuit. Should a lawsuit be commenced, I may retain co-counsel of my choice at no additional expense to the Town.

ATTORNEY'S FEE:

Michael D. Blythe, Esq., agrees to represent you, the Town of Newburgh, on a contingent fee basis. You agree to pay me thirty-three and one-third percent (33 1/3%) of the net sum received for your claims through my representation of you in settlement, suit, judgment or otherwise. If any case is tried, the costs as taxed, including interest upon a judgment, shall be deemed part of the net sum. The net sum is the total of monies received after deducting any expenses incurred by us in bringing the claim.

My fee shall be payable only out of proceeds recovered through my representation of you, and shall not be due until final payment has been received by you and all avenues of appeal or other such challenge to the final payment have been exhausted.

All liens or assignments of proceeds of any kind are to be paid out of your share of the recovery and are not deducted from the total monies received to compute the net sum.

TERMS:

1. By this agreement you authorize Michael D. Blythe, Esq., to investigate your claims and, should I file suit or other legal proceedings on your behalf, to fully prepare for and prosecute the suit. If, after reasonable investigation of the claim or claims, I determine that it is not feasible to prosecute the suit, I will notify you of such fact.

2. This agreement does not cover an appeal. In the event that you wish to appeal or defend against an appeal taken by another party, a separate agreement for legal services will be needed. I acknowledge that you have no obligation to appeal from an adverse decision or to defend an appeal taken by a defendant from a judgment or other decision in your favor, and that your failure to appeal or to defend an appeal shall not give rise to any right or claim on my behalf.

3. After commencement of a lawsuit, if for some reason I conclude that your suit lacks merit I will so advise and you agree not to oppose a formal request or motion by Michael D. Blythe, Esq., to withdraw as counsel on reasonable notice and in accordance with the Rules of Professional Responsibility.

4. If the "serious injury" standard of Insurance Law 5102(d) applies to any case because the injuries at issue arose out of an auto accident and, in my opinion, the injuries at issue do not constitute a "serious injury" within the meaning of the law, you acknowledge that I have the right to request the court's permission to withdraw from further representation on reasonable notice and in accordance with the Rules of Professional Responsibility.

5. This retainer agreement and the fee arrangement detailed herein, can only be modified in writing, signed by both the client and an authorized representative of Michael D. Blythe, Esq.

EXPENSES:

Michael D. Blythe, Esq., may advance, on your behalf, certain expenses necessary for the prosecution of your claim. The final obligation to pay these expenses, however, must remain with you as required by our Code of Professional Responsibility. Therefore, you agree to reimburse me in connection with your claim.

PAYMENT OF COSTS AND EXPENSES:

Pursuant to §691.20(e) of Title 22 of the Official Compilation of Codes, Rules and Regulations of the State of New York, the method by which the percentage is calculated depends upon your election 1) to pay the costs and expenses of the action, inclusive of expert medical testimony and investigative or other services properly chargeable to the enforcement of the claim or prosecution of the action, or 2) your preference to have me do so.

In the event that you elect to pay these costs and expenses, the amount expended will be reimbursed to you from the gross settlement sum leaving a net settlement sum from which the 33 1/3% fee will be deducted (Option 1).

In the event you elect to have these expenses paid by me, the 33 1/3% fee will be applied to the gross settlement sum and then disbursements will be deducted and reimbursed to me arriving at the net amount payable to you subject to liens, assignments or claims in favor of health care providers, or claims of subrogation asserted by insurance carriers (Option 2).

Hypothetically and solely for the purposes of an example to aid you in understanding how these options would be applied and having nothing to do with the actual valuation of your particular claim, if a particular claim produced a \$100,000.00 recovery and \$4,000.00 in disbursements were incurred, if you paid the disbursements (Option 1), the \$4,000.00 would be reimbursed to you from the gross settlement leaving a net settlement of \$96,000.00 from which the legal fee 33 1/3% percent would be deducted, i.e. \$32,000.00. You would receive \$64,000.00 +\$4,000.00 or \$68,000.00 subject to liens and/or claims in favor of health care providers, or claims of subrogation asserted by insurance carriers, and I would receive \$32,000.00.

Should you decide in this hypothetical to have me pay the disbursements (Option 2), the legal fee would be \$33,333.33 (33 1/3%) of \$100,000.00 and I would then be reimbursed \$4,000.00 for out of pocket disbursements, so that the law firm would receive \$37,333.33 (\$33,333.33 + \$4,000.00) leaving \$62,666.67 as your recovery subject to liens and/or claims in favor of health care providers, or claims of subrogation asserted by insurance carriers.

It is understood that this is only a hypothetical and that there are innumerable variables that could affect the outcome in any particular case.

If you elect Option 1 it is understood that all reasonable and necessary disbursements will be advanced promptly by you and that I will be the ultimate arbiter as to what, in good faith, constitutes a reasonable and necessary expense. If you elect Option 2 it is understood that I will advance in good faith all reasonable and necessary disbursements and that your prior approval will not be required. It is further agreed that regardless of the option selected the party advancing disbursements does so with the understanding that neither has a claim against the other for reimbursement should there be no recovery in the case.

In acknowledging that the above has been fully explained to you and that you understand the practical consequences of the election you select:

Please place your initials next to the Option you have selected:

_____ Option 1- Client will advance the disbursements
_____ Option 2 - Have Michael D. Blythe, Esq., advance the
disbursements

The services to be provided pursuant to this agreement will not extend through the prosecution of an appeal. The services provided pursuant to this agreement do include the defense of an appeal.

If an appeal is successfully taken by attorneys on your behalf other than me, I will have a lien for all of your expenses and the fair and reasonable value of my legal services rendered against any future recovery you may obtain through the efforts of other attorneys not exceeding 33 1/3% of the net amount ultimately recovered.

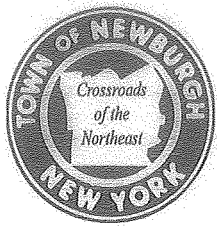
The undersigned further acknowledges that the loser of a lawsuit can be assessed costs on behalf of the winner against the loser. Such costs generally run in the neighborhood of \$1,000.00 to \$1,500.00. However, costs could be higher depending on the complexity of the case. You will be liable for such costs in the event that a lawsuit is unsuccessfully brought and a judgment for costs is entered against you.

Dated: _____ 2016

Michael D. Blythe, Esq.

TOWN OF NEWBURGH

BY: _____
Gil Piaquadio, Supervisor



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Todd DePew, Highway Superintendent TD/ch

DATE: March 23, 2017

RE: Seasonal Employee

I am requesting permission to be able to hire a Seasonal Laborer for the Highway Department.

If you have any questions feel free to contact me. Thank you

TD:ch
cc: Charlene Black, Personnel Department