

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

## WORKSHOP MEETING AGENDA

Wednesday, May 28, 2014

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. RECREATION: Altering Fireworks Contract
7. ENGINEERING: Bonding
8. DPW:
  - A. Water Treatment System Contract
  - B. Contract with Town of Marlborough
9. POLICE:
  - A. Purchase of K-9
  - B. Purchase of Emergency Lights for Vehicles
10. RECEIVER OF TAXES: Disputed Bills
11. ASSESSOR:
  - A. Tax Certiorari
  - B. Resolution for NYS Retirement System
12. PLANNING BOARD:
  - A. Landscape Security: Toyota of Newburgh
  - B. Stormwater Bond: Sunshine Ford
13. HIGHWAY: Purchase of Portable Incline Screener
14. ADJOURNMENT

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 May, 2014 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor  
And Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING EXECUTION OF  
APPLICATION FOR PENSION WAIVER  
PURSUANT TO SECTION 211 OF THE  
NEW YORK STATE RETIREMENT AND  
SOCIAL SECURITY LAW FOR  
JOHN VENEZIA

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

**WHEREAS**, the Town Board of the Town of Newburgh is the appointing authority for the position/office of Sole Assessor of the Town of Newburgh and the Town Board heretofore appointed John Venezia as the Town's Sole Assessor; and

**WHEREAS**, John Venezia is a retiree in the New York State and Local Retirement System, having retired from employment by a political subdivision other than the Town and

**WHEREAS**, Section 150 of the Civil Service Law provides, generally, that a retiree's pension shall be suspended during periods of reemployment in the public service and Section 211 of the Retirement and Social Security Law provides for the reemployment of a retiree under certain circumstances without loss or diminution of pension ; and

**WHEREAS**, the law requires a final determination by the New York State Civil Service Commission that the requirements of Section 211 are met; and

**WHEREAS**, the Town Board of the Town of Newburgh desires to authorize the submission of an application to the State Civil Service Commission for such a final determination for pension waiver pursuant to Section 211 pertaining to John Venezia.

**NOW THEREFORE,**

**BE IT RESOLVED**, that the Town Board of the Town of Newburgh hereby authorizes the

Assessor of the Town of Newburgh; and

**BE IF FURTHER RESOLVED**, that the Deputy Supervisor and other officers and employees 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, documents and papers as may be necessary to effectuate and carry out the contents of the foregoing resolution; and

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

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

George Woolsey, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Paul I. Ruggiero, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Deputy Supervisor and Councilman voting \_\_\_\_\_

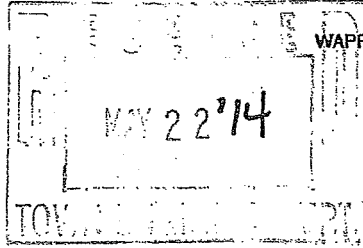
The resolution was thereupon declared duly adopted.

8A



# POLLUTION CONTROL, INC.

*Operation of Water and Wastewater Treatment Systems*



1810 ROUTE 376  
WAPPINGERS FALLS, NY 12590  
(845) 463-7310  
Fax (845) 463-7305

M - E - M - O - R - A - N - D - U - M

TO: Jim Osborne, Town of Newburgh Engineer

FROM: Michael P. Tremper, CAMO Pollution Control, Inc.

DATE: May 21, 2014

RE: Five Year Contract vs. Three year Contract

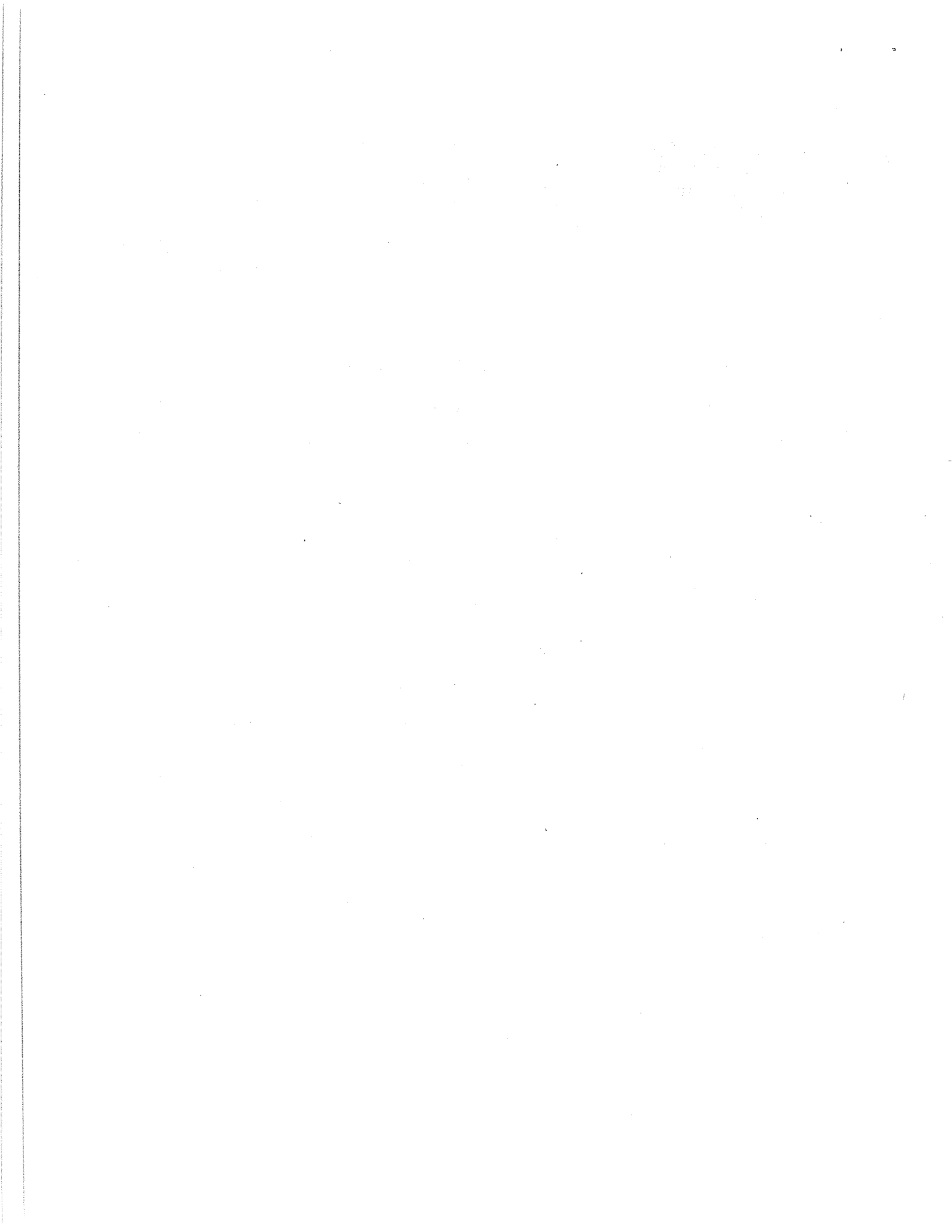
As you know, the Town and CAMO are currently discussing the Operation and Maintenance Contract. Agreeable to both parties is a three year agreement with a yearly CPI increase. Although CAMO is perfectly agreeable to a three year agreement we would prefer a five year agreement. We believe that it is in the best interest of both parties to invest in a long term agreement; delivery of potable water is not a short term issue. Keep in mind both three and five year agreements have a termination clause.

As an incentive for the Town to go with a five year agreement we propose CPI increases in the second and fourth year. This means the dollar increase would be the same for both three and five year agreements. Assuming, the Town went with a three year contract and then decided to renew with CAMO for an additional three years, using a CPI increase of two percent per year for the additional two years it would end up costing the town an additional \$20,412.00 over the five year term. Therefore, monetarily it would be more beneficial for the Town to sign a five year agreement.

If you have any questions please call me at 845-463-7310.



EMAILED



6

AGREEMENT  
 FOR  
 PROFESSIONAL MANAGEMENT AND OPERATION  
 OF THE  
 TOWN OF NEWBURGH  
 WATER SUPPLY FACILITIES

**THIS AGREEMENT** made as of this \_\_\_ day of \_\_\_\_\_ 2014 by and between the **TOWN of NEWBURGH**, a municipal corporation of the State of New York, with its offices at 1496 Route 300, Newburgh, New York 12550 on behalf of the Consolidated Water District Water Department of the TOWN of Newburgh, hereinafter designated "TOWN" and **CAMO POLLUTION CONTROL, INCORPORATED**, hereinafter designated "CAMO" a corporation having its principal office at 1610 Route 376, Wappingers Falls, New York 12590.

**WITNESSETH**

**WHEREAS**, the TOWN requires professional management and operation services for the administration, operation and maintenance of the Town of Newburgh Consolidated Water District Water Supply Facilities presently existing in the Town of Newburgh, including the following: Chadwick Lake Filter Plant, Chadwick Lake Dam, Delaware Aqueduct Tap Facility and the Delaware Aqueduct Tap Water Treatment Plant, and

**WHEREAS**, CAMO possesses the pre-requisite experience and qualified personnel to supply the professional management, operation and maintenance of the Town's Water Supply Facilities,

**NOW THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions stated herein, the parties agree as follows:

- A. SCOPE OF SERVICES:** CAMO agrees to furnish all professional services to the TOWN of NEWBURGH as set forth and described below. The services shall be timely performed with skill, diligence and care consistent with the prevailing standard of care for licensed operators of public water systems in New York State, sufficient to meet all regulatory requirements applicable to the Town.

1. CAMO shall be responsible for the management, operation and maintenance of the TOWN's water supply facilities which include the Delaware Aqueduct Tap Water Treatment Plant (DAT WTP), Delaware Aqueduct Tap Facility (DATF) and the Chadwick Lake Filter Plant (CLFP). CAMO shall not be directly responsible for the Chadwick Lake Dam but is required to report any observed condition to the DPW Commissioner or Town Engineer as soon as necessary.
  
2. CAMO shall diligently administer, operate and maintain all water supply facilities in full compliance with United States Environmental Protection Agency (USEPA), New York State Department of Health (NYSDOH), and New York State Department of Environmental Conservation (NYSDEC) rules and regulations governing the operation of said facilities.
  - 2.1 CAMO shall maintain complete and accurate records of operation and maintenance meeting all federal, state and local requirements which will be available for inspection by the Town.
  - 2.2 CAMO shall perform all necessary testing and laboratory analysis as required by regulatory agencies, as required by the Town as well as for process control.
  - 2.3 CAMO shall operate and maintain all water supply facilities in such a manner that the water quality is maintained at all times at a level equal to or better than the requirements established by the regulatory agencies having jurisdiction.
  - 2.4 CAMO shall comply with all federal, state and local laws and regulations as they pertain to the existing water supply facilities.
  - 2.5 In the event that the water quality is not in compliance with the requirements, CAMO shall submit a report to the Town outlining the cause of the non-compliance and outlining the proposed corrective action and schedule.
  
3. CAMO shall keep and maintain all water supply facilities in good operating condition and shall provide all needed maintenance of the facilities and equipment within the operating budget provided. CAMO shall maintain all water supply facilities in a clean and safe manner consistent with current standards of practice.
  - 3.1 CAMO shall maintain an inventory of spare parts and readily available documentation of corrective maintenance with historical data for each piece of equipment. CAMO with the assistance of Town personnel, shall investigate, evaluate and implement a computer assisted Preventive Maintenance Software Package to provide for a comprehensive preventive maintenance program for all equipment and structures. Using this system, CAMO shall maintain an inventory of spare parts and readily available documentation of corrective maintenance with all historical data for each piece of equipment.
  - 3.2 CAMO shall enforce existing equipment warranties and guarantees and maintain warranties on new equipment.
  - 3.3 CAMO shall maintain the cleanliness and appearance of the water supply

- facilities in a professional manner.
- 3.4 Operating staff shall, to the extent possible, comply with OSHA or PESH as may be applicable.
- 3.5 Utilizing the equipment referenced in 12, CAMO shall be responsible for snow plowing of the Water Supply Facilities. If and when because of snowfall amounts, it is not feasible or practicable that CAMO plow, the Town of Newburgh Highway Department shall assist with suitable equipment and sand and salt as necessary.
- 3.6 The Town of Newburgh shall be responsible for the grounds maintenance of all water supply facilities.
4. CAMO shall provide a Chief Operator who will hold a current and valid 1A Water Treatment Operators License from the NYSDOH. The Chief Operator shall be John Egitto for up to a maximum of eight (8) hours per week. Another Chief Operator may not be substituted for Mr. Egitto without prior written approval of the TON.
- 4.1 The Chief Operator shall be responsible for the regulatory compliance of the water supply facilities and shall direct the Supervisory Operator and staff in regards to this objective.
- 4.2 The Chief Operator shall be responsible for any and all regulatory reporting required by regulatory agencies having jurisdiction, including but not limited to Monthly Operating Reports, Quarterly Operating Reports and Annual Reports as required by NYSDOH, maintenance inspection reports of the chemical and petroleum storage facilities as required by NYSDEC, inspection and maintenance reports for the Chadwick Lake Dam as required by the NYSDEC, and any and all other required routine regulatory reports as necessary.
- 4.3 The Chief Operator shall be responsible for any and all certifications required as Operator-in-Responsible Charge of the facilities.
- 4.4 The Chief Operator shall report any anticipated non-compliance issues to the Department of Public Works Commissioner (DPWC) and/or the Town Engineer (TE) as necessary. If required, the Chief Operator shall report directly to the Town Supervisor and/or Town Board.
- 4.5 In conjunction with the Supervisory Operator, the Chief Operator shall prepare and submit an annual operating budget to the DPWC. The annual budget shall include any recommendations for the purchase of new or replacement equipment for the improved or continued operation of the water supply facilities.
5. CAMO shall provide a Supervisory Operator who at a minimum will hold a current and valid 2A Water Treatment Operators license from the NYSDOH. The Supervisory Operator shall be Jeff Guido for up to a minimum of 5 days per work week (minimum of (32) hours and maximum of 40 hours per week). Another Supervisory Operator may not be substituted for Mr. Guido without prior written approval of the TON.
- 5.1 The Supervisory Operator shall be responsible for the day to day operation of the



water supply facilities in compliance with regulatory requirements and good operating practices.

5.2 The Supervisory Operator shall identify necessary and daily, weekly, monthly and annual work items. These work items shall include, but not necessarily be limited to the following:

5.2.1 Collection of any and all water quality samples necessary for compliance with the reporting requirements of the regulatory agencies,

5.2.2 Normal operating tasks to insure the operation of the facilities in accordance with good practices, or in accordance with Standard Operating Procedures as directed by the Town through the DPWC or TE.

5.2.3 Standard routine maintenance and repair of operating equipment.

5.2.4 Maintenance of the spare parts inventory for all equipment.

5.3 The Supervisory Operator shall be responsible for the assignment of daily, weekly and monthly work assignments to all operating staff including any Town of Newburgh CSEA employees working in the Water Supply Department. In addition, the Supervisory Operator shall be responsible for monitoring the progress and completion of work assignments.

5.4 The Supervisory Operator shall be responsible to provide to the DPWC or his designee, monthly reporting of personnel schedules and weekly reports of scheduled and completed tasks accomplished by both CAMO and Town of Newburgh employees (filter plant employees).

6. CAMO shall provide shift operators and or operators-in-training as follows – two shift operators who at a minimum hold a current and valid 2A Water Treatment Operators license from the NYSDOH and one and one-half operators-in-training. A full time shift shall consist of 40 hours per week.

6.1 Shift operators shall be responsible for the routine operation of the water supply facilities within the parameters outlined by the Chief Operator or the Supervisory Operator.

6.2 Shift operators/operators-in-training shall be responsible for the completion of any work assignments including water treatment operations, water quality sampling of the treatment processes and distribution system as necessary, repair and or maintenance of equipment, and maintenance of the facilities and other tasks as directed.

6.3 As operators-in-training obtain a 2A Water Treatment Operators license, shall be reclassified as a Shift Operator.

6.4 All CAMO employees are subject to and shall conform to the requirements of the Drug & Alcohol Abuse policy included as Attachment B to this Agreement.

7. The Town of Newburgh shall provide three full time employees to work in conjunction with CAMO staff. Duties and responsibilities of Town staff shall be the same as Shift Operators.

7.1 Conditions of employment for Town of Newburgh staff shall be governed by the CSEA contract currently in effect.

8. CAMO shall not be responsible for the replacement of equipment except specifically for the supervision of work and functional testing of items included and purchased under Capital Equipment line item of the annual budget.

9. CAMO shall be responsible to identify to the Town equipment that is not functioning, nearing the end of its useful life, or is in need of a major overhaul or rehabilitation. CAMO when requested shall submit a proposal for additional services for any installation or repair work. Any work contained in the proposal shall be specifically authorized by the Town prior to the commencement of said work.

10. In the event of an emergency that will or does result in a violation of water quality/treatment standards, CAMO shall have the authority to engage outside services as necessary to make emergency repairs. CAMO shall notify the Town of any such incident within 12 hours of the discovery of the emergency condition.

11. In the event of abnormal conditions in the raw water or if any biologically or chemically toxic material is received at the water supply facilities, CAMO shall notify the Town and if necessary any regulatory agencies. If the abnormal materials cannot be treated or removed using the existing equipment and processes, CAMO shall not be responsible for compliance.

12. The Town of Newburgh shall provide the following vehicles for use by the Water Supply staff:

2008 Dodge Durango

2008 Ford ~~ESC~~ CROWN VICTORIA SEDAN

2008 Ford P/U F-250.

Vehicle maintenance shall be by the Town of Newburgh Fleet Maintenance Department subject to the limitations of the appropriate line item in the Water Supply budget.

12.1 All CAMO Shift Operators and Operators-in-Training shall submit a copy of a valid Driver's License to the Town of Newburgh Personnel Department.

B. **TERM OF CONTRACT:** This contract shall be for a three (3) year term commencing January 1, 2014 and terminating December 31, 2016.

C. **PAYMENT:** CAMO will bill the TOWN for all services in accordance with the hourly rate

schedule attached. The hourly compensation paid to CAMO by the TOWN shall be the only compensation paid for services rendered. CAMO shall be responsible for any and all payroll taxes and employee benefits such as vacation, holidays and sick leave for its employees.

The fees for this Agreement may be adjusted at CAMO's request at the beginning of each contract year for the succeeding twelve month period in accordance with the Consumer Price Index for the Northeast Region (All items) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the C.P.I. is discontinued, comparable statistics on the purchasing power of the consumer dollar, published by the Bureau of Labor and Statistics of the United States Department of Labor shall be used for making the computation in this subsection. In the event the Bureau of Labor Statistics shall no longer maintain statistics on the purchasing power of the consumer dollar, comparable statistics published by a responsible financial periodical or recognized authority shall be used for making the computation.

Reimbursement for services rendered by CAMO shall be made monthly by the TOWN on the basis of payment vouchers covering proper charges accrued during the preceding monthly billing period duly certified by CAMO to the TOWN. The TOWN shall pay CAMO for the rendered services within thirty (30) days of presentation by CAMO to the TOWN of a voucher acceptable to the TOWN. Unless otherwise requested in writing, the TOWN shall mail payment to CAMO at its address herein or as hereafter amended.

**D. TERMINATION:** The parties hereto agree that the Town may terminate this Agreement for cause; upon receipt of evidence of negligent acts caused by CAMO in the performance of this Agreement; because of errors or omissions by CAMO in the performance of the Agreement; or, on account of any material breach of the Agreement. In the event the Town determines that the Agreement should be terminated for cause, it shall give CAMO notice of causes for its determination, together with notice of all deficiencies in performance, and a demand that they should be cured within thirty (30) days from the notice. If CAMO shall fail to cure the defects within such thirty (30) day period, the Town may terminate the Agreement by serving a written notice of cancellation by Registered Mail through the U. S. Postal Service thirty (30) days prior to cancellation date.

The parties further agree that either CAMO or the Town may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party served by Registered Mail through the U.S. Postal Service.

**E:** If the TOWN observes or otherwise becomes aware of any fault or defect in the work of CAMO or of non-conformance with the substance and intent of this Agreement, the TOWN shall give prompt written notice thereof to CAMO. The provisions of this paragraph and paragraph "Fifth" shall not limit the liability of CAMO to the TOWN, nor shorten any applicable statute of limitations affecting either party.

**F:** The TOWN shall designate a representative to consult and advise on the TOWN's behalf with respect to the work of CAMO. The TOWN shall render decisions as necessary upon CAMO's request with respect to the subject matter of this Agreement.

**G:** The TOWN shall provide personnel, equipment and supportive services for the operation and maintenance of the water supply, filtration, and treatment systems under the control of the Department.

**H:** The TOWN shall examine all studies, reports and other documents as may be presented by CAMO, obtain advice of an attorney and such other consultants as the TOWN may deem appropriate for such examination, and render in writing decisions pertaining thereto in a reasonable time when so required by CAMO.

**I:** CAMO agrees that all records compiled by CAMO, together with the information and material gathered in pursuing the objectives of the Agreement, including written reports and all other data in like manner, shall become and remain the property of the TOWN.

**J:** All applicable provisions of law of the Federal Government, the State of New York or the TOWN of Newburgh are deemed to be incorporated in and made part of this Agreement.

**K:** CAMO shall comply with all applicable provisions of the Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations pertaining to the operation and maintenance of municipal water supply, transmission, and distribution systems promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto. CAMO shall not discriminate on any unlawful basis.

**L:** CAMO agrees that all of its employees shall comply with and be subject to the Town of

Newburgh's policies regarding a Drug-Free Workplace and in particular be subject to the Town's Alcohol and Substance Abuse Policy and Testing Procedures as currently delineated in the Town of Newburgh Employee Handbook as may be amended from time to time.

**M:** CAMO shall exchange information developed during the course of the work with such consultants as the TOWN may choose to employ and pertinent to the objectives of this Agreement, and shall work in harmony with them to integrate the results of CAMO's work with that of the consultants so as to produce a unified recommended approach to the comprehensive water planning objectives of the TOWN.

**N:** CAMO agrees that, if requested by the TOWN, CAMO shall furnish additional services related to, but not part of this Agreement, such additional work to be the subject of an amendment to this Agreement by negotiation between the parties hereto.

**O:** The TOWN, without invalidating this Agreement, may order extra work or make changes by altering or adding to the scope, concept, and/or performance of the work. In each such occasion, the cost of CAMO's services in this Agreement shall be adjusted accordingly. All such changes in the work shall be executed as supplementary to the services covered by this Agreement and the cost of same to the TOWN shall be negotiated at the time of ordering such change. CAMO shall not perform extra work unless in pursuance of a written order signed by the TOWN and by CAMO stating that the TOWN has authorized the extra work or contract modification. The cost of such work shall be determined in one of the following ways:

- a. By estimate and acceptance in a lump sum;
- b. By time and materials basis per Addendum "A".

If none of the above is agreed upon, CAMO, provided it receives a written order from the Town, shall proceed with the execution of the extra work or contract modification. In such case, CAMO shall keep and present in such form as the TOWN may direct, a correct account of the cost, together with vouchers. CAMO shall certify to the amount, including the allowance therein for overhead and profit, due CAMO. Pending final determination of value and within thirty (30) weeks of presentation of CAMO's voucher in a form acceptable to the TOWN, the TOWN shall pay to CAMO an amount, which in its reasonable discretion, it deems due to CAMO for the services performed.

**P:** The TOWN shall provide licenses and permits required for the performance of CAMO's services.

**Q:** CAMO shall submit to the TOWN a variance report at least annually in the form of a short document reflecting variations of costs and consumptions occurring during each reporting period in the course of implementing this Agreement, together with such included data as CAMO or the TOWN may deem pertinent to the program objectives.

**R:** CAMO shall obtain and maintain in full force and effect for the duration of this Agreement the following insurance comprehensive general liability insurance or its equivalent to protect the Town from negligent acts or omissions of CAMO, its employees and agents, with coverage in an amount acceptable to the Town; workers' compensation insurance for its employees to the extent required by law; liability insurance covering personal injury and property damage suffered by CAMO's employees, and covering personal injury and property damage caused by CAMO or its employees; and vehicle liability insurance. CAMO shall furnish certificates for such insurance policies upon execution of this Agreement and thereafter promptly upon the Town's request.

**S:** Neither party may assign, subcontract or convey any right, title or interest in this Agreement without the express, prior written consent of the other party.

**T:** The Town and CAMO shall each hold harmless and indemnify the other,, its employees and representatives for all claims, damages, loss, judgments or awards arising from or caused by acts or omissions or breach of this Agreement by the indemnifying party , its employees and representatives.

**U:** CAMO shall comply with all applicable laws, ordinances and codes of the State and local governments.

**V:** No member of the governing body of the Town and no other officer, employee, or agent of the Town, who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and CAMO shall take appropriate steps to assure compliance.

**W:** The Laws of the State of New York shall govern all disputes, claims, lawsuits or legal proceedings between the parties to this Agreement.

**X:** This Agreement constitutes the entire embodiment of the agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings, promises and representations. The parties agree that, in the event one or more of the within provisions should be declared void or illegal, the remaining provisions shall not be affected by such declaration and shall continue in full force and effect. This Agreement may be modified only by written agreement between the parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**TOWN OF NEWBURGH**

**BY:** \_\_\_\_\_

**GILBERT PIAQUADIO**

**TITLE: DEPUTY SUPERVISOR**

**CAMO POLLUTION CONTROL, INC.**

**BY:** \_\_\_\_\_

**MICHAEL P. TREMPER**

**TITLE: VICE-PRESIDENT**

ADDENDUM "A"

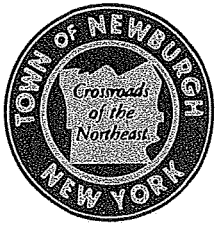
CAMO HOURLY RATES SCHEDULE

Chief Operator	\$110.00/Hour
Supervisory Operator	\$ 85.00/Hour
Shift Operator	\$ 56.00/Hour
Operator-in-Training	\$50.20/ Hour
Master Mechanic	\$100.00/Hour
Head Mechanic	\$ 85.00/Hour
Assistant Mechanic	\$ 65.00/Hour

- \* Twenty percent (20%) markup on all subcontractors and materials.
- \* Time and a half paid for overtime and holidays.
- \* Double time paid for Christmas and Thanksgiving.







# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

6

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

May 20, 2014

TO: Gil Piaquadio, Acting Supervisor  
Town Board Members

CC: Andrew Zarutskie, Town Clerk

FROM: Robert J. Petrillo, Commissioner

RE: 2014 Community Day Fireworks

Legion Fireworks has already been approved as the fireworks vendor for Community Day.

At this time we would like approval to increase the contract amount for fireworks by an additional \$1,500.00. As done last year the increase will allow for additional fireworks.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

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

**MEMORANDUM**

**TO:** Wayne Booth, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer  
**DATE:** January 6, 2014  
**RE:** W\ **STEWART AIRPORT WATER STORAGE TANK  
REHABILITATION AND RECONSTRUCTION**

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Enclosed for your review is the complete *Draft Report* for the recommended improvements to the Stewart Airport Water Storage Tank. The report identifies the immediate need to recoat or repaint the 1.8 million gallon tank, several recommended improvements to improve the water quality of the water in the distribution system and finally a water main extension to improve the utilization of the Town's booster pumping and water storage operations.

Upon review of the report, I am requesting Town Board consideration for the following actions:

1. Determine the final scope of the project i.e. which elements to include;
2. Provide financing for the completion of the project;
3. Authorize the solicitation of design engineering services to start this critical project.

A description of each of these is given below:

**1. Project Elements**

A list of the individual project elements and relative priority is given below:

**TO:** Wayne Booth, Town Supervisor & Town Board  
**RE: W\ Stewart Airport Water Storage Tank  
Rehabilitation And Reconstruction**

January 6, 2014

Page 3

As the above requires several decisions on the part of the Town Board, I am requesting that this item be placed on a Work Session agenda for discussion. In the meantime, if you have any questions or comments, I am available to discuss them with you.

JWO/id

Attachment

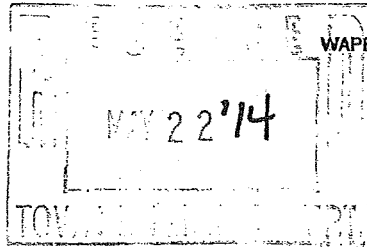
cc: J. Platt, DPW Comm.  
J. Egitto, J. Guido, CAMO  
J. Calarco, Accountant

8A



# POLLUTION CONTROL, INC.

*Operation of Water and Wastewater Treatment Systems*



1610 ROUTE 378  
WAPPINGERS FALLS, NY 12590  
(845) 463-7310  
Fax (845) 463-7305

M - E - M - O - R - A - N - D - U - M

TO: Jim Osborne, Town of Newburgh Engineer

FROM: Michael P. Tremper, CAMO Pollution Control, Inc.

DATE: May 21, 2014

RE: Five Year Contract vs. Three year Contract

As you know, the Town and CAMO are currently discussing the Operation and Maintenance Contract. Agreeable to both parties is a three year agreement with a yearly CPI increase. Although CAMO is perfectly agreeable to a three year agreement we would prefer a five year agreement. We believe that it is in the best interest of both parties to invest in a long term agreement; delivery of potable water is not a short term issue. Keep in mind both three and five year agreements have a termination clause.

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OF THE  
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- A. SCOPE OF SERVICES:** CAMO agrees to furnish all professional services to the TOWN of NEWBURGH as set forth and described below. The services shall be timely performed with skill, diligence and care consistent with the prevailing standard of care for licensed operators of public water systems in New York State, sufficient to meet all regulatory requirements applicable to the Town.

facilities in a professional manner.

- 3.4 Operating staff shall, to the extent possible, comply with OSHA or PESH as may be applicable.
  - 3.5 Utilizing the equipment referenced in 12, CAMO shall be responsible for snow plowing of the Water Supply Facilities. If and when because of snowfall amounts, it is not feasible or practicable that CAMO plow, the Town of Newburgh Highway Department shall assist with suitable equipment and sand and salt as necessary.
  - 3.6 The Town of Newburgh shall be responsible for the grounds maintenance of all water supply facilities.
4. CAMO shall provide a Chief Operator who will hold a current and valid 1A Water Treatment Operators License from the NYSDOH. The Chief Operator shall be John Egitto for up to a maximum of eight (8) hours per week. Another Chief Operator may not be substituted for Mr. Egitto without prior written approval of the TON.
- 4.1 The Chief Operator shall be responsible for the regulatory compliance of the water supply facilities and shall direct the Supervisory Operator and staff in regards to this objective.
  - 4.2 The Chief Operator shall be responsible for any and all regulatory reporting required by regulatory agencies having jurisdiction, including but not limited to Monthly Operating Reports, Quarterly Operating Reports and Annual Reports as required by NYSDOH, maintenance inspection reports of the chemical and petroleum storage facilities as required by NYSDEC, inspection and maintenance reports for the Chadwick Lake Dam as required by the NYSDEC, and any and all other required routine regulatory reports as necessary.
  - 4.3 The Chief Operator shall be responsible for any and all certifications required as Operator-in-Responsible Charge of the facilities.
  - 4.4 The Chief Operator shall report any anticipated non-compliance issues to the Department of Public Works Commissioner (DPWC) and/or the Town Engineer (TE) as necessary. If required, the Chief Operator shall report directly to the Town Supervisor and/or Town Board.
  - 4.5 In conjunction with the Supervisory Operator, the Chief Operator shall prepare and submit an annual operating budget to the DPWC. The annual budget shall include any recommendations for the purchase of new or replacement equipment for the improved or continued operation of the water supply facilities.
5. CAMO shall provide a Supervisory Operator who at a minimum will hold a current and valid 2A Water Treatment Operators license from the NYSDOH. The Supervisory Operator shall be Jeff Guido for up to a minimum of 5 days per work week (minimum of (32) hours and maximum of 40 hours per week). Another Supervisory Operator may not be substituted for Mr. Guido without prior written approval of the TON.
- 5.1 The Supervisory Operator shall be responsible for the day to day operation of the

7. The Town of Newburgh shall provide three full time employees to work in conjunction with CAMO staff. Duties and responsibilities of Town staff shall be the same as Shift Operators.

7.1 Conditions of employment for Town of Newburgh staff shall be governed by the CSEA contract currently in effect.

8. CAMO shall not be responsible for the replacement of equipment except specifically for the supervision of work and functional testing of items included and purchased under Capital/Equipment line item of the annual budget.
9. CAMO shall be responsible to identify to the Town equipment that is not functioning, nearing the end of its useful life, or is in need of a major overhaul or rehabilitation. CAMO when requested shall submit a proposal for additional services for any installation or repair work. Any work contained in the proposal shall be specifically authorized by the Town prior to the commencement of said work.
10. In the event of an emergency that will or does result in a violation of water quality/treatment standards, CAMO shall have the authority to engage outside services as necessary to make emergency repairs. CAMO shall notify the Town of any such incident within 12 hours of the discovery of the emergency condition.
11. In the event of abnormal conditions in the raw water or if any biologically or chemically toxic material is received at the water supply facilities, CAMO shall notify the Town and if necessary any regulatory agencies. If the abnormal materials cannot be treated or removed using the existing equipment and processes, CAMO shall not be responsible for compliance.
12. The Town of Newburgh shall provide the following vehicles for use by the Water Supply staff:

2008 Dodge Durango

2008 Ford ~~EVE~~ CROWN VICTORIA SEDAN

2008 Ford P/U F-250

Vehicle maintenance shall be by the Town of Newburgh Fleet Maintenance Department subject to the limitations of the appropriate line item in the Water Supply budget.

12.1 All CAMO Shift Operators and Operators-in-Training shall submit a copy of a valid Driver's License to the Town of Newburgh Personnel Department.

**B. TERM OF CONTRACT:** This contract shall be for a three (3) year term commencing January 1, 2014 and terminating December 31, 2016.

**C. PAYMENT:** CAMO will bill the TOWN for all services in accordance with the hourly rate



**E:** If the TOWN observes or otherwise becomes aware of any fault or defect in the work of CAMO or of non-conformance with the substance and intent of this Agreement, the TOWN shall give prompt written notice thereof to CAMO. The provisions of this paragraph and paragraph "Fifth" shall not limit the liability of CAMO to the TOWN, nor shorten any applicable statute of limitations affecting either party.

**F:** The TOWN shall designate a representative to consult and advise on the TOWN's behalf with respect to the work of CAMO. The TOWN shall render decisions as necessary upon CAMO's request with respect to the subject matter of this Agreement.

**G:** The TOWN shall provide personnel, equipment and supportive services for the operation and maintenance of the water supply, filtration, and treatment systems under the control of the Department.

**H:** The TOWN shall examine all studies, reports and other documents as may be presented by CAMO, obtain advice of an attorney and such other consultants as the TOWN may deem appropriate for such examination, and render in writing decisions pertaining thereto in a reasonable time when so required by CAMO.

**I:** CAMO agrees that all records compiled by CAMO, together with the information and material gathered in pursuing the objectives of the Agreement, including written reports and all other data in like manner, shall become and remain the property of the TOWN.

**J:** All applicable provisions of law of the Federal Government, the State of New York or the TOWN of Newburgh are deemed to be incorporated in and made part of this Agreement.

**K:** CAMO shall comply with all applicable provisions of the Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations pertaining to the operation and maintenance of municipal water supply, transmission, and distribution systems promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto. CAMO shall not discriminate on any unlawful basis.

**L:** CAMO agrees that all of its employees shall comply with and be subject to the Town of

**P:** The TOWN shall provide licenses and permits required for the performance of CAMO's services.

**Q:** CAMO shall submit to the TOWN a variance report at least annually in the form of a short document reflecting variations of costs and consumptions occurring during each reporting period in the course of implementing this Agreement, together with such included data as CAMO or the TOWN may deem pertinent to the program objectives.

**R:** CAMO shall obtain and maintain in full force and effect for the duration of this Agreement the following insurance comprehensive general liability insurance or its equivalent to protect the Town from negligent acts or omissions of CAMO, its employees and agents, with coverage in an amount acceptable to the Town; workers' compensation insurance for its employees to the extent required by law; liability insurance covering personal injury and property damage suffered by CAMO's employees, and covering personal injury and property damage caused by CAMO or its employees; and vehicle liability insurance. CAMO shall furnish certificates for such insurance policies upon execution of this Agreement and thereafter promptly upon the Town's request.

**S:** Neither party may assign, subcontract or convey any right, title or interest in this Agreement without the express, prior written consent of the other party.

**T:** The Town and CAMO shall each hold harmless and indemnify the other,, its employees and representatives for all claims, damages, loss, judgments or awards arising from or caused by acts or omissions or breach of this Agreement by the indemnifying party , its employees and representatives.

**U:** CAMO shall comply with all applicable laws, ordinances and codes of the State and local governments.

**V:** No member of the governing body of the Town and no other officer, employee, or agent of the Town, who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and CAMO shall take appropriate steps to assure compliance.

**W:** The Laws of the State of New York shall govern all disputes, claims, lawsuits or legal proceedings between the parties to this Agreement.

ADDENDUM "A"

CAMO HOURLY RATES SCHEDULE

Chief Operator	\$110.00/Hour
Supervisory Operator	\$ 85.00/Hour
Shift Operator	\$ 56.00/Hour
Operator-in-Training	\$50.20/ Hour
Master Mechanic	\$100.00/Hour
Head Mechanic	\$ 85.00/Hour
Assistant Mechanic	\$ 65.00/Hour

- \* Twenty percent (20%) markup on all subcontractors and materials.
- \* Time and a half paid for overtime and holidays.
- \* Double time paid for Christmas and Thanksgiving.

9A



# K9 Robbyfarm LLC, Sales Agreement

K9 Robbyfarm LLC, hereinafter described as "Seller", agrees to transfer ownership of the dog describe below to "Town of Newburgh Police Department", hereinafter described as "Purchaser", effective May 2014.

**Purchaser assumes sole responsibility for the care and welfare of the dog describe herein, as well as the welfare of those who may come in contact with the animal once received.**

Breed: Belgian Malinois Sex: F DOB: 4/16/2013 Color: Tan

Name: Gini Chip # 981100002926309

Description: Dual Purpose Police K9

Purchaser: Town of Newburgh Police Department Phone # (845) 564-1100

Street: 300 Gardentown Road City: Newburgh State: NY Zip: 12550

Authorized Representative: \_\_\_\_\_ Signature: \_\_\_\_\_

For the total sum of \$ 8,500.00 USD

50% non-refundable deposit will be due at the time the dog is ordered. The remaining 50% will be due upon delivery of the K9. While we are sure you will be very happy with your new dog, you may choose to exchange it if you are not completely satisfied. Once you have received your new dog you will have **72 hours** to report any concerns that may arise (see Work Ability Guarantee), excluding our skeletal/genetic guarantee (see Health Guarantee). Additional shipping charges may apply.

K9 Robbyfarm **does not** refund money under any circumstances.

**Your new dog must be evaluated by a Board Certified, Doctor of Veterinary Medicine within ten (10) days of purchase.**

# Terms and Conditions

## **Health Guarantee**

K9 Robbyfarm LLC, offers a one (1) year guarantee that your dog will be free from SKELETAL diseases of the hips, elbows, and spine.

K9 Robbyfarm LLC, offers a one (1) year guarantee on GENETIC diseases preventing the purchased canine from performing their duties as a dual/single purpose, or personal protection dog.

## **Work Ability Guarantee**

This means upon delivery if the canine lacks drive or temperament in the discipline for which they were purchased to work in, or if there is a problem that cannot be corrected by our staff on site, the K9 will be replaced. This DOES NOT cover the dog if it was abused or neglected while under the care of you, your agency, or any of its representatives. All returns are subject to evaluation by a third party trainer, and licensed veterinarian for validation prior to processing all claims.

## **Replacement Provision**

If a replacement is necessary for any reason, you must contact our office, in writing, to report your claim.

K9 Robbyfarm LLC, has 45 days to replace any **UNTRAINED** canine.

Replacing **TRAINED** canines will require 45 days, **PLUS** required training time in the discipline for which the canine was purchased. We will do our best to select a suitable replacement from the dogs already in training with K9 Robbyfarm LLC. In most cases, we can provide you a replacement in less than 45 days. However, in extreme cases you may have to wait up to 10 weeks for **Narcotics Detection**, 12 weeks for **Explosive Detection**, and 16 weeks for **Dual Purpose**.

## **Dispute Resolution**

If a dispute arises out of or relates to this Sales Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties herein agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

**\*\* NOTE: Guarantee is VOID if a Doctor of Veterinary Medicine does not perform exam within ten (10) days of purchase.**


**\*\* NOTE: Guarantee is VOID if payment is not received, in full, within 30 days of invoice date.**

**This contract is binding by signatures below**

I (print name clearly) \_\_\_\_\_ have read and understood the Terms and Conditions, Health Guarantee, Work Ability Guarantee, Replacement Provision, and Dispute Resolution section of the Robbyfarm LLC, Sales Agreement.

Purchaser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Seller Signature:  \_\_\_\_\_

Date: 5/21/2014

**K9 Robbyfarm Training Facilities**

**[www.robbfarm.com](http://www.robbfarm.com)**

**(850) 380-1651**

**5379 Willard Norris Road**

**Milton, FL 32570**

9B

5-23-2014

Some new cars will not go into service for several months as some current police cars have not yet reached the contractual mileage. If we delay equipping two (2) of the patrol cars, we can do **six (6) now for \$43,306**. With shipping the total will be just under \$44,000. We can equip the remaining two at a later time - possibly with Asset Forfeiture monies or a budget transfer from another line. We should not have to use any monies from Personnel.


Please contact me if you have any questions.

**From Account # f001-3120-0200-0000**

Chief Michael Clancy

**TOWN OF NEWBURGH  
FLEET MAINTENANCE  
88 GARDNERTOWN ROAD  
NEWBURGH, NY 12550  
(845) 561-2288 Fax# (845) 561-3975**

**TO: Gil Piaquadio, Acting Supervisor and Town Board Members**

**FROM: James LaColla, Head Mechanic-Fleet Maintenance** 

**DATE: May 9, 2014**

**RE: Police Emergency Equipment/Lighting Bid**

**CC: Mike Clancy, Chief of Police  
Andrew Zarutskie, Town Clerk**

Request to be placed on agenda May 14, 2014 Town Board Meeting:  
On April 28, 2014 at 10:00 AM a bid opening was held for the emergency  
equipment/lighting for the following new police vehicles:

- 1 2014 Ford Expedition
- 1 2014 Ford Police Interceptor Utility
- 2 2014 Chevrolet Impalas (unmarked units)
- 4 2014 Ford Police Interceptor Sedans

NYCOMCO/ Hudson Valley Safety Lighting submitted the only bid, a copy of which is attached. The total price for outfitting these 8 vehicles is \$61,108.00. We have used this company in the past and their performance has been acceptable. I therefore recommend that this bid be approved so that we can move forward with outfitting our new cars. If there are any questions or concerns please contact myself or Chief Clancy.





53 West Cedar Street  
Poughkeepsie, NY 12601  
845-471-5520  
845-471-5593 (fax)  
jeff25@nycomco.com

#### 4 Ford Interceptor sedans (Taurus):

- 1 Whelen JE8SP1R Justice 50" full LED light bar W/ take down and alley lights: **\$1,495.00**
- 1 Whelen SK01WDD LED Side Kick lights (Red/white intersection lights): **\$365.00**
- 6 Whelen VTX609 super LED Vertex Hide A Ways (front corner, brake, backup):  $\$76.00 \times 6 =$  **\$456.00**
- 2 Whelen RSR03ZCR TIR3 LED lights (grill lights):  $\$72.00 \times 2 =$  **\$144.00**
- 2 Whelen RBKT1 grill light brackets:  $\$9.50 \times 2 =$  **\$19.00**
- 1 Whelen MBFT11DD LED mirror mounted lights: **\$275.00**
- 1 Delta UTMD-MB siren/light controller: **\$675.00**
- 1 Whelen SA315P 100 watt siren speaker W/ mounting bracket: **\$205.00**
- 1 Unity 211016-0002 LED driver side "A" post spotlight W/ black housing: **\$265.00**
- 1 Unity 258 spotlight mounting bracket kit: **\$53.00**
- 1 Laguna FT3501 transport seat: **\$495.00**
- 1 Setina PK0334ITS12SCA Prisoner partition: **\$508.00**
- 1 Setina ST0380ITS12 Lower partition extension: **\$55.00**
- 1 Setina GK10301S1U Dual gun locking system: **\$349.00**
- 1 Havis Shield C-TFD-INSE-1 folding trunk tray: **\$425.00**
- 1 Havis Shield C-VS-1508-INSE 21" console: **\$355.00**
- 1 Havis Shield C-LP-3 12 volt power plugs: **\$39.00**
- 1 Havis Shield C-CUP2-I dual internal cup holder: **\$39.00**
- 1 Miscellaneous electrical charge: **\$50.00**
- 1 12 Volt distribution kit: **\$129.00**
- 1 Labor for installation: **\$2,200.00**

**TOTAL: \$8,596.00 X 4 =** ██████████

**2 2014 Chevy Impalas**

- 1 Whelen IZ06UF5P passenger side Inner Edge for windshield **\$417.00**
- 1 Whelen AVN2RB dual red/blue Avenger for rear window: **\$255.00**
- 4 Whelen VTX609 super LED Vertex Hide A Ways (brake and backup):  $\$76.00 \times 4 = \mathbf{\$304.00}$
- 2 Whelen RSR03ZCR TIR3 red LED grill lights:  $\$72.00 \times 2 = \mathbf{\$144.00}$
- 2 Whelen RBKT1 grill light brackets:  $\$9.50 \times 2 = \mathbf{\$19.00}$
- 1 Delta UTMD-MB siren/light controller: **\$675.00**
- 1 Whelen SA315P 100 watt siren speaker W/ mounting bracket: **\$205.00**
- 1 Whelen SSFPOS16 solid state headlight flasher: **\$75.00**
- 1 Havis Shield C-VS-1000-IMP-1-TMW 10" console W/ 30" two tier track mount: **\$285.00**
- 1 Havis Shield C-CUP2-E-C dual external cup holder: **\$35.00**
- 1 Havis Shield C-ARM-104 pedestal mount arm rest: **\$115.00**
- 1 Electrical supply charge: **\$50.00**
- 1 12 volt distribution kit: **\$129.00**
- 1 Labor for installation: **\$2,200.00**

**TOTAL: \$4,908.00 X 2 = [REDACTED]**

**1 Ford Interceptor Utility:**

- 1 Code3 21TRPL52 52" full LED light bar W/ take down and alley lights W/ brackets: **\$1,395.00**
- 6 Whelen VTX609 super LED Vertex Hide A Ways (front corner, brake, backup):  $\$76.00 \times 6 = \mathbf{\$456.00}$
- 4 Whelen RSR03ZCR TIR3 LED lights (grill lights):  $\$72.00 \times 2 = \mathbf{\$144.00}$
- 4 Whelen RBKT1 grill light brackets:  $\$9.50 \times 2 = \mathbf{\$19.00}$
- 1 Whelen MBFX11RR red ION LED mirrors beam kit: **\$305.00**
- 1 Delta UTMD-MB siren/light controller: **\$675.00**
- 1 Whelen SA315P 100 watt siren speaker W/ mounting bracket: **\$205.00**
- 1 Unity 211036-0002 LED driver side "A" post LED spotlight W/ black housing: **\$265.00**
- 1 Unity 259 spotlight mounting bracket kit: **\$49.00**
- 1 Setina PK1130ITU12SCA space saver prisoner partition W/ center slider: **\$710.00**
- 1 Setina GK10301S1UHKSSCA Dual gun locking system: **\$350.00**
- 1 Laguna FE4502 prisoner transport seat W/ rear cargo partition: **\$905.00**
- 1 Havis Shield C-VS-1308-INUT 21" console W/ custom faceplates: **\$369.00**
- 1 Havis Shield C-LP-3 12 volt power plugs:  $\$39.00 \times 2 = \mathbf{\$78.00}$
- 1 Havis Shield C-CUP2-I dual internal cup holder: **\$39.00**
- 1 Miscellaneous electrical charge: **\$50.00**
- 1 12 Volt distribution kit: **\$129.00**
- 1 Labor for installation: **\$2,400.00**

**TOTAL: [REDACTED]**

**1 Ford Expedition:**

- 1 Code3 21TRPL52 52" full LED light bar W/ take down and alley lights W/ brackets: **\$1,395.00**
- 6 Whelen VTX609 super LED Vertex Hide A Ways (front corner, brake, backup):  $\$76.00 \times 6 = \$456.00$
- 4 Whelen RSR03ZCR TIR3 LED lights (grill lights):  $\$72.00 \times 2 = \$144.00$
- 4 Whelen RBKT1 grill light brackets:  $\$9.50 \times 2 = \$19.00$
- 2 Whelen red IONR LED lights for mirrors:  $\$129.00 \times 2 = \$258.00$
- 1 Delta UTMD-MB siren/light controller: **\$675.00**
- 1 Whelen SA315P 100 watt siren speaker W/ mounting bracket: **\$205.00**
- 1 Unity 96036-0002 LED driver side "A" post LED spotlight W/ black housing: **\$238.00**
- 1 Unity 240 spotlight mounting bracket kit: **\$49.00**
- 1 Setina PK0355EPD07SCA space saver prisoner partition W/ lower panel and center slider: **\$695.00**
- 1 Setina GK10342UHKSVSCA Dual gun locking system: **\$375.00**
- 1 Setina PK0123EPD072NDSCA rear cargo partition (metal mesh): **\$345.00**
- 1 Havis Shield C-1800 18" console W/ custom faceplates: **\$205.00**
- 1 Havis Shield C-LP-3 12 volt power plugs:  $\$39.00 \times 2 = \$78.00$
- 1 Havis Shield C-CUP2-I dual internal cup holder: **\$39.00**
- 1 Miscellaneous electrical charge: **\$50.00**
- 1 12 Volt distribution kit: **\$129.00**
- 1 Labor for installation: **\$2,400.00**

TOTAL:

Freight:

**TOTAL BID PRICE: \$61,108.00**

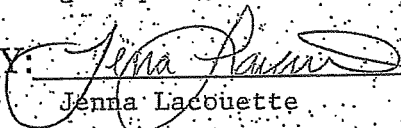
FORM C  
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder further certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town treasury is directly or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

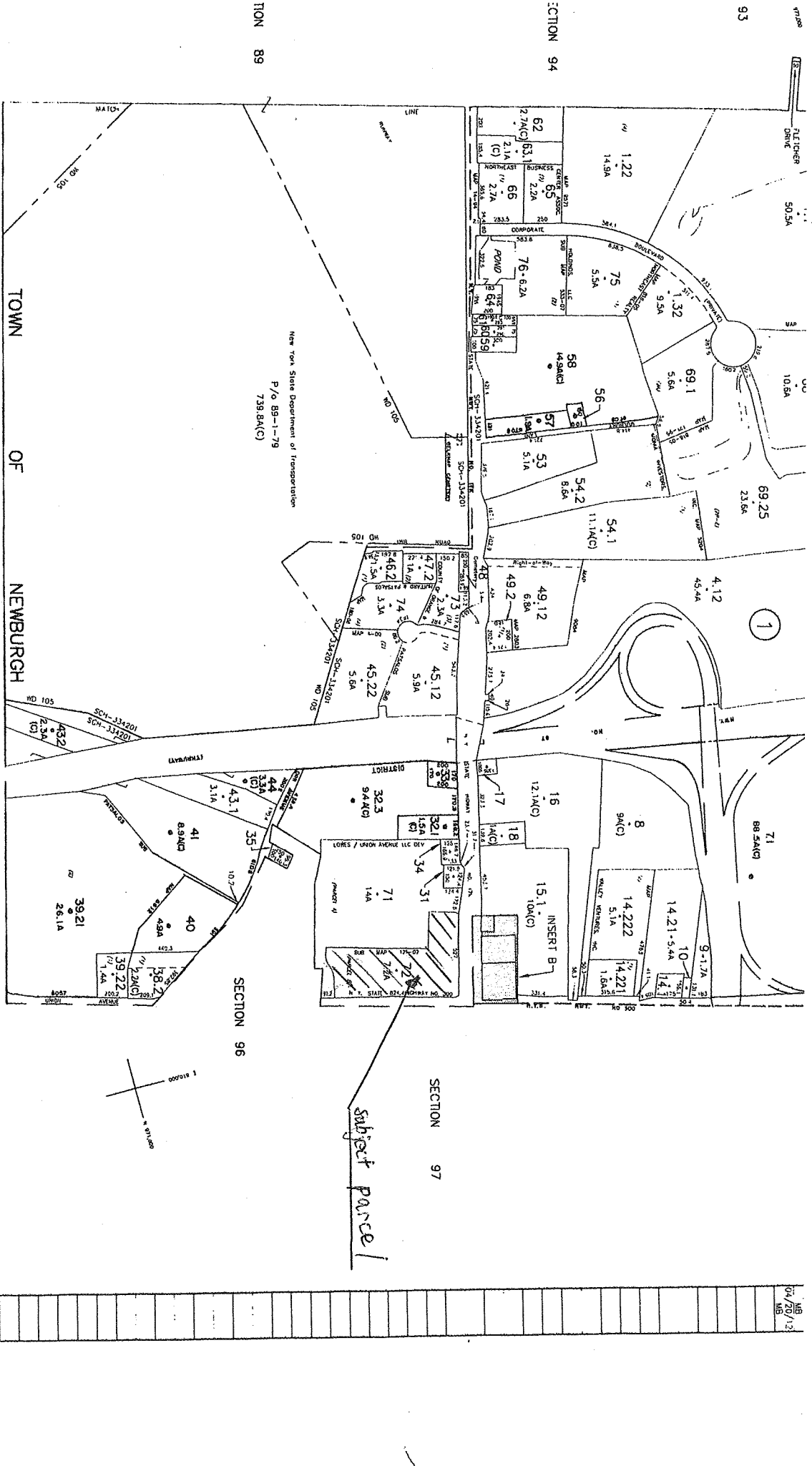
Bidder Name and Address: New York Communications Company, Inc.  
53 West Cedar Street  
Poughkeepsie, NY 12601

Signature (Authorized): BY: \_\_\_\_\_

  
Jenna Lacouette

Title: Secretary

Date: 4-23-14



SECTION 94

SECTION 96

SECTION 97

TOWN OF NEWBURGH

334600

Prepared by Department of Assessment  
 124 Main Street, Room 1024  
 Newburgh, NY 12551  
 Phone 845.291.2498 Fax 845.291.2499

NOTICE  
 MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION  
 OF ANY PORTION OF THE MAP WITHOUT PERMISSION  
 OF THE D.C. REAL PROPERTY TAX SERVICE AGENCY  
 NOT TO BE REPRODUCED FOR COMMERCIAL  
 PURPOSES FOR TAX PURPOSES ONLY  
 NOT TO BE USED FOR CONFORMANCE



ZONE	SPECIAL DISTRICT
SOB-33130	NEWBURGH GENERAL SCHOOL DISTRICT
SOB-33130	VALLEY CENTRAL SCHOOL DISTRICT
WB 05	STEWART AND BASEL WATER DISTRICT

Scale 1" = 400'  
 Section No. 95

ORANGE COUNTY - NEW YORK

TOWN OF NEWBURGH

334600

SECTION 95

TOWN OF NEWBURGH

334600

HACKER MURPHY, LLP  
ATTORNEYS AT LAW  
7 AIRPORT PARK BOULEVARD  
LATHAM, NEW YORK 12110-1429

TELEPHONE (518) 783-3843  
FACSIMILE (518) 783-8101  
WWW.HACKERMURPHY.COM

RECEIVED  
MAY 12 2014  
Rider, Welner & Frankel, P.C.

h: (845) 294-5110 fx: (845) 294-9581

May 7, 2014

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

RE: Inland Western Newburgh Crossing, LLC v. Town of Newburgh  
Index Nos. 09-7699, 10-7481, 11-6705, 12-5677  
Our File No. 5018.049

Dear Mark:

Enclosed please find the proposed Stipulation of Settlement and Order in reference to the above-entitled proceedings. The property, located on the corner of Rt. 300 and Rt. 17K, is a multi-tenant center and is occupied by Barnes & Noble, Michael's, Pier 1 Imports and TGI Fridays. The full market value of the subject property ranges from \$12,702,580 in 2009 to \$9,223,038 in 2013. The petitioner made several settlement demands that were not acceptable and after multiple Court conferences, a scheduling Order was established and trial ready appraisal reports were to be filed. After consideration of the cost of the appraisal, future litigation, review of the Income and Expense statements and leases, John Venezia and I were able to reach a settlement which we believe is a fair settlement.

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

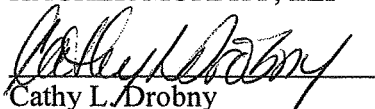
I have enclosed for your review a copy of the refund liability chart which shows the potential liability versus the proposed settlement refund liability.

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

Very truly yours,

HACKER MURPHY, LLP

By:

  
Cathy L. Drobny  
[cdrobny@hackermurphy.com](mailto:cdrobny@hackermurphy.com)  
Direct Dial: (518) 213-0116

CLD:kah  
Enclosure

cc: John T. Venezia, Assessor  
Gilbert Piaquadio, Supervisor

SUPREME COURT STATE OF NEW YORK  
 COUNTY OF ORANGE

-----X

STIPULATION OF SETTLEMENT

In the Matter of the Application of:

INLAND WESTERN NEWBURGH CROSSING, LLC

Petitioner,

-against-

Index #

Tax Year

09-7699

2009/10

10-7481

2010/11

11-6705

2011/12

12-5677

2012/13

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

Respondents.

For Review of a Tax Assessment Under  
 Article 7 of the Real Property Tax Law.

-----X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys  
 for the respective parties that the tax review proceedings now  
 pending for the taxable status dates of March 1, 2009 (Tax Year:  
 2009/10), March 1, 2010 (Tax Year: 2010/11), March 1, 2011 (Tax Year:  
 2011/12) and March 1, 2012 (Tax Year: 2012/13) be and the same hereby  
 are settled and adjusted as follows:

Desc. 95-1-72:

<u>Taxable Status Date (Tax Yr.)</u>	<u>Name</u>	<u>Original Assessed Valuation</u>	<u>Amount of Reduction</u>	<u>Total Final Assessed Valuation</u>
March 1, 2009 (2009/10)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$546,465	\$3,096,635
March 1, 2010 (2010/11)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$546,465	\$3,096,635

certified copy of an Order upon the Commissioner of Finance of the County of Orange, the Receiver of Taxes of the Town of Newburgh and the Trustees of the Newburgh School District, if payment is not made within said ninety (90) day period, then statutory interest will be paid on the amount of any refund, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law.

IT IS FURTHER STIPULATED AND AGREED, that upon compliance with the terms of the Stipulation, that said tax review proceedings shall be discontinued without costs to any party and that an Order to this effect may be entered forthwith without further notice.

Dated: Mineola, New York  
April 16, 2014

CRONIN & CRONIN LAW FIRM, PLLC  
Attorneys for Petitioner



BY: SEAN M. CRONIN, ESQ.  
200 Old Country Road  
Suite 570  
Mineola, New York 11501

HACKER & MURPHY, LLP

BY: CATHY L. DROBNY, ESQ.  
Attorney for Respondents  
Town of Newburgh  
7 Airport Park Boulevard  
Latham, New York 12110



Our File #100-673

At a Special Term of the Supreme Court, State of New York, County of Orange, held at New York on the \_\_\_\_\_ day of 2014.

P R E S E N T

Hon. Catherine M. Bartlett  
Justice

-----X  
In the Matter of the Application of:

INLAND WESTERN NEWBURGH CROSSING, LLC

ORDER

	<u>Index #</u>	<u>Tax Year</u>
Petitioner,		
-against-	09-7699	2009/10
	10-7481	2010/11
	11-6705	2011/12
	12-5677	2012/13

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

Respondents.

For Review of a Tax Assessment Under  
Article 7 of the Real Property Tax Law.

-----X  
  
Proceedings having been brought by INLAND WESTERN NEWBURGH CROSSING, LLC, the Petitioner herein, to review the assessments by the Respondents for the purpose of taxation upon certain parcels of real property owned by the Petitioner herein for the taxable status dates of March 1, 2009 (Tax Year: 2009/10), March 1, 2010 (Tax Year: 2010/11), March 1, 2011 (Tax Year: 2011/12) and March 1, 2012 (Tax Year: 2012/13) and the Petitioner herein by their attorneys, CRONIN & CRONIN LAW FIRM, PLLC, and the Respondents, Town of Newburgh, by

their attorneys, CATHY L. DROBNY, ESQ., having entered into a formal Stipulation dated April 16, 2014 settling the above-captioned proceedings, which Stipulation is to be filed herewith and due deliberation having been had,

NOW, on motion of CRONIN & CRONIN LAW FIRM, PLLC, attorneys for the Petitioner, it is

ORDERED that the assessments of the Petitioner's real property upon the assessment roll of the Town of Newburgh be corrected and reduced to read as follows:

Desc. 95-1-72:

<u>Taxable Status Date (Tax Yr.)</u>	<u>Name</u>	<u>Original Assessed Valuation</u>	<u>Amount of Reduction</u>	<u>Total Final Assessed Valuation</u>
March 1, 2009 (2009/10)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$546,465	\$3,096,635
March 1, 2010 (2010/11)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$546,465	\$3,096,635
March 1, 2011 (2011/12)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$546,465	\$3,096,635
March 1, 2012 (2012/13)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$182,155	\$3,460,945

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and hereby is directed and authorized to audit, allow, and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, INLAND WESTERN NEWBURGH CROSSING, LLC, the amounts, if any, of County taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within ninety (90) days of service of a certified copy of this Order upon the Commissioner of Finance of the County of Orange. If payment is not made within ninety (90) days after the service of a certified copy of this Order upon the Commissioner of Finance of the County of Orange, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Commissioner of Finance of the County of Orange, and it is further

ORDERED AND DIRECTED that the Receiver of Taxes of the Town of Newburgh be and hereby is directed and authorized to audit, allow, and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, INLAND WESTERN NEWBURGH CROSSING, LLC, the amounts, if any, of Town taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within ninety (90) days of

service of a certified copy of this Order upon the Receiver of Taxes of the Town of Newburgh. If payment is not made within ninety (90) days after the service of a certified copy of this Order upon the Receiver of Taxes of the Town of Newburgh, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Receiver of Taxes of the Town of Newburgh, and it is further

ORDERED AND DIRECTED that the Trustees of the Newburgh School District, unless sooner paid, at the next budget or other appropriate meeting following the entry of this Order, shall audit, allow and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, INLAND WESTERN NEWBURGH CROSSING, LLC, that part of the taxes representing the School taxes which is in excess of what such taxes would have been if the assessment complained of had been herein audited and determined by this Order, without interest thereon, if payment is made within ninety (90) days of service of a certified copy of this Order upon the Trustees of the Newburgh School District. If payment is not made within ninety (90) days after the service of a certified copy of this Order upon the Trustees of the Newburgh School District, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Trustees of the Newburgh School District, and it is further

ORDERED AND DIRECTED that upon compliance with the terms of this Order, the above captioned proceedings be, and the same hereby are discontinued without costs to either party as against the other.

Date:

E N T E R:

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J.S.C.

Entry of the foregoing Order is hereby consented to:



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BY: SEAN M. CRONIN, ESQ.  
Cronin & Cronin Law Firm, PLLC  
Attorney for Petitioner  
200 Old Country Road  
Suite 570  
Mineola, New York 11501

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BY: CATHY L. DROBNY, ESQ.  
Hacker & Murphy, LLP  
Attorney for Respondents  
Town of Newburgh  
7 Airport Park Boulevard  
Latham, New York 12110

# Inland Western Newburgh Crossing, LLC v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability
2009	95-1-72	\$3,643,100	\$ 364,310	28.68%	\$ 12,702,580	\$ 1,270,258	\$3,278,790	County 10.34	\$ 33,902.69		\$ 33,902.69
								Town 11.29	\$ 37,017.54		\$ 37,017.54
								Fire-Or 3.77	\$ 12,361.04		\$ 12,361.04
								Sp. Dist.	\$ -		\$ -
								School 62.9177	\$ 206,293.93		\$ 206,293.93
2010	95-1-72	\$3,643,100	\$ 364,310	32.80%	\$ 11,107,012	\$ 1,110,701	\$3,278,790	County 9.46	\$ 31,017.35		\$ 31,017.35
								Town 11.50	\$ 37,706.09		\$ 37,706.09
								Fire-Or 3.81	\$ 12,492.19		\$ 12,492.19
								Sp. Dist.	\$ -		\$ -
								School 62.7960	\$ 205,894.90		\$ 205,894.90
2011	95-1-72	\$3,643,100	\$ 364,310	35.60%	\$ 10,233,427	\$ 1,023,343	\$3,278,790	County 9.3141	\$ 30,538.98		\$ 30,538.98
								Town 11.40	\$ 37,394.27		\$ 37,394.27
								Fire-Or 3.92	\$ 12,852.86		\$ 12,852.86
								Sp. Dist.	\$ -		\$ -
								School 63.6879	\$ 208,819.25		\$ 208,819.25
2012	95-1-72	\$3,643,100	\$ 364,310	39.02%	\$ 9,336,494	\$ 933,649	\$3,278,790	County 9.11	\$ 29,869.78		\$ 29,869.78
								Town 11.65	\$ 38,197.90		\$ 38,197.90
								Fire-Or 4.00	\$ 13,115.16		\$ 13,115.16
								Sp. Dist.	\$ -		\$ -
								School 64.2017	\$ 210,503.89		\$ 210,503.89
2013	95-1-72	\$3,643,100	\$ 364,310	39.50%	\$ 9,223,038	\$ 922,304	\$3,278,790	County 9.82	\$ 32,197.72		\$ 32,197.72
								Town 12.80	\$ 41,968.51		\$ 41,968.51
								Fire-Or 4.06	\$ 13,311.89		\$ 13,311.89
								Sp. Dist.	\$ -		\$ -
								School 69.8428	\$ 228,999.87		\$ 228,999.87
								County	\$ 157,526.51		\$ 157,526.51
								Town	\$ 192,284.31		\$ 192,284.31
								Fire-Or	\$ 64,133.13		\$ 64,133.13
								School	\$1,060,511.84		\$1,060,511.84

Inland Western Newburgh Crossing, LLC v. T/O Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced AV	Taxable AV	Exemption Percent	Reduced Taxable AV	Eq. Rate	FMV	Reduced FMV	AV & Reduced AV Difference	Taxable AV & Reduced Taxable AV Difference	Tax Rate	Refund Liability
2009	95-1-72	\$ 3,643,100	\$ 3,096,635	\$ 2,980,999	81.82589%	\$ 2,533,849	28.68%	\$12,702,580	\$11,300,000	\$ 546,465	\$ 447,150	County 10.34 Town 11.29 Fire-Or 3.77	\$ 4,623.53 \$ 5,048.32 \$ 2,060.17
2010	95-1-72	\$ 3,643,100	\$ 3,096,635	\$ 3,084,742	84.67355%	\$ 2,622,031	32.80%	\$11,107,012	\$10,500,000	\$ 546,465	\$ 462,711	County 9.46 Town 11.50 Fire-Or 3.81	\$ 4,377.25 \$ 5,321.18 \$ 2,082.03
2011	95-1-72	\$ 3,643,100	\$ 3,096,635	\$ 3,188,486	87.52123%	\$ 2,710,213	35.60%	\$10,233,427	\$10,233,427	\$ 546,465	\$ 478,278	School 62.960 County 9.3141 Town 11.40 Fire-Or 3.92	\$ 29,056.42 \$ 4,454.68 \$ 5,454.65 \$ 2,142.14
2012	95-1-72	\$ 3,643,100	\$ 3,460,945	\$ 3,292,229	90.36889%	\$ 3,127,618	39.02%	\$ 9,336,494	\$ 9,336,494	\$ 182,155	\$ 164,611	School 63.6879 County 9.11 Town 11.65 Fire-Or 4.00	\$ 30,460.20 \$ 1,499.61 \$ 1,917.72 \$ 728.62
2013	95-1-72	\$ 3,643,100	\$ 3,643,100		0.0000%		39.50%	\$ 9,223,038	\$ 9,223,038	\$ -	\$ -	School 64.2017 County 9.82 Town 12.80 Fire-Or 4.06	\$ 10,568.33 \$ - \$ - \$ -
Fire District is taxed at the assessed value and not subject to an exemption													
Newb CSD													\$ 87,650.26

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 May, 2014 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor  
And Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING SETTLEMENT OF  
PROCEEDING UNDER ARTICLE  
7 OF THE REAL PROPERTY  
TAX LAW:  
SBL # 95-1- 72,  
INLAND WESTERN NEWBURGH  
CROSSING, LLC  
(NYS ROUTE 300 AND NYS ROUTE 17K)  
INDEX NUMBERS 2009-7699, 2010-7481,  
2011-6705 AND 2012-5677

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

WHEREAS, Inland Western Newburgh Crossing, LLC. ("Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a parcel located one located on NYS Route 300/Union Avenue and NYS Route 17K (Section 95 Block 1-Lot 72) on the tax assessment rolls for the tax years 2009, 2010, 2011 and 2012; and

WHEREAS, special counsel to the Town, Hacker & Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioners, the terms of which are embodied in a proposed Stipulation of Settlement and an Order annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, the Town's Sole Assessor has also recommended that the settlement be authorized; and

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

NOW THEREFORE BE IT RESOLVED that the Town Board hereby authorizes and directs



BE IT FURTHER RESOLVED, that Hacker & Murphy, LLP, the Deputy Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, documents and papers as may be necessary to effectuate and carry out the settlement; and

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

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

George Woolsey, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Paul I. Ruggiero, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Deputy Supervisor and Councilman voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

11A

SUPREME COURT STATE OF NEW YORK  
COUNTY OF ORANGE

-----X

STIPULATION OF SETTLEMENT

In the Matter of the Application of:

INLAND WESTERN NEWBURGH CROSSING, LLC

Petitioner,

-against-

<u>Index #</u>	<u>Tax Year</u>
09-7699	2009/10
10-7481	2010/11
11-6705	2011/12
12-5677	2012/13

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

Respondents.

For Review of a Tax Assessment Under  
Article 7 of the Real Property Tax Law.

-----X

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys  
for the respective parties that the tax review proceedings now  
pending for the taxable status dates of March 1, 2009 (Tax Year:  
2009/10), March 1, 2010 (Tax Year: 2010/11), March 1, 2011 (Tax Year:  
2011/12) and March 1, 2012 (Tax Year: 2012/13) be and the same hereby  
are settled and adjusted as follows:

Desc. 95-1-72:

<u>Taxable Status Date (Tax Yr.)</u>	<u>Name</u>	<u>Original Assessed Valuation</u>	<u>Amount of Reduction</u>	<u>Total Final Assessed Valuation</u>
March 1, 2009 (2009/10)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$546,465	\$3,096,635
March 1, 2010 (2010/11)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$546,465	\$3,096,635

<u>Taxable Status Date (Tax Yr.)</u>	<u>Name</u>	<u>Original Assessed Valuation</u>	<u>Amount of Reduction</u>	<u>Total Final Assessed Valuation</u>
March 1, 2011 (2011/12)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$546,465	\$3,096,635
March 1, 2012 (2012/13)	INLAND WESTERN NEWBURGH CROSSING, LLC	\$3,643,100	\$182,155	\$3,460,945

IT IS FURTHER STIPULATED AND AGREED, that the real property tax paid by the Petitioner to the Town of Newburgh for the taxable status March 1, 2009 (Tax Year: 2009/10), March 1, 2010 (Tax Year: 2010/11), March 1, 2011 (Tax Year: 2011/12) and March 1, 2012 (Tax Year: 2012/13) insofar as such tax may exceed the tax payment due on the reduced assessment of:

<u>Property</u>	<u>Taxable Status Date (Tax Yr.)</u>	<u>Final Assessed Valuation</u>
95-1-72	March 1, 2009 (2009/10)	\$3,096.635
95-1-72	March 1, 2010 (2010/11)	\$3,096.635
95-1-72	March 1, 2011 (2011/12)	\$3,096.635
95-1-72	March 1, 2012 (2012/13)	\$3,460,945

shall be refunded to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for Petitioner, INLAND WESTERN NEWBURGH CROSSING, LLC, without interest thereon if payment is made within ninety (90) days of service of a

# Inland Western Newburgh Crossing, LLC v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability	Interest	Total Refund Liability
2009	95-1-72	\$3,643,100	\$ 364,310	28.68%	\$ 12,702,580	\$ 1,270,258	\$3,278,790	County Town Fire-Or Sp. Dist.	10.34 11.29 3.77 \$	\$ 33,902.69 \$ 37,017.54 \$ 12,361.04 -	\$ 33,902.69 \$ 37,017.54 \$ 12,361.04 -
								School	62.9177	\$ 206,293.93	\$ 206,293.93
2010	95-1-72	\$3,643,100	\$ 364,310	32.80%	\$ 11,107,012	\$ 1,110,701	\$3,278,790	County Town Fire-Or Sp. Dist.	9.46 11.50 3.81 \$	\$ 31,017.35 \$ 37,706.09 \$ 12,492.19 -	\$ 31,017.35 \$ 37,706.09 \$ 12,492.19 -
								School	62.7960	\$ 205,894.90	\$ 205,894.90
2011	95-1-72	\$3,643,100	\$ 364,310	35.60%	\$ 10,233,427	\$ 1,023,343	\$3,278,790	County Town Fire-Or Sp. Dist.	9.3141 11.40 3.92 \$	\$ 30,538.98 \$ 37,394.27 \$ 12,852.86 -	\$ 30,538.98 \$ 37,394.27 \$ 12,852.86 -
								School	63.6879	\$ 208,819.25	\$ 208,819.25
2012	95-1-72	\$3,643,100	\$ 364,310	39.02%	\$ 9,336,494	\$ 933,649	\$3,278,790	County Town Fire-Or Sp. Dist.	9.11 11.65 4.00 \$	\$ 29,869.78 \$ 38,197.90 \$ 13,115.16 -	\$ 29,869.78 \$ 38,197.90 \$ 13,115.16 -
								School	64.2017	\$ 210,503.89	\$ 210,503.89
2013	95-1-72	\$3,643,100	\$ 364,310	39.50%	\$ 9,223,038	\$ 922,304	\$3,278,790	County Town Fire-Or Sp. Dist.	9.82 12.80 4.06 \$	\$ 32,197.72 \$ 41,968.51 \$ 13,311.89 -	\$ 32,197.72 \$ 41,968.51 \$ 13,311.89 -
								School	69.8428	\$ 228,999.87	\$ 228,999.87
								County		\$ 157,526.51	\$ 157,526.51
								Town		\$ 192,284.31	\$ 192,284.31
								Fire-Or		\$ 64,133.13	\$ 64,133.13
								School		\$ 1,060,511.84	\$ 1,060,511.84

# Inland Western Newburgh Crossing, LLC v. T/O Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced AV	Taxable AV	Exemption Percent	Reduced Taxable AV	Eq. Rate	FMV	Reduced FMV	Difference AV & Reduced AV	Difference Taxable AV & Reduced Taxable AV	Tax Rate	Refund Liability
2009	95-1-72	\$ 3,643,100	\$ 3,096,635	\$ 2,980,999	81.82589%	\$ 2,533,849	28.68%	\$12,702,580	\$11,300,000	\$ 546,465	\$ 447,150	10.34%	\$ 4,623.53
												County	\$ 5,048.32
												Town	\$ 2,060.17
												Fire-Or	\$ -
												School	\$ 28,133.64
												County	\$ 4,377.25
												Town	\$ 5,321.18
												Fire-Or	\$ 2,082.03
												School	\$ -
2010	95-1-72	\$ 3,643,100	\$ 3,096,635	\$ 3,084,742	84.67355%	\$ 2,622,031	32.80%	\$11,107,012	\$10,500,000	\$ 546,465	\$ 482,711	9.46%	\$ 4,554.68
												County	\$ 4,454.65
												Town	\$ 2,142.14
												Fire-Or	\$ -
												School	\$ 29,056.42
												County	\$ 1,499.61
												Town	\$ 1,917.72
												Fire-Or	\$ 728.62
												School	\$ -
2011	95-1-72	\$ 3,643,100	\$ 3,096,635	\$ 3,188,486	87.52123%	\$ 2,710,213	35.60%	\$10,233,427	\$10,233,427	\$ 546,465	\$ 478,273	9.11%	\$ 1,499.61
												County	\$ 1,917.72
												Town	\$ 728.62
												Fire-Or	\$ -
												School	\$ 30,460.20
												County	\$ 1,499.61
												Town	\$ 1,917.72
												Fire-Or	\$ 728.62
												School	\$ -
2012	95-1-72	\$ 3,643,100	\$ 3,460,945	\$ 3,292,229	90.36889%	\$ 3,127,618	39.02%	\$ 9,336,494	\$ 9,336,494	\$ 182,155	\$ 164,611	9.82%	\$ -
												County	\$ -
												Town	\$ -
												Fire-Or	\$ -
												School	\$ 10,568.33
												County	\$ -
												Town	\$ -
												Fire-Or	\$ -
2013	95-1-72	\$ 3,643,100	\$ 3,643,100		0.0000%		39.50%	\$ 9,223,038	\$ 9,223,038	\$ -		69.8428%	\$ -
												County	\$ 10,331.54
												Town	\$ 12,693.56
												Fire-Or	\$ 4,952.79
												School	\$ 87,650.26

Fire District is taxed at the assessed value and not subject to an exemption

Newb CSD

recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system.

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**From:** Karen Arent Landscape Architect [mailto:kala@hvc.rr.com]  
**Sent:** Thursday, May 22, 2014 5:10 PM  
**To:** Mark Taylor  
**Cc:** 'Gerald Canfield'  
**Subject:** Newburgh Toyota

Hi Mark:

The builder for Newburgh Toyota called and they plan to have all items on my memo regarding landscaping completed by Wednesday of next week. He asked me to schedule an inspection for Thursday. He's hoping not to renew the bond which comes due next Friday.

Best regards,

**Karen Arent**

Karen Arent Landscape Architect

Phone: (845) 294-9958

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**Karen Arent Landscape Architect** <kala@hvc.rr.com>

Fri, May 23, 2014 at 9:27 AM

To: Mark Taylor <MTaylor@riderweiner.com>

Cc: Gerald Canfield <codecompliance@townofnewburgh.org>, councilmanpiaquadio@townofnewburgh.org

Hello Mark and Gill

I recommend release of 50 percent at this time. In the past the Town has held the remainder of the bond for an additional year to make sure plants live for two years. I informed the builder that this maybe the action the board takes.

The builder will call and let me know when the plantings as per my memo are complete and I will inspect and issue a memorandum.

12B



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

RICHARD D. MCGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)  
MARK J. EDSALL, P.E. (NY, NJ & PA)

MAIN OFFICE  
33 Airport Center Drive  
Suite 202  
New Windsor, New York 12553

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

**TOWN OF NEWBURGH  
PLANNING BOARD  
REVIEW COMMENTS**

<b>PROJECT:</b>	<b>COLANDREA SUNSHINE FORD PARKING LOT EXPANSION</b>
<b>PROJECT NO.:</b>	<b>13-24</b>
<b>PROJECT LOCATION:</b>	<b>SECTION 99, BLOCK 4, LOTS 4-11, 23 &amp; 18</b>
<b>PROJECT REPRESENTATIVE:</b>	<b>SHAW ENGINEERING</b>
<b>REVIEW DATE:</b>	<b>23 MAY 2014</b>
<b>MEETING DATE:</b>	<b>N/A</b>

1. This office has received a bond estimate for storm water management and soil erosion sediment control for the parking lot expansion and installation of the storm water management facilities at the subject project. The Applicant's Representative, Shaw Engineering, has utilized MH&E's published unit cost for the items identified. Based on our review of the cost estimate, we would recommend security in the amount of \$45,465.00 with an erosion and sediment control inspection fee of \$2,000.00.

Respectfully submitted,

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

Patrick J. Hines  
Associate

REGIONAL OFFICES

- 111 Wheatfield Drive • Milford, Pennsylvania 18337 • 570-296-2765 •
- 540 Broadway • Monticello, New York 12701 • 845-794-3399 •

**SHAW ENGINEERING**

81 Balmville Road  
 Newburgh, New York 12550  
 [845] 561-3695

**Consulting Engineers**

33 Belmont Drive  
 Bluffton, South Carolina 2991  
 [843] 815-6288

MAY 15 2014

May 12, 2014

Chairman John P. Ewasutyn and  
 Members of the Planning Board  
**TOWN OF NEWBURGH**  
 308 Gardnertown Road  
 Newburgh, New York 12550

Re: Estimate For Soil And Erosion Control Measures/Storm Drainage Improvements  
 Parking Expansion To Colandrea Sunshine Ford  
 40 NYS Route 17K

Dear Chairperson Ewasutyn and Planning Board Members:

For your consultants review, I have presented below the Estimate for the combined Soil And Erosion Control Measures and the Storm Drainage Improvements for the above referenced project:

**Soil Erosion & Sediment Control**

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Soil Erosion & Sediment Control Measures	1.0 AC.	\$ 3,500	\$ 3,500
Total - Soil Erosion & Sediment Control			\$ 3,500

**Storm Drainage Improvements**

<u>Item - Piping &amp; Basins</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
12-Inch ADS N-12 Pipe	60 L.F.	\$ 24	\$ 1,440
24-Inch ADS N-12 Pipe	125 L.F.	\$ 45	\$ 5,625
Yard Drains	2	\$ 2,000	\$ 4,000
Catch Basins	4	\$ 2,700	\$ 10,800
Putnam St. Surface Restoration	L.S.		\$ 2,000
			\$ 23,865



Chairman John P. Ewasutyn and  
Members of the Planning Board (Cont'd)

-2-

May 12, 2014

<u>Item - Storm Water Detention Pond</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Amount</u>
Clear, Grub, Excavate & Grade	L.S.		\$ 8,000	\$ 8,000
Outlet Control Structure	1		\$ 4,000	\$ 4,000
42-Inch Wood Fence w/Gates	225	L.F.	\$ 16	\$ 3,600
4 Ft Wide Emergency Spillway	20	L.F.	\$ 25	\$ 500
Seeding	L.S.		\$ 2,000	\$ 2,000
				\$ 18,100
<b>TOTAL</b>				<b>\$ 45,465</b>

We trust the above Estimate is acceptable to your Board.

Very truly yours,

**SHAW ENGINEERING**



Gregory J. Shaw, P.E.  
Principal

GJS:mmv

cc: Patrick Hines, Planning Board Engineer  
Cosimo J. Colandrea



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

RICHARD D. McGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)  
MARK J. EDSALL, P.E. (NY, NJ & PA)

MAIN OFFICE  
33 Airport Center Drive  
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New Windsor, New York 12553

(845) 567-3100  
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**TOWN OF NEWBURGH  
PLANNING BOARD  
REVIEW COMMENTS**

**PROJECT: COLANDREA SUNSHINE FORD PARKING LOT EXPANSION**  
**PROJECT NO.: 13-24**  
**PROJECT LOCATION: SECTION 99, BLOCK 4, LOTS 4-11, 23 & 18**  
**PROJECT REPRESENTATIVE: SHAW ENGINEERING**  
**REVIEW DATE: 23 MAY 2014**  
**MEETING DATE: N/A**

1. This office has received a estimate for the proposed landscaping identified on plans recently approved by the Planning Board. The Applicant's Representative, Shaw Engineering, has provided the landscape cost estimate of \$20,625.00. This office has reviewed the landscape plant list with regard to the plant list provided on the plans as well as quantities and unit costs identified. Based on the review of the landscape bond, this office takes no exception to the landscape cost estimate of \$20,625.00. A landscape inspection fee should be posted consistent with Town of Newburgh requirements.

Respectfully submitted,

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

Patrick J. Mines  
Associate

REGIONAL OFFICES

- 111 Wheatfield Drive • Milford, Pennsylvania 18337 • 570-296-2765 •
- 540 Broadway • Monticello, New York 12701 • 845-794-3399 •

**SHAW ENGINEERING**

81 Balmville Road  
 Newburgh, New York 12550  
 [845] 561-3695

**Consulting Engineers**

33 Belmont Drive  
 Bluffton, South Carolina 2991  
 [843] 815-6288

May 12, 2014

Chairman John P. Ewasutyn and  
 Members of the Planning Board  
**TOWN OF NEWBURGH**  
 308 Gardnertown Road  
 Newburgh, New York 12550

Re: Landscape Estimate  
 Parking Expansion To Colandrea Sunshine Ford  
 40 NYS Route 17K

Dear Chairperson Ewasutyn and Planning Board Members:


For your consultants review, I have presented below the Landscaping Cost Estimate for the above referenced project:

<u>Common Names</u>	<u>Size</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Ext. Total</u>
Gold Coast Juniper	36"-40"	18	\$ 80	\$ 1,440
Hetzll Juniper	40"-44"	9	\$ 90	\$ 810
Miss Kim Lilac	30"-34"	9	\$ 70	\$ 630
Leatherleaf Viburnum	36"-40"	19	\$ 70	\$ 1,330
Norway Spruce	6'-7'	3	\$ 325	\$ 975
White Pine	6'-7'	2	\$ 300	\$ 600
8-Foot Wood Fence	402	L.F.	\$ 20	\$ 8,040
4 Foot High Berm	290	L.F.	\$ 20	\$ 5,800
Berm Seeding	L.S.			\$ 1,000
<b>TOTAL</b>				<b>\$ 20,625</b>

We trust the above Estimate is acceptable to your Board.

Respectfully submitted,

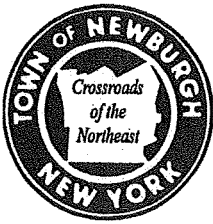
**SHAW ENGINEERING**

A handwritten signature in black ink, appearing to read 'Gregory J. Shaw', is written over the printed name below.

Gregory J. Shaw P.E.  
Principal

GJS:mmv

Cc: Patrick Hines, Planning Board Engineer  
Cosimo J. Colandrea



# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Acting Supervisor, & Town Board Members  
**FROM:** Todd DePew, Highway Superintendent  
**DATE:** May 21, 2014  
**RE:** Portable Screen Plant

I am requesting permission to purchase a Portable 3 Deck Incline Screen form Pine Bush Equipment for the cost of \$19,500.00 to be taken from 5130.0200 Equipment/Other Capital.

If you have any questions feel free to call me. Thanking you in advance

**TD:ch**  
**cc:** John Platt, DPW

TOWN OF NEWBURGH  
SUMMARY OF QUOTATION FORM

REQUESTED BY: \_\_\_\_\_ DATE PREPARED: 5-23-14

ITEM/SERVICE PURCHASED PORTABLE SCREEN PLANT

VENDOR NAME CARROLL EQUIP GEORGE SWEET PINE BUSH EQUIP

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP WEEDS RGT NY PAVILLIONS NY PINE BUSH NY

PHONE # (315) 253-3636 (800) 784-8722 (845) 744-2008

CONTACT PERSON \_\_\_\_\_

PRICE QUOTED \$48,500<sup>00</sup> \$55,000<sup>00</sup> \$27,000<sup>00</sup>

EXPIRATION DATE \_\_\_\_\_

VENDOR CHOSEN PINE BUSH EQUIP

\*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 [Signature] DATE: 5/23/14

(ATTACH WRITTEN QUOTES)