

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

**TOWN COUNCIL MEETING
PUBLIC MEETING AGENDA**

Monday, August 1, 2016
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. DEPARTMENT HEAD REPORTS
7. ASSESSOR: Tax Certiorari (C & S Grocers)
8. ENGINEERING: Chadwick Lake Filter Plant Study
9. HIGHWAY: Road ROW Dedication
10. DEPT. OF PUBLIC WORKS: Water Main Easement Relocation (Colandrea)
11. ACCOUNTING: Transfer
12. DELAWARE AQUEDUCT TAP: Approval of Invoices
13. ANIMAL CONTROL: T-94 Withdrawal
14. TOWN HALL: Lease of Copier
15. RECREATION: Use of Stage
16. ETHICS BOARD:
 - A. Reappointment of Karl Najork
 - B. Reappointment of David Violate
17. ANNOUNCEMENTS
18. PUBLIC COMMENTS
19. POSSIBILITY OF EXECUTIVE SESSION: Letchus Claim
20. ADJOURNMENT

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

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

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

www.joneshacker.com

June 14, 2016

VIA E-MAIL - mtaylor@riderweiner.com

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

PLEASE REPLY TO:

Troy

Re: C&S Wholesale Grocers v. Town of Newburgh
Index Nos. 2011-6569; 2012-6141; 2013-5367; 2014-4956 & 2015-5141
Our File No. 5018.089

Dear Mr. Taylor:

Attached please find the proposed Consent Order and Judgment in reference to the above-referenced proceedings. There are currently five (5) years pending on two (2) parcels - a 10.6 acre vacant commercial parcel located on Corporate Boulevard (Tax Map No. 95-1-68) and a 505,577 sq. ft. warehouse/distribution center located on Corporate Boulevard Rt. 17K (Tax Map No. 95-1-1.1). The vacant land has a value of around \$1,223,700; the full market value of the warehouse/distribution center ranges from about \$24,000,000 to \$26,000,000. After multiple Court conferences, review of the discovery documents provided, review of the property and consideration of the cost of a trial and a trial-ready appraisal, Molly Carhart and I were able to reach a settlement with the petitioner which we believe is a fair settlement. In addition, as part of the settlement, the petitioner agreed to discontinue the 2011 proceeding against parcel no. 95-1-1.1.

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

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

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By: 

Cathy L. Drobny
cdrobny@joneshacker.com
Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Molly Carhart, Assessor
Gilbert Piaquadio, Supervisor

STATE OF NEW YORK
SUPREME COURT

COUNTY OF ORANGE

In the Matter of

C&S WHOLESALE GROCERS INC.,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF
ASSESSMENT REVIEW OF THE TOWN
OF NEWBURGH, AND THE TOWN OF
NEWBURGH, COUNTY OF ORANGE,
NEW YORK,

Respondents.

**CONSENT ORDER
AND JUDGMENT**

Index Nos. 2011-6569;
2012-6141; 2013-5367;
2014-4956 & 2015-5141

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be settled and compromised in the following manner:

1. These special proceedings shall be joined for a single disposition pursuant to §710 of the Real Property Tax Law on consent of counsel.

2. The 2011, 2012, 2013, 2014, 2015 and 2016 final assessments on the petitioner's subject property tax parcels 95-1-1.1 and 95-1-68 were fixed by the Assessor of the Town of Newburgh as follows:

As to parcel 95-1-1.1:

Year	Tax Map No.	Property Location	Property Assessed Value
2011	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2012	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2013	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2014	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2015	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2016	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000

As to parcel 95-1-68:

Year	Tax Map No.	Property Location	Property Assessed Value
2011	95-1-68	Corporate Blvd	\$ 465,000
2012	95-1-68	Corporate Blvd	\$ 465,000
2013	95-1-68	Corporate Blvd	\$ 465,000
2014	95-1-68	Corporate Blvd	\$ 465,000
2015	95-1-68	Corporate Blvd	\$ 465,000
2016	95-1-68	Corporate Blvd	\$ 465,000

3. The 2011, 2012, 2013, 2014, 2015 and 2016 final assessments on the petitioner's real property shall be corrected, reduced and revised in the following manner:

As to parcel 95-1-1.1:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2011	95-1-1.1	\$9,400,000	\$9,400,000	-0-
2012	95-1-1.1	\$9,400,000	\$8,680,150	(\$719,850)
2013	95-1-1.1	\$9,400,000	\$8,387,522	(\$1,012,478)
2014	95-1-1.1	\$9,400,000	\$8,217,649	(\$1,182,351)
2015	95-1-1.1	\$9,400,000	\$8,217,648	(\$1,182,352)
2016	95-1-1.1	\$9,400,000	\$7,644,324	(\$1,755,676)

As to parcel 95-1-68:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2011	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2012	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2013	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2014	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2015	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2016	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)

4. The Assessor of the Town of Newburgh shall forthwith correct and revise the entry with respect to the final assessment rolls of the Town in a manner consistent with the provisions of the preceding paragraphs.

5. These revised and corrected assessments shall be administered in accordance with the provisions of Section 726 of the Real Property Tax Law and the Town of Newburgh, the Newburgh Central School District, the County of Orange, and any special district for which taxes are levied based on the assessment made subject to this agreement, shall forthwith audit, pay and refund to petitioner principal amounts of excess taxes paid by petitioner, all refund drafts being payable to "JANATA, LACAP & HAZEN, LLP, as attorneys for Petitioner"; and said refunds should be tendered to Janata, LaCap & Hazen, LLP, 155 North Main Street, New City, New York 10956. Said refunds shall be for repayment of excess principal taxes paid and shall be made in accordance with local refunding procedures established and provided for such cases. Petitioner waives statutory interest from all refunds paid by the Town, County and School District if paid within 60 days of service of this Consent Order and Judgment with notice of entry thereon.

6. If applicable, corrected or amended property tax bills shall be furnished to petitioner by the Town of Newburgh, the County of Orange and/or the Newburgh Central School District, for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

7. The judicial proceeding as to the assessed value of the subject property in dispute for 2011, 2012, 2013, 2014 and 2015 are being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceedings entitled above.

9. This Consent Order will be submitted to the New York State Supreme Court for signature and entry, and this proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any

relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED: _____, 2016

Cathy L. Drobny, Esq.
E. Stewart Jones Hacker Murphy, LLP
Attorneys for Respondents
7 Airport Park Boulevard
Latham, New York 12110
Tel: (518) 783-3843

DATED: _____, 2016

Henry LaCap, Esq.
Janata, LaCap & Associates
Attorney for Petitioner
155 North Main Street
New City, New York 10956
Tel: (845) 634-0334

PRESENT: HON. CATHERINE M. BARTLETT
BE IT SO ORDERED AND ADJUDGED.

DATED: _____, 2015
AT: _____, New York

Hon. Catherine M. Bartlett

C & S Wholesale Grocers v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2011	95-1-68	\$ 465,000	\$ 125,000	35.60%	\$ 1,306,180	\$ 351,124	\$ 340,000	County 9.3141	\$ 3,166.79
								Town 11.4049	\$ 3,877.67
								Fire-OL 3.9166	\$ 1,331.64
								Sp.Dist. 3.35	\$ 1,139.00
2011	95-1-1-1	\$9,400,000	\$2,500,000	35.60%	\$ 26,404,494	\$ 7,022,472	\$ 6,900,000	County 9.3141	\$ 84,267.29
								Town 11.4049	\$ 78,693.81
								Fire-OL 3.9166	\$ 27,024.54
								Sp.Dist. 3.35	\$ 23,115.00
2012	95-1-68	\$ 465,000	\$ 125,000	39.02%	\$ 1,191,697	\$ 320,349	\$ 340,000	County 9.1063	\$ 3,096.14
								Town 11.6477	\$ 3,960.22
								Fire-OL 4.0014	\$ 1,360.48
								Sp.Dist. 3.4814	\$ 1,183.68
2012	95-1-1-1	\$9,400,000	\$2,500,000	39.02%	\$ 24,090,210	\$ 6,406,971	\$ 6,900,000	County 9.1063	\$ 62,833.47
								Town 11.6477	\$ 80,359.13
								Fire-OL 4.0014	\$ 27,609.66
								Sp.Dist. 3.4814	\$ 24,021.66
2013	95-1-68	\$ 465,000	\$ 125,000	39.50%	\$ 1,177,215	\$ 316,456	\$ 340,000	County 9.8169	\$ 3,337.75
								Town 12.8018	\$ 4,352.61
								Fire-OL 4.0614	\$ 1,380.88
								Sp.Dist. 4.1068	\$ 1,396.31
2013	95-1-1-1	\$9,400,000	\$2,500,000	39.50%	\$ 23,797,488	\$ 6,329,114	\$ 6,900,000	County 9.8169	\$ 67,736.61
								Town 12.8018	\$ 88,332.42
								Fire-OL 4.0614	\$ 28,023.66
								Sp.Dist. 4.1068	\$ 28,336.92
								School 69.8428	\$ 481,915.32

C & S Wholesale Grocers v. T/O Newburgh - Settlement

Parcel Year	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2014 95-1-68	\$ 465,000	\$ 425,000	38.70%	\$ 1,201,550	\$ 1,098,191	\$ 40,000	County Town Fire-OL Sp. Dist. Library School	10,072 \$ 13,0396 \$ 4,0484 \$ 4,0407 \$ 2,854649 \$ 70,343901 \$
2014 95-1-1.1	\$9,400,000	\$8,217,849	38.70%	\$ 24,289,406	\$ 21,234,235	\$ 1,182,351	County Town Fire-OL Sp. Dist. Library School	10,072 \$ 13,0396 \$ 4,0484 \$ 4,0407 \$ 2,854649 \$ 70,343901 \$
2015 95-1-68	\$ 465,000	\$ 425,000	38.00%	\$ 1,223,684	\$ 1,118,421	\$ 40,000	County Town Fire-OL Sp. Dist. Library School	10,3172 \$ 13,4988 \$ 4,1357 \$ 4,3015 \$ 3,181501 \$ 73,273521 \$
2015 95-1-1.1	\$9,400,000	\$8,217,848	38.00%	\$ 24,736,842	\$ 21,625,389	\$ 1,182,352	County Town Fire-OL Sp. Dist. Library School	10,3172 \$ 13,4988 \$ 4,1357 \$ 4,3015 \$ 3,181501 \$ 73,273521 \$
2016 95-1-68	\$ 465,000	\$ 425,000	36.00%	\$ 1,291,667	\$ 1,180,556	\$ 40,000	County Town Fire-OL Sp. Dist. Library School	10,072 \$ 13,0396 \$ 4,0484 \$ 4,0407 \$ 2,854649 \$ 70,343901 \$
2016 95-1-1.1	\$9,400,000	\$7,644,324	36.00%	\$ 26,111,111	\$ 21,234,233	\$ 1,755,676	County Town Fire-OL Sp. Dist. Library School	10,072 \$ 13,0396 \$ 4,0484 \$ 4,0407 \$ 2,854649 \$ 70,343901 \$
							County Town Fire-OL Sp. Dist. Library School	County \$ Town \$ Fire-OL \$ Sp. Dist \$ Library \$ School \$
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CLAIMED

C & S Wholesale Grocers v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2011	95-1-68	\$ 465,000	\$ 125,000	35.60%	\$ 1,306,180	\$ 351,124	\$ 340,000	County	9,3141 \$ 3,166.78
								Town	11,4049 \$ 3,877.67
								Fire-OL	3,9166 \$ 1,331.64
								Sp.Dist.	3.35 \$ 1,139.00
								School	63,6879 \$ 21,653.89
2011	95-1-1-1	\$9,400,000	\$2,500,000	95.60%	\$ 26,404,494	\$ 7,022,472	\$ 6,900,000	County	9,3141 \$ 64,267.29
								Town	11,4049 \$ 78,693.81
								Fire-OL	3,9166 \$ 27,024.54
								Sp.Dist.	3.35 \$ 23,115.00
								School	63,6879 \$ 439,446.51
2012	95-1-68	\$ 465,000	\$ 125,000	39.02%	\$ 1,191,697	\$ 320,349	\$ 340,000	County	9,1063 \$ 3,096.14
								Town	11,6477 \$ 3,980.22
								Fire-OL	4,0014 \$ 1,360.48
								Sp.Dist.	3,4814 \$ 1,183.68
								School	64,2017 \$ 21,828.58
2012	95-1-1-1	\$9,400,000	\$2,500,000	39.02%	\$ 24,090,210	\$ 6,406,971	\$ 6,900,000	County	9,1063 \$ 62,833.47
								Town	11,6477 \$ 80,369.13
								Fire-OL	4,0014 \$ 27,609.66
								Sp.Dist.	3,4814 \$ 24,021.66
								School	64,2017 \$ 442,991.73
2013	95-1-68	\$ 465,000	\$ 125,000	39.50%	\$ 1,177,215	\$ 316,456	\$ 340,000	County	9,8169 \$ 3,337.75
								Town	12,8018 \$ 4,352.61
								Fire-OL	4,0614 \$ 1,380.88
								Sp.Dist.	4,1068 \$ 1,396.31
								School	69,8428 \$ 23,746.55
2013	95-1-1-1	\$9,400,000	\$2,500,000	39.50%	\$ 23,797,468	\$ 6,329,114	\$ 6,900,000	County	9,8169 \$ 67,736.61
								Town	12,8018 \$ 88,332.42
								Fire-OL	4,0614 \$ 28,023.66
								Sp.Dist.	4,1068 \$ 28,336.92
								School	69,8428 \$ 481,915.32

C & S Wholesale Grocers v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2014	95-1-68	\$ 465,000	\$ 125,000	38.70%	\$ 1,201,550	\$ 322,997	\$ 340,000	County Town Fire-OL Sp.Dist. Library School	10.0772 \$ 3,426.25 13.0396 \$ 4,433.46 4.0484 \$ 1,378.46 4.0407 \$ 1,373.84 2.854649 \$ 970.58 70.343901 \$ 23,916.93
2014	95-1-1.1	\$ 9,400,000	\$ 2,500,000	38.70%	\$ 24,289,406	\$ 6,459,948	\$ 6,800,000	County Town Fire-OL Sp.Dist. Library School	10.0772 \$ 69,532.68 13.0396 \$ 89,973.24 4.0484 \$ 27,933.96 4.0407 \$ 27,880.83 2.854649 \$ 19,697.08 70.343901 \$ 485,372.92
2015	95-1-68	\$ 465,000	\$ 125,000	38.00%	\$ 1,223,684	\$ 328,947	\$ 340,000	County Town Fire-OL Sp.Dist. Library School	10.3172 \$ 3,507.85 13.4988 \$ 4,589.59 4.1357 \$ 1,406.14 4.3015 \$ 1,462.51 3.181501 \$ 1,081.71 73.273521 \$ 24,913.00
2015	95-1-1.1	\$ 9,400,000	\$ 2,500,000	38.00%	\$ 24,736,842	\$ 6,578,947	\$ 6,900,000	County Town Fire-OL Sp.Dist. Library School	10.3172 \$ 71,188.68 13.4988 \$ 93,141.72 4.1357 \$ 28,536.33 4.3015 \$ 29,680.35 3.181501 \$ 21,952.36 73.273521 \$ 505,587.29
								County Town Fire-OL Sp.Dist. Library School	\$ 352,093.51 \$ 451,723.87 \$ 145,983.74 \$ 139,590.10 \$ 43,701.73 \$ 2,052,127.53

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 July, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #95-1- 1.1, 95-1-68
C&S WHOLESALE GROCERS INC.
(CORPORATE BLVD. -- RT. 17K)
INDEX NUMBERS 2011-6569, 2012-6141,
2013-5367, 2014-4956 & 2015-5141

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

WHEREAS, C&S Wholesale Grocers Inc. (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of two parcels located on Corporate Boulevard – NYS Route 17K (Section 95-Block 1-Lots 1.1 and 68) on the tax assessment roll for the tax years 2011, 2012, 2013, 2014 and 2015; and

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

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

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

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

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

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.



8

July 7, 2016

Mr. James W. Osborne, Town Engineer
1496 Route 300
Town of Newburgh, New York 12550

Re: Cost Proposal for Engineering Study of the Chadwick Lake Filter Plant & Reservoir

Dear Mr. Osborne:

Please find attached HDR's Cost Proposal to conduct an *Engineering Evaluation of the Long-term Use and Economic Viability of the Chadwick Lake Reservoir and Filter Plant*. We have provided lump sum numbers for each of the Tasks listed in our proposal. As requested, we have reviewed the tasks and approach in our June 1st scope of work and we have prepared scope modifications / refinements as noted in the attached Table.

We have incorporated the additional scope items that the Town requested to assess MIEX effectiveness and evaluate skid-mounted or temporary treatment system feasibility to increase plant filtration capacity.

In the Table, we have described additional services that HDR could provide, for example, we have proposed preparing a technical memorandum describing how the Town could meet the 2025 water demand as a supplemental task.

We appreciate having the opportunity to submit our cost proposal and if selected, we look forward to working with the Town on this important project. Should you require additional information or have any questions, please feel free to contact me at 914-993-2025 or Jim Jensen at 201-335-9379.

Sincerely,
HDR Engineering, Inc.

Michael A. Principe

Michael A. Principe
Vice President

Cc:

Jim Jensen, PE

Joe Frissora, PE



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

TOWN COUNCIL MEETING PUBLIC MEETING AGENDA

Monday, August 1, 2016
7:00 p.m.

1. ROLL CALL
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 - A. Reappointment of Karl Najork
 - B. Reappointment of David Violate
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20. ADJOURNMENT

7

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

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

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

www.joneshacker.com

June 14, 2016

VIA E-MAIL - mtaylor@riderweiner.com

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

PLEASE REPLY TO:

Troy

Re: C&S Wholesale Grocers v. Town of Newburgh
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Our File No. 5018.089

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

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

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By: 

Cathy L. Drobny
cdrobny@joneshacker.com
Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Molly Carhart, Assessor
Gilbert Piaquadio, Supervisor

STATE OF NEW YORK
SUPREME COURT

COUNTY OF ORANGE

In the Matter of

C&S WHOLSALE GROCERS INC.,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF
ASSESEMNT REVIEW OF THE TOWN
OF NEWBURGH, AND THE TOWN OF
NEWBURGH, COUNTY OF ORANGE,
NEW YORK,

**CONSENT ORDER
AND JUDGMENT**

Index Nos. 2011-6569;
2012-6141; 2013-5367;
2014-4956 & 2015-5141

Respondents.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be settled and compromised in the following manner:

1. These special proceedings shall be joined for a single disposition pursuant to §710 of the Real Property Tax Law on consent of counsel.

2. The 2011, 2012, 2013, 2014, 2015 and 2016 final assessments on the petitioner's subject property tax parcels 95-1-1.1 and 95-1-68 were fixed by the Assessor of the Town of Newburgh as follows:

As to parcel 95-1-1.1:

Year	Tax Map No.	Property Location	Property Assessed Value
2011	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2012	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2013	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2014	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2015	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2016	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000

As to parcel 95-1-68:

Year	Tax Map No.	Property Location	Property Assessed Value
2011	95-1-68	Corporate Blvd	\$ 465,000
2012	95-1-68	Corporate Blvd	\$ 465,000
2013	95-1-68	Corporate Blvd	\$ 465,000
2014	95-1-68	Corporate Blvd	\$ 465,000
2015	95-1-68	Corporate Blvd	\$ 465,000
2016	95-1-68	Corporate Blvd	\$ 465,000

3. The 2011, 2012, 2013, 2014, 2015 and 2016 final assessments on the petitioner's real property shall be corrected, reduced and revised in the following manner:

As to parcel 95-1-1.1:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2011	95-1-1.1	\$9,400,000	\$9,400,000	-0-
2012	95-1-1.1	\$9,400,000	\$8,680,150	(\$719,850)
2013	95-1-1.1	\$9,400,000	\$8,387,522	(\$1,012,478)
2014	95-1-1.1	\$9,400,000	\$8,217,649	(\$1,182,351)
2015	95-1-1.1	\$9,400,000	\$8,217,648	(\$1,182,352)
2016	95-1-1.1	\$9,400,000	\$7,644,324	(\$1,755,676)

As to parcel 95-1-68:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2011	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2012	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2013	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2014	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2015	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2016	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)

4. The Assessor of the Town of Newburgh shall forthwith correct and revise the entry with respect to the final assessment rolls of the Town in a manner consistent with the provisions of the preceding paragraphs.

5. These revised and corrected assessments shall be administered in accordance with the provisions of Section 726 of the Real Property Tax Law and the Town of Newburgh, the Newburgh Central School District, the County of Orange, and any special district for which taxes are levied based on the assessment made subject to this agreement, shall forthwith audit, pay and refund to petitioner principal amounts of excess taxes paid by petitioner, all refund drafts being payable to "JANATA, LACAP & HAZEN, LLP, as attorneys for Petitioner"; and said refunds should be tendered to Janata, LaCap & Hazen, LLP, 155 North Main Street, New City, New York 10956. Said refunds shall be for repayment of excess principal taxes paid and shall be made in accordance with local refunding procedures established and provided for such cases. Petitioner waives statutory interest from all refunds paid by the Town, County and School District if paid within 60 days of service of this Consent Order and Judgment with notice of entry thereon.

6. If applicable, corrected or amended property tax bills shall be furnished to petitioner by the Town of Newburgh, the County of Orange and/or the Newburgh Central School District, for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

7. The judicial proceeding as to the assessed value of the subject property in dispute for 2011, 2012, 2013, 2014 and 2015 are being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceedings entitled above.

9. This Consent Order will be submitted to the New York State Supreme Court for signature and entry, and this proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any

relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED: _____, 2016

Cathy L. Drobny, Esq.
E. Stewart Jones Hacker Murphy, LLP
Attorneys for Respondents
7 Airport Park Boulevard
Latham, New York 12110
Tel: (518) 783-3843

DATED: _____, 2016

Henry LaCap, Esq.
Janata, LaCap & Associates
Attorney for Petitioner
155 North Main Street
New City, New York 10956
Tel: (845) 634-0334

PRESENT: HON. CATHERINE M. BARTLETT
BE IT SO ORDERED AND ADJUDGED.

DATED: _____, 2015
AT: _____, New York

Hon. Catherine M. Bartlett

C & S Wholesale Grocers v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2011	95-1-68	\$ 465,000	\$ 125,000	35.60%	\$ 1,306,180	\$ 351,124	\$ 340,000	County	9.3141 \$ 3,166.79
								Town	11.4049 \$ 3,877.67
								Fire-OL	3.9166 \$ 1,331.64
								Sp.Dist.	3.35 \$ 1,139.00
2011	95-1-1.1	\$9,400,000	\$2,500,000	36.60%	\$ 26,404,494	\$ 7,022,472	\$ 6,900,000	County	9.3141 \$ 84,267.29
								Town	11.4049 \$ 78,693.81
								Fire-OL	3.9166 \$ 27,024.54
								Sp.Dist.	3.35 \$ 23,115.00
2012	95-1-68	\$ 465,000	\$ 125,000	39.02%	\$ 1,191,697	\$ 320,349	\$ 340,000	County	9.1063 \$ 3,096.14
								Town	11.6477 \$ 3,960.22
								Fire-OL	4.0014 \$ 1,360.48
								Sp.Dist.	3.4814 \$ 1,183.68
2012	95-1-1.1	\$9,400,000	\$2,500,000	39.02%	\$ 24,090,210	\$ 6,406,971	\$ 6,900,000	County	9.1063 \$ 62,833.47
								Town	11.6477 \$ 80,359.13
								Fire-OL	4.0014 \$ 27,609.66
								Sp.Dist.	3.4814 \$ 24,021.66
2013	95-1-68	\$ 465,000	\$ 125,000	39.50%	\$ 1,177,215	\$ 316,456	\$ 340,000	County	9.8169 \$ 3,337.75
								Town	12.8018 \$ 4,352.61
								Fire-OL	4.0614 \$ 1,380.88
								Sp.Dist.	4.1068 \$ 1,396.31
2013	95-1-1.1	\$9,400,000	\$2,500,000	39.50%	\$ 23,797,468	\$ 6,329,114	\$ 6,900,000	County	9.8169 \$ 67,736.61
								Town	12.8018 \$ 88,332.42
								Fire-OL	4.0614 \$ 28,023.66
								Sp.Dist.	4.1068 \$ 28,336.92
								School	69.8428 \$ 481,915.32

C & S Wholesale Grocers v. T/O Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2011	95-1-68	\$ 465,000	\$ 425,000	35.60%	\$ 1,306,180	\$ 1,193,820	\$ 40,000	County	\$ 372.56
								Town	\$ 11.4049
								Fire-OL	\$ 3.9166
								Sp-Dist	\$ 3.35
								School	\$ 63.6879
2011	95-1-11	\$ 9,400,000	\$ 9,400,000	35.60%	\$ 26,404,494	\$ 26,404,494	\$ -	County	\$ 9.3141
								Town	\$ 11.4049
								Fire-OL	\$ 3.9166
								Sp-Dist	\$ 3.35
								School	\$ 63.6879
2012	95-1-68	\$ 465,000	\$ 425,000	39.02%	\$ 1,191,697	\$ 1,089,185	\$ 40,000	County	\$ 364.25
								Town	\$ 11.6477
								Fire-OL	\$ 4.0014
								Sp-Dist	\$ 3.4814
								School	\$ 64.2017
2012	95-1-11	\$ 9,400,000	\$ 8,680,150	39.02%	\$ 24,090,210	\$ 22,245,387	\$ 719,850	County	\$ 6,555.17
								Town	\$ 11.6477
								Fire-OL	\$ 4.0014
								Sp-Dist	\$ 3.4814
								School	\$ 64.2017
2013	95-1-68	\$ 465,000	\$ 425,000	39.50%	\$ 1,177,215	\$ 1,075,949	\$ 40,000	County	\$ 392.68
								Town	\$ 12.8018
								Fire-OL	\$ 4.0614
								Sp-Dist	\$ 4.1068
								School	\$ 69.8428
2013	95-1-11	\$ 9,400,000	\$ 8,387,522	39.50%	\$ 23,797,468	\$ 21,234,233	\$ 1,012,478	County	\$ 9,939.40
								Town	\$ 12.8018
								Fire-OL	\$ 4.0614
								Sp-Dist	\$ 4.1068
								School	\$ 69.8428
								County	\$ 12,961.54
								Fire-OL	\$ 4,112.08
								Sp-Dist	\$ 4,158.04
								School	\$ 70,714.30

C & S Wholesale Grocers v. T70 Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2014	95-1-68	\$ 465,000	\$ 425,000	38.70%	\$ 1,201,560	\$ 1,098,191	\$ 40,000	County Town Fire-OL Sp.Dist. Library	\$ 403.09 \$ 521.58 \$ 161.94 \$ 161.63 \$ 114.19
2014	95-1-1.1	\$9,400,000	\$8,217,649	38.70%	\$24,289,406	\$21,234,235	\$1,182,351	County Town Fire-OL Sp.Dist. Library School	\$ 11,914.79 \$ 15,417.38 \$ 4,786.63 \$ 4,777.53 \$ 3,375.20 \$ 83,171.18
2015	95-1-68	\$ 465,000	\$ 425,000	38.00%	\$ 1,223,684	\$ 1,118,421	\$ 40,000	County Town Fire-OL Sp.Dist. Library	\$ 412.69 \$ 539.95 \$ 165.43 \$ 172.06 \$ 127.26
2015	95-1-1.1	\$9,400,000	\$8,217,648	38.00%	\$24,736,842	\$21,625,369	\$1,182,352	County Town Fire-OL Sp.Dist. Library School	\$ 2,930.94 \$ 12,198.56 \$ 15,960.33 \$ 4,889.85 \$ 5,085.89 \$ 3,761.65
2016	95-1-68	\$ 465,000	\$ 425,000	36.00%	\$ 1,291,667	\$ 1,180,556	\$ 40,000	County Town Fire-OL Sp.Dist. Library	\$ - \$ - \$ - \$ - \$ -
2016	95-1-1.1	\$9,400,000	\$7,644,324	36.00%	\$26,111,111	\$21,234,233	\$1,755,676	County Town Fire-OL Sp.Dist. Library School	\$ - \$ - \$ - \$ - \$ - \$ -
								County Town Fire-OL Sp.Dist. Library School	\$ 42,553.18 \$ 65,219.57 \$ 17,475.51 \$ 17,288.76 \$ 7,378.30 \$ 300,390.16

CLAIMED

C & S Wholesale Grocers v. T/O Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2011	95-1-68	\$ 465,000	\$ 125,000	35.60%	\$ 1,306,180	\$ 351,124	\$ 340,000	County	9,3141 \$ 3,166.79
								Town	11,4049 \$ 3,877.67
								Fire-OL	3,9166 \$ 1,331.64
								Sp. Dist.	3,35 \$ 1,139.00
							Newburgh	School	63,6879 \$ 21,653.89
2011	95-1-1-1	\$9,400,000	\$2,500,000	35.60%	\$ 26,404,494	\$ 7,022,472	\$ 6,900,000	County	9,3141 \$ 64,267.29
								Town	11,4049 \$ 78,993.81
								Fire-OL	3,9166 \$ 27,024.54
								Sp. Dist.	3,35 \$ 23,115.00
							Newburgh	School	63,6879 \$ 439,446.51
2012	95-1-68	\$ 465,000	\$ 125,000	39.02%	\$ 1,191,697	\$ 320,349	\$ 340,000	County	9,1063 \$ 3,096.14
								Town	11,6477 \$ 3,960.22
								Fire-OL	4,0014 \$ 1,360.48
								Sp. Dist.	3,4814 \$ 1,183.68
							Newburgh	School	64,2017 \$ 21,828.58
2012	95-1-1-1	\$9,400,000	\$2,500,000	39.02%	\$ 24,090,210	\$ 6,406,971	\$ 6,900,000	County	9,1063 \$ 62,833.47
								Town	11,6477 \$ 80,369.13
								Fire-OL	4,0014 \$ 27,609.66
								Sp. Dist.	3,4814 \$ 24,021.66
							Newburgh	School	64,2017 \$ 442,991.73
2013	95-1-68	\$ 465,000	\$ 125,000	39.60%	\$ 1,177,215	\$ 316,456	\$ 340,000	County	9,8169 \$ 3,337.75
								Town	12,8018 \$ 4,352.61
								Fire-OL	4,0614 \$ 1,380.88
								Sp. Dist.	4,1068 \$ 1,396.31
							Newburgh	School	69,8428 \$ 23,746.55
2013	95-1-1-1	\$9,400,000	\$2,500,000	39.60%	\$ 23,797,468	\$ 6,329,114	\$ 6,900,000	County	9,8169 \$ 67,736.61
								Town	12,8018 \$ 88,332.42
								Fire-OL	4,0614 \$ 28,023.66
								Sp. Dist.	4,1068 \$ 28,336.92
							Newburgh	School	69,8428 \$ 481,915.32

C & S Wholesale Grocers v. T/O Newburgh

Parcel Year	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2014 95-1-68	\$ 465,000	\$ 125,000	38.70%	\$ 1,201,550	\$ 322,997	\$ 340,000	County 10.0772 \$ 3,426.25 Town 13.0396 \$ 4,433.46 Fire-OL 4.0484 \$ 1,376.46 Sp.Dist. 4.0407 \$ 1,373.84 Library 2.854649 \$ 970.58 School 70.343901 \$ 23,916.93	
2014 95-1-1.1	\$ 9,400,000	\$ 2,500,000	38.70%	\$ 24,289,406	\$ 6,459,948	\$ 6,900,000	County 10.0772 \$ 69,532.68 Town 13.0396 \$ 89,973.24 Fire-OL 4.0484 \$ 27,933.96 Sp.Dist. 4.0407 \$ 27,880.83 Library 2.854649 \$ 19,697.08 School 70.343901 \$ 485,372.92	
2015 95-1-68	\$ 465,000	\$ 125,000	38.00%	\$ 1,223,684	\$ 328,947	\$ 340,000	County 10.3172 \$ 3,507.85 Town 13.4988 \$ 4,589.59 Fire-OL 4.1357 \$ 1,406.14 Sp.Dist. 4.3015 \$ 1,462.51 Library 3.181501 \$ 1,081.71 School 73.273521 \$ 24,913.00	
2015 95-1-1.1	\$ 9,400,000	\$ 2,500,000	38.00%	\$ 24,736,842	\$ 6,578,947	\$ 6,900,000	County 10.3172 \$ 71,188.68 Town 13.4988 \$ 93,141.72 Fire-OL 4.1357 \$ 28,536.33 Sp.Dist. 4.3015 \$ 29,680.35 Library 3.181501 \$ 21,952.36 School 73.273521 \$ 505,587.29	
							County \$ 352,093.51 Town \$ 451,723.87 Fire-OL \$ 145,983.74 Sp. Dist \$ 139,590.10 Library \$ 43,701.73 School \$ 2,052,127.53	

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 July, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #95-1- 1.1, 95-1-68
C&S WHOLESALE GROCERS INC.
(CORPORATE BLVD. – RT. 17K)
INDEX NUMBERS 2011-6569, 2012-6141,
2013-5367, 2014-4956 & 2015-5141

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

WHEREAS, C&S Wholesale Grocers Inc. (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of two parcels located on Corporate Boulevard – NYS Route 17K (Section 95-Block 1- Lots 1.1 and 68) on the tax assessment roll for the tax years 2011, 2012, 2013, 2014 and 2015; and

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

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

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

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

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

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



8

July 7, 2016

Mr. James W. Osborne, Town Engineer
1496 Route 300
Town of Newburgh, New York 12550

Re: Cost Proposal for Engineering Study of the Chadwick Lake Filter Plant & Reservoir

Dear Mr. Osborne:

Please find attached HDR's Cost Proposal to conduct an *Engineering Evaluation of the Long-term Use and Economic Viability of the Chadwick Lake Reservoir and Filter Plant*. We have provided lump sum numbers for each of the Tasks listed in our proposal. As requested, we have reviewed the tasks and approach in our June 1st scope of work and we have prepared scope modifications / refinements as noted in the attached Table.

We have incorporated the additional scope items that the Town requested to assess MIEX effectiveness and evaluate skid-mounted or temporary treatment system feasibility to increase plant filtration capacity.

In the Table, we have described additional services that HDR could provide, for example, we have proposed preparing a technical memorandum describing how the Town could meet the 2025 water demand as a supplemental task.

We appreciate having the opportunity to submit our cost proposal and if selected, we look forward to working with the Town on this important project. Should you require additional information or have any questions, please feel free to contact me at 914-993-2025 or Jim Jensen at 201-335-9379.

Sincerely,
HDR Engineering, Inc.

Michael A. Principe
Vice President

Cc:

Jim Jensen, PE

Joe Frissora, PE



HDR's Cost Proposal
Engineering Evaluation for the Long-term Use and Economic Viability of the
Chadwick Lake Reservoir and Filter Plant.

Task Title & Overview	Budgetary Estimate	Task Leader	Proposed Scope Modifications and Reduction to HDR's June 1, 2016 Proposal	Suggested Additional Activities that could be provided at additional cost
TASK 1: Project Management	\$12K	S. Davis	Project Management scope has been reduced as follows: <ul style="list-style-type: none"> • Kickoff meeting will be combined with a site visit & information gathering activity; • 5 monthly conference calls • 2 workshops (WTP upgrade recommendations & cost reliability) 	Two additional workshops for Safe Yield & In-lake practices respectively and developing a report to demonstrate how the Town will meet 2025 demand
TASK 2: Determine supply capacity of Chadwick Lake & treatment capacity of the WTP	\$30K	F. Brilhante	Safe yield scope has been reduced as follows: <ul style="list-style-type: none"> • Safe Yield will be now be performed as a desktop analysis to minimize field work 	Conduct an extensive safe yield analysis
TASK 3: Identify source water quality issues & develop management practices	\$25K	M. Principe	Source water quality issues assessment and management practices scope of work has been reduced to a desktop review of <ul style="list-style-type: none"> • existing information • literature reviews • interviews with the Town staff • discussions with equipment vendors and other water suppliers 	Conduct an extensive watershed field survey and data analysis to better define the source water quality issues and tailored management practices
TASK 4: Recommend short/long-term improvements to the WTP to meet regulatory compliance	\$55K	P. D'Adamo	Water treatment process evaluation has been revised to include <ul style="list-style-type: none"> • assessing the effectiveness of MIEX • evaluating the feasibility of using skid-mounted (temporary) treatment system to increase filtration capacity 	

HDR's Cost Proposal
Engineering Evaluation for the Long-term Use and Economic Viability of the
Chadwick Lake Reservoir and Filter Plant.

Task Title & Overview	Budgetary Estimate	Task Leader	Proposed Scope Modifications and Reduction to HDR's June 1, 2016 Proposal	Suggested Additional Activities that could be provided at additional cost
TASK 5: Determination of cost/reliability of operating the upgraded WTP	\$10K	J. Jensen	The cost/reliability assessment scope has been reduced by <ul style="list-style-type: none"> • applying a factored approach for capital and O&M costs using AACE Class 5 criteria for capital and scaling factors for O&M 	Develop cost estimates according to the AACE- Class 4 criteria including equipment takeoffs and life cycle costing
Other Direct Costs	\$2K			
TOTAL	\$134K			

-----X

IN THE MATTER OF THE

DEDICATION OF PORTIONS OF
RIGHTS OF WAY TO A CERTAIN
EXISTING TOWN HIGHWAY
IN THE TOWN OF NEWBURGH,
ORANGE COUNTY, NEW YORK

CONSENT OF
TOWN BOARD
TO DEDICATION

PORTION OF FIFTH AVENUE

-----X

Upon reading the Irrevocable Offer of Dedication in the above entitled matter dated as of the 20th day of July, 2016, wherein the owner in fee of lands described therein which include a portion of an existing Town of Newburgh highway by use to 25 feet from the center line of said existing highway, has offered to dedicate all its right, title and interest to the same to the Town of Newburgh for highway purposes; now, therefore, be it

RESOLVED, that consent be and the same hereby is given to the Superintendent of Highways of the Town of Newburgh to make such Order with respect to the lands described in Schedule "A" attached hereto as is appropriate and to and accept same as a dedicated portion of said highway, in accordance with the provisions of the Highway Law and other statutes applicable thereto.

Dated the _____ day of July, 2016.

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

SCHEDULE ``A''



MEMORANDUM

TO: JOHN EWASUTYN, PLANNING BOARD CHAIRMAN
(vie a-mail and hand)

P: 845.562.9100
F: 845.562.9126

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

655 Little Britain Road
New Windsor, NY 12553

RE: SUBDIVISION FOR JORG UEW FRISCHKNECHT
FIFTH AVENUE

P.O. Box 2280
Newburgh, NY 12550

PLANNING BOARD PROJECT NO. 2015-06

OUR FILE NO. 800.1 (C)() (2016)

DATE: JULY 22, 2016

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Jeffrey S. Sculley
Donna M. Badura

We have received the following in satisfaction of the Planning Board's condition of approval regarding dedication of the 25 feet from the center line of the existing Town of Newburgh Fifth Avenue right of way fronting on the Frischnecht property as set forth in the Planning Board Resolution of Preliminary and Final Subdivision Approval of May 15, 2016.

M.J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

1. Irrevocable Offer of Dedication;
2. Deed;
3. New York State Department of Real Property Transfer Reports;
and
4. Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax;

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

The documents are satisfactory to our office as to form. We will proceed in presenting the Offer to the Town Board and Highway Superintendent for consent and acceptance and the recording of the deed.

MCT:kac

Enclosures

- cc: Hon. Gilbert J. Piaquadio, Supervisor (via e-mail)
Andrew J. Zarutskie, Town Clerk
James Osborne, Town Engineer (via e-mail)
John Platt, Commissioner of Public Works (via e-mail)
Todd Depew, Highway Superintendent
Ronald Clum, Town Accountant (via e-mail)
Michael H. Donnelly, Esq., Planning Board Attorney (via e-mail)
Patrick Hines, Planning Board Consultant (via e-mail)
Jonathan Cella, P.E. (via e-mail)

IRREVOCABLE OFFER OF DEDICATION

To the Town Superintendent of Highways
of the Town of Newburgh, Orange County,
New York:

This Offer of Dedication made this 20 day of July, 2016, between JÖRG UWE FRISCHKNECHT, having an address at 2 Oak Ridge Drive, New Windsor, New York (hereinafter “Offeror”), and the TOWN OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at Town Hall, 1496 Route 300, Newburgh, New York, hereinafter the “Town of Newburgh.”

WHEREAS, Offeror is the owner in fee of certain real property located in the Town of Newburgh as shown on a plan of subdivision, entitled “PROPOSED TWO LOT RESIDENTIAL SUBDIVISION FOR: JÖRG UWE FRISCHKNECHT, 2 CHEVY LANE (S/Bl: 70-3-1);, TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK”, prepared by Jonathon Cella, P.E. last revised March 25, 2016 (hereinafter the “Subdivision Plat”) which plat is intended to be filed in the Orange County Clerk’s Office simultaneously with the recording of this instrument, and

WHEREAS, the Town of Newburgh Planning Board has heretofore granted the Subdivision Plat preliminary and final subdivision approval by resolution dated May 5, 2016 conditioned, among other things, upon the Grantor dedicating a portion of an existing public street right of way for Fifth Avenue to the Town of Newburgh as shown on the subdivision plat, and

WHEREAS, Offeror is the owner in fee of the certain real property located in the Town of Newburgh being a portion of an existing public road right of way known as a portion of Fifth

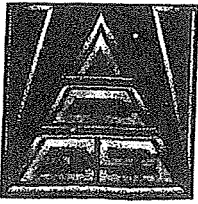
Avenue; and

WHEREAS, Offeror wishes to file a formal irrevocable offers of dedication of existing public road right of way as shown on said Subdivision Plat and in compliance with the provisions of New York State Town Law and the Town of Newburgh's Code.

NOW THEREFORE, Offeror does hereby irrevocably offer to dedicate to the Town of Newburgh the following:

1. All its right, title and interest in and to certain premises as more particularly described in Schedule "A" annexed hereto.
2. Offeror herewith delivers to the Town of Newburgh in statutory form for recording a deed to the right of way property in form acceptable to the Town, said deed and drainage easement to be held by the Town of Newburgh and to be placed on record in the Office of the Clerk of the County of Orange at such time or times as the municipality shall determine. Offeror covenants that it is seized of said right of way property and drainage easement premises in fee simple and it has good right to convey the same.
3. At the time of acceptance by the Town of Newburgh, title to the premises shall be good and marketable and free from all liens and encumbrances except existing rights of public utility companies and the rights of the Town of Newburgh and the public to use and maintain said premises for highway purposes where appropriate.
4. Offeror, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, receipt and sufficiency of which is acknowledged, hereby releases the Town of Newburgh, its officers or agents, from any and all claims by reason of the use of the premises for the construction and maintenance of highways and

Schedule "A"



ACES

Automated Construction Enhanced Solutions, Inc.
Professional Land Surveying • GPS Services • Engineering-Surveying & CAD Consulting

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being designated as a 25' R.O.W. Dedication as shown on a certain map entitled, "Proposed Two Lot Residential Subdivision For: Jorg Uwe Frischknecht", dated 1/26/2016, to be filed in the Office of the Orange County Clerk, said land to be *dedicated to the Town of Newburgh*, being bounded and more particularly described as follows:

Beginning at a point on the center line of Fifth Avenue at the intersection with the southerly side line of the 20' wide Right-Of Way (R.O.W.) of East View Road as extended northwesterly toward said intersection, said point being the northwesterly corner of the lands now or formerly of Frischknecht as described in Liber 12854, Page 58 of Deeds and **The True Point of Beginning**:

thence;

running southeasterly along said R.O.W. line of East View Road the following course:

1) S 74°25'00" E a distance of 25.03 feet to a point,

thence;

leaving said R.O.W. line and running through said lands of Frischknecht the following course:

2) S 18°29'00" W a distance of 79.71 feet to a point in a stone wall on the division line between the lands now or formerly of Papazian as described in Liber 2964, Page 160 of Deeds, and the parcel herein described,

thence;

running northwesterly through the R.O.W. of Fifth Avenue the following course:

3) N 66°12'00" W a distance of 25.11 feet to a point on the center line of Fifth Avenue,

thence;

running northeasterly along said center line the following course:

4) N 18°29'00" E a distance of 76.14 feet to **The True Point Of Beginning**,

Containing an area of 1947.9 square feet, 0.045 acres more or less.

Being and intended to be a portion of the same premises conveyed to Jorg Uwe Frischnecht, by deed from Trustees of the William S. Komandorea Irrevocable Living Trust, dated June 26, 2009, and recorded in the County Clerks Office in Liber 12854 at Page 58 of Deeds, aka Tax Lot 70-3-1 as shown on the current tax maps for the Town of Newburgh.

Prepared on May 28, 2016 by Jonathan N. Millen, LLS (Lic. No. 050746)



OWNER/APPLICANT

Jorg Uwe Frischnecht

2 Oak Drive

New Windsor, NY 12553

Town of Newburgh – Sec. 70, Bl. 3, Lot 1

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 20th day of July, 2016

BETWEEN JORG UWE FRISCHKNECHT, with an address at 2 Oak Ridge Drive, New Windsor, New York 12553,

party of the first part, and

TOWN OF NEWBURGH, a municipal corporation with an address at 1496 Route 300, Newburgh, New York 12550,

party of the second part,

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

ALL that certain plot, piece or parcel of land, with improvements thereon erected, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, which property is more fully described in Schedule "A," annexed hereto and made a part hereof.

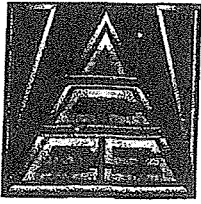
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

IN WITNESS WHEREOF, the party of the first part has duly executed this deed as of the day

SCHEDULE "A"



ACES

Automated Construction Enhanced Solutions, Inc.
Professional Land Surveying • GPS Services • Engineering-Surveying & CAD Consulting

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being designated as a 25' R.O.W. Dedication as shown on a certain map entitled, "Proposed Two Lot Residential Subdivision For: Jorg Uwe Frischknecht", dated 1/26/2016, to be filed in the Office of the Orange County Clerk, said land to be *dedicated to the Town of Newburgh*, being bounded and more particularly described as follows:

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thence;

running southeasterly along said R.O.W. line of East View Road the following course:

1) S 74°25'00" E a distance of 25.03 feet to a point,

thence;

leaving said R.O.W. line and running through said lands of Frischknecht the following course:

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thence;

running northwesterly through the R.O.W. of Fifth Avenue the following course:

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Containing an area of 1947.9 square feet, 0.045 acres more or less.

Being and intended to be a portion of the same premises conveyed to Jorg Uwe Frischnecht, by deed from Trustees of the William S. Komandorea Irrevocable Living Trust, dated June 26, 2009, and recorded in the County Clerks Office in Liber 12854 at Page 58 of Deeds, aka Tax Lot 70-3-1 as shown on the current tax maps for the Town of Newburgh.

Prepared on May 28, 2016 by Jonathan N. Millen, LLS (Lic. No. 050746)



OWNER/APPLICANT

Jorg Uwe Frischnecht

2 Oak Drive

New Windsor, NY 12553

DRAKE LOEB PLLC
ATTORNEYS AT LAW

10
555 Hudson Valley Avenue, Suite 100
New Windsor, New York 12553

Phone: 845-561-0550
Fax: 845-561-1235
www.drakeloeb.com

James R. Loeb
Richard J. Drake, *retired*
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Timothy P. McElduff, Jr.
Ralph L. Puglielle, Jr.
Nicholas A. Pascale

Lisa M. Card
Alana R. Bartley
Aaron C. Fitch
Juliana O'Grady

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation

July 14, 2016


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

Re: Colandrea/Town of Newburgh
Our Matter ID: 13818-65043

Dear Mark:

Enclosed herein is Agreement between Cosimo J. Colandrea and the Town of Newburgh in connection with the relocation of the waterline easement granted to the Town in April 2014. Kindly have the Supervisor sign the Agreement and the TP-584 form and return to me for recording in the Orange County Clerk's Office.

Very truly yours,


EVE FLANIGAN
Paralegal

ef/Enc./514754

THIS AGREEMENT made the ____ day of June, 2016 between COSIMO J. COLANDREA, with an address at 40 Route 17K, Newburgh, New York 12550 (the "Grantor") and the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with offices located at 1496 Route 300, Newburgh, New York 12550 (the "Grantee"),

WHEREAS, heretofore on the 10th day of April, 2014, the Grantor granted to the Grantee a certain waterline easement over lands of the Grantor (Liber 2301 page 721) which said easement is described on Schedule A annexed hereto and made a part hereof (the "Easement"), and

WHEREAS, said Easement was recorded in the Orange County Clerk's Office on October 21, 2014 as File #20140087650 in Liber 13808 at page 0865, and

WHEREAS, Grantor is presently before the Town of Newburgh Planning Board and Zoning Board of Appeals seeking approvals to develop Grantor's property to be utilized as a portion of his car dealership, and

WHEREAS, as a part of the approval process, the Town is requiring the relocation of the Easement to premises more fully described on Schedule B annexed hereto and made a part hereof (the "New Easement"),

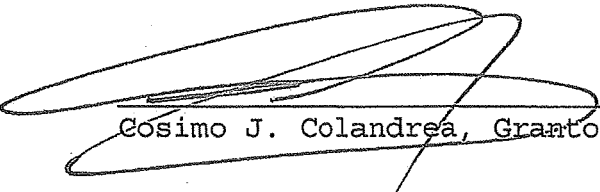
NOW, THEREFORE, in consideration of the provisions set forth herein, and the sum of TEN AND NO/100 (\$10.00) DOLLARS paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Easement recorded in Liber 13808 at page 0865 shall be relocated in accordance with the description on Schedule B annexed hereto, and

2. All rights, obligations and privileges set forth in the Easement shall remain in full force and effect modified only by the relocation to the New Easement premises, and

3. The Grantor and Grantee agree that all rights including all benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.


Cosimo J. Colandrea, Grantor

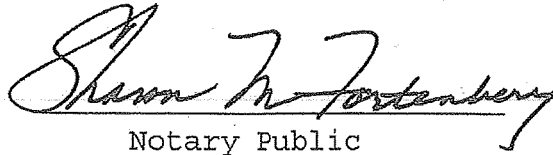
TOWN OF NEWBURGH

By: _____
Name: Gilbert J. Piaquadio
Title: Supervisor, Grantee

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

On the 6th day of July, in the year 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared, COSIMO J. COLANDREA personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SHARON M. FORTENBERRY
Notary Public, State of New York
No. 4949078
Qualified in Orange County
Commission Expires April 3, 2019


Notary Public

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

On the _____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared, GILBERT J. PIAQUADIO personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DRC/ef/507310
13818-65043
6/7/16

SCHEDULE A

Robert D. Kalaka, L.S., P.C.
N.Y.S. Licensed Land Surveyor
P.O. Box 250
Wappingers Falls, N.Y. 12590

Phone: (845) 297-5166

Fax: (845) 297-5166

Date: 03/29/14

Job Number: 423.5c

Easement Description

Water Line Easement to be conveyed by Cosimo J. Colandrea to the Town of Newburgh

All that tract or parcel of land situate in the Town of Newburgh, County of Orange, State of New York, bounded and described as follows:

Beginning at a point on the northerly line of N.Y.S. Route 17-K, said point being South 72-39-59 East 43.03' from the intersection of the northerly line of N.Y.S. Route 17-K with the westerly line of lands of Colandrea (D2301 P.721); thence over and through lands of Colandrea (D2301 P.721), North 19-38-00 East 226.26', North 62-54-00 East 27.91' and South 75-22-00 East 78.09' to a point; thence along the westerly line of Boulder Road and along lands now or formerly Colandrea (D.4495 P.22), North 28-57-06 East 90.00' to a point; thence over and through Boulder Road, South 61-02-54 East 50.00' to a point; thence along the easterly line of Boulder Road and along the westerly line of Lands of Colandrea (D.12042 P.865), South 28-57-06 West 90.46' to a point; thence the southerly line of Boulder Road and along lands now or formerly Colandrea (D2301 P.721), North 62-05-35 West 6.94' and North 60-15-56 West 19.89' to a point; thence over and through lands now or formerly Colandrea (D2301 P.721), South 27-10-00 West 14.30', North 75-22-00 West 89.74', South 62-54-00 West 12.36', South 19-38-00 West 193.28', South 72-09-00 East 81.03' and South 22-22-00 West 24.75' to a point; thence along the northerly line of N.Y.S. Route 17-K, North 69-41-47 West 22.58' and North 72-39-59 West 77.30' to the point or place of beginning.

The above described Water Line Easement is over lands of Colandrea (D.2301 P.721) and over a portion of Boulder Road which is to be conveyed by the Town of Newburgh to Cosimo J. Colandrea.

Subject to the rights of the public utilities and any easements and rights-of-way of record, if any.

SCHEDULE B

Robert D. Kalaka, L.S., P.C.
N.Y.S. Licensed Land Surveyor
P.O. Box 250
Wappingers Falls, N.Y. 12590

Phone: (845) 297-5166

Fax: (845) 297-5166

Date: 04/21/16

Job Number: 423.15

Property Description

Water Line Easement to be granted by Cosimo J. Colandrea
To the Town of Newburgh

All that tract or parcel of land situate in the Town of Newburgh, County of Orange, State of New York,
bounded and described as follows:

Beginning at a point on the northerly line of N.Y.S. Route 17-K, said point being South 72-39-59 East 43.03' from the intersection of the northerly line of N.Y.S. Route 17-K with the easterly line of lands now or formerly Target Corp. (D.11836 P.956) and the westerly line of lands now or formerly Colandrea (D.2301 P.721); thence over and through lands of Colandrea, North 19-38-00 East 270.74', North 64-38-00 East 16.78', South 61-02-54 East 80.29', North 73-57-06 East 11.84' and North 28-57-06 East 66.57' to a point; thence along the southerly line of Boulder Road, South 61-02-54 East 50.00' to a point; thence over and through lands of Colandrea, South 28-57-06 West 90.46', North 61-02-54 West 45.61', South 73-57-06 West 6.34', North 61-02-54 West 66.01', South 64-38-00 West 15.42', South 19-38-00 West 7.64', South 70-22-00 East 8.98', along a proposed addition, South 19-19-11 West 59.08', North 70-22-00 West 9.30', South 19-38-00 West 156.55', South 72-09-00 East 81.03' and South 22-22-00 West 24.75' to a point; thence along the northerly line of N.Y.S. Route 17-K, North 69-41-47 West 22.58' and North 72-39-59 West 77.30' to the point or place of beginning

Subject to the rights of the public utilities and any easements and rights-of-way of record, if any.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) COSIMO J. COLANDREA Mailing address 40 ROUTE 17K City State ZIP code NEWBURGH NY 12550 Single member's name if grantor is a single member LLC (see instructions)	Social security number 098-42-8886 Social security number Federal EIN Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) TOWN OF NEWBURGH Mailing address 1496 ROUTE 300 City State ZIP code NEWBURGH NY 12550 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
		Route 17K	NEWBURGH	ORANGE

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input checked="" type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table style="width: 100%; border: 1px solid black;"> <tr> <td style="width: 33%; text-align: center;"> </td> <td style="width: 33%; text-align: center;"> </td> <td style="width: 33%; text-align: center;">2016</td> </tr> <tr> <td style="text-align: center; font-size: small;">month</td> <td style="text-align: center; font-size: small;">day</td> <td style="text-align: center; font-size: small;">year</td> </tr> </table> Percentage of real property conveyed which is residential real property _____ % (see instructions)			2016	month	day	year
		2016						
month	day	year						

Condition of conveyance (check all that apply)

- | | | |
|--|--|---|
| a. <input type="checkbox"/> Conveyance of fee interest
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)
d. <input type="checkbox"/> Conveyance to cooperative housing corporation
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)
g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)
h. <input type="checkbox"/> Conveyance of cooperative apartment(s)
i. <input type="checkbox"/> Syndication
j. <input type="checkbox"/> Conveyance of air rights or development rights
k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender
m. <input type="checkbox"/> Leasehold assignment or surrender
n. <input type="checkbox"/> Leasehold grant
o. <input type="checkbox"/> Conveyance of an easement
p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
s. <input checked="" type="checkbox"/> Other (describe) Agreement |
|--|--|---|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
------------------------------------	--	---------------	--------------------

Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1	Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input type="checkbox"/> Exemption claimed	1.		0	00
2	Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		0	00
3	Taxable consideration (subtract line 2 from line 1)	3.		0	00
4	Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		0	00
5	Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		0	00
6	Total tax due* (subtract line 5 from line 4)	6.		0	00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

1	Enter amount of consideration for conveyance (from Part I, line 1)	1.			
2	Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...	2.			
3	Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.			

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

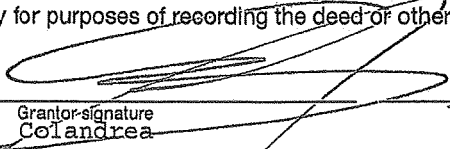
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature Cosimo J. Colandrea _____ Title	TOWN OF NEWBURGH _____ Grantee signature _____ Title	Supervisor _____ Title
By:		
_____ Grantor signature	_____ Title	Gilbert J. Piaquadio _____ Grantee signature _____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.



If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Cosimo J. Colandrea	Date
Signature 	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see Instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552
Fax: 845-566-9486
e-mail: supervisor@townofnewburgh.org

Date: July 20, 2016

From: Supervisor Gil Piaquadio

To: Town Board

I am requesting a transfer of \$20,000 from 001-1420.-0407 Tax Cert Attorney Account to
001-1430.0499 Consulting Services

This transfer is necessary to pay outstanding bills to McGoey Hauser & Edsall for the consulting work they are done in relation to the evaluation of potential consolidation of Roseton sewage treatment facilities.

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor
FROM: James W. Osborne, Town Engineer *JWO*
DATE: July 8, 2016
RE: W \ DELAWARE AQUEDUCT TAP – WATER TREATMENT PLANT

Attached for payment is a voucher from GHD\ S & W Services in the amount of \$6,208.51. The work included in this voucher was to troubleshoot the failures of the DAT WTP heating units \ boilers that never operated properly. As can be seen from the attached correspondence, S & W Services was successful in identifying and correcting the underlying problem. Both boilers now work as designed.

Also, attached for payment are several vouchers from GHD for work in 2015 which were held until this issue and two others were resolved (low pressure on compressors and correct operation of the dehumidified equipment). All issues have been satisfactorily resolved and I am now recommending payment. (Funds from the 2015 budget were "booked" to make these payments).

Please process these vouchers at your earliest convenience. If you have any questions, I am available to discuss them with you and the Board.

JWO/id

Attachment

cc: J. Platt, DPW Comm.

James Osborne

From: Jeff Guido [newburghwatersupply@hvc.rr.com]
Sent: Thursday, June 16, 2016 12:31 PM
To: James Osborne; 'John platt'; New Windsor
Subject: Fwd: Newburgh Fuel Oil/Boilers
Attachments: Newburgh Summary.docx

----- Forwarded Message -----

Subject: Newburgh Fuel Oil/Boilers
Date: Wed, 15 Jun 2016 16:38:57 +0000
From: David Napolitano <David.Napolitano@ghd.com>
To: newburghwatersupply@hvc.rr.com <newburghwatersupply@hvc.rr.com>
CC: Kevin Castro <Kevin.Castro@ghd.com>

Jeff,

Please find the attached field report from S & W Services regarding their work performed last week. In summary, a baseline observation of the boilers running was observed and almost immediately during this observation both boilers locked out on failure. Prime "T"s and gauges were installed to help bleed any trapped air in the fuel supply and return lines and the foot valve was moved closer to the bottom of the tank. An auxiliary pump was used to help prime the fuel lines. During installation of the prime "T"s it was observed that little or no fuel was present in the fuel supply line.

A post prime test was conducted with the tiger loops installed and it was observed that foam was in the tiger loops to start but then clear fuel. Both boilers operated smoothly for fifteen minutes. The tiger loops were disconnected and the supply and return piping was reconnected as designed. Several test cycles were conducted, no failures occurred and gauge readings remained constant.

Skip Phares of S & W Services indicated that you were on site for the final cycle run, an explanation of system operation and Skip's assessment that we have a good design and the Contractor should have primed the lines during original startup. Skip indicated that he followed up with you on Monday this week and you indicated no flame failures and the boiler's operation was smooth.

It is not likely that you will see air in the lines anytime soon but please keep an eye on it. The only reason you should get air in the lines is if a repair is made in the pipes or if there is not enough fuel in the tank. If you do ever get air in the lines again, you have the means to bleed it out as Skip showed you through the prime "T"s.

We hope you consider this issue resolved and are satisfied with the results. Please don't hesitate to call or email if you have any other questions.

Thanks,
Dave

David J. Napolitano, LEED AP
Project Engineer

GHD

S&W Services, Inc.

6/9/2016

David Napolitano
GHD Consulting Services, Inc.
David.napolitano@ghd.com

Re: Results for boiler fuel supply priming issues.

Site: Delaware Aqueduct TWTP
210 Lattintown Rd.,
Newburgh, N.Y. 12550

S&W Services, Inc. was contracted to supply the labor and materials necessary to evaluate the current piping system for the heating oil supply for two boilers at the above referenced facility. This effort took place June 6th through June 8th, 2016. Below are the findings.

With the assistance of the boiler technician provided by the facility a pre-work run of the heating system was observed.

Pre-Work Observation:

Upon arrival observation, common suction line standing gauge reading of 7" Hg on the supply pipe. Fire #1 boiler and suction line Gauge reading is 7.5" Hg and frothy fuel in tiger loop. While boiler # 1 was running, fired #2 boiler, gauge reading 9.5" Hg and frothy fuel in tiger loop. Less than one minute with two boilers calling for fuel both boilers locked out on failure.

Work Performed:

Install prime "T" s and compound gauges, re-establish suction drop tube in AST. Found existing foot valve 9.75" off of the bottom of the tank. At 5 locations in suction line when disconnected to perform scope of work little or no fuel was present in the supply line. Indicating large pockets of air trapped in the supply pipe. Installed new drop tube and foot valve and located bottom of foot valve 2.25" off of the bottom of the tank and it will break prime at 3.25".

Connected auxiliary hand held prime pump at suction line next to boiler and primed suction pipe. Purged air from supply pipe and pumped 5 gallons of fuel into a container. Connect auxiliary pump to return pipe riser through floor and pump 5 gallons back to AST to confirm line operability. Open prime "T" riser through floor in boiler room and observed fuel rise due to siphon from main tank. Open prime "T" at AST and add 3 oz. of fuel.

S&W Services, Inc.

Post Prime Test:

Test run both boilers at the same time with Tiger Loops still in place for visual flow Observation.

Results: Foam in both Tiger Loops as filters prime , then clear solid fuel with both boilers calling for fuel they continued to operate smoothly at 100% for 15 minutes.

Remove Tiger Loops and connect burner pump to supply and return pipes.

Gauge readings: FB-B-1 suction between filter and burner pump 1" Hg.
FB-B-2 suction between filter and burner pump 4" Hg.
3/4" common suction line inside building 1" Hg.
3/4" common suction line outside at tank 1.2" Hg.
3/4" common return line inside building 2 PSI.
3/4" common suction line inside building when both boilers off in standby mode -0-

All documented results recorded while both boilers in operation simultaneously
At 100%.

Two cycles were achieved while in system manual bypass. Two cycles were observed while system in automatic normal settings. Each cycle lasted approximately 15 minutes. No failures were observed and operation was smooth. Gauge readings while one boiler in operation had little or no change in gauge readings when both boilers were in operation.

Summary:

In our opinion the fuel supply and return system for the heating system has been designed appropriately. Based on our piping calculations and site specific information the system is capable of handling considerably more flow than what is required for the current burner configuration. The sole issue found during this investigation was inadequate fuel supply pipe priming at the time of installation. Gauges and prime ports were installed for future use and diagnostic capabilities. The suction pipe was found to be excessively high in the tank and was lowered to pick up at 3.25" from tank bottom. This is in line with industry practice.

Respectfully

Lance S. Phares

Lance "Skip" Phares

S&W Services

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
 Town Hall
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-7814

Date Voucher Received		Voucher No.
Fund-Appropriation	Amount	
6055.0200	\$6,208.51	
Total		\$6,208.51
Abstract #		

Department: Engineering

CLAIMANT'S
 NAME
 AND
 ADDRESS

GHD Consulting Services, Inc.
 Box 200272
 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days


Invoice #55439

Dates	Quantity - Description of Materials or Services	Unit Price	Amount
6/24/2016	TOWN OF NEWBURGH - NEWBURG DAT WTP - FUEL OIL AND BOILER SYSTEM		\$6,208.51
		TOTAL	\$6,208.51

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO _____, certify that the above account in the amount of \$6,208.51 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.

6/24/2016
 Date

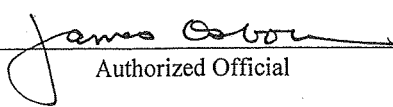

 Signature

PRINCIPAL
 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.

7-15-2016
 Date


 Authorized Official

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

 Date

 Auditing Board



EIN 15-0430700

Remit EFT Payments To:

Account #: 246000074

ABA #: 022000020

Remit Checks To:

GHD Consulting Services Inc.

Box-200272

Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH
TOWN ENGINEER
1496 ROUTE 300
NEWBURGH, NY 12550

Invoice #: 55439
Invoice Date: 6/24/2016
Project: 8612141
Client: 860121
Invoice Group: 04

Attention: JIM OSBORNE, P.E.

Billing Period through 6/19/2016

Newburgh DAT WTP
Fuel oil and Boiler System

Professional Services

Labor 82.59

Reimbursable Expenses

Expenses 5,975.00

Unit Pricing 150.92

Amount Due This Invoice : \$6,208.51

Statement

Prior Invoices	\$0.00
This Invoice	\$6,208.51
Total Invoiced	\$6,208.51
Invoices Paid to Date	\$0.00
Unpaid Invoices Due	\$6,208.51



EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 55439

Phase : 26 -- Fuel Oil and Boiler System

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Technical Support B1				
Marianne VanHoute	4/26/2016	0.50	55.06	27.53
	4/27/2016	1.00	55.06	55.06

				82.59

Rate Schedule Labor

82.59

Regular Expenses

<u>Vendor Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
Subconsultants - Not affiliated					
S&W SERVICES, INC.	4438	6/10/2016	5,975.00	1.000	5,975.00
DELAWARE AQUEDUCT TAP WATER TREATMENT PLANT					

Regular Expenses

5,975.00

Unit Pricing

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Vehicle Mileage					
GHD INC.	1855	4/8/2016	274.00	0.54	147.96
Black Fusion-KC					
PA Postage					
GHD INC.	1641	4/22/2016	2.96	1.00	2.96
US Regular/Certified Mail					

Unit Pricing

150.92

Total Phase : 26 -- Fuel Oil and Boiler System

Labor : 82.59

Expense : 6,125.92

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$6,208.51

S&W Services, Inc.

6057 Corporate Drive
East Syracuse, NY 13057

(315) 414-0494
fax (315) 414-0495

768 Brooks Ave
Rochester, NY 14619

(585) 436-5900
fax (585) 436-0101

530 McCormick Drive, Suite A
Glen Burnie, MD 21061

(410) 761-1200
fax (410) 761-0234

OUT FOR APPROVAL
JUN 13 2016

INVOICE

Kevin

CASTRO

NIAGARA FALLS

Date: 06/10/2016
Invoice No.: 300975

Bill to: GHD
ONE REMINGTON PARK DRIVE
CAZENOVIA, NY 13035

Service at: GHD
ONE REMINGTON PARK DRIVE
CAZENOVIA, NY 13035

Customer ID: 00500-01
Description: Work Order 254115 Misc Service
Terms:
Notes: PROJECT # 8612141 PHASE 28

Site Number: GHD8083
Reference: Work Order 254115
PO Number: 8612141.26

6/6/2016 MOBILIZE TO SITE, MEET BOILER TECHNICIAN, REVIEW FUEL SYSTEM SET UP AND RUN BOILERS FOR BASELINE RESULTS. START INSTALLING PRIME PORTS AND GAUGES.

6/7/2016 CONTINUE SETTING UP FOR SUPPLY PRIME AND REPLACE FOOT VALVE IN MAIN TANK.

6/8/2016 MEET BOILER TECHNICIAN ON SITE FOR PERFORMANCE TESTING AFTER PRIMING THE FUEL SUPPLY PIPE. ALL TESTS SUCCESSFUL. PROPER PERFORMANCE WAS ACHIEVED AND REPORT OF FINDINGS WAS SUBMITTED TO DAVID NAPOLITANO AT GHD.

SITE PERSONNEL WERE INSTRUCTED ON PROPER PRIMING SEQUENCE.

Item	Description	Quantity	Unit Price	Amount
Labor				
			Labor Subtotal:	0.00
Miscellaneous				
LABOR	Approval of Invoice	1.00	3,360.000	3,360.00
MATERIALS	Project # 8612141 26	1.00	675.000	675.00
TRAVEL	Date 6/13/16	1.00	1,940.000	1,940.00
			Miscellaneous Subtotal:	5,975.00
Parts				
	Approval David Napolitano		Parts Subtotal:	0.00

Remit Payment and Make Checks Payable To:

S & W Services, Inc.
6057 Corporate Drive
East Syracuse NY 13057
(315) 414-0494

PO # 8612141.26
377525
Org Code

Subtotal:	5,975.00
Sales Tax:	0.00
Total Due:	5,975.00

33700164

RECEIVED

JUN 17 2016 Page 1 of 1

NIAGARA FALLS ACCOUNTS PAYABLE

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
Town Hall
1496 Route 300
Newburgh, New York 12550
(845) 564-7814

Date Voucher Received		Amount	Voucher No.
Fund-Appropriation			
6055.0200		\$ 650.67	
	Total	\$ 650.67	
Abstract #			

Department: Engineering

CLAIMANT'S
NAME
AND
ADDRESS

GHD Consulting Services, Inc.
Box 200272
Pittsburgh, PA 15251-0272

TERMS: Net 30 Days


Invoice # 98620409

Dates	Quantity - Description of Materials or Services	Unit Price	Amount
3/30/15	TOWN OF NEWBURGH - DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES - HOURLY SERVICES.		650.67
		TOTAL	650.67

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO, certify that the above account in the amount of \$ 650.67 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.

3/30/2015
Date


Signature

SERVICE GROUP MANAGER WATER
Title

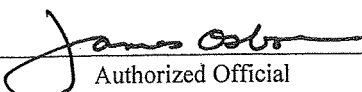
(Space below for municipal use)

DEPARTMENT APPROVAL

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

APPROVAL FOR PAYMENT

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


Date Authorized Official



EIN 15-0430700

Remit EFT Payments To:
 Account #: 246000074
 ABA #: 022000020

Remit Checks To:
 GHD Consulting Services Inc.
 Box-200272
 Pittsburgh, PA 15251-0272

**TOWN OF NEWBURGH
 TOWN ENGINEER
 1496 ROUTE 300
 NEWBURGH, NY 12550**

**Invoice # : 98620409
 Invoice Date : 3/30/2015
 Project : 8612141
 Client : 860121
 Invoice Group: 01**

Attention: JIM OSBORNE, P.E.

Billing Period through 3/22/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000
 This Invoice: \$650.67
 Invoiced-to-date: \$883,717.92

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Multiplier Labor	244.68
------------------	--------

Reimbursable Expenses

Expenses	7.75
Unit Pricing	398.24

Amount Due This Invoice :	\$650.67
----------------------------------	-----------------



EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 98620409

Phase : 23 -- CONTRACT CLOSEOUT

Multiplier Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Amount</u>
Principal Professional 1			
Kevin Castro	3/16/2015	0.50	107.04

		0.50	
Service Group Support 3			
Marianne VanHoute	3/3/2015	0.50	25.03
	3/4/2015	0.50	25.03
	3/6/2015	1.00	50.05
	3/13/2015	0.50	25.03
	3/16/2015	0.25	12.51

		2.75	137.64
			244.68

Regular Expenses

<u>Vendor Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
POSTAGE					
UNITED PARCEL SERVICE	337106221	3/17/2015	7.75	1.000	7.75
					7.75

Unit Pricing

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
PA Postage					
GHD CSI - 042337	58	2/5/2015	2.24	1.00	2.24
SCANNING 24 x 36					
GHD CSI - 042337	65	3/12/2015	264.00	1.50	396.00
					398.24

Total Phase : 23 -- CONTRACT CLOSEOUT

Labor : 244.68
Expense : 405.99

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$650.67

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
 Town Hall
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-7814

Date Voucher Received		Voucher No.
Fund-Appropriation	Amount	
6055.0200	\$ 321.12	
Total		\$ 321.12
Abstract #		

Department: Engineering

CLAIMANT'S
 NAME
 AND
 ADDRESS

GHD Consulting Services, Inc.
 Box 200272
 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days

Invoice # 98620642

Dates	Quantity – Description of Materials or Services	Unit Price	Amount
4/27/15	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.		321.12
		TOTAL	321.12

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO _____, certify that the above account in the amount of \$ 321.12 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.

4/27/2015 _____ SERVICE GROUP MANAGER WATER
 Date Signature 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.



EIN 15-0430700

Remit EFT Payments To:
 Account #: 246000074
 ABA #: 022000020
Remit Checks To:
 GHD Consulting Services Inc.
 Box-200272
 Pittsburgh, PA 15251-0272

**TOWN OF NEWBURGH
 TOWN ENGINEER
 1496 ROUTE 300
 NEWBURGH, NY 12550**

**Invoice # : 98620642
 Invoice Date : 4/27/2015
 Project : 8612141
 Client : 860121
 Invoice Group: 01**

Attention: JIM OSBORNE, P.E.

Billing Period through 4/19/2015

**TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
 Phase Services - Hourly Services**

Services beyond Substantial Completion and Additional Services:

**Contract Value = \$845,000
 This Invoice: \$ 321.12
 Invoiced-to-date: \$ 884,039.04**

**Value exceed current estimated hourly budget. Refer to GHD letter dated
 February 14, 2014 regarding Additional Services Not Requiring Owners
 Written Authorization.**

Post Construction Phase ended November 12, 2014.

Professional Services

Multiplier Labor	321.12
------------------	--------

Amount Due This Invoice :	\$321.12
----------------------------------	-----------------



EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 98620642

Phase : 23 -- CONTRACT CLOSEOUT

Multiplier Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Amount</u>
Principal Professional 1			
Kevin Castro	3/24/2015	1.50	321.12
		----- 1.50	
	Multiplier Labor		321.12

Total Phase : 23 -- CONTRACT CLOSEOUT

Labor :	321.12
Expense :	0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$321.12



EIN 15-0430700

Remit EFT Payments To:
 Account #: 246000074
 ABA #: 022000020
Remit Checks To:
 GHD Consulting Services Inc.
 Box-200272
 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH
 TOWN ENGINEER
 1496 ROUTE 300
 NEWBURGH, NY 12550

Invoice #: 98620912
 Invoice Date: 6/2/2015
 Project: 8612141
 Client: 860121
 Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 5/24/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
 Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000
 This Invoice: \$ 6,537.14
 Invoiced-to-date: \$ 890,576.18

Value exceed current estimated hourly budget. Refer to GHD letter dated
 February 14, 2014 regarding Additional Services Not Requiring Owners
 Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Multiplier Labor	6,368.27
------------------	----------

Reimbursable Expenses

Expenses	10.74
Unit Pricing	158.13

Amount Due This Invoice :	\$6,537.14
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EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 98620912

Phase : 20 -- DAT WTP Const. Eng. Beyond Substant

Construction Engineering Services beyond the date of substantial completion.

Multiplier Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Amount</u>
Principal Professional 1			
James Fuller	4/24/2015	2.00	438.49
	4/27/2015	2.00	438.49
		----- 4.00	----- 876.98
Multiplier Labor			876.98

Total Phase : 20 -- DAT WTP Const. Eng. Beyond Substant

Labor : 876.98
Expense : 0.00

Phase : 23 -- CONTRACT CLOSEOUT

Multiplier Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Amount</u>
Drafter 2			
Christopher Mansfield	4/29/2015	1.00	72.74
		----- 1.00	
Principal Professional 1			
James Fuller	5/12/2015	0.50	109.62
	5/14/2015	1.50	328.87
		----- 2.00	----- 438.49
Kevin Castro	4/21/2015	0.50	107.04
	4/22/2015	4.00	856.31
	4/28/2015	0.50	107.04
	5/1/2015	0.50	107.04
	5/12/2015	1.00	214.08
		----- 6.50	----- 1,391.51
Total: Principal Professional 1		8.50	1,830.00
Professional 1			
Thomas Assimon	4/28/2015	0.50	68.30
		----- 0.50	
Professional 2			
David Napolitano	4/24/2015	3.00	338.62
	5/12/2015	4.00	451.49
	5/14/2015	1.00	112.87
		----- 8.00	----- 902.98
Senior Professional 1			
Werner Henneberg	4/24/2015	0.25	43.36
	4/27/2015	1.75	303.54



EIN 15-0430700

Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice #: 98620912

Total Phase: 23 -- CONTRACT CLOSEOUT

Labor : 5,491.29

Expense : 168.87

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$6,537.14

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
 Town Hall
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-7814

Date Voucher Received		Voucher No.
Fund-Appropriation	Amount	
6055.0200	\$ 876.14	
Total		\$ 876.14
Abstract #		

Department: Engineering

CLAIMANT'S
 NAME
 AND
 ADDRESS

GHD Consulting Services, Inc.
 Box 200272
 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days

Invoice #98621415

Dates	Quantity - Description of Materials or Services	Unit Price	Amount
6/30/2015	TOWN OF NEWBURGH - DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES - HOURLY SERVICES.		\$876.14
		TOTAL	\$876.14

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO _____, certify that the above account in the amount of \$ 876.14 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.

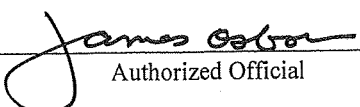
6/30/2015
 Date


 Signature

PRINCIPAL
 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



EIN 15-0430700

Remit EFT Payments To:
 Account #: 246000074
 ABA #: 022000020
Remit Checks To:
 GHD Consulting Services Inc.
 Box-200272
 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH
 1496 ROUTE 300
 NEWBURGH, NY 12550

Attention: JIM OSBORNE, P.E.

Invoice #: 98621415
 Invoice Date: 6/30/2015
 Project: 8612141
 Client: 860121
 Invoice Group: 01

Billing Period through 6/30/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
 Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000
 This Invoice: \$876.14
 Invoiced-to-date: \$891,452.32

Value exceed current estimated hourly budget. Refer to GHD letter dated
 February 14, 2014 regarding Additional Services Not Requiring Owners
 Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Multiplier Labor	876.14
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Amount Due This Invoice :	\$876.14
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EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 98621415

Phase : 20 -- DAT WTP Const. Eng. Beyond Substant

Construction Engineering Services beyond the date of substantial completion.

Multiplier Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Amount</u>
Principal Professional 1			
James Fuller	5/29/2015	1.00	219.25
	6/19/2015	1.25	274.06
		----- 2.25	----- 493.30
Multiplier Labor			493.30

Total Phase : 20 -- DAT WTP Const. Eng. Beyond Substant

Labor : 493.30

Expense : 0.00

Phase : 23 -- CONTRACT CLOSEOUT

Multiplier Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Amount</u>
Principal Professional 1			
Kevin Castro	6/25/2015	0.50	107.04
		----- 0.50	
Professional 2			
David Napolitano	5/27/2015	1.00	112.87
	6/23/2015	1.00	112.87
		----- 2.00	----- 225.75
Service Group Support 3			
Marianne VanHoute	5/29/2015	0.50	25.03
	6/18/2015	0.50	25.03
		----- 1.00	----- 50.05
Multiplier Labor			382.84

Total Phase : 23 -- CONTRACT CLOSEOUT

Labor : 382.84

Expense : 0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$876.14

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
 Town Hall
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-7814

Date Voucher Received		Voucher No.
Fund-Appropriation	Amount	
6055-0200	\$1,455.84	
Total	\$1,455.84	
Abstract #		

Department: Engineering

CLAIMANT'S
 NAME
 AND
 ADDRESS

GHD Consulting Services, Inc.
 Box 200272
 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days

Invoice #51003

Dates	Quantity - Description of Materials or Services	Unit Price	Amount
7/26/2015	TOWN OF NEWBURGH - DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES - HOURLY SERVICES.		\$1,455.84
		TOTAL	\$1,455.84

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO _____, certify that the above account in the amount of \$ 1,455.84 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.

8/31/2015 _____
 Date Signature

PRINCIPAL
 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



EIN 15-0430700

Remit EFT Payments To:
 Account #: 246000074
 ABA #: 022000020
Remit Checks To:
 GHD Consulting Services Inc.
 Box-200272
 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH
 TOWN ENGINEER
 1496 ROUTE 300
 NEWBURGH, NY 12550

Invoice #: 51003
 Invoice Date: 8/14/2015
 Project: 8612141
 Client: 860121
 Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 7/26/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
 Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000
 This Invoice: \$1,455.84
 Invoiced-to-date: \$892,908.16

Value exceed current estimated hourly budget. Refer to GHD letter dated
 February 14, 2014 regarding Additional Services Not Requiring Owners
 Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor	1,455.84
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Amount Due This Invoice :	\$1,455.84
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EIN 15-0430700

Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice #: 51003

Phase: 23 -- CONTRACT CLOSEOUT

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ENGINEER				
David Napolitano	7/1/2015	1.00	115.08	115.08
	7/8/2015	1.00	115.08	115.08
	7/9/2015	5.00	115.08	575.40
	7/13/2015	0.50	115.08	57.54
	7/14/2015	0.50	115.08	57.54
				----- 920.64
PRINCIPAL				
Kevin Castro	7/9/2015	0.50	214.08	107.04
	7/23/2015	1.00	214.08	214.08
	7/25/2015	1.00	214.08	214.08
				----- 535.20
				Rate Schedule Labor 1,455.84

Total Phase: 23 -- CONTRACT CLOSEOUT

Labor : 1,455.84
Expense : 0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$1,455.84

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
 Town Hall
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-7814

Date Voucher Received		Voucher No.
Fund-Appropriation	Amount	
6055.0200	\$2094.16	
Total		\$2094.16
Abstract #		

Department: Engineering

CLAIMANT'S
 NAME
 AND
 ADDRESS

GHD Consulting Services, Inc.
 Box 200272
 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days

Invoice #51299

Dates	Quantity - Description of Materials or Services	Unit Price	Amount
8/26/2015	TOWN OF NEWBURGH - DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES - HOURLY SERVICES.		\$2,094.16
TOTAL			\$2,094.16

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO _____, certify that the above account in the amount of \$2,094.16 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.

8/26/2015 _____
 Date Signature

PRINCIPAL
 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



EIN 15-0430700

Remit EFT Payments To:
 Account # 246000074
 ABA # 022000020

Remit Checks To:
 GHD Consulting Services Inc.
 Box-200272
 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH
 TOWN ENGINEER
 1496 ROUTE 300
 NEWBURGH, NY 12550

Invoice # : 51299
 Invoice Date : 8/26/2015
 Project : 8612141
 Client : 860121
 Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 8/23/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
 Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000
 This Invoice: \$2,094.16
 Invoiced-to-date: \$895,002.32

Value exceed current estimated hourly budget. Refer to GHD letter dated
 February 14, 2014 regarding Additional Services Not Requiring Owners
 Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor	337.20
Multiplier Labor	1,584.46

Reimbursable Expenses

Unit Pricing	172.50
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Amount Due This Invoice :	\$2,094.16
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EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 51299

Phase : 23 -- CONTRACT CLOSEOUT

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ENGINEER				
David Napolitano	8/3/2015	2.00	115.08	230.16
PRINCIPAL				
Kevin Castro	8/4/2015	0.50	214.08	107.04
Rate Schedule Labor				337.20

Multiplier Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Amount</u>	
ENGINEER				
David Napolitano	7/28/2015	3.00	345.25	
	7/29/2015	4.00	460.33	
	7/30/2015	4.00	460.33	
		11.00	1,265.91	
Engineer D3				
Thomas Devine	7/28/2015	0.50	63.91	
	7/29/2015	0.50	63.91	
		1.00	127.82	
Engineer E1				
Werner Henneberg	7/29/2015	0.50	69.45	
		0.50		
PRINCIPAL				
Kevin Castro	7/31/2015	0.50	93.75	
		0.50		
Technical Support B1				
Marianne VanHoute	7/28/2015	0.50	27.53	
		0.50		
Multiplier Labor				1,584.46

Unit Pricing

<u>Vendor / Employee Name</u>	<u>Doc Nbr</u>	<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
2015 Billable Mileage					
GHD INC.	51	6/22/2015	300.00	0.575	172.50
Unit Pricing					172.50

Total Phase : 23 -- CONTRACT CLOSEOUT

Labor : 1,921.66
Expense : 172.50

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$2,094.16

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
 Town Hall
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-7814

Date Voucher Received		Voucher No.
Fund-Appropriation	Amount	
6055.0200	\$5,630.87	
Total		\$5,630.87
Abstract #		

Department: Engineering

CLAIMANT'S
 NAME
 AND
 ADDRESS

GHD Consulting Services, Inc.
 Box 200272
 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days

Invoice #51035

Dates	Quantity - Description of Materials or Services	Unit Price	Amount
9/25/2015	TOWN OF NEWBURGH - DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES - HOURLY SERVICES.		\$5,630.87
TOTAL			\$5,630.87

CLAIMANT'S CERTIFICATION

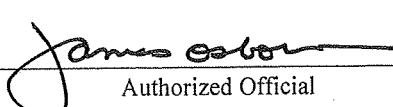
I, KEVIN CASTRO _____, certify that the above account in the amount of \$5,630.87 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9/25/2015
 Date


 Signature

PRINCIPAL
 Title

(Space below for municipal use)

DEPARTMENT APPROVAL	APPROVAL FOR PAYMENT
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.	This claim is approved and ordered paid from the appropriations indicated above.
 Date _____ Authorized Official	_____ _____ _____ _____ Date _____ Auditing Board



EIN 15-0430700

Remit EFT Payments To:

Account # 246000074

ABA # 022000020

Remit Checks To:

GHD Consulting Services Inc.

Box-200272

Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH
TOWN ENGINEER
1496 ROUTE 300
NEWBURGH, NY 12550

Invoice # : 51035
Invoice Date : 9/25/2015
Project : 8612141
Client : 860121
Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 9/20/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000
This Invoice: \$5,630.87
Invoiced-to-date: \$886,537.08

Value exceed current estimated hourly budget. Refer to GHD letter dated
February 14, 2014 regarding Additional Services Not Requiring Owners
Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor 5,630.87

Amount Due This Invoice : \$5,630.87



EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 51035

Phase : 23 -- CONTRACT CLOSEOUT

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ENGINEER				
David Napolitano	9/2/2015	3.50	115.08	402.78
	9/3/2015	1.50	115.08	172.62
	9/16/2015	2.00	115.08	230.16
	9/17/2015	4.00	115.08	460.32
				----- 1,265.88
Engineer E2				
Steven Blais	9/16/2015	0.25	140.01	35.00
Engineer F1				
James Fuller	7/7/2015	1.00	219.24	219.24
	7/8/2015	1.00	219.24	219.24
	7/9/2015	2.50	219.24	548.10
	7/10/2015	1.50	219.24	328.86
	7/28/2015	4.00	219.24	876.96
	7/30/2015	2.00	219.24	438.48
	8/4/2015	1.00	219.24	219.24
	8/24/2015	0.50	219.24	109.62
	9/7/2015	2.00	219.24	438.48
	9/9/2015	1.00	219.24	219.24
	9/10/2015	1.00	219.24	219.24
	9/14/2015	0.50	219.24	109.62
	9/16/2015	0.75	219.24	164.43
	9/17/2015	1.00	219.24	219.24
				----- 4,329.99

Rate Schedule Labor **5,630.87**

Total Phase : 23 -- CONTRACT CLOSEOUT

Labor : 5,630.87
Expense : 0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$5,630.87

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
 Town Hall
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-7814

Date Voucher Received		Amount	Voucher No.
Fund-Appropriation			
6055.0200	\$ 2940.12		
Total		\$ 2940.12	
Abstract #			

Department: Engineering

CLAIMANT'S
 NAME
 AND
 ADDRESS

GHD Consulting Services, Inc.
 Box 200272
 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days

Invoice #51756

Dates	Quantity - Description of Materials or Services	Unit Price	Amount
11/16/2015	TOWN OF NEWBURGH - DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES - HOURLY SERVICES.		\$2,940.12
		TOTAL	\$2,940.12

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO _____, certify that the above account in the amount of \$2,940.12 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.

11/16/2015 _____
 Date Signature

PRINCIPAL
 Title

(Space below for municipal use)

DEPARTMENT APPROVAL	APPROVAL FOR PAYMENT
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.	This claim is approved and ordered paid from the appropriations indicated above.
_____	_____
_____	_____
_____	_____
Date <u>James Colon</u> Authorized Official	Date _____ Auditing Board



EIN 15-0430700

Remit EFT Payments To:

Account #: 246000074

ABA #: 022000020

Remit Checks To:

GHD Consulting Services Inc.

Box-200272

Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH

TOWN ENGINEER

1496 ROUTE 300

NEWBURGH, NY 12550

Invoice #: 51756

Invoice Date: 11/16/2015

Project: 8612141

Client: 860121

Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 10/25/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000

This Invoice: \$2,940.12

Invoiced-to-date: \$889,477.20

Value exceed current estimated hourly budget. Refer to GHD letter dated
February 14, 2014 regarding Additional Services Not Requiring Owners
Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor

2,940.12

Amount Due This Invoice :

\$2,940.12



EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 51756

Phase : 23 -- CONTRACT CLOSEOUT

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ENGINEER				
David Napolitano	9/21/2015	1.50	115.08	172.62
	9/22/2015	4.00	115.08	460.32
	9/23/2015	5.00	115.08	575.40
	9/24/2015	2.00	115.08	230.16
	9/28/2015	1.00	115.08	115.08
	9/29/2015	1.00	115.08	115.08
	10/5/2015	0.50	115.08	57.54
	10/8/2015	1.00	115.08	115.08
	10/19/2015	2.00	115.08	230.16
				----- 2,071.44
Engineer B2				
Nathaniel Medford	9/21/2015	1.00	99.61	99.61
	9/22/2015	2.00	99.61	199.22
				----- 298.83
PRINCIPAL				
Kevin Castro	10/9/2015	0.50	243.75	121.88
	10/19/2015	0.50	243.75	121.88
	10/22/2015	0.50	243.75	121.88
				----- 365.64
Secretary D3				
Debra Russell	10/14/2015	1.00	95.22	95.22
	10/16/2015	1.00	95.22	95.22
				----- 190.44
Technical Support B1				
Marjanne VanHoute	10/13/2015	0.25	55.06	13.77
Rate Schedule Labor				2,940.12

Total Phase : 23 -- CONTRACT CLOSEOUT

Labor : 2,940.12
Expense : 0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$2,940.12

DO NOT WRITE IN THIS BOX

TOWN OF NEWBURGH
 Town Hall
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-7814

Date Voucher Received		Voucher No.
Fund-Appropriation	Amount	
6055.0200	\$ 378.37	
Total		\$ 378.37
Abstract #		

Department: Engineering

CLAIMANT'S
 NAME
 AND
 ADDRESS

GHD Consulting Services, Inc.
 Box 200272
 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days

Invoice #51977

Dates	Quantity - Description of Materials or Services	Unit Price	Amount
12/27/2015	TOWN OF NEWBURGH - DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES - HOURLY SERVICES.		\$378.37
		TOTAL	\$378.37

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO, certify that the above account in the amount of \$378.37 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/04/2016
 Date


 Signature

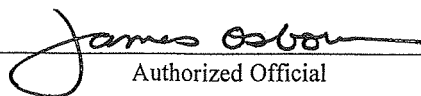
PRINCIPAL
 Title

(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



EIN 15-0430700

Remit EFT Payments To:
 Account # 246000074
 ABA # 022000020
Remit Checks To:
 GHD Consulting Services Inc.
 Box-200272
 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH
 TOWN ENGINEER
 1496 ROUTE 300
 NEWBURGH, NY 12550

Invoice # : 52516
 Invoice Date : 12/27/2015
 Project : 8612141
 Client : 860121
 Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 12/20/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction
 Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000
 This Invoice: \$378.37
 Invoiced-to-date: \$889,855.57

Value exceed current estimated hourly budget. Refer to GHD letter dated
 February 14, 2014 regarding Additional Services Not Requiring Owners
 Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor

378.37

Amount Due This Invoice :

\$378.37



EIN 15-0430700

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 52516

Phase : 23 -- CONTRACT CLOSEOUT

Rate Schedule Labor

<u>Class / Employee Name</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
ENGINEER				
David Napolitano	10/26/2015	1.00	115.08	115.08
Engineer A1				
Ani Zipkin	11/6/2015	0.25	78.13	19.53
PRINCIPAL				
Kevin Castro	11/6/2015	0.50	243.75	121.88
	11/10/2015	0.50	243.75	121.88

				243.76

Rate Schedule Labor 378.37

Total Phase : 23 -- CONTRACT CLOSEOUT

Labor : 378.37

Expense : 0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$378.37



TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board

From: Cheryl Cunningham, Animal Control

Subject: Authorization to pay Veterinarian Services Utilizing T-94 Account

Date: July 27, 2016

I am requesting authorization to use the T-94 account to pay for veterinary services from:
TARA

Totaling: \$50.00

Feline:

Canine: \$50.00

Attached please find the bills.

Thank you,
Cheryl Cunningham

Cc: Ron Clum, Accountant

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

Order No.

DO NOT WRITE IN THIS BOX

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

T.A.R.A., Inc.
P.O. Box 185
Warwick, NY 10990

TERMS _____

Vendor's
Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price		Amount
7-26-16		Canine Castration Ear Cleaning Penicillin (Comb-Pen-48) Carprofen 100mg Caplet 1yr Rabies Vaccine NYS Grant			80.00
					-30.00
					50.00
(See Instructions on Reverse Side)					
					TOTAL 50.00

CLAIMANT'S CERTIFICATION

I, Dominic Perez, certify that the above account in the amount of \$ 50.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

7-26-16
DATE

[Signature]
SIGNATURE

[Signature]
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

INVOICE

The Animal Rights Alliance, Inc. (TARA)

60 Enterprise Place
Middletown, NY 10941
845-343-1000

Low-Cost Spay/Neuter Clinic

FOR: Town of Newburgh Animal Control
645 Gilney Ave
Newburgh, NY 12250
(845) 561-3344

Printed: 07-26-16 at 11:19a
Date: 07-26-16
Account: 9241
Invoice: 27698

Date	For	Qty	Description	Net Price
07-26-16	Jerry <i>D.B</i>	1	Castration, Canine	80.00
07-26-16		1	Ear Cleaning	0.00
07-26-16		1	Penicillin (Combi-Pen-48)	0.00
07-26-16		4	Carprofen, 100mg, Caplet	0.00
			Give 1 1/3 tablet(s) once daily (every 24 hours). Give by mouth. Give with food. If vomiting or diarrhea occurs, discontinue use.	
07-26-16		1	Rabies Vaccination, 1 Year	0.00
07-26-16		1	NYS Animal Shelter (Grant)	-30.00

Old balance	Charges	Payments	New balance
135.00	50.00	0.00	185.00

Remarks:

Fleas

Copy machine for Town Hall mail room based on 48 month lease.
Lease includes oversized scanner feeder, fax and printer

Toshiba
\$ 216.00

Richo
\$ 240.78

Cannon
\$ 208.00

The Toshiba as the machine is capable of 45 sheets per minute.
Cannon is 25 sheets per minute

I am recommending we lease the Toshiba Machine 48 months at \$ 216.00



Black and White Option: Toshiba e-Studio 4508A

Fair Market Value Lease Option:

	<u>39 Months</u>	<u>48 Months</u>	<u>63 Months</u>
Toshiba e-Studio 4508A	\$107.00/mo	\$93.00/mo	\$74.00/mo
300 Sheet Dual Scan Doc. Feeder	\$21.00/mo	\$18.00/mo	\$15.00/mo
2,000 Sheet Letter Drawer	\$7.00/mo	\$6.00/mo	\$5.00/mo
Internal Fax	\$8.00/mo	\$7.00/mo	\$6.00/mo

*\$ 118 MO
98 CONTRACT*

Purchase Option:

Toshiba e-Studio 4508A	\$3,709.00	<i>\$ 216</i>
300 Sheet Dual Scan Doc. Feeder	\$735.00	
2,000 Sheet Letter Drawer	\$388.00	
Internal Fax	\$294.00	

Toshiba Total Quality Service

\$98.00/month annual contract (If leasing billed as one combined payment)

- **ALL MAINTENANCE AND REPAIRS**
- *10,000*
~~2,500~~ **Black Images Monthly**
- **ALL SUPPLIES (Except paper & staples)**
- **Overages Billed Quarterly At: \$0.0098 Per Black Image**

TOSHIBA
BUSINESS SOLUTIONS



Gil Piaquadio <supervisor@townofnewburgh.org>

Proposal pricing

1 message

Karl Robisch <Karl.Robisch@tbs.toshiba.com>

Thu, Jul 28, 2016 at 9:01 AM

To: "supervisor@townofnewburgh.org" <supervisor@townofnewburgh.org>

Good morning Gil,

The quote of 2,500 images month was incorrect-it should have been 10,000 images monthly. My apology for the error. Do you have any other questions?

Karl Robisch*Account Executive*

230 North Plank Road

Newburgh, New York 12550

845-913-7325 Direct

845-702-2144 Cell

Karl.Robisch@tbs.toshiba.com

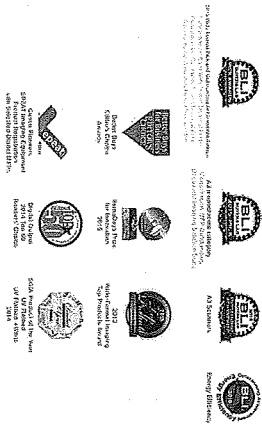


This message (and any attached files) is secret, confidential and proprietary and is intended solely for specific addressee(s). If the reader of this message is not the intended recipient, please notify the sender immediately by reply email and delete it and all backup copies immediately.

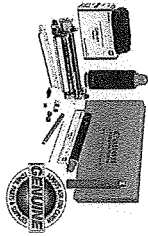
Canon Proposal For Town Of Newburgh

Current Equipment	Quantity	Pages Per Minute	Print		Paper Trays	Scanning	Service Mo.		
			Drivers	Faxing			Payment	48 Month Lease	60 Month Lease
imageRunner Advanced 4225	1	25 B/W	PCL	Super G3	2 x 550 Sheets	Network Scanning	BW @ \$0.0095 10,000 B/W Mo Inc.	\$208.00	\$187.00

Canon Product Awards and Honors



FORTUNE
WORLD'S MOST
ADMIRED
COMPANIES
2012



All Charges are fixed for life of the lease.



Canon
CANON SOLUTIONS AMERICA

Our All-inclusive Service covers all parts, labor, drums, maintenance, and toner (except paper and staples)

Benefits:

- * Includes DELIVERY, INSTALLATION, NETWORKING, TRAINING.
- * Fixed Service Overage Charge for the LIFE OF LEASE
- * Billing: Newburgh, NY
- * Purchase Cost \$4,959.00

Canon
CANON SOLUTIONS AMERICA

\$90.00 MD
Service covered if machine is returned

Recost

Town of Newburgh Supervisor	BW Current	BW Proposal
Product Model	MP4001	MP5054
Document Feeder Capacity	100 sheet	220 sheet
Black and white contract images	N/A	10,000/month
Black and white overage cost	0.015 per copy	0.0067 per copy
Payment/Month for 48 months	N/A	\$240.78*
Payment/Month for 60 months	N/A	\$219.5*
Payment/Purchase with service for 36 months		\$6,462.3 plus \$67 per month
*Includes Labor, Parts, Toner		

Includes 1 year of Intergrated Cloud Environment Solution (ICE) Scanning Feature

If ICE not renewed after 1 year, Payment reduced by \$8.88 per month for 60 months and \$10.10 for 48 months option

W



1763

ALICE BIASOTTI

TOWN BOARD

TOWN OF NEW WINDSOR
RECREATION DEPARTMENT

GEORGE GREEN
TOWN SUPERVISOR

Director of Parks, Recreation, Buildings & Grounds
PATRICIA MULLARKEY

Matt Veronesi

ERIC LUNDSTROM
244 UNION AVENUE

ANDREW REGENBUAM

NEW WINDSOR, NEW YORK 12553

845-565-7750

FAX: 845-569-7932

<http://town.new-windsor.ny.us>

July 27, 2016

Town of Newburgh Recreation Department
Attention: Rob Petrillo
Commissioner
311 Route 32
Newburgh, NY 12550

Dear Mr. Petrillo:

As per your request this in an official letter requesting the use of your mobile trailer stage for our Town of New Windsor Community Day which will be Saturday August 27th, 2016. We plan on using it as a second stage in the kid's area.

We would need the stage the day before for set up. I can send my guys to pick it up if you like. Your consideration is greatly appreciated. Thanks so much.

Sincerely,

Matt Veronesi
Director of Parks, Recreation, Buildings & Grounds

16 x

Andy Zarutskie

To: carleque@aol.com
Subject: RE: Ethics Board

From: carleque@aol.com [mailto:carleque@aol.com]
Sent: Wednesday, July 27, 2016 8:58 PM
To: town-clerk@townofnewburgh.org
Subject: Re: Ethics Board

Dear Andy,
I will be honored to continue to serve on on the Ethics Board.
Thank you,
Karl Najork

Andy Zarutskie

To: David Violante
Subject: RE: Ethics Board

From: David Violante [<mailto:david.violante@gmail.com>]
Sent: Wednesday, July 27, 2016 4:25 PM
To: 'Andy Zarutskie'; CARLEQUE@aol.com
Cc: wmmurphy30@verizon.net
Subject: RE: Ethics Board

I am happy to continue on as you need ~

David
