

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

WORKSHOP MEETING AGENDA
Monday, August 27, 2018
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. DISCUSSION: Natural Gas Facility Leakage DEC Regulations
7. ASSESSOR: Pilot Travel Center Tax Certiorari
8. TAX CAP: Schedule Public Hearing
9. ZONING: Route 17K Site Discussion Mixed Use
10. POLICE: Car Fax Accident Reports
11. ENGINEERING: Establishment of Drainage District
12. ANIMAL CONTROL: T-94 Withdrawal
13. LICENSE: Wintergreen Avenue
14. DISCUSSION: County Hazard Mediation and Plan Resolution
15. ORANGE LAKE FIRE DISTRICT: Request for Fence and Generator
16. ACCOUNTING: Budget Transfer
17. CRONOMER HILL PARK: Senior and Recreation Center
18. PURCHASE OF TOWN LAND: Rivera Request
19. HIRING OF GRANT WRITER
20. WATER DEPARTMENT:
 - A. Software Based Dialer Alarm for Chadwick Lake Filtration Plant
 - B. Vehicle Purchase Approval
21. DATA PROCESSING: Assessor's Office
 - A. Purchase of Hardware from Office Depot
 - B. Expenditure from Computer Reserve Account
22. CHANGES TO DISCRIMINATORY HARASSMENT POLICY
23. ADJOURNMENT



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: AIR EMISSIONS REGULATIONS TO BE DEVELOPED BY
THE NYS DEPARTMENT OF ENVIRONMENTAL
CONSERVATION

OUR FILE NO. 800.1(B)(29)(2018)

DATE: AUGUST 20, 2018

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

At Supervisor Piaquadio's request, enclosed please find the following resolution regarding the above referenced Air Emissions Regulations:

RESOLUTION REGARDING THE CONTENT OF AIR EMISSIONS REGULATIONS TO BE DEVELOPED BY THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION AFFECTING NATURAL GAS INFRASTRUCTURE FACILITIES.

This is a modified version of a form resolution on the matter which was forwarded to the Supervisor.

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

MCT:kac
Enclosures

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

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 _____ day
of August, 2018 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 REGARDING THE CONTENT
OF AIR EMISSIONS REGULATIONS TO BE
DEVELOPED BY THE NYS DEPARTMENT
OF ENVIRONMENTAL CONSERVATION
AFFECTING NATURAL GAS
INFRASTRUCTURE FACILITIES

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

WHEREAS, the Town Board of the Town of Newburgh has a principal responsibility to
protect the health and safety of its residents, businesses and institutions; and

WHEREAS, further build-out of natural gas infrastructure, including but not limited to
pipelines and distribution networks, compressor stations, power plants, combustion heating
systems, metering and regulation stations, and pigging stations has been undertaken and proposed
in New York State; and

WHEREAS, emissions from-natural gas infrastructure facilities have been linked by
researchers to adverse health impacts; and-

WHEREAS, methane is the primary ingredient of natural gas and a potent greenhouse
gas; and

WHEREAS, natural gas leaks at system stages, including extraction, processing,
transmission, distribution, and end-use consumption; and

WHEREAS, natural gas is also released intentionally for testing, cleaning and
maintenance and unintentionally during "blowdowns" at compressor stations on natural gas
pipelines; and

WHEREAS, the NYS Department of Environmental Conservation (DEC) has announced
that it intends to rewrite or revise oil and gas air emission regulations; and

WHEREAS, rewritten or revised DEC regulations should address:

- (i) the use of best available technology for facilities,
- (ii) the use of emission control technologies for all gas infrastructure facilities that would provide a floor of protection,
- (iii) air monitoring of pollutants and methane in real time for gas infrastructure facilities and requirements that such data be made available to public,
- (iv) independent verification of compliance,
- (v) inspection of gas infrastructure facilities to detect and eliminate natural gas leakage,
- (vi) advanced notification of all planned compressor station blowdowns to vent natural gas for tests or maintenance and other chemical releases, and notification immediately following all unplanned blowdowns or other chemical releases in order for residents, public officials and first responders to take prompt emergency action,
- (vii) currently exempt emission sources that exist at gas infrastructure sites and non-combustion emission sources,
- (viii) best management practices for gas infrastructure facilities to ensure protection of public health, safety, and the environment, and
- (ix) replacement or retrofit of technology and the update of site practices for existing gas infrastructure facilities; and-

WHEREAS, the U.S. Environmental Protection Agency hosts a voluntary Natural Gas Star program for partner companies to implement technologies and practices for the reduction of methane emissions and document results.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh, in the interest of protecting its residents, businesses and institutions, strongly urges the DEC to adopt regulations that address:

1. Installation and use of readily available technology to lower emission rates at all new and existing gas infrastructure facilities; and
2. Non-combustion and currently exempt emission sources; and

3. Installation and use of specific emission control technology; and
4. Implementation of practices, identified through the National Gas Star program and elsewhere, to reduce natural gas leakage and blowdowns; and
5. Installation and use of air monitoring, with such data made readily available to the public, such as by online access; and
6. On-site verification of compliance with regulatory requirements and permit conditions; and
7. Inspection by DEC or independent registered personnel at regular intervals with reports submitted to the DEC and made available to the public to detect and ensure timely elimination of natural gas leaks at gas infrastructure facilities using comprehensive detection methods and remote sensing along pipelines; and
8. Advance notification to any Village Trustees/Town Board/City Council/County Legislature requesting it of all planned compressor station blowdowns, regardless of size, and other chemical releases; notification within 30 minutes of all unplanned blowdowns, regardless of size, and other chemical releases at all gas infrastructure facilities; and suspension of planned blowdowns or other chemical releases when weather conditions would increase exposure to air pollutants; and
9. Timely replacement or retrofit of technology and update of site practices for existing gas infrastructure facilities to ensure compliance with current regulatory requirements and best management practices; and
10. Chain of custody records and tracking for all industrial waste removed from gas infrastructure facilities, and
11. Best management practices and protocols for gas infrastructure facilities to ensure protection of public health, safety, and the environment; and

BE IT FURTHER RESOLVED, that the Town Clerk of the Town of Newburgh shall forward a copy of this Resolution to the Hon. Andrew M. Cuomo, Governor of the State of New York, Commissioner Basil Segos, Commissioner of the NYS Department of Environmental Conservation, Commissioner Howard A. Zucker, Commissioner of the NYS Department of Health, the Hon. William J. Larkin, Jr., Senator for the 39TH District and the office of the member of the Assembly for the 104th District.

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

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

Elizabeth J. Greene, Councilman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piacquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on August _____, 2018 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh

INTRODUCTORY LOCAL LAW NO. 10 OF THE YEAR 2018

A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW 3-C

BE IT ENACTED by the Town Board of the Town of Newburgh, as follows:

Section 1. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Newburgh, County of Orange pursuant to General Municipal Law § 3-c, and to allow the Town of Newburgh, County of Orange to adopt a town budget for (a) town purposes and (b) any other special or improvement district governed by the town board for the fiscal year 2019 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the town board.

Section 3. Tax Levy Limit Override

The Town Board of the Town of Newburgh, County of Orange is hereby authorized to adopt a budget(s) for the fiscal year 2019 that requires a real property tax levy in excess of the limit specified in General Municipal Law, §3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately.



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT
OUR FILE NO. 800.1(B)() (2017)

DATE: AUGUST 17, 2018

ATTORNEYS

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

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Enclosed please find the following draft resolution for the Board's consideration:

Resolution of Town Board Introducing Local Law to Override the Tax Levy Limit Established in General Municipal Law 3-C and Providing for Public Notice and Public Hearing.

Also enclosed is a copy of the proposed Introductory Local Law.

MCT/sel

Enc.

cc: Andrew J. Zarutskie, Town Clerk
Debbie Smith, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

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 August, 2018 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 Manley, Councilman

RESOLUTION OF TOWN BOARD
INTRODUCING LOCAL LAW
TO OVERRIDE THE TAX
LEVY LIMIT ESTABLISHED
IN GENERAL MUNICIPAL LAW
ARTICLE 3-C AND PROVIDING
FOR PUBLIC NOTICE AND
PUBLIC HEARING

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

BE IT RESOLVED that a Local Law to Override the Tax Levy Limit Established in General Municipal Law Article 3-C be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

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

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the ___th day of September, 2018 at 7:00 o'clock, p.m., and

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

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 Manlev, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



Gil Piquadio <supervisor@townofnewburgh.org>

Fwd: FW: CARFAX Enrollment form for Law Enforcement: The Town of Newburgh Police Department

1 message

Scott Manley <councilmanmanley@townofnewburgh.org>

Wed, Jul 11, 2018 at 2:31 PM

To: Gil Piquadio <supervisor@townofnewburgh.org>

----- Forwarded message -----

From: Donald Campbell <BCampbell@townofnewburghpd.org>

Date: Mon, Jul 9, 2018 at 10:53 AM

Subject: FW: CARFAX Enrollment form for Law Enforcement: The Town of Newburgh Police Department

To: Scott Manley <councilmanmanley@townofnewburgh.org>

From: DocuSign System [mailto:dse_na2@docusign.net]

Sent: Thursday, June 21, 2018 9:04 AM

To: Donald Campbell

Subject: CARFAX Enrollment form for Law Enforcement: The Town of Newburgh Police Department

Error! Filename not specified.

CARFAX POLICE
CRASH ASSISTANCE™



7

Christopher Peach sent you a document to review and sign.

REVIEW DOCUMENT

Christopher Peach

christopherpeach@carfax.com

Donald Campbell,

Please DocuSign Enrollment form for Law Enforcement The Town of Newburgh Police Department.pdf

Thank You, Christopher Peach

Powered by  DocuSign

town of Newburg Mail - Fwd: Fw: CARAX Enrollment form for Law Enforcement: The Town of Newburgh Police Department

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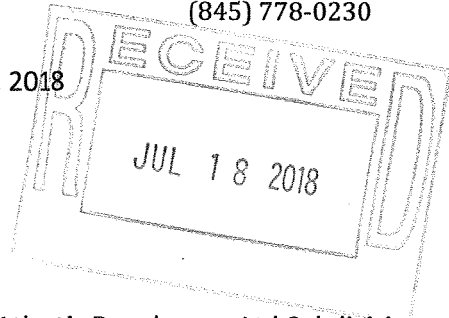
This message was sent to you by Christopher Peach who is using the DocuSign Electronic Signature Service. If you would rather not receive email from this sender you may contact the sender with your request.

MICHAEL J. AIELLO, PE, PLLC
CONSULTING ENGINEER

11

PO Box 226
Montgomery, NY 12549
(845) 778-0230

July 16, 2018



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

Re: Atlantic Developers, Ltd Subdivision
Gould Place

Dear Mr. Supervisor,

On behalf of Stanley Kardel, owner of parcel 26-3-26.51, we kindly request the Town Board entertain the establishment of a drainage district for the development referenced above. The most recent subdivision, approved in 2009, required that storm water treatment facilities be maintained by a homeowners' association (HOA). Considering the financial and logistical difficulty with an HOA administering such responsibility, the homeowners on Gould Place wish to turn over maintenance obligations to the Town via a special district. The detention pond, of which there is an easement for the HOA, is on Mr. Kardel's parcel, which was created with the third and most recent subdivision in 2009. The initial subdivision of the master tract of land was in 1991, followed by a further subdivision in 1997. Scaled reduced copies of these approved maps are enclosed with the associated drainage easements highlighted, along with a copy of the current detention pond maintenance declaration from 2009.

A Map, Plan and Report (MPR) will be submitted to the Town to formally initiate the action. However, at this time, we respectfully request confirmation that the Town Board is receptive to the establishment of such special district before efforts are made in compiling the MPR. Please advise as to how you would like us to proceed further. We are available to meet with you and the Board at your request.

Very truly yours,

A handwritten signature in dark ink, appearing to read "M. J. Aiello Jr." with a stylized flourish at the end.

Michael J. Aiello Jr., PE

cc: James Osborne, PE
Stan Kardel

Most Recent Subdivision 2009

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
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LEGEND

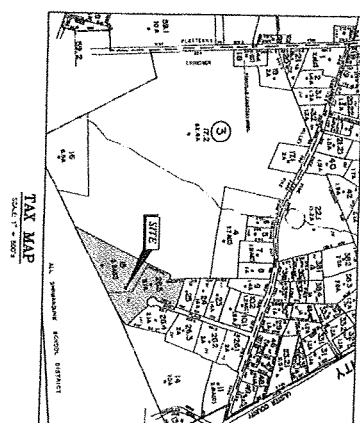
Symbol	Description
○	PROPOSED LOT
○	EXISTING LOT
○	EXISTING ROAD
○	EXISTING DRIVE
○	EXISTING SIDEWALK
○	EXISTING CURB
○	EXISTING UTILITY
○	EXISTING FENCE
○	EXISTING TREES
○	EXISTING WALLS
○	EXISTING FOUNDATIONS
○	EXISTING ROOF
○	EXISTING FLOOR
○	EXISTING CEILING
○	EXISTING WALL PAPER
○	EXISTING CARPET
○	EXISTING TILE
○	EXISTING STAIRS
○	EXISTING ELEVATORS
○	EXISTING MECHANICAL
○	EXISTING ELECTRICAL
○	EXISTING PLUMBING
○	EXISTING HVAC
○	EXISTING FIRE
○	EXISTING SECURITY
○	EXISTING ACCESSORIES

SITE PLAN SHEET INDEX

Sheet No.	Description
C-100	LEGEND AND GENERAL NOTES
C-101	SURVEY
C-102	FINAL SUBDIVISION PLAN
C-103	SEPTIC AND GRADING PLAN
C-104	EROSION CONTROL PLAN
C-201	DETAILS
C-202	DETAILS

ABBREVIATIONS

Symbol	Abbreviation	Description
○	PROPOSED LOT	...
○	EXISTING LOT	...
○	EXISTING ROAD	...
○	EXISTING DRIVE	...
○	EXISTING SIDEWALK	...
○	EXISTING CURB	...
○	EXISTING UTILITY	...
○	EXISTING FENCE	...
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○	EXISTING FIRE	...
○	EXISTING SECURITY	...
○	EXISTING ACCESSORIES	...



UTILITY CONTACTS

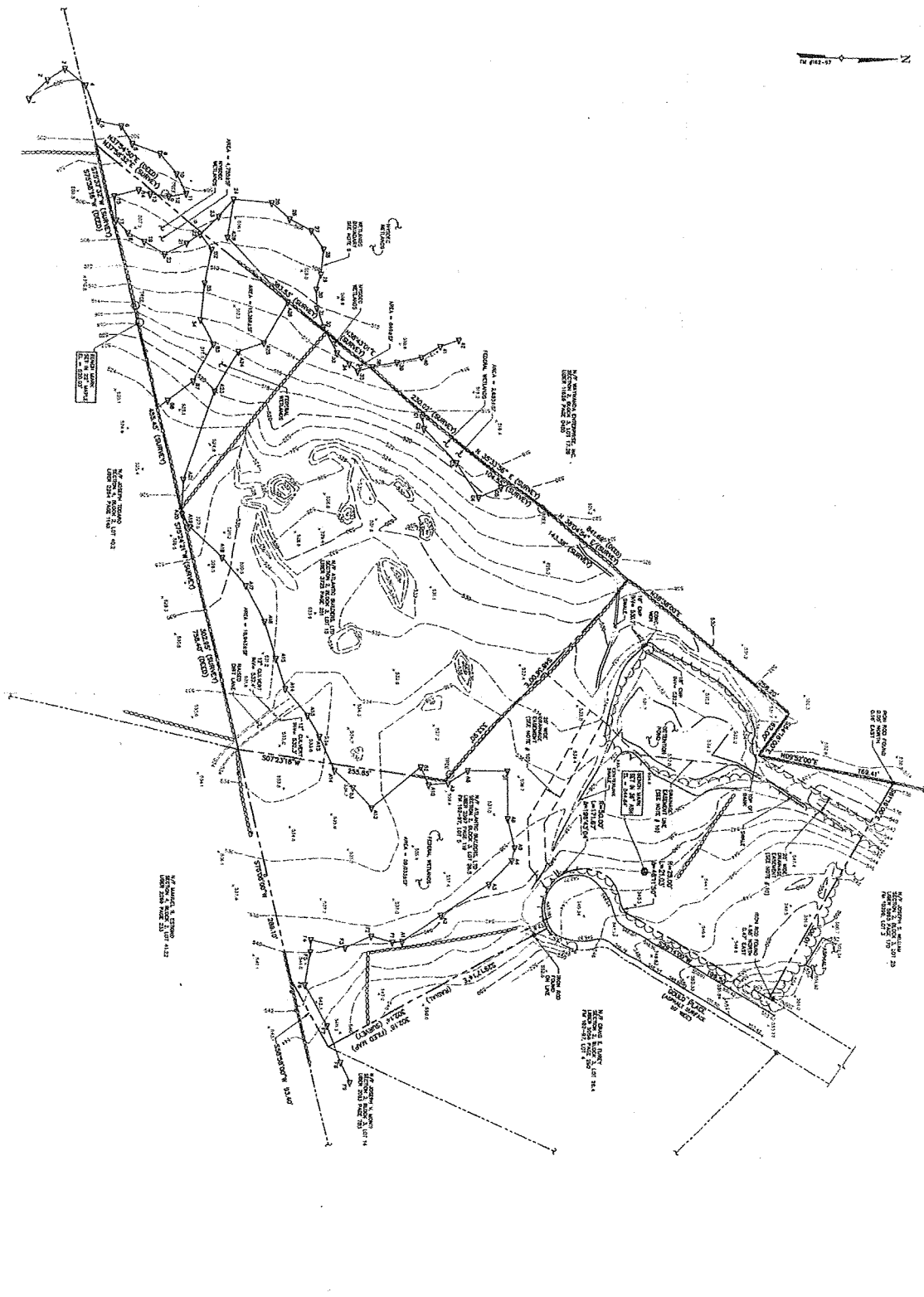
Utility	Contact	Address	Phone
Water	Orange County
Sewer	Orange County
Electric	Orange County
Gas	Orange County

OWNER/APPLICANT INFORMATION

Owner	ATLANTIC BUILDERS, LTD.
Address	148-45 JORDAN BLVD., FLUSHING, NY 11354
Project Name	ATLANTIC BUILDERS, LTD. PROJECT
Project Address	ORANGE COUNTY, NEW YORK
Project No.	4875.01
Sheet No.	C-100
Total Sheets	7

REVISIONS

No.	Description	Date
1
2
3
4
5
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7



THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DATA SUPPLIED BY THE CLIENT, NOR FOR THE CONSEQUENCES OF ANY OMISSIONS OR ERRORS. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN.

NO.	DATE	REVISION
1	1/27/2025	ISSUED
2	3/27/2025	REVISED & CORRECTED
3	10/27/2025	REVISED & CORRECTED

ATLANTIC RIVER AND HARBOUR AUTHORITY
PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PORT OF NEW YORK AND NEW JERSEY
PORT OF NEW YORK AND NEW JERSEY

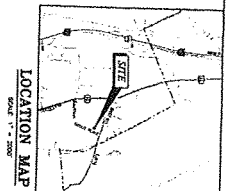
ATLANTIC RIVER AND HARBOUR AUTHORITY
PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PORT OF NEW YORK AND NEW JERSEY
PORT OF NEW YORK AND NEW JERSEY

NO.	DATE	REVISION
1	1/27/2025	ISSUED
2	3/27/2025	REVISED & CORRECTED
3	10/27/2025	REVISED & CORRECTED

ATLANTIC RIVER AND HARBOUR AUTHORITY
PORT AUTHORITY OF NEW YORK AND NEW JERSEY
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ATLANTIC RIVER AND HARBOUR AUTHORITY
PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PORT OF NEW YORK AND NEW JERSEY
PORT OF NEW YORK AND NEW JERSEY



LOCATION MAP
SCALE 1" = 2000'

LEGEND

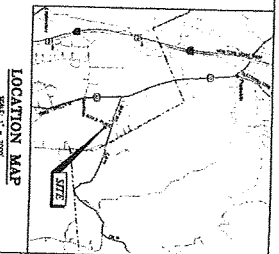
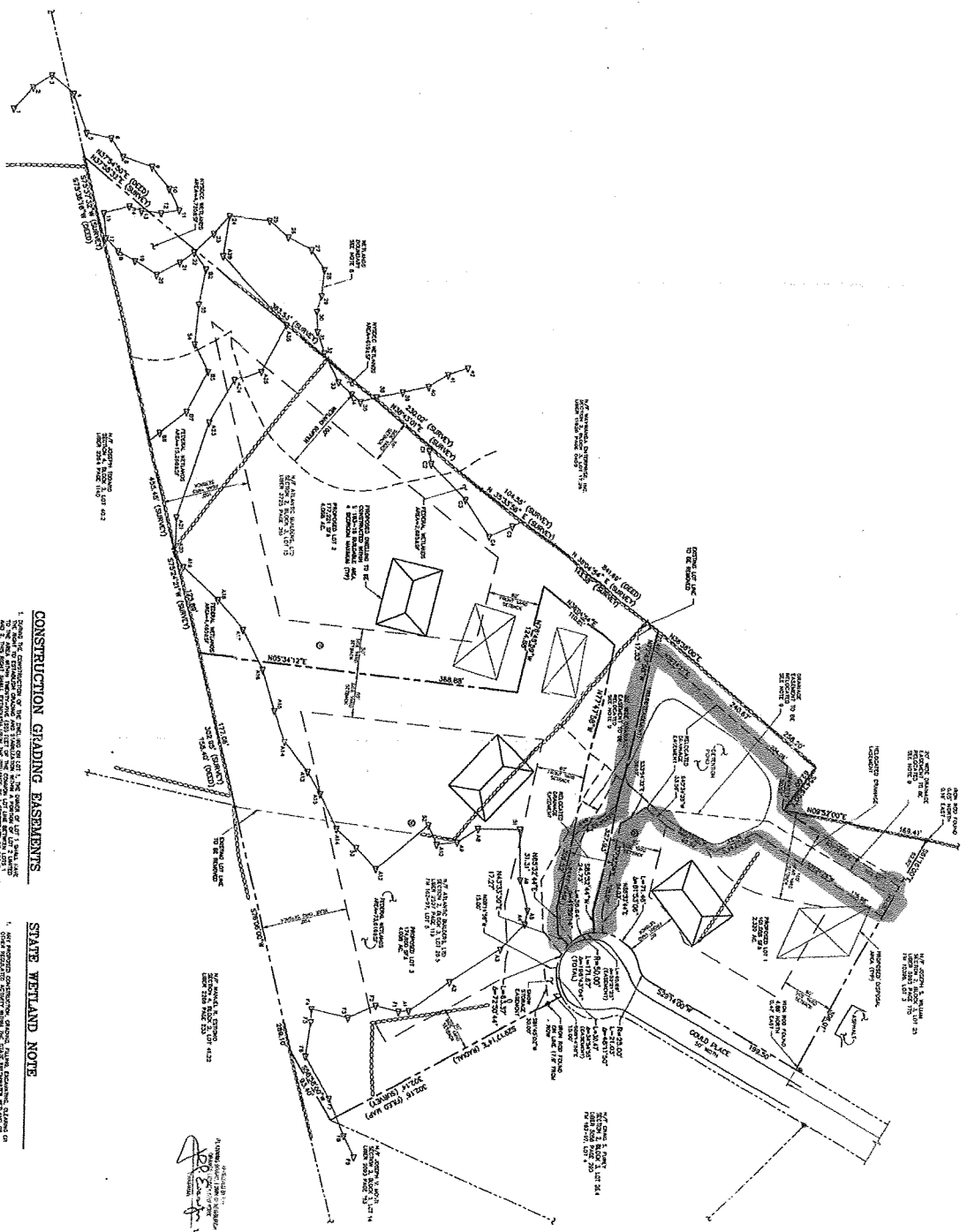
- PROPOSED L&T
- ADJACENT PROPERTY LINE
- EXISTING L&T
- EXISTING CONCRETE L&T
- EXISTING PAVEMENT
- EXISTING SIDEWALK
- EXISTING DRIVE
- EXISTING DRIVE (SEE NUMBER)
- EXISTING DRIVE

GENERAL NOTES

1. THIS PLAN IS A PART OF A L&T AND IS TO BE CONSIDERED AS SUCH.
2. ALL EXISTING UTILITY LINES ARE SHOWN AS DOTTED LINES.
3. ALL EXISTING UTILITY LINES ARE TO BE MAINTAINED AS SHOWN ON THIS PLAN.
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12. ALL EXISTING UTILITY LINES ARE TO BE MAINTAINED AS SHOWN ON THIS PLAN.

TECHNICAL
BOUNDAARY/TOPOGRAPHIC SURVEY
ATLANTIC RIVER AND HARBOUR AUTHORITY
PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PORT OF NEW YORK AND NEW JERSEY
PORT OF NEW YORK AND NEW JERSEY

DATE: 10/27/2025
DRAWN BY: [Signature]
CHECKED BY: [Signature]



LEGEND

	PROPERTY LINE
	ASSESSED PROPERTY LINE
	EASEMENT LINE
	USE OF EASEMENT
	WETLAND
	PROPOSED WETLAND
	PROPOSED WETLAND
	PROPOSED WETLAND

GENERAL NOTES

1. THIS PLAN IS BASED ON A FIELD SURVEY BY THE ENGINEER AND THE RECORDING OFFICE, NEW YORK STATE, AND THE RECORDING OFFICE, NEW YORK STATE, AND THE RECORDING OFFICE, NEW YORK STATE.
2. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED BY THE APPLICANT IS TRUE AND CORRECT.
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BULK REQUIREMENTS

TOWN OF NEWBURGH RR ZONING DISTRICT 1

USE GROUP: 1

MINIMUM REQUIREMENTS	REQUIRED	PROPOSED LOT
LOT AREA	2,500 AC	4.68 AC
LOT WIDTH	200 FT	207.21 FT
LOT DEPTH	200 FT	426.38 FT
LOT YIELD	64 FT	118.73 FT
LOT YIELD	64 FT	118.73 FT
LOT YIELD	64 FT	118.73 FT
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CONSTRUCTION GRADING BASEMENTS

1. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED BY THE APPLICANT IS TRUE AND CORRECT.
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STATE WETLAND NOTE

1. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THAT THE INFORMATION PROVIDED BY THE APPLICANT IS TRUE AND CORRECT.
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APPLICANT'S CERTIFICATION

I, the undersigned, being duly qualified, do hereby certify that the information furnished by me in connection with the application for a building permit is true and correct.

APPLICANT'S SIGNATURE: *[Signature]*

DATE: *[Date]*

SURVEYOR'S CERTIFICATION

I, the undersigned, being duly qualified, do hereby certify that the information furnished by me in connection with the application for a building permit is true and correct.

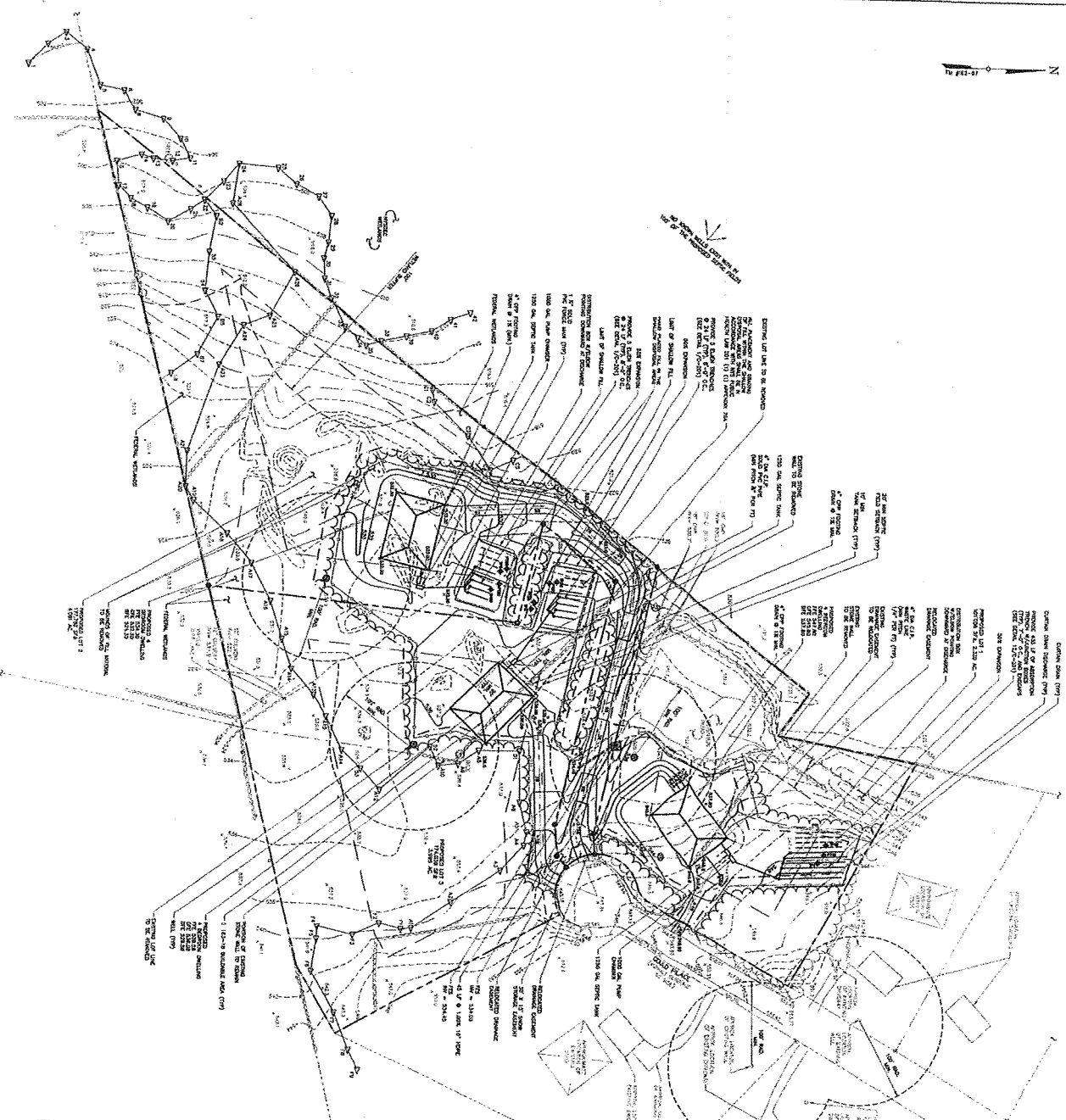
SURVEYOR'S SIGNATURE: *[Signature]*

DATE: *[Date]*

FINAL SUBMISSION PART

ATLANTIC BUILDERS LTD, INC.
TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK

4275.01 SU-102



GENERAL NOTES

1. PROPOSED DRAINAGE SYSTEMS SHALL BE CONFORMANT WITH THE APPLICABLE ACTS AND REGULATIONS.
2. THE PROPOSED DRAINAGE SYSTEMS SHALL BE CONFORMANT WITH THE APPLICABLE ACTS AND REGULATIONS.
3. THE PROPOSED DRAINAGE SYSTEMS SHALL BE CONFORMANT WITH THE APPLICABLE ACTS AND REGULATIONS.

ELIEN DRAIN SIZING (FOR LOTS 2 AND 3)

DATE: 10/13/2010
 TIME: 10:30 AM
 PROJECT: 1000 1000 1000
 DRAWING NO: 1000 1000 1000
 SCALE: 1" = 100'

TEST PIT RESULTS

DATE	TIME	DEPTH	WATER LEVEL	PERMEABILITY
10/13/2010	10:30 AM	10'	10.5'	1.5
10/13/2010	10:30 AM	10'	10.5'	1.5
10/13/2010	10:30 AM	10'	10.5'	1.5
10/13/2010	10:30 AM	10'	10.5'	1.5

PERCOLATION TEST RESULTS

DATE	TIME	LOT NO.	TEST NO.	TIME	PERCENTAGE	REMARKS
8/29/08	10:15	1	25	10:30	100%	PERCOLATION TEST RESULTS
1/13/08	10:15	1	26	10:30	100%	PERCOLATION TEST RESULTS
12/27/08	10:15	3	24	10:30	100%	PERCOLATION TEST RESULTS
8/13/08	10:15	3	24	10:30	100%	PERCOLATION TEST RESULTS
8/13/08	10:15	2	24	10:30	100%	PERCOLATION TEST RESULTS
8/13/08	10:15	2	24	10:30	100%	PERCOLATION TEST RESULTS

TECHNICAL SPECIFICATIONS

PERCOLATION TEST RESULTS

SEPTIC TREATMENT PLANT

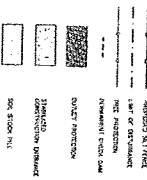
ATLANTIC BILLINGS LTD. INC.
 1000 1000 1000
 ORANGE COUNTY, NEW YORK

SCALE

SHEET 4 OF 7



EROSION CONTROL LEGEND



TREE PRESERVATION NOTES

1. ALL TREES TO BE PRESERVED SHALL BE IDENTIFIED BY TAGS AND MARKED WITH RED PAINT.
2. ALL TREES TO BE PRESERVED SHALL BE IDENTIFIED BY TAGS AND MARKED WITH RED PAINT.
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EROSION AND SEDIMENTATION CONTROL SCHEDULE

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
2. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
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EROSION AND SEDIMENTATION CONTROL NOTES

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15. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

NO.	DESCRIPTION	DATE	BY	CHECKED	DATE	BY
1	ISSUED FOR PERMITTING	10/20/2010	J. B. [Signature]			
2	ISSUED FOR PERMITTING	10/20/2010	J. B. [Signature]			
3	ISSUED FOR PERMITTING	10/20/2010	J. B. [Signature]			
4	ISSUED FOR PERMITTING	10/20/2010	J. B. [Signature]			
5	ISSUED FOR PERMITTING	10/20/2010	J. B. [Signature]			
6	ISSUED FOR PERMITTING	10/20/2010	J. B. [Signature]			
7	ISSUED FOR PERMITTING	10/20/2010	J. B. [Signature]			

EROSION CONTROL PLAN

ATLANTIC BUILDERS LTD., INC.
 1000 WEST 10TH AVENUE
 SUITE 1000
 DENVER, CO 80202

DATE: 10/20/2010
 SHEET: 5 OF 7

SCALE: AS SHOWN

PROJECT NO: 4275-01

DATE: 10/20/2010

AMENDMENT TO DETENTION POND MAINTENANCE DECLARATION

WHEREAS, Atlantic Builders Limited ("Atlantic Builders") is the owner of a proposed three lot subdivision for the premises described Schedule "A", and ^{at} 149-45 Northern Blvd, Flushing, NY 11354

WHEREAS, a Detention Pond Maintenance Declaration was executed on April 11, 1997 and recorded in the Orange County Clerk's Office on May 15, 1997 at Liber 4569, Page 80 and rerecorded on June 6, 1997 at Liber 4579, Page 251, a copy of which is attached as Schedule "B", and

WHEREAS, Atlantic Builders is desirous of having the three lots described in Schedule "A" proportionately share the maintenance of said detention pond, and

WHEREAS, the Town of Newburgh issued conditional final approval for the premises described in Schedule "A" on August 30, 2009.

NOW THEREFORE it is agreed as follows:

- 1) The "whereas" clauses shall have the same effect ^{as} though fully set forth herein.
- 2) The three lots described in attached Schedule "A" shall be bound by the terms and conditions of the Detention Pond Maintenance Declaration attached in Schedule "B" and shall pay their proportionate share on a lot by lot basis with the other lot owners described therein.
- 3) All other terms and conditions shall remain in full force and effect, and this Amendment shall run with the land.

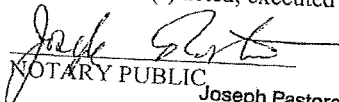
DATED: May 1, 2009

ATLANTIC BUILDERS LIMITED

BY:  JOSEPH SBIROLI, President

State of New York
County of Suffolk

On the 1st day of MAY, in the year 2009 before me, the undersigned, personally appeared Joseph Sbiroli personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC
Joseph Pastore
Notary Public State of New York
No. 01PA6187959
Qualified in Nassau County
My Commission Expires 06-02-2012



PO Box 37, 70 Pleasant Hill Road
Mountainville, NY 10953

CORPORATE OFFICE
Mountainville, NY (800) 829-8531

(845) 534-5959 FAX: (845) 534-670
www.tectonicengineering.com

SCHEDULE "A"

April 17, 2009

RE: WO 4275-01
Metes & Bounds Description
Lot 1 Final Subdivision Plat
Newburgh, NY

Metes & Bounds Description of Proposed Lot 1

All that certain plot, piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange, State of New York, said parcel being designated as Lot 1 on a Map Titled, "Final Subdivision Plat" prepared by Tectonic Engineering & Survey Consultants P.C. on February 21, 2008, being more particularly bound and described as follows:

Beginning at the point of intersection of the boundary line between the herein described Lot 1 and Lot 2 with the westerly sideline of Gould Place as shown on the above said map; and running thence;

Along the said division line of lot 1 and lot 2 the following two courses,
1. South 85°32' 44" west for a distance of 24.73 feet; thence
2. North 77°47' 58" west for a distance of 327.93 feet; thence

Along the division line between lot 1 and lands now or formerly Waywanda Enterprise, Inc. and generally along a stone wall the following three courses,
1. North 38°38' 00" east for a distance of 240.67 feet; thence
2. South 54°16' 00" east for a distance of 62.00 feet; thence
3. North 09°52' 00" east for a distance of 169.41 feet; thence

Along the division line between lot 1 and lands now or formerly Joseph William south 61°16' 00" east for a distance of 306.01 feet to the westerly sideline of Gould Place; thence

Along the westerly sideline of Gould Place the following three courses,
1. South 29°14' 00" west for a distance of 199.50 feet to a point of curvature; thence
2. Along a curve to the right having a radius of 25.00 feet, an arc length of 21.03 feet to a point of reverse curvature; thence
3. Along a curve to the left having a radius of 50.00 feet, an arc length of 71.46 feet to the point of beginning.

Containing 2.320 acres more or less.

SCHEDULE "B"

DETENTION POND MAINTENANCE DECLARATION

This Declaration made on the 11th day of April, 1997 is intended to refer to subdivisions in the Town of Newburgh, County of Orange, State of New York of the lands of Atlantic Builders, Ltd., of 149-45 Northern Boulevard, Flushing, New York 11354, said property consisting of lots 1, 2, 3 and 4 on a subdivision map entitled "*Proposed Subdivision for Atlantic Builders*" dated March 20, 1991, filed in the Office of the Orange County Clerk on November 15, 1991 as Map No. 10396, and lots nos. 1, 2, 3, 4 and 5 on a map entitled "*Proposed Five-Lot Subdivision for Atlantic Builders, Ltd.*" dated May 6, 1996 for which final approval was granted by the Town of Newburgh Planning Board on April 6, 1997 and which said map is to be filed in the office of the Clerk of the County of Orange, said map being a further subdivision of the lands designated as lot No. 4 on map 10396.

WITNESSETH:

WHEREAS, located on said premises as shown on the hereinbefore referred to filed map are drainage swales, pipes and culverts, and a detention pond, and

WHEREAS, located on said lands is a public road known as Gould Place which road has been dedicated to and accepted by the Town of Newburgh, a duly incorporated municipality in the State of New York, and

WHEREAS, immediately adjacent to Gould Place are drainage swales, culverts and pipes all of which are intended to and do provide drainage to the aforementioned drainage swales and pipes and detention pond, and

[REDACTED SIGNATURE AREA]

WHEREAS, it is in the best interest of the owners of all of the lots of said subdivisions, both present and future, and of the Town of Newburgh to have rules and regulations that set forth the intent and obligations to maintain the said drainage swales, culverts and pipes and the said detention pond in good and operating condition in accordance with their design so that they collectively function as a drainage system to provide drainage to the aforesaid lands, and

WHEREAS, it is the intent of *Atlantic Builders, Ltd.* to record this Declaration and to make the provisions of this Declaration binding upon the present and future owners of the lots as set forth on the hereinbefore referred to maps;

IT IS HEREBY DECLARED AS FOLLOWS:

1. The lot owners, their heirs, distributees, successors and assigns and the Town of Newburgh, its successors and assigns, shall have the joint, equal and mutual right to use the detention pond and drainage pipes/culverts as shown on the aforesaid subdivision maps for the purposes of stormwater management. For the purposes of this agreement, the Town of Newburgh shall not be deemed to be a lot owner.
2. There shall be reciprocal easements over the lands of the drainage swales, pipes, culverts and the detention pond so that each of the said parties shall have the right to have the stormwater drain substantially in accordance with the design of said drainage system.
3. All owners of the aforesaid lots will refer to this Declaration in the Deeds conveying title to all lots on the plat and will cause future owners of these lots to assume the obligations under this Declaration. The rights and obligations herein shall run with the land and be binding upon all subsequent owners of Lots, 1, 2, 3, 4 of Filed Map #10396 in the

Orange County Clerk's Office, and upon all subsequent owners of lots, 1, 2, 3, 4 and 5 of a map entitled "Proposed Subdivision for Atlantic Builders, Ltd." dated May 6, 1996.

4. The owners of the respective lots shall meet at least annually to determine what, if any, maintenance and repairs shall be done to the detention pond for the coming year. The owners shall also agree on a method of determining when contractors shall be requested to perform maintenance or repairs on the detention pond.

5. All decisions for maintenance or repair of the detention pond shall be made by a majority of the lot owners physically present and no proxies shall be permitted. The owner of each lot shall have one equal vote whether or not a structure has been erected on said lot.

6. All notices shall be by regular mail to the address on the deed to the lot or the address on the most recent tax bill.

7. The cost of any said maintenance or repair shall be borne by the lot owners equally whether or not a structure has been erected on any lot.

8. At the first meeting of the lot owners, the initial order of business shall be to elect, by majority vote of those lot owners physically present, a "manager" who shall chair the first such meeting. Thereafter, at each meeting, the lot owners shall elect an individual to act as the Manager of the detention pond. The Manager shall continue to serve until a successor is duly elected, even if said Manager should serve for more than one year.

9. The Manager shall solicit bids from at least two contractors for any necessary maintenance or repair to the detention pond and shall contract with the lower(est) bidder for the performance or maintenance or said repair. Upon receipt of an invoice for an expense for the maintenance or repair, the Manager shall immediately notify the respective owners of the total amount of the invoice and their proportionate share of the expense. Within ten (10) days

total amount of the invoice and their proportionate share of the expense. Within ten (10) days of the mailing of this notification, the respective lot owner shall forthwith deliver a check made payable to the contractor to the Manager who in turn shall forward all checks to the contractor in payment of the obligation.

10. In the event one of the lot owners fails to forward his proportionate share of the expenses within ten (10) days as set forth above, the Manager shall be authorized to forward to the contractor the portion of the invoice that has been paid with a statement setting forth the proportionate share that remains unpaid and the lot owner that has not paid his share. The lot owner who has not paid his proportionate share shall subject his real property to the lien of the contractor for the performance of the work. For the purpose of this Declaration, each lot owner that is affected hereby gives his authorization and by accepting a deed to the respective lot, does hereby accept the condition that a majority vote for the performance of the work and the acts of the Manager in carrying out the directive of the lot owners shall be done by the Manager as an Agent of the lot owner and the lot owner consents to the Manager's actions and agrees to be bound by them.

11. Alternatively, in the event a lot owner does not pay his share as required above, the Manager or any other lot owner shall have the right, but shall not be required to advance money to the contractor to cover that lot owner's share, and shall then be entitled to recover the sums so advanced in a legal proceeding, together with interest at the rate of 12% per annum, plus costs, fees and reasonable attorney's fees; or at the option of the lot owner who advances the money, he may place a lien upon the property of the lot owner in default in the same manner as if he were the contractor who performed the work, and recover the money so advanced together with interest at the rate of 12% per annum, plus costs, fees and reasonable

LISLR 4569P6 83

LISLR 4579P6 256

attorney's fees.

12. Each lot owner shall have the obligation of maintaining any drainage swale, culvert or pipe in good and operating condition which swale, culvert or pipe is located on that lot and the joint and mutual obligation described herein shall apply only to the detention pond located on lot no. 4 of the first identified subdivision as the same detention pond is shown satisfactorily and lot no. 5 of the second identified subdivision (1 drainage pond).

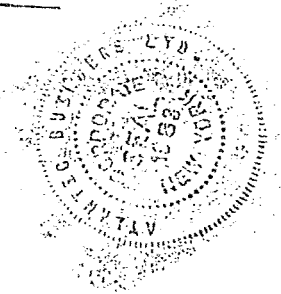
13. Each lot owner hereby agrees to indemnify and hold the other lot owners harmless from any and all liability for injury or damage when such injury or damage shall result from, arise out of or be attributable to any maintenance or repair conducted pursuant to this agreement.

14. The terms and conditions of this declaration shall run with the land.

15. This Declaration is not intended to create any homeowners association or similar organization and is entered into for the sole purpose of insuring that stormwater is drained from the lands described herein and for no other purpose.

ATLANTIC BUILDERS LIMITED

By: 
JOSEPH SBIROLI, President

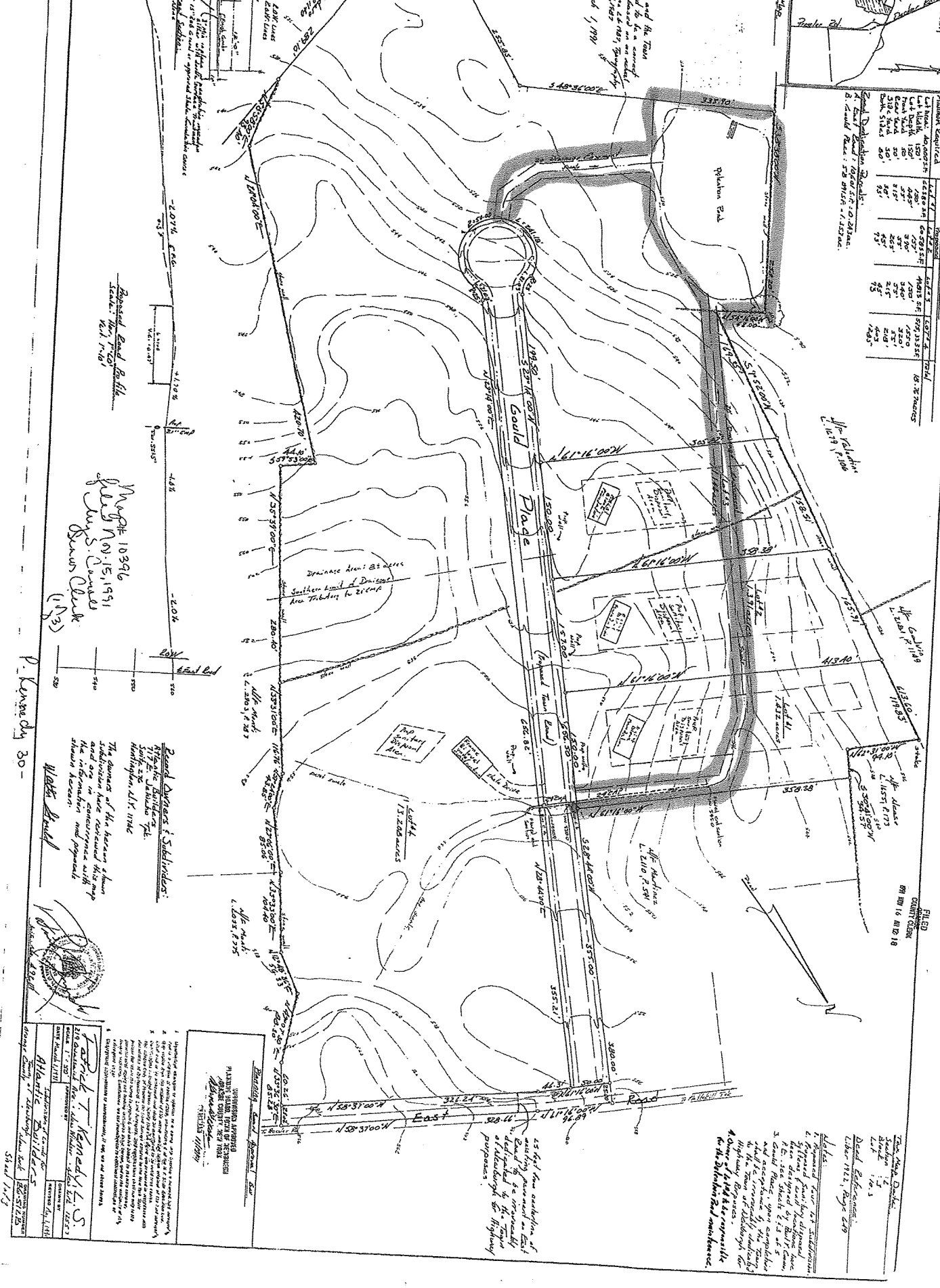


~~14569PC~~ 84

14579PC 237

ORIGINAL SUBMISSION 1991

Mining Equipment	1971	Proposed
1st Wash	1050	4000
2nd Wash	100	400
3rd Wash	100	400
4th Wash	100	400
5th Wash	100	400
6th Wash	100	400
7th Wash	100	400
8th Wash	100	400
9th Wash	100	400
10th Wash	100	400
11th Wash	100	400
12th Wash	100	400
13th Wash	100	400
14th Wash	100	400
15th Wash	100	400
16th Wash	100	400
17th Wash	100	400
18th Wash	100	400
19th Wash	100	400
20th Wash	100	400
21st Wash	100	400
22nd Wash	100	400
23rd Wash	100	400
24th Wash	100	400
25th Wash	100	400
26th Wash	100	400
27th Wash	100	400
28th Wash	100	400
29th Wash	100	400
30th Wash	100	400
31st Wash	100	400
32nd Wash	100	400
33rd Wash	100	400
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35th Wash	100	400
36th Wash	100	400
37th Wash	100	400
38th Wash	100	400
39th Wash	100	400
40th Wash	100	400
41st Wash	100	400
42nd Wash	100	400
43rd Wash	100	400
44th Wash	100	400
45th Wash	100	400
46th Wash	100	400
47th Wash	100	400
48th Wash	100	400
49th Wash	100	400
50th Wash	100	400



Machine	1971	Proposed
1st Wash	1050	4000
2nd Wash	100	400
3rd Wash	100	400
4th Wash	100	400
5th Wash	100	400
6th Wash	100	400
7th Wash	100	400
8th Wash	100	400
9th Wash	100	400
10th Wash	100	400
11th Wash	100	400
12th Wash	100	400
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39th Wash	100	400
40th Wash	100	400
41st Wash	100	400
42nd Wash	100	400
43rd Wash	100	400
44th Wash	100	400
45th Wash	100	400
46th Wash	100	400
47th Wash	100	400
48th Wash	100	400
49th Wash	100	400
50th Wash	100	400

Zone 12, Group 11, 12

Platinum End

Gold Placer

DRAINAGE AREA 83 ACRES

Southern limit of drainage area taken to 210' contour

Proposed Road Profile

Map No. 103916

June 15, 1991

John S. Kennedy

Surveyor

103

Filed

County

Date

Zone 12, Group 11, 12

Platinum End

Gold Placer

DRAINAGE AREA 83 ACRES

Southern limit of drainage area taken to 210' contour

Proposed Road Profile

Map No. 103916

June 15, 1991

John S. Kennedy

Surveyor

103

Filed

County

Date

45 feet from southern of existing pavement on East Road to be permanently dedicated to the Town of Mendocino for highway purposes.



STATE OF CALIFORNIA	
COUNTY OF MENDOCINO	
PLAT NO. 103916	
JUN 15 1991	
JOHN S. KENNEDY	
SURVEYOR	
103	
FILED	
COUNTY CLERK	
JUN 16 11 12 18	

PERCOLATION DATA 3-19-90

LOT 1	R1 643 - 646	1200/IN
	R2 647 - 648	2200/IN
	R3 649 - 650	2200/IN
	R4 651 - 652	2200/IN
LOT 2	R1 1042 - 1043	1200/IN
	R2 1044 - 1045	2200/IN
	R3 1046 - 1047	2200/IN
	R4 1048 - 1049	2200/IN
LOT 3	R1 1243 - 1244	1200/IN
	R2 1245 - 1246	1200/IN
	R3 1247 - 1248	2200/IN
	R4 1249 - 1250	2200/IN
LOT 4	R1 240 - 244	1200/IN
	R2 245 - 247	2200/IN
	R3 248 - 249	2200/IN
	R4 250 - 253	2200/IN

SOIL COMPOSITION DATA

LOT # 1	9'-2" TOPSOIL 2'-2" STONE SAND SILTY LOAM 22'-9" SAND SILTY LOAM V. STONE GRAVEL NO GROUNDWATER OR REMARKS ENCOUNTERED
LOT # 2	0'-2" TOPSOIL 2'-2" SAND SILTY LOAM 22'-9" SAND SILTY LOAM NO GROUNDWATER OR REMARKS ENCOUNTERED
LOT # 3	1'-0" TOPSOIL 2'-2" SAND SILTY LOAM 22'-9" SAND SILTY LOAM SMALL Boulders NO GROUNDWATER OR REMARKS ENCOUNTERED
LOT # 4	0'-2" TOPSOIL 2'-2" SAND SILTY LOAM 22'-9" SAND SILTY LOAM SMALL Boulders NO GROUNDWATER OR REMARKS ENCOUNTERED

DESIGN BASIS:

LOT # 1	1. NO. OF BEDDINGS - 3 2. SANDY FLOW - 30 G.P.A. 3. SEPTIC TANK CAPACITY - 1000 G.A. 4. STABILIZED PERCOLATION RATE - 2000/IN 5. L.F. ABSORPTION FIELD - PROV'D - 320 L.F.
LOT # 2	1. NO. OF BEDDINGS - 3 2. SANDY FLOW - 30 G.P.A. 3. SEPTIC TANK CAPACITY - 1000 G.A. 4. STABILIZED PERCOLATION RATE - 2000/IN 5. L.F. ABSORPTION FIELD - PROV'D - 320 L.F.
LOT # 3	1. NO. OF BEDDINGS - 3 2. SANDY FLOW - 30 G.P.A. 3. SEPTIC TANK CAPACITY - 1000 G.A. 4. STABILIZED PERCOLATION RATE - 2000/IN 5. L.F. ABSORPTION FIELD - PROV'D - 320 L.F.
LOT # 4	1. NO. OF BEDDINGS - 4 2. SANDY FLOW - 30 G.P.A. 3. SEPTIC TANK CAPACITY - 1200 G.A. 4. STABILIZED PERCOLATION RATE - 2000/IN 5. L.F. ABSORPTION FIELD - PROV'D - 440 L.F.

COUNTY CERTIFICATION:
THE PROPOSED SEWERAGE, SANITARY SYSTEM AND WATER SUPPLY SYSTEM SHOWN ARE DESIGNED IN ACCORDANCE WITH THE SANITARY AND WATER SUPPLY LAWS AND REGULATIONS ESTABLISHED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR RESIDENTIAL LOTS. THE DESIGNATION OF SOIL TYPES AND PERCOLATION RATES IS BASED ON THE ACTUAL SOIL AND SITE CONDITIONS FOUND ON THE DATE OF DESIGN.

CERTIFICATION:
I HEREBY CERTIFY TO THE TOWN OF NEWBURGH THAT THE SEWERAGE AND WATER SUPPLY SYSTEMS SHOWN ON THIS PLAN HAVE BEEN DESIGNED IN ACCORDANCE WITH THE SANITARY AND WATER SUPPLY LAWS AND ALL REGULATIONS PROMULGATED THEREUNDER.

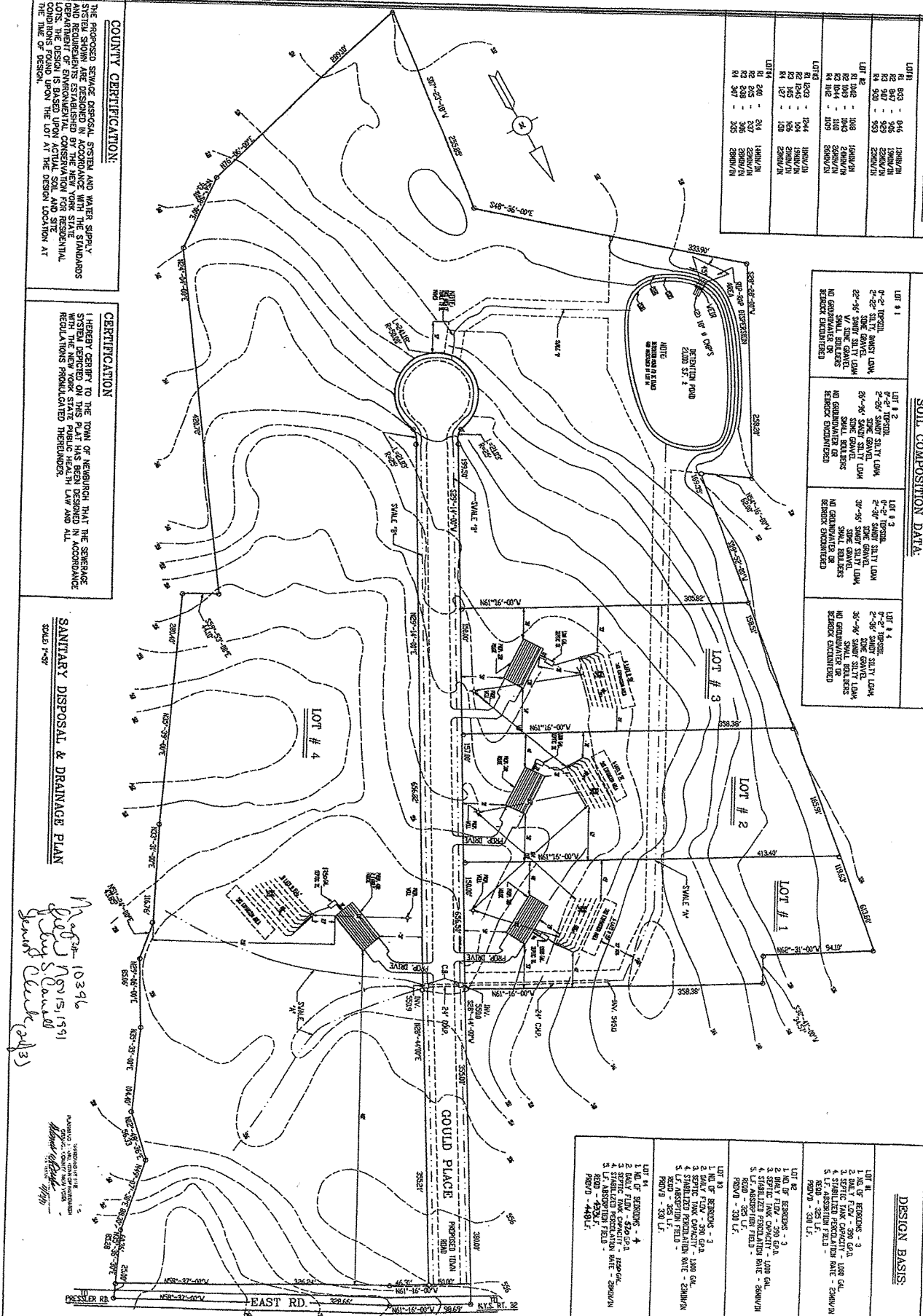
SANITARY DISPOSAL & DRAINAGE PLAN
SCALE 1"=40'

10396
Newburgh, NY 12551
Paul V. Cuomo, P.E. & Assoc.
10396
Newburgh, NY 12551

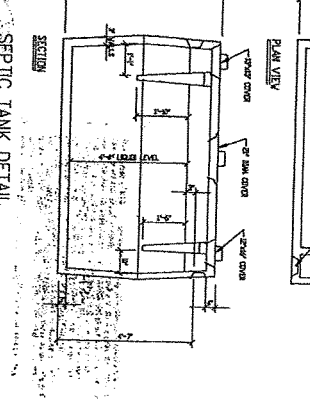
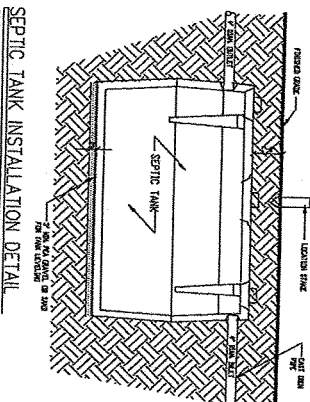
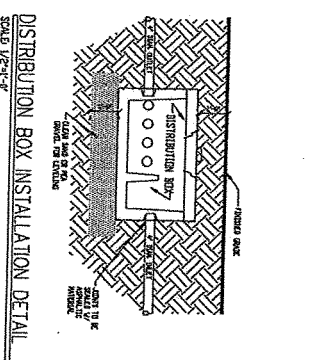
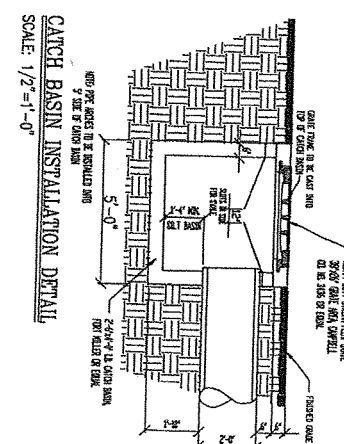
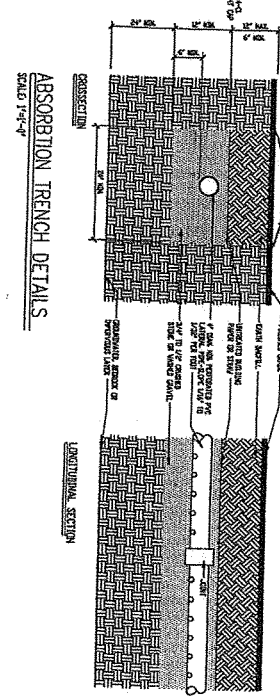
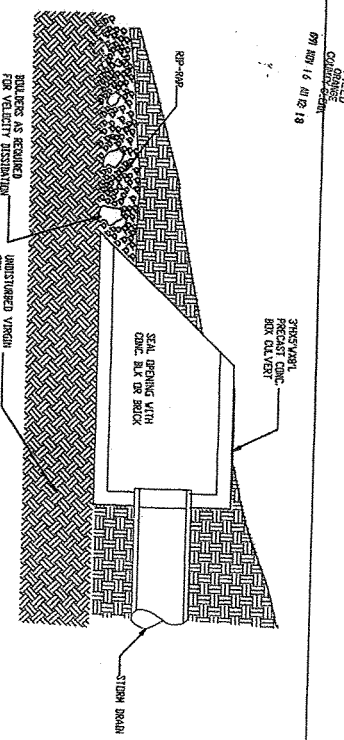
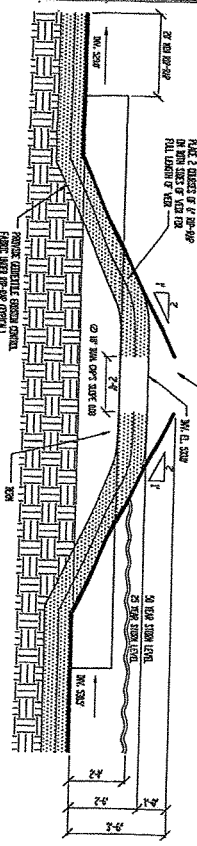
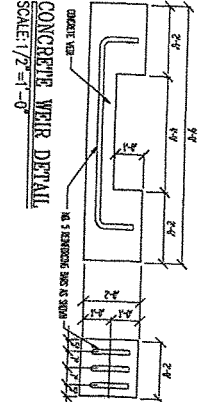
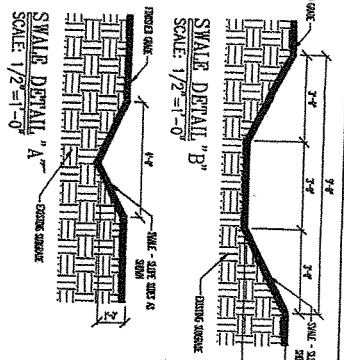
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Newburgh, NY 12551
Paul V. Cuomo, P.E. & Assoc.
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Newburgh, NY 12551

SD-1
1-4-90
3-28-91
NICKOLAO
PAV
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10396

PAUL V. CUOMO, P.E. & ASSOC.
STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. (914) 567-0063
PROPOSED SUBDIVISION FOR ATLANTIC BUILDERS
SANITARY DISPOSAL & DRAINAGE PLAN



FILED
COUNTY CLERK
NEW YORK
MAY 16 AM 10 18



SANITARY SYSTEM NOTES:

- CONVENTIONAL SYSTEM (SEE P. 2)**
1. ALL WORK IN THE CONSTRUCTION OF THE SANITARY SYSTEM SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS OF THE SANITARY SYSTEM.
 2. ALL MATERIALS USED IN THE CONSTRUCTION OF THE SANITARY SYSTEM SHALL BE OF THE BEST QUALITY AND SHALL BE APPROVED BY THE ENGINEER.
 3. THE SANITARY SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS OF THE SANITARY SYSTEM.
 4. THE SANITARY SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS OF THE SANITARY SYSTEM.
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 9. THE SANITARY SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS OF THE SANITARY SYSTEM.
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 11. THE SANITARY SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS OF THE SANITARY SYSTEM.
 12. THE SANITARY SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS OF THE SANITARY SYSTEM.

CONSTRUCTION NOTES:

1. EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE NOTED.
2. EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE NOTED.
3. EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE NOTED.
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10. EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE NOTED.
11. EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE NOTED.
12. EXISTING UTILITIES SHALL BE MAINTAINED TO REMAIN UNLESS OTHERWISE NOTED.

PAUL V. CUOMO, P.E. & ASSOC.
STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. (914) 567-0083

PROPOSED SUBDIVISION FOR DETAILS & NOTES
ATLANTIC BUILDERS

DATE: _____
SCALE: _____
SHEET NO.: _____

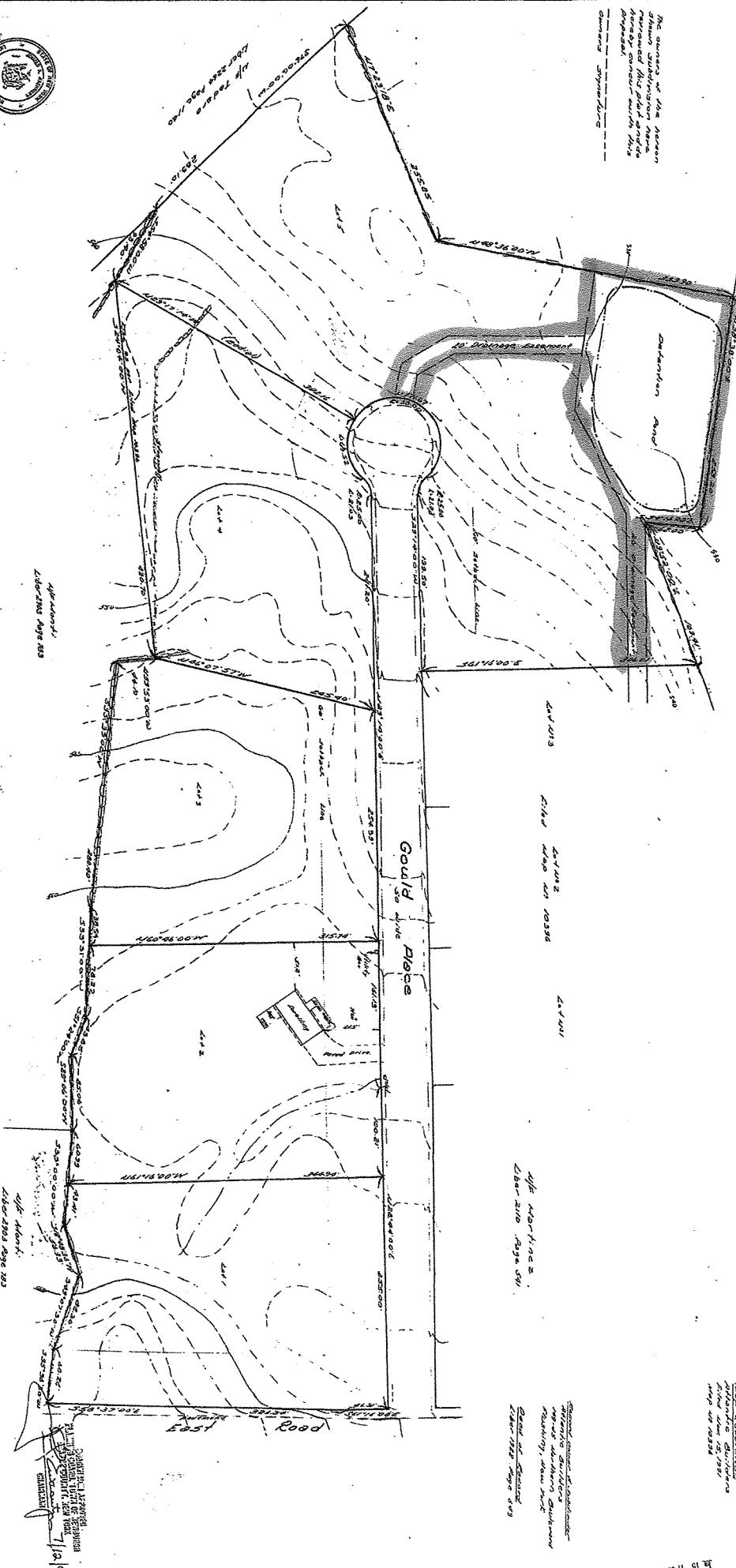
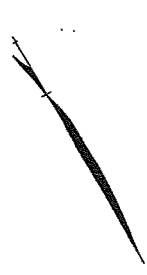
11/10/10-10356
12/15/11
Paul V. Cuomo
Seal (3/13)

SD-2

SUBSEQUENT SURVEY 1997

Richard Johnson Associates
1000 Lincoln Blvd. N.W.

LINE	BEARING	DISTANCE	POINT
1	S 89° 15' 00" E	100.00	1
2	S 89° 15' 00" E	100.00	2
3	S 89° 15' 00" E	100.00	3
4	S 89° 15' 00" E	100.00	4
5	S 89° 15' 00" E	100.00	5
6	S 89° 15' 00" E	100.00	6
7	S 89° 15' 00" E	100.00	7
8	S 89° 15' 00" E	100.00	8
9	S 89° 15' 00" E	100.00	9
10	S 89° 15' 00" E	100.00	10
11	S 89° 15' 00" E	100.00	11
12	S 89° 15' 00" E	100.00	12
13	S 89° 15' 00" E	100.00	13
14	S 89° 15' 00" E	100.00	14
15	S 89° 15' 00" E	100.00	15
16	S 89° 15' 00" E	100.00	16
17	S 89° 15' 00" E	100.00	17
18	S 89° 15' 00" E	100.00	18
19	S 89° 15' 00" E	100.00	19
20	S 89° 15' 00" E	100.00	20
21	S 89° 15' 00" E	100.00	21
22	S 89° 15' 00" E	100.00	22
23	S 89° 15' 00" E	100.00	23
24	S 89° 15' 00" E	100.00	24
25	S 89° 15' 00" E	100.00	25
26	S 89° 15' 00" E	100.00	26
27	S 89° 15' 00" E	100.00	27
28	S 89° 15' 00" E	100.00	28
29	S 89° 15' 00" E	100.00	29
30	S 89° 15' 00" E	100.00	30
31	S 89° 15' 00" E	100.00	31
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33	S 89° 15' 00" E	100.00	33
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37	S 89° 15' 00" E	100.00	37
38	S 89° 15' 00" E	100.00	38
39	S 89° 15' 00" E	100.00	39
40	S 89° 15' 00" E	100.00	40
41	S 89° 15' 00" E	100.00	41
42	S 89° 15' 00" E	100.00	42
43	S 89° 15' 00" E	100.00	43
44	S 89° 15' 00" E	100.00	44
45	S 89° 15' 00" E	100.00	45
46	S 89° 15' 00" E	100.00	46
47	S 89° 15' 00" E	100.00	47
48	S 89° 15' 00" E	100.00	48
49	S 89° 15' 00" E	100.00	49
50	S 89° 15' 00" E	100.00	50



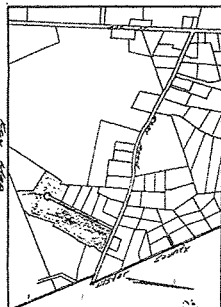
The corners of the parcel shown shall be determined from the survey and the survey shall be the basis for the determination of the boundaries of the parcel shown.

The topographical features shown herein are taken from the original field survey and the surveyor does not assume any liability as to its accuracy.

NOTES: NO BUILDING PERMIT SHALL BE ISSUED UNTIL SWALS ARE RECEIVED.

Map # 162-77
July 18, 1997 (last)
Judy Campbell (1905)

Richard Johnson Associates
Atlantic Builders
2000 W. 15th St.
Miami, FL 33134



DANCE COURT CROSS
10 19 11 50 59 97

153 45302

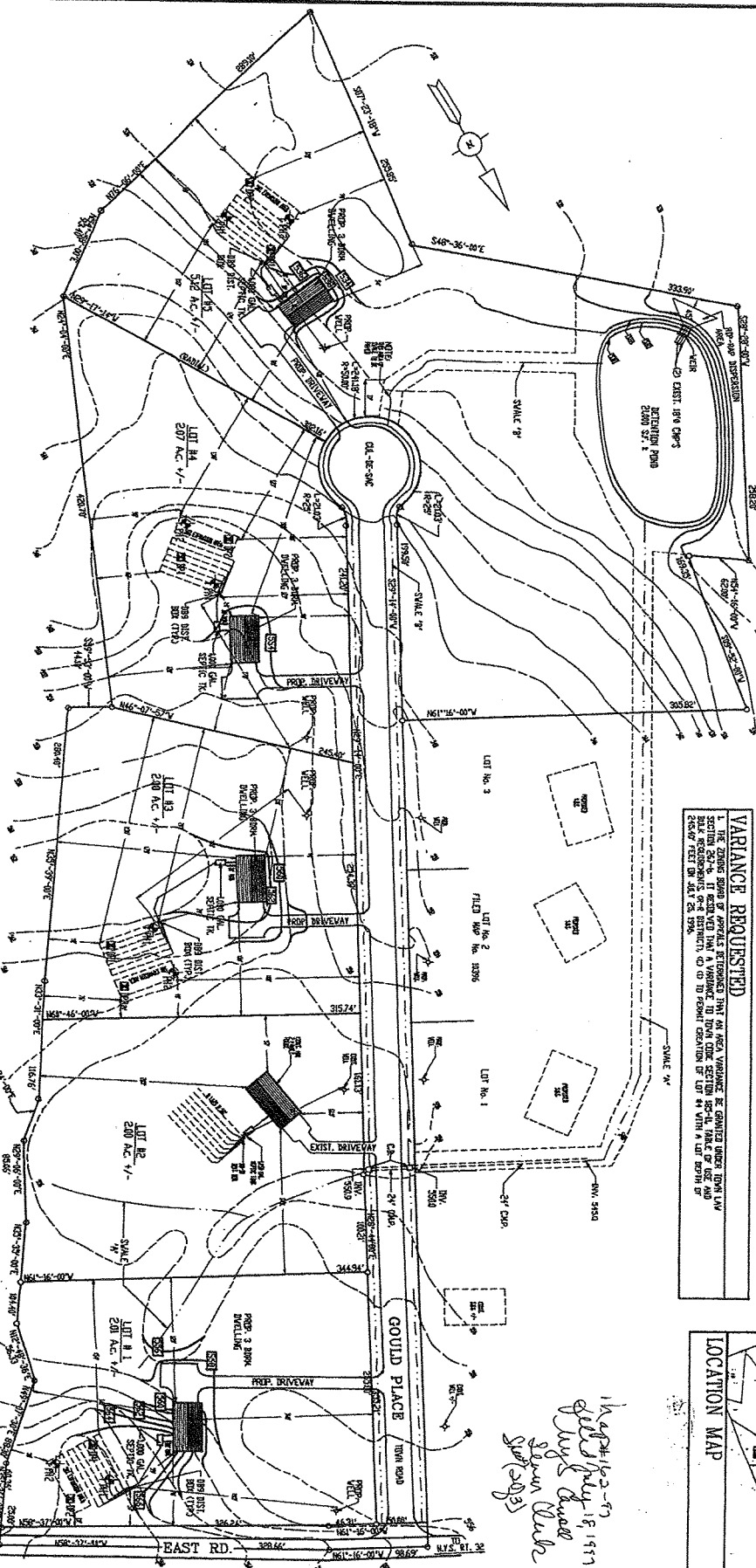
DATE: 11-28-89
 SHEET NO. 1 OF 1

COUNTY CERTIFICATION:
 THE ABOVE SHOWN ZONING, SETBACKS AND WIDTHS OF STREETS SHOWN ARE DESIGNED IN ACCORDANCE WITH THE ZONING AND STREET DESIGN ACT AS AMENDED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND THE COUNTY OF WESTCHESTER. THE DESIGNER HAS CONDUCTED A VISUAL OBSERVATION OF THE SITE AND HAS FOUND THAT THE USE OF THE LAND IS IN ACCORDANCE WITH THE ZONING AND STREET DESIGN ACT AS AMENDED BY THE COUNTY OF WESTCHESTER.

COUNTY CERTIFICATION:
 THESE CERTIFICATES IN THE FORM OF RECORDS THAT THE EXISTENCE OF THE ABOVE SHOWN ZONING, SETBACKS AND WIDTHS OF STREETS ARE IN ACCORDANCE WITH THE NEW YORK STATE PUBLIC HEALTH LAW AND ALL REGULATIONS PROMULGATED THEREUNDER.

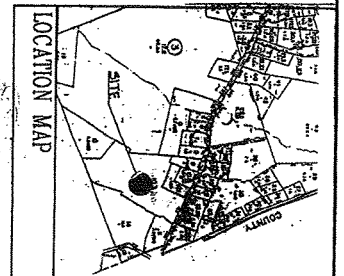
5 LOT SUBDIVISION PLAN
 SCALE: 1"=50'

PROPOSED CENTER
 ALL VARIANCES TO BE CERTIFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR LOT 1, 2, 3, 4, 5.



ZONING REQUIREMENTS
 DISTRICT: R-200 (RESIDENTIAL) ZONING DISTRICT

ITEM	REQUIRED	LOT 1A	LOT 1B	LOT 1C	LOT 1D	LOT 1E
LOT AREA	320 AC.	224 AC.	320 AC.	320 AC.	224 AC.	224 AC.
LOT WIDTH	320'	320'	320'	320'	320'	320'
LOT DEPTH	320'	320'	320'	320'	320'	320'
FRONT YARD	30'	30'	30'	30'	30'	30'
REAR YARD	30'	30'	30'	30'	30'	30'
BOTH SIDES	30'	30'	30'	30'	30'	30'
MAX. BLDG. HGT.	35'	35'	35'	35'	35'	35'
BLDG. COVERAGE	60%	60%	60%	60%	60%	60%
LOT COVERAGE	10%	10%	10%	10%	10%	10%



*11/28/89
 JAMES J. CUOMO
 CIVIL ENGINEER
 (914) 587-0663*

SD-1

DATE: 11-28-89
 DRAWN BY: J.C.
 CHECKED BY: J.C.
 AS NOTED
 PROJECT NO.: 89104

CUOMO ENGINEERING
 STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. 12553 (914) 587-0663

PROPOSED 5 LOT SUB. FOR: **SANITARY DISPOSAL SYSTEM**
 ATLANTIC BUILDERS

NOTES:
 THIS PLAN IS CORRECTED TO REFLECT A CHANGE IN THE ZONING DISTRICT OF THE SECTION 200(1) OF THE NEW YORK STATE ZONING LAW.

1. ALL VARIANCES TO BE CERTIFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR LOT 1, 2, 3, 4, 5.
2. ALL VARIANCES TO BE CERTIFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR LOT 1, 2, 3, 4, 5.
3. ALL VARIANCES TO BE CERTIFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR LOT 1, 2, 3, 4, 5.
4. ALL VARIANCES TO BE CERTIFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR LOT 1, 2, 3, 4, 5.
5. ALL VARIANCES TO BE CERTIFIED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR LOT 1, 2, 3, 4, 5.

PERCOLATION DATA 8-2-55

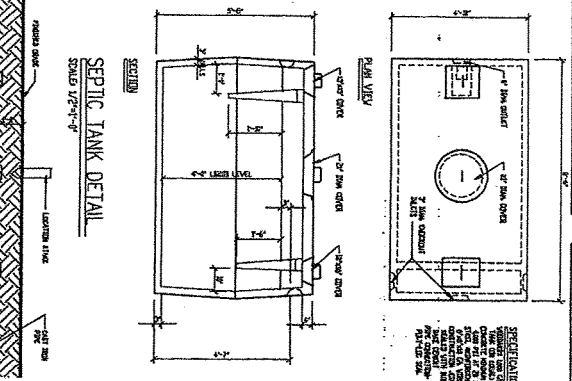
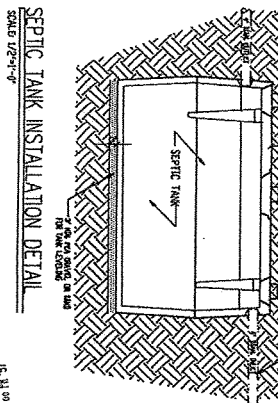
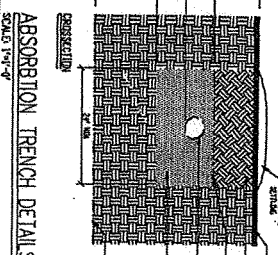
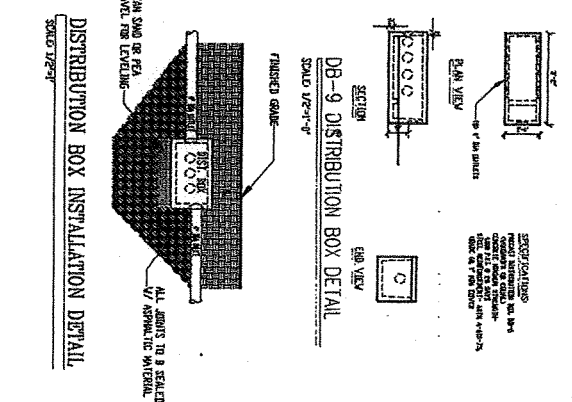
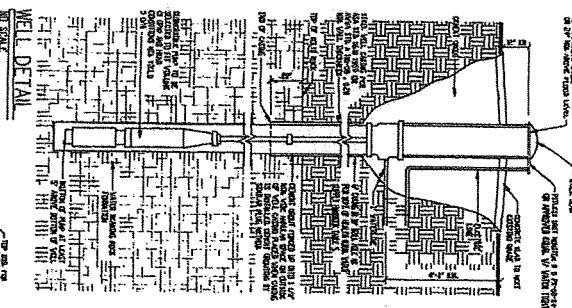
LOT #1	PER 31 DEEP	R1 298 - 315 SAND/CLAY	R1 302 - 315 SAND/CLAY
LOT #2	PER 31 DEEP	R1 316 - 333 SAND/CLAY	R1 323 - 333 SAND/CLAY
LOT #3	PER 31 DEEP	R1 334 - 351 SAND/CLAY	R1 344 - 351 SAND/CLAY
LOT #4	PER 31 DEEP	R1 352 - 369 SAND/CLAY	R1 362 - 369 SAND/CLAY
LOT #5	PER 31 DEEP	R1 370 - 387 SAND/CLAY	R1 380 - 387 SAND/CLAY
LOT #6	PER 31 DEEP	R1 388 - 405 SAND/CLAY	R1 397 - 405 SAND/CLAY
LOT #7	PER 31 DEEP	R1 406 - 423 SAND/CLAY	R1 415 - 423 SAND/CLAY
LOT #8	PER 31 DEEP	R1 424 - 441 SAND/CLAY	R1 433 - 441 SAND/CLAY
LOT #9	PER 31 DEEP	R1 442 - 459 SAND/CLAY	R1 451 - 459 SAND/CLAY
LOT #10	PER 31 DEEP	R1 460 - 477 SAND/CLAY	R1 469 - 477 SAND/CLAY
LOT #11	PER 31 DEEP	R1 478 - 495 SAND/CLAY	R1 487 - 495 SAND/CLAY
LOT #12	PER 31 DEEP	R1 496 - 513 SAND/CLAY	R1 505 - 513 SAND/CLAY
LOT #13	PER 31 DEEP	R1 514 - 531 SAND/CLAY	R1 523 - 531 SAND/CLAY
LOT #14	PER 31 DEEP	R1 532 - 549 SAND/CLAY	R1 541 - 549 SAND/CLAY
LOT #15	PER 31 DEEP	R1 550 - 567 SAND/CLAY	R1 559 - 567 SAND/CLAY
LOT #16	PER 31 DEEP	R1 568 - 585 SAND/CLAY	R1 577 - 585 SAND/CLAY
LOT #17	PER 31 DEEP	R1 586 - 603 SAND/CLAY	R1 595 - 603 SAND/CLAY
LOT #18	PER 31 DEEP	R1 604 - 621 SAND/CLAY	R1 613 - 621 SAND/CLAY
LOT #19	PER 31 DEEP	R1 622 - 639 SAND/CLAY	R1 631 - 639 SAND/CLAY
LOT #20	PER 31 DEEP	R1 640 - 657 SAND/CLAY	R1 649 - 657 SAND/CLAY
LOT #21	PER 31 DEEP	R1 658 - 675 SAND/CLAY	R1 667 - 675 SAND/CLAY
LOT #22	PER 31 DEEP	R1 676 - 693 SAND/CLAY	R1 685 - 693 SAND/CLAY
LOT #23	PER 31 DEEP	R1 694 - 711 SAND/CLAY	R1 703 - 711 SAND/CLAY
LOT #24	PER 31 DEEP	R1 712 - 729 SAND/CLAY	R1 721 - 729 SAND/CLAY
LOT #25	PER 31 DEEP	R1 730 - 747 SAND/CLAY	R1 739 - 747 SAND/CLAY
LOT #26	PER 31 DEEP	R1 748 - 765 SAND/CLAY	R1 757 - 765 SAND/CLAY
LOT #27	PER 31 DEEP	R1 766 - 783 SAND/CLAY	R1 775 - 783 SAND/CLAY
LOT #28	PER 31 DEEP	R1 784 - 801 SAND/CLAY	R1 793 - 801 SAND/CLAY
LOT #29	PER 31 DEEP	R1 802 - 819 SAND/CLAY	R1 811 - 819 SAND/CLAY
LOT #30	PER 31 DEEP	R1 820 - 837 SAND/CLAY	R1 829 - 837 SAND/CLAY
LOT #31	PER 31 DEEP	R1 838 - 855 SAND/CLAY	R1 847 - 855 SAND/CLAY
LOT #32	PER 31 DEEP	R1 856 - 873 SAND/CLAY	R1 865 - 873 SAND/CLAY
LOT #33	PER 31 DEEP	R1 874 - 891 SAND/CLAY	R1 883 - 891 SAND/CLAY
LOT #34	PER 31 DEEP	R1 892 - 909 SAND/CLAY	R1 901 - 909 SAND/CLAY
LOT #35	PER 31 DEEP	R1 910 - 927 SAND/CLAY	R1 919 - 927 SAND/CLAY
LOT #36	PER 31 DEEP	R1 928 - 945 SAND/CLAY	R1 937 - 945 SAND/CLAY
LOT #37	PER 31 DEEP	R1 946 - 963 SAND/CLAY	R1 955 - 963 SAND/CLAY
LOT #38	PER 31 DEEP	R1 964 - 981 SAND/CLAY	R1 973 - 981 SAND/CLAY
LOT #39	PER 31 DEEP	R1 982 - 999 SAND/CLAY	R1 991 - 999 SAND/CLAY

DEEP PFT DATA 8-10-55

LOT #1	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #2	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #3	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #4	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
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LOT #33	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
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LOT #39	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #40	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #41	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #42	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #43	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #44	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #45	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #46	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #47	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #48	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #49	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED
LOT #50	PER 7-4'	6'-2" SLYT LHM V/ SOME GRAVEL	NO RECORD OR GROUNDWATER ENCOUNTERED

DESIGN BASIS

- 1. NO. OF BEDROOMS - 3
- 2. SEPTIC TANK CAPACITY - 1000 GAL.
- 3. STABILIZED PERCOLATION RATE - SAND/CLAY
- 4. LT. OF ABSORPTION FIELD - 30' x 70'
- PERIOD - 7 DAYS @ 60'-4" - 400 LT.



11 Wap # 1-62-91
 Date July 15, 1997
 W.S. Cantello
 (Just 15113)

SANITARY SYSTEM NOTES:

1. ALL WORK TO BE CONFORMED TO THE STATE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONSERVATION (SDEHC) REGULATIONS AND THE NEW YORK STATE SANITARY ENGINEERING LAW.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SDEHC AND THE LOCAL HEALTH DEPARTMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SDEHC AND THE LOCAL HEALTH DEPARTMENT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SDEHC AND THE LOCAL HEALTH DEPARTMENT.
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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SDEHC AND THE LOCAL HEALTH DEPARTMENT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SDEHC AND THE LOCAL HEALTH DEPARTMENT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SDEHC AND THE LOCAL HEALTH DEPARTMENT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SDEHC AND THE LOCAL HEALTH DEPARTMENT.

CONSTRUCTION NOTES:

1. EXISTING FOUNDATION WALL SHALL REMAIN INTACT TO THE MAXIMUM EXTENT POSSIBLE.
2. PERFORM ALL WORK, FINISH ALL MATERIALS AND BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
3. CONSTRUCTION SHALL BE CONDUCTED WITH MINIMAL DISRUPTION TO ADJACENT PROPERTIES.
4. FOLLOWING RAINFALL, INSURED AREAS SHALL BE PROTECTED BY DIVERTING WATER AWAY FROM THE WORK AREA.
5. TEMPORARY STAYS AND SHORING SHALL BE USED TO SUPPORT EXISTING FOUNDATION WALLS AND STRUCTURES.
6. ALL EXISTING UTILITIES SHALL BE PROTECTED FROM DAMAGE AND SHALL BE REINSTALLED TO ORIGINAL DEPTH AND LOCATION.

SD-2

CUOMO ENGINEERING
 STEWART INTERNATIONAL AIRPORT, NEW WINDSOR, N.Y. 12553 (914) 567-0065

PROPOSED 5 LOT SUB. FOR ATLANTIC BUILDERS

SANITARY DISPOSAL NOTES & DETAIL SHEET

DATE	DESCRIPTION



12

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: August 15, 2018

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

Totaling: \$42.00

Feline:

Canine: \$42.00

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

Town

DEPARTMENT

CLAIMANT'S NAME AND ADDRESS

Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

TERMS

July 2018 Voucher

Order No.

DO NOT WRITE IN THIS BOX

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

Vendor's Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price		Amount	
7-5-18	Inv# 410771	7-5-18 TAN DOG (#400)				21.00
	#6514	Belle				
8-1-18	Inv# 415896	7-31-18 white JAW PUPP				21.00
	#76R	VAN				
TOTAL						42.00

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 42.00 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.

8-10-18
DATE

Jean Tobin
SIGNATURE

Acad Manager
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

Flannery Animal Hospital

CARING FOR OUR COMMUNITY'S PETS

789 Little Britain Rd
New Windsor, NY 12553
845-565-7387

Open 24/7/365

Town Of Newburgh Animal Control (# 18987)
645 Gidney Avenue
Newburgh, NY 12550

Jul 16, 2018

Invoice Number
410771

Home Phone: (845) 561-3344
Work Phone: () - ext:

7-5-18 Tan Dog (# AOC)

Rabies Vaccine: 07/05/2019

Species: Canine
Sex: Female
Age: 5 years old
Breed: Mixed Breed
Coat Color: Tan
Rabies Tag Number: 5148-18

Date	Description	Qty	Price
07/05/2018	Town/City - Rabies Vaccine 1 year	1.00	\$ 21.00

Total for 7-5-18 Tan Dog: \$ 21.00

Dr. David P. Stillman

Total Invoice: \$ 21.00
Previous Balance: \$
Total Amount Due: \$
New Balance Due: \$

Current Account Status

Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 21.00	\$	\$	\$	\$	\$



789 Little Britain Rd
 New Windsor, NY 12553
 845-565-7387

Open 24/7/365

Town Of Newburgh Animal Control (# 18987)
 645 Gidney Avenue
 Newburgh, NY 12550

Aug 09, 2018
Invoice Number
415896

Home Phone: (845) 561-3344
 Work Phone: () - ext:

7-31-18 White Jack-Russell (# AOG)

Species: Canine
 Sex: ?
 Age: 5 years and 1 month old
 Breed: Jack Russell Terrier
 Coat Color: White/Brown Spotted
 Rabies Tag Number:

Date	Description	Qty	Price
08/01/2018	Town/City - Rabies Vaccine 1 year	1.00	\$ 21.00

Total for 7-31-18 White Jack-Russell: \$ 21.00

Dr. David Greenberg

Total Invoice: \$ 21.00
Previous Balance: \$
Total Amount Due: \$
New Balance Due: \$

Current Account Status

Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 21.00	\$	\$	\$	\$	\$



MEMORANDUM

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: WINTERGREEN AVENUE SEWER PUMP
STATION; DRAFT REVOCABLE LICENSE
AGREEMENT FOR NEIGHBOR'S USE OF
DRIVEWAY
OUR FILE NO. 800.1(B)() (2018)

DATE: AUGUST 20, 2018

In accordance with Supervisor Piaquadio's request, enclosed for the Town Board's consideration is a draft Revocable License Agreement which would grant the neighboring property owners, the Brennan's, the ability to use the Wintergreen Avenue Sewer Pump Station driveway on the Town's property to access the rear of their property behind their residence. The agreement is revocable at any time on 30 days written notice, or if there should be a default (for example, the Brennan's should block the Town's driveway with a parked car or another object), it can be revoked immediately upon giving oral or written notice.

The Supervisor requested that I prepare the draft following an inquiry from Mr. Brennan regarding the Town's willingness to convey the driveway portion of the sewer district pump station property. The draft agreement cannot be assigned, so anyone purchasing the Brennan's property would have to request a new License in order to use the driveway.

The draft License agreement has not been submitted to the Brennan's so if the Board finds it acceptable, any Board action on it should await their review and advice that it is acceptable.

MCT/sel

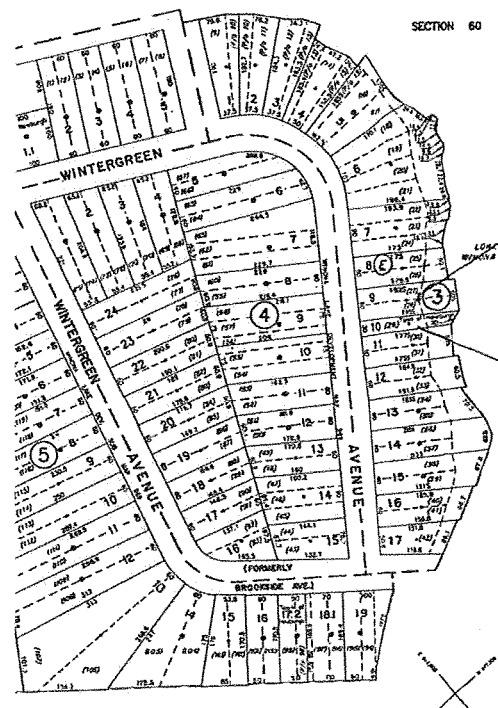
Enc.

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

www.RiderWeiner.com
James Osborne, Town Engineer (via e-mail)

REVISION
03/01/03
11/03/03
12/23/03
09/07/04
11/06/04
07/22/05
07/28/07
05/09/08
08/27/08
06/27/11
07/10/13
02/25/15

SECTION 60



Neighbor's Property

Sewer Pump Station Property

SECTION 60



ADJOINING REFERENCE

334600
TOWN OF NEWBURGH

Scale 1" = 100' Section No. 67

TAX YEAR 2016

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this ____ day of August, 2018 by and between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with its principal offices at 1496 Route 300, Newburgh, New York, for and on behalf of the Wintergreen Sewer District (the "Licensor") and SHAWN K. BRENNAN AND JENNIFER BRENNAN., having as address at 19 Wintergreen Avenue, Newburgh, New York, (together the "Licensee").

WHEREAS, Licensor is the owner of property designated on the tax map as Section 67 Block 3 Lot 10 in the Town of Newburgh, County of Orange, State of New York containing a sewer pump station, related municipal improvements and an access driveway; and

WHEREAS, Licensee is the owner of an adjacent parcel of land designated on the tax map as Section 67 Block 3 Lot 9 containing a single family residence; and

WHEREAS, due to the width of Licensee's property and the location of the house, it is difficult for Licensee to access the rear portion of the property by vehicle; and

WHEREAS, Licensee has requested the Licensor allow Licensee pedestrian and vehicular ingress and egress over a portion of Licensor's access driveway hereinafter described on Licensor's property to the rear portion Licensee's property.

NOW THEREFORE, it is agreed as follows:

1. Licensor, for and in consideration of the mutual promises set forth herein and other good and valuable consideration paid by the Licensee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto Licensee a nonexclusive license for ingress and egress of ordinary pedestrian and vehicular traffic to and from the rear of Licensee's property and for no other purpose on, over and through the access driveway on the property of the Licensor situate, lying and being in the Town of Newburgh, County of Orange and State of New York for a distance of one hundred thirty five (135') feet from the edge of pavement of Wintergreen Avenue, as more particularly shown on Schedule "A" annexed hereto and made a part hereof (the "Licensed Premises"). Licensee shall have no right to park or store vehicles and other items of personal property on the Licensed Premises and is prohibited from doing so.

2. Licensee accepts the Licensed Premises in its "as is" condition. Licensor is under no obligation to further improve the Licensed Premises. Licensee shall be responsible for the cost of any repair or maintenance to the Licensed Premises arising from Licensee's activities, reasonable wear and tear excepted.

3. The term of this License shall be one (1) year from the date hereof and shall automatically renew for additional periods of one (1) year. Licensor shall have the right at its sole discretion to revoke and terminate this License Agreement at any time upon thirty (30) days written notice to Licensee or in the event Licensee shall default on any of its obligations or violate prohibitions under this License Agreement, Licensor may terminate this Agreement and the license granted hereunder by delivering oral or written notice thereof personally to Licensee

advising of the default, with the termination effective as of such notice's delivery. Upon such termination, Licensee shall vacate and cease its use of the Licensed Premises. Licensor, in its sole discretion, may grant Licensee time to cure any default prior to termination of the license granted hereunder. However, such granting of time shall not constitute a course of dealing or waiver of Licensor's right to terminate this Agreement and the license granted hereunder and Licensee hereby waives any right to any defenses contingent on a course of dealing or waiver by Licensor.

4. Licensor and Licensee mutually intend that this License Agreement shall constitute a license and not a lease. Licensee hereby acknowledges that Licensee shall not possess any rights as a tenant of any part of the Licensed Premises. This License Agreement and the rights of Licensee shall not be deemed to be or construed as a month-to-month tenancy or any other type of tenancy, and Licensee hereby waives any and all notices which would otherwise be required for a landlord to give to a tenant to terminate any such tenancy. The use of the Licensed Premises pursuant to this License Agreement shall be deemed a license pursuant to Section 713 of the New York Real Property Actions and Proceedings Law and pursuant to all other applicable laws and Licensee hereby waives any rights to raise any defenses that the use of the Licensed Premises is not pursuant to a license.

5. Licensee, their successors and assigns shall indemnify and hold Licensor harmless from any and all claims of liability and/or damage and must pay for any losses or damages incurred which may arise as a result of Licensee, his successors and assigns' use of the Licensed Premises as a means of ingress and egress to Licensee's property. The aforesaid indemnity shall include any injury to any person or property occurring on or about the Licensed Premises or as a result of any activity being conducted on the Licensed Premises by Licensee its agents, guests or invitees, whether or not such activity has been specifically authorized or directed by Licensee. In addition, the aforesaid indemnity shall include any and all reasonable costs or attorneys' fees incurred by Licensor in maintaining or defending any action in law or equity with respect thereto.

6. The Licensor hereby reserves the right to the full use and enjoyment of the Licensed Premises, except as is otherwise limited herein.

7. Licensee shall not use or permit the use of the Licensed Premises in violation of any applicable laws, rules, regulations or ordinances, including the laws of the United States of America, the laws of the State of New York and the Code of the Town of Newburgh

8. Licensee shall not install anything on the Licensed Premises or perform any alterations, additions or improvements therein, without first obtaining the prior written consent of Licensor in each instance.

9. Licensee shall not assign, transfer, mortgage or encumber this license

10. Neither Licensor nor any agent or employee of Licensor shall be liable to Licensee for any injury or damage to Licensee or any other person or for any damages to or loss of any property of Licensee or of any other person, irrespective of the cause of such injury or damage,

except to the extent caused by or due to the gross negligence or willful act of Licensor or its agents or employees

11. Licensee hereby waives trial by jury in any action or proceeding brought against Licensee by Licensor relating to this Agreement. Licensee agrees not to claim any set-off or offset or interpose any counterclaim of whatever nature or description, except compulsory counterclaims, in any such proceeding or action.

12. All notices required or desired to be given hereunder shall be deemed properly given two days after being mailed by certified mail, return receipt requested, addressed to the parties at the addresses set forth in this Agreement. Either party may change its address by giving the other party notice of its new address.

13. A determination that any provision of this Agreement is void, unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the applications of any provision of this Agreement to any person or under particular circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

14. The parties hereby expressly acknowledge and agree that their remedies are cumulative, and that mention of a particular remedy in this Agreement does not preclude either from exercising any and all other rights and remedies available to it, whether at law or in equity

15. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

16. This Agreement shall be governed and construed in all respects by the laws of the State of New York.

17. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and no earlier statement or prior written agreement between the parties with respect to the subject matter of this Agreement shall have any force or effect. Licensee agrees that it is not relying on any representations, warranties or agreements other than those expressly contained in this Agreement. This Agreement shall not be modified or canceled except in a writing subscribed by all parties hereto. This Agreement shall bind the parties hereto and their successors and permitted assigns.

18. Licensee's obligations and liabilities under this Agreement shall survive the expiration or sooner termination of this Agreement.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

LICENSOR: TOWN OF NEWBURGH

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

LICENSEE:

Name: Shawn K. Brennan

Name: Jennifer Brennan

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

On the _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said 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 she executed same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

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

Notary Public

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

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

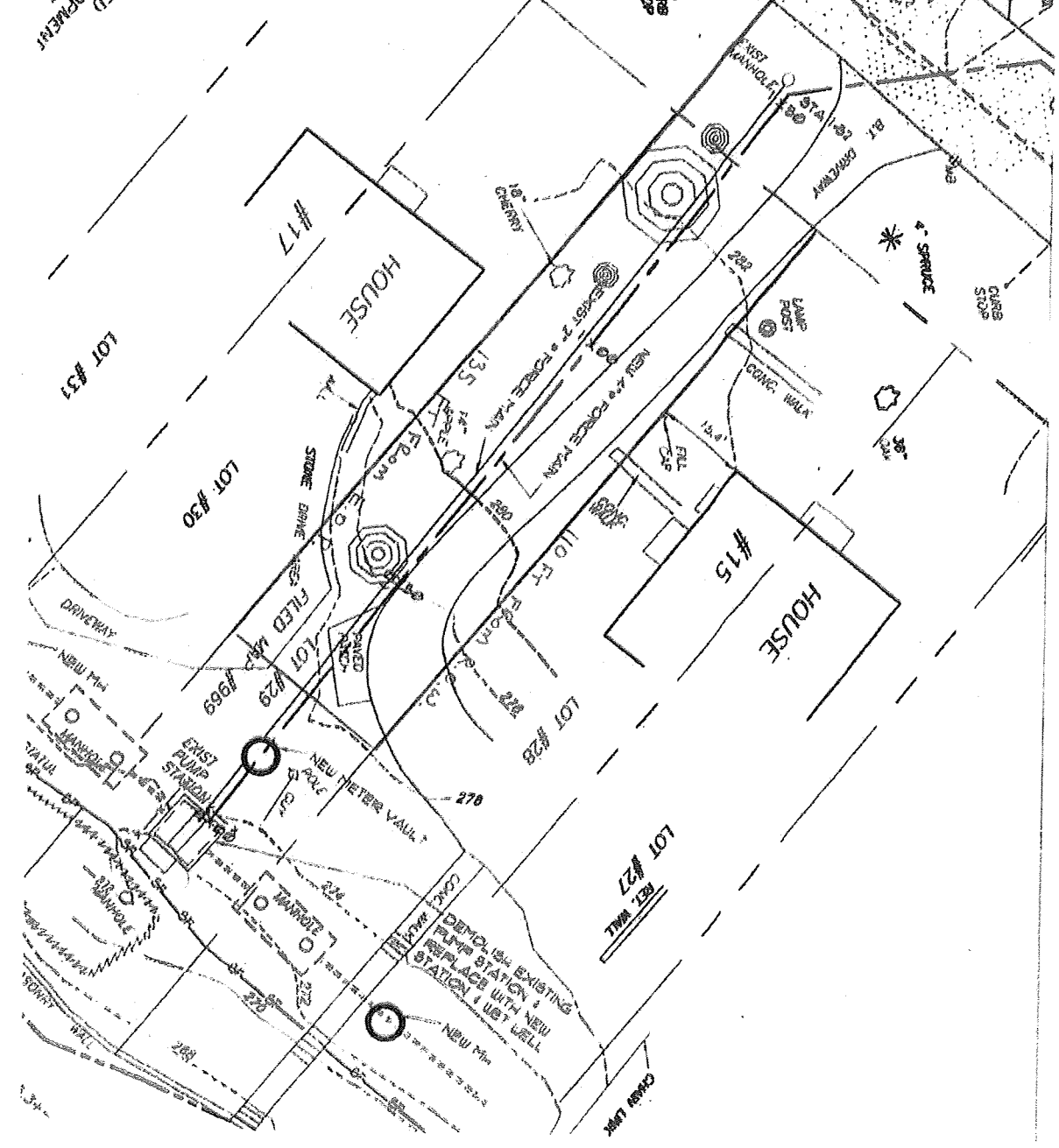
Notary Public

Schedule "A"

Schedule "A"

WINONA LAKE DEVELOPMENT
SECTION C

INTERGREEN



Name of Jurisdiction: _____

**RESOLUTION
TO AUTHORIZE THE ACCEPTANCE AND ADOPTION OF THE
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE FOR
ORANGE COUNTY, NEW YORK**

WHEREAS, the Orange County Department of Emergency Services, with the assistance from Barton & Loguidice, D.P.C., has gathered information and prepared the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York; and

WHEREAS, the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York has been prepared in accordance with the Disaster Mitigation Act of 2000 and Title 44 Code of Federal Regulations (CFR), Part 201; and

WHEREAS, Title 44 CFR, Chapter 1, Part 201.6(c)(5) requires each local government participating in the preparation of a Multi-Jurisdictional Mitigation Plan or Plan Update to accept and adopt such plan; and

WHEREAS, the Town of _____, has reviewed the 2018 Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, has found the document to be acceptable, and as a local unit of government, has afforded its citizens an opportunity to comment and provide input regarding the Plan Update and the actions included in the Plan;

WHEREAS, the Town of _____, will consider the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County during the implementation and updating of local planning mechanisms, and will incorporate the hazard assessment data, hazard vulnerabilities, and mitigation actions in these mechanisms, where applicable;

NOW THEREFORE, BE IT RESOLVED, that the Town of _____, as a participating jurisdiction, adopts the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York, dated April 2018.

This resolution was thereupon declared duly adopted on _____.

(Supervisor)

(Clerk)



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN
UPDATE FOR ORANGE COUNTY,
NEW YORK
OUR FILE NO. 800.1(B)(17)(2018)

DATE: AUGUST 16, 2018

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

In accordance with the Supervisor's request, enclosed please find the following resolution regarding the above referenced Orange County Hazard Mitigation Plan Update:

RESOLUTION OF TOWN BOARD AUTHORIZING THE ACCEPTANCE AND ADOPTION OF THE MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE FOR ORANGE COUNTY, NEW YORK.

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

MCT:kac

Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
James Osborne, Town Engineer (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Robert Petrillo, Commissioner of Parks, Recreation and Conservation (via e-mail)

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall,
1496 Route 300, in the Town of Newburgh,
Orange County, New York on the ____ day
of August, 2018 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 THE ACCEPTANCE
AND ADOPTION OF THE MULTI-
JURISDICTIONAL HAZARD MITIGATION
PLAN UPDATE FOR ORANGE COUNTY,
NEW YORK

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

WHEREAS, the Orange County Department of Emergency Services, with the assistance
from Barton & Loguidice, D.P.C., has gathered information and prepared the Multi-Jurisdictional
Hazard Mitigation Plan Update for Orange County, New York; and

WHEREAS, the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County,
New York has been prepared in accordance with the Disaster Mitigation Act of 2000 and Title 44
Code of Federal Regulations (CFR), Part 201; and

WHEREAS, Title 44 CFR, Chapter 1, Part 201.6(c)(5) requires each local government
participating in the preparation of a Multi-Jurisdictional Mitigation Plan or Plan Update to accept
and adopt such plan; and

WHEREAS, the Town Board, has reviewed the 2018 Multi-Jurisdictional Hazard
Mitigation Plan Update for Orange County, has found the document to be acceptable, and as a
local unit of government, has afforded its citizens an opportunity to comment and provide input
regarding the Plan Update and the actions included in the Plan;

WHEREAS, the Town Board, will consider the Multi-Jurisdictional Hazard Mitigation
Plan Update for Orange County during the implementation and updating of local planning
mechanisms, and will incorporate the hazard assessment data, hazard vulnerabilities, and
mitigation actions in these mechanisms, where applicable;

NOW THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh, Orange County, New York, as a participating jurisdiction, adopts the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York, dated April 2018.

BE IT FURTHER RESOLVED that the aforesaid resolution shall take effect immediately. The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

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

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on August _____, 2018 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh



ORANGE LAKE FIRE DISTRICT

15



407 SOUTH PLANK ROAD, SUITE 5
NEWBURGH, NY 12550
TEL 845-564-8217 • FAX 845-564-0188

31 July 2018

Town of Newburgh
1496 Rt 300
Newburgh, NY 12550

Attention: Mr. Gil Piaquadio
Supervisor

Dear Gil:

The Orange Lake Fire District has determined that the Emergency Communications Building located at the Meadow Hill Water Tank location needs emergency backup power. The District is requesting approval from the town to install a backup generator and propane tank at the site.

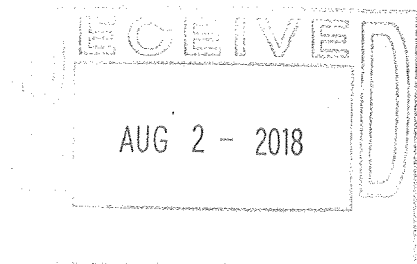
We further request approval to install a man gate in the fence on the ^{Meadow}Countryman Lane side to allow service and fueling to the generator.

All work to facilitate the installation of the generator and man gate will be done by the district. Any permits required, will also be obtained by the District.

The board thanks you in advance for your cooperation in this request. If additional information is required, please contact the Board Chairman, Gary Ferguson at 914.541.3743.

Gary Ferguson, Chairman
Orange Lake Fire District

GF:smh



WORK SESSION



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

Date: 8/14/18

Is the budget adjustment under \$5,000? Yes _____ No: X

If yes: Please give Gil a copy to sign and deliver to the Accounting Office.

If no: Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed To order larger size meters so the department can continue the meter change out program.

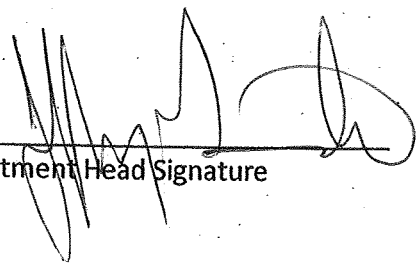
From: Account Number: 8340-0458 Amount: 15,000.00
Account Description: Repairs to Transmission System Amount: _____

From: Account Number: _____ Amount: _____
Account Description: _____ Amount: _____

To: Account Number: 8340-0466 Amount: 15,000.00
Account Description: operating Expenses Amount: _____

To: Account Number: _____ Amount: _____
Account Description: _____ Amount: _____

Please note: The total of the from and to should equal.



Department Head Signature

Gil Piaquadio, Town Supervisor



STEVEN M. NEUHAUS

COUNTY EXECUTIVE

February 9, 2018

Ms. Erin Drost
NYS OPRHP
Taconic Regional Office
9 Old Post Road
Staatsburg, NY 12580

Dear Ms. Drost:

The County of Orange, New York currently owns and maintains Cronomer Hill Park located in the Town of Newburgh. Of Cronomer Hill Park's 251.1 current acreage, 70 acres were purchased in 1971 with \$76,250 of Land and Water Conservation Funds (Project 36-00116) and 23.79 acres were developed into sports and playing fields in 1983 with \$65,000 of Land and Water Conservation Funds (Project 36-00741). While retaining ownership of Cronomer Hill Park, the County of Orange is proposing to lease for a period of 30 years, 4.9 acres of the park to the Town of Newburgh for the Town to construct, operate, and maintain a public recreation facility and adjacent parking lot for Town and County resident use. The County of Orange and the Town of Newburgh already have an agreement in place through which the Town of Newburgh uses Cronomer Hill Park's baseball, softball, and soccer fields which are contiguous to the proposed Recreation Center site. Town of Newburgh Staff headquartered out of the Recreation Center, will facilitate the safe public use of the Park's existing playground, outdoor pavilion, and scenic fire tower. Town of Newburgh staff will also upgrade and maintain the existing trail system of Cronomer Hill Park which will provide for better security.

The County of Orange and the Town of Newburgh are aware of the Land and Water Conservation Fund (LWCF) provisions and the attached use agreement abides by the associated compliance responsibilities for the site as described in the Land and Water Conservation Fund Manual. At the same time, the public outdoor recreation use of Cronomer Hill Park will be enhanced and will not be restricted or compromised through the construction of this public facility.

The new public Recreation Center will augment the programming, accessibility, and safety of Cronomer Hill Park while also improving and increasing the Park's outdoor recreation. The Recreation Center will be located on 4.9 acres in the northeastern section of Cronomer Hill Park, bordered by NY State Route 32/North Plank Road and Paffendorf Drive in the Town of Newburgh. The two-story Recreation Center will be approximately 70,000 square feet (200 feet x 175 feet) and include a gymnasium, year-round outdoor education classrooms, bathrooms, office space, a trail map kiosk, and a kitchen, which will connect to an outdoor concession area. Uses of the facility will be

compatible with and significantly supportive of outdoor recreation resources and uses at the site. The park's outdoor recreation use will continue to be greater than indoor use.

Outside, there will be a picnic area and a parking lot with adequate lighting for evening events. A septic system will also be installed and the building will connect to the Town of Newburgh public water system. Programming will include outdoor education, youth sports, senior citizen workshops, nature hikes, fitness classes, including outdoor yoga and tai chi, and arts and crafts classes.

The Recreation center is anticipated to be open seven days a week from 8:30a.m. until 10:00p.m. depending on the season. Residents of the County of Orange and the Town of Newburgh will have access to the park through the purchase of an annual pass. The fee for the pass will be the same for any resident of any municipality within Orange County. Non-residents of the County of Orange will also be able to purchase a pass for an additional fee, not to exceed more than double the cost for a resident. The facility will be available for rent for public events and meetings, (i.e.: organizations such as the Boy Scouts or Girl Scouts), outdoor education events and workshops, and nature-focused classes.

Would you please advise regarding the State's position with respect to the LWCF grant requirements and whether such arrangement between the County and Town would be acceptable to the State? Would you further please advise whether, in the opinion of OPRHP, alienation legislation would be necessary?

Thank you for your consideration of this request and for your anticipated response to our questions. Please do not hesitate to reach out to either of us should you need more information.

Sincerely,



Steven M. Neuhaus
Orange County Executive

Gil Piaquadio
Town of Newburgh Supervisor

WODE SESS 2018

18

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor
FROM: James W. Osborne, Town Engineer *JWO*
DATE: August 1, 2018
RE: TAX MAP # 4-2-2.1 (N/F RIVERA)

As discussed with you, there has been an informal request by Mr. Rivera to purchase some property owned by the Town to extend his rear property line and eliminate the infringement of his pool on Town property.

For your information, I have attached a satellite image of his house and pool. There seems to be little available area for him to relocate his pool.

I have also attached correspondence from Richard Drake submitting a correction deed for the Town owned parcel showing ownership lies with the Consolidated Water District. Property was originally purchased by the Town in 1994.

Please let me know what action, if any, the Town is willing to take so that I can inform Mr. Rivera. If the Town is willing to consider this, I would have Mr. Rivera formally submit his request in writing to the Town.

JWO/id

Attachment

cc: Town Board
M. Taylor, Attorney

Google Maps



Google

5-8-96

DRAKE, SOMMERS, LOEB, TARSHIS & CATANIA, P.C.
ATTORNEYS & COUNSELLORS AT LAW

BERNARD J. SOMMERS
JAMES R. LOEB
RICHARD J. DRAKE
STEVEN L. TARSHIS
JOSEPH A. CATANIA, JR.
RICHARD F. LIBERTH
GLEN L. HELLER
KEVIN T. DOWD
RICHARD M. MAHON, II (N.Y. & D.C. BARS)
STEVEN I. MILLIGRAM (N.Y. & N.J. BARS)

ONE CORWIN COURT
POST OFFICE BOX 1479
NEWBURGH, NEW YORK 12550
(914) 565-1100

FAX (914) 565-1999
(FAX SERVICE NOT ACCEPTED)

MONROE OFFICE
107 STAGE ROAD
MONROE, NEW YORK 10950
(914) 783-2600

STEPHEN J. GABA
ADAM L. RODD (N.Y. & CT. BARS)
KAREN COLLINS (N.Y. & D.C. BARS)
SHARON C. FLETCHER
DANIEL J. SCHNEIDER (N.Y. & N.J. BARS)
VINCENT G. SACCOMANDO
DENIS E. McGUINNESS (N.Y. & TX. BARS)
MARIANNA R. KENNEDY
THOMAS M. TRACY

OF COUNSEL
LEE J. JOHNSON (N.Y. & OH. BARS)
ELLEN VILLAMIL

WRITER'S DIRECT NO.
(914) 569-4323

May 7, 1996

Alisa Williams, Town Clerk
Town of Newburgh Town Hall
20-26 Union Avenue Extension
Newburgh, NY 12550

Re: Consolidated Water District
Our File No. 800.518

Dear Alisa:

I enclose correction deed for the Hedden property changing the grantee from the
Town of Newburgh to the Town of Newburgh Consolidated Water District.

If you have any questions, please call. I am,

Very truly yours,


RICHARD J. DRAKE

RJD/sfs/141103
Encl. 1

cc: Michael Fogarty, Assessor
George Bucci, Jr., Supervisor

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



received
5-8-96

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

TOWN OF NEWBURGH

TO
TOWN OF NEWBURGH CONSOLIDATED
WATER DISTRICT

SECTION 4 BLOCK 2 LOT 2.2

RECORD AND RETURN TO:
(Name and Address)

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE
ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

RICHARD J DRAKE ESQ
DRAKE SOMMERS LOEB TARSHIS & CATANIA PC
PO BOX 1479
NEWBURGH NY 12551
RJD/mwc/40,510

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER

PROPERTY LOCATION

- | | |
|-----------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> 2089 BLOOMING GROVE (TN) | <input type="checkbox"/> 4289 MONTGOMERY (TN) |
| <input type="checkbox"/> 2001 WASHINGTONVILLE (VLG) | <input type="checkbox"/> 4201 MAYBROOK (VLG) |
| <input type="checkbox"/> 2289 CHESTER (TN) | <input type="checkbox"/> 4203 MONTGOMERY (VLG) |
| <input type="checkbox"/> 2201 CHESTER (VLG) | <input type="checkbox"/> 4205 WALDEN (VLG) |
| <input type="checkbox"/> 2489 CORNWALL (TN) | <input type="checkbox"/> 4489 MOUNT HOPE (TN) |
| <input type="checkbox"/> 2401 CORNWALL (VLG) | <input type="checkbox"/> 4401 OTISVILLE (VLG) |
| <input type="checkbox"/> 2600 CRAWFORD (TN) | <input checked="" type="checkbox"/> 4600 NEWBURGH (TN) |
| <input type="checkbox"/> 2800 DEERPARK (TN) | <input type="checkbox"/> 4800 NEW WINDSOR (TN) |
| <input type="checkbox"/> 3089 GOSHEN (TN) | <input type="checkbox"/> 5089 TUXEDO (TN) |
| <input type="checkbox"/> 3001 GOSHEN (VLG) | <input type="checkbox"/> 5001 TUXEDO PARK (VLG) |
| <input type="checkbox"/> 3003 FLORIDA (VLG) | <input type="checkbox"/> 5200 WALLKILL (TN) |
| <input type="checkbox"/> 3005 CHESTER (VLG) | <input type="checkbox"/> 5489 WARWICK (TN) |
| <input type="checkbox"/> 3200 GREENVILLE (TN) | <input type="checkbox"/> 5401 FLORIDA (VLG) |
| <input type="checkbox"/> 3489 HAMPTONBURGH (TN) | <input type="checkbox"/> 5403 GREENWOOD LAKE (VLG) |
| <input type="checkbox"/> 3401 MAYBROOK (VLG) | <input type="checkbox"/> 5405 WARWICK (VLG) |
| <input type="checkbox"/> 3689 HIGHLANDS (TN) | <input type="checkbox"/> 5600 WAWAYANDA (TN) |
| <input type="checkbox"/> 3601 HIGHLAND FALLS (VLG) | <input type="checkbox"/> 5889 WOODBURY (TN) |
| <input type="checkbox"/> 3889 MINISINK (TN) | <input type="checkbox"/> 5801 HARRIMAN (VLG) |
| <input type="checkbox"/> 3801 UNIONVILLE (VLG) | |
| <input type="checkbox"/> 4089 MONROE (TN) | |
| <input type="checkbox"/> 4001 MONROE (VLG) | |
| <input type="checkbox"/> 4003 HARRIMAN (VLG) | |
| <input type="checkbox"/> 4005 KIRYAS JOEL (VLG) | |

NO. PAGES 3 CROSS REF _____
CERT. COPY _____ AFFT. FILED _____

PAYMENT TYPE: CHECK
CASH _____
CHARGE _____
NO FEE _____

CONSIDERATION \$ 0
TAX EXEMPT _____

MORTGAGE AMT \$ _____
DATE _____

- MORTGAGE TYPE:
- (A) COMMERCIAL
 - (B) 1 OR 2 FAMILY
 - (C) UNDER \$10,000.
 - (E) EXEMPT
 - (F) 3 TO 6 UNITS
 - (I) NAT.PERSON/CR.UNION
 - (J) NAT.PER-CR.UN/I OR 2
 - (K) CONDO

CITIES

- 0900 MIDDLETOWN
- 1100 NEWBURGH
- 1300 PORT JERVIS
- 9999 HOLD

Joan A Macchi

JOAN A. MACCHI
Orange County Clerk

RECEIVED FROM: *Drake*

LIBER 4362 PAGE 311

LIBER 4362 PAGE 311

ORANGE COUNTY CLERKS OFFICE 15020 MCD
RECORDED/FILED 04/01/96 01:07:55 PM
FEES 44.00 EDUCATION FUND 5.00
SERIAL NUMBER: 005933
DEED CNTL NO 528/07

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

THIS INDENTURE, made the 21st day of March, nineteen hundred and ninety-six

BETWEEN THE TOWN OF NEWBURGH, a municipal corporation having its offices at 20-26 Union Avenue Extension, Newburgh, New York 12550

party of the first part, and THE TOWN OF NEWBURGH CONSOLIDATED WATER DISTRICT, c/o the TOWN OF NEWBURGH, a municipal corporation having its offices at 20-26 Union Avenue Extension, Newburgh, New York 12550

party of the second part,
WITNESSETH, that the party of the first part, in consideration of TEN AND NO/100 -----

-----(\$10.00)---dollars,

lawful money of the United States, and other good and 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, tract of land situate in the Town of Newburgh, County of Orange and State of New York being more particularly described as follows:

*Xd
mwo/dm*

BEGINNING at a point in the southerly line of Mill Street at the street face end of a stone wall and northwest corner of lands now or formerly Hermance (liber 2292 page 51), thence, running with said stone wall and said land of Hermance and lands of Terrizzi (liber 1786 page 845, liber 1946 page 65) and lands of Gregg (liber 1647 page 1126) and land of the Town of Newburgh (liber 1945 page 146), the following 15 courses and distances:

- South 08-38-16 West 791.30 feet;
- South 05-38-33 West 231.13 feet;
- South 09-00-02 West 121.76 feet;
- South 06-54-19 West 100.68 feet;
- South 09-10-08 West 81.37 feet;
- South 20-55-25 West 116.30 feet;
- South 19-26-09 West 201.20 feet;
- South 12-59-52 West 37.42 feet;
- South 11-29-47 West 86.84 feet;
- South 09-13-12 West 268.42 feet;
- South 83-39-53 West 18.44 feet;
- South 06-46-31 West 41.01 feet;
- South 02-50-33 West 304.04 feet;
- South 69-32-06 West 184.24 feet, and
- North 19-59-58 West 317.89 feet to a point in the center of the Plattekill Creek, thence, running with said center of the Plattekill Creek and along reputed lands now or formerly Buchalter (liber 1744 page 517) and lands now or formerly of Town of Newburgh the following 15 courses and distances:
- North 28-01-38 East 59.68 feet;
- North 11-50-25 East 48.02 feet;
- North 01-39-16 East 95.32 feet;

North 05/47-07 West 62.01 feet;
North 11-54-08 West 55.72 feet;
North 05-11-46 East 71.06 feet;
North 07-55-41 West 62.50 feet;
North 07-12-48 East 232.92 feet;
North 09-57-41 East 150.85 feet;
North 21-38-48 East 109.14 feet;
North 09-50-40 East 148.50 feet;
North 19-09-44 East 150.17 feet;
North 18-04-40 East 459.30 feet;
North 02-35-48 West 228.78 feet, and
North 15-28-53 West 90.18 feet to a point in the southerly line of lands now or formerly Ledoux (liber 3887 page 108), thence, running with said land of Ledoux, North 66-45-42 East 231.89 feet to a point in the westerly line of land now or formerly Bruno (liber 3975 page 285), thence, running with said lands of Bruno the following 6 courses and distances:

South 05-56-46 West 83.23 feet;
South 78-25-51 East 127.36 feet;
North 10-20-38 East 17.86 feet;
North 10-28-52 East 59.23 feet;
North 09-19-36 East 59.07 feet, and
North 09-24-13 East 34.92 feet to a point in the aforementioned southerly line of Mill Street, thence, running with said road line, South 74-12.32 East 25.88 feet to the point and place of beginning.

Containing 17.239 acres of land as surveyed by J. Charles Boolukos P.L.S. in September of 1994.

This deed is given in clarification and to correct the name of the grantee in the certain deed dated October 6, 1994 from Walter W. Hedden, Sr. and Margaret Davis Hedden to the Town of Newburgh which deed was recorded in the Orange County Clerk's Office on October 25, 1994 in Liber 4128 of Deeds at page 268 and is acquired by the Consolidated Water District pursuant to resolution of the Town Board as part of the Chadwick Lake Land Acquisition Project for protection of the Town of Newburgh water shed.

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.

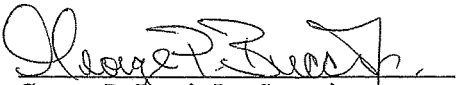
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

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 and will apply the same first to the payment of 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 the day and year first
above written.

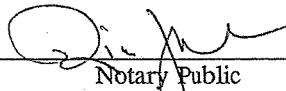
IN PRESENCE OF:

TOWN OF NEWBURGH

By: 
George P. Bucci, Jr., Supervisor

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

On the 21st day of March 1996, before me personally came GEORGE P. BUCCI, JR.,
to me known who being by me duly sworn, did depose and say that he resides at 9
Peter Avenue, Newburgh, New York 12550; that he is the Supervisor of the Town of
newburgh, the municipality described in and which executed the above instrument and
he signed the same by authority of the Town Board of said municipality.


Notary Public
RICHARD J. DRAKE
Notary Public, State of New York
No. 6096165
Resident on Appointment-Orange County
Commission Expires August 31, 1996

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
Title No.

THE TOWN OF NEWBURGH

SECTION 4
BLOCK 2
LOT 2.2
TOWN NEWBURGH

TO

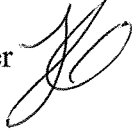
THE TOWN OF NEWBURGH CONSOLIDATED
WATER DISTRICT

RETURN BY MAIL TO:
Richard J. Drake, Esq.
Drake, Sommers, Loeb,
Tarshis & Catania, P.C.
P.O. Box 1479
Newburgh NY 12550

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: Jeff Guido, Water Department Manager



Date: August 15, 2018

Re: WIN 911 Software based dialer alarm (Chadwick Lake Filtration Plant)

Please see attached, for the Town Board's approval, a proposal from GHD to replace the current hardware based dialer alarm system with a software based dialer alarm compatible with the Delaware Aqueduct Tap Filtration Plant's system. We have been utilizing this same alarm system with very reliable results at the DAT WTP since the plant went on line in 2013. The current alarm system has reached a limit, and no additional alarm points are available. This new system will give us the ability to add an unlimited amount of additional alarms.

The funds for this purchase were previously approved as part of this year's 2018 budget under the Equipment/Other Capital budget line (8330-0200-4001). I would like to request the Town Board make these funds available, so that we may proceed with the purchase of the new dialer alarm system.

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

2017 ACTUAL	ORIG 2018 BUDGET	ADJUSTED 2018 BUDGET	ACTUAL TO DATE	2019 Requested	2019 Tentative	2019 Preliminary	2019 Adopted	VARIANCE TO Adopted
040-8330-0200-4001 EQUIPMENT/OTHER CAPITAL								
	02 00			8,000.00				
	03 00			26,000.00				
	04 00			15,000.00				
	05 00			20,000.00				
58,002.12	69,000.00	69,000.00	0.00	69,000.00				100-%
DEPT-PURIFICATION PROJ-CHADWICK LAKE								
040-8330-0200-4002 EQUIPMENT/OTHER CAPITAL								
	01 00			8,300.00				
	01 01			8,300.00				
0.00	8,300.00	8,300.00	0.00	8,300.00				100-%
DEPT-PURIFICATION PROJ-DELAWARE AQUADUCT								
GROUP 2 EQUIPMENT/OTHER CAPITAL OUTLAY TOTAL								
58,002.12	77,300.00	77,300.00	0.00	77,300.00				100-%
LINE ITEM 0200 EQUIPMENT/OTHER CAPITAL TOTAL								
58,002.12	77,300.00	77,300.00	0.00	77,300.00				100-%



July 26, 2017

Mr. Anthony Ciaccio
Chief Operator
Town of Newburgh
Water Department
311 Route 22
Newburgh, NY 12550

Re: Chadwick WTP WIN911 Implementation

Dear Mr. Ciaccio:

GHD is pleased to provide the following scope of services to provide a software-based alarm notification program for the Town of Newburgh at the Chadwick Water Treatment Plant (WTP).

SCOPE OF SERVICES

1. Purchase one licensed copy of WIN911 professional to match the existing dialer program at the DAT WTP.
2. Purchase one PCIe Dialogic voice modem to facilitate voice notification of alarms from the Chadwick WTP.
3. Perform a single site visit to install purchased software and hardware.
4. Coordinate with the plant to develop a call-out structure and to coordinate the alarms that will dial out via WIN911. Just like at the DAT WTP, WIN911 can dial out on any alarm that is already within iFIX, but WIN911 cannot dial out on alarms that are not already connected to the PLCs and setup to alarm. Any alarms that are connected to the RACO Verbatim dialer that do not also appear in the HMI will require wiring to the PLC and PLC program modifications not included in this proposal.
5. Testing the dialer configuration.

WORK NOT INCLUDED IN THIS PROPOSAL

1. Wiring existing alarms to the plant PLC that do not already exist in the HMI.
2. PLC program modifications.
3. Any field wiring.
4. Extension of a dedicated analog telephone line to the SCADA1 computer.

\\ghdnet\ghd\US\Cazenovia\Projects\Groups\Administration\Letter Proposals\2017\Newburgh - Chadwick WTP WIN911 Implementation-CDS.docx



SCHEDULE

This work will be completed within 30 days of notice to proceed.

PROJECT COST

GHD will provide the services listed in the Scope of Services above for a lump sum amount of \$8,000.

If you have any questions, please call.

Sincerely,

GHD CONSULTING SERVICES INC.

A handwritten signature in cursive script that reads "C.D. Sedlack".

C. Dustin Sedlack
Associate

CDS/dlr

cc: Jeff Guido, Town of Newburgh
Kevin Castro, PE, GHD

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: Jeff Guido; Water Department Manager



Date: August 15, 2018

Re: Vehicle Purchase Approval

Please see attached, for the Town Board's approval, a copy of a Vehicle Purchase Proposal from VanBortel Ford, 71 Marsh Road, East Rochester, New York 14445 for two new F-350XL Regular Cab Pickup Trucks with rear lift gates and plow equipment for \$42,589.50 each, total of \$85,179.00.

There is approximately \$110,000 within a Water Capital Project for trucks and truck bodies. I am asking for authorization to charge this account for the two trucks and asking for the Town Accountant to close out the remaining balance within this account and transfer this remaining amount back to the water fund.

These vehicles will replace two aging vehicles in the Water Supply / Filtration department; vehicle # 507 and vehicle # 604.

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

Thursday August 2nd, 2018 11:41 AM



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase Proposal

Attention: George Woolsey

Purchase Order#:

Town of Newburgh
 88 Gardnertown Rd
 Newburgh NY12550
 Phone: 845-561-2288 Fax: 845-561-3975
 Email: fleetmaintenance@townofnewburgh.org

Quote# 27720
 Onondaga Bid 7974 2019

Item Description	Code	Qty	Your Price	MSRP
2019 Ford F-350 XL Reg Cab 4x4 8.0' Box	F3B	1	\$ 26,392.50	\$ 38,250.00
Oxford White	Z1	1	\$ 0.00	\$ 0.00
6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)	996	1	\$ 0.00	\$ 0.00
TorqShift® six-speed automatic w/SelectShift	44P	1	\$ 0.00	\$ 0.00
Cab Steps (w/ Regular Cab XL)	18B	1	\$ 288.00	\$ 320.00
Cloth 40/20/40 Split Bench - (XL Only) (Regular Cab)	1S	1	\$ 90.00	\$ 100.00
Electronic Shift on the Fly Std	213	1	\$ 0.00	\$ 0.00
Snow Plow Package	473	1	\$ 166.50	\$ 185.00
Spare Tire and Wheel w/ Jack Std on Pickup	512	1	\$ 0.00	\$ 0.00
Premium Electronic AM/FM Stereo w/ Single CD & Sync	585	1	\$ 495.00	\$ 550.00
Center High Mount Stop Lamp (CHMSL)	69H	1	\$ 0.00	\$ 0.00
Upfitter Switches (6)	66S	1	\$ 148.50	\$ 165.00
Extra Heavy-Duty Alternator	67D	1	\$ 0.00	\$ 0.00
Tough Bed Spray-in bedliner	85S	1	\$ 486.00	\$ 540.00
Dual Batteries (78 Amp.) on 6.2L Gas (Recommend for plowing)	86M	1	\$ 189.00	\$ 210.00
Power Equip Group on XL Only (Reg & Super Cabs)	90L	1	\$ 823.50	\$ 915.00
Daytime Running Lamps (Fleet only)	942	1	\$ 40.50	\$ 45.00
LT245/75R17E BSW AT (Optional XL)	TBM	1	\$ 148.50	\$ 165.00
Axle, Electronic Locking (Ratio 4.30)	X4M	1	\$ 351.00	\$ 390.00
Ford Snow Plow Surcharge	Warr	1	\$ 695.00	\$ 695.00
Ford Powertrain Commercial Use Surcharge Required	Warr	1	\$ 100.00	\$ 100.00
Ford Powertrain Warranty 5 year, 100,000 mi \$100.00 Deductible 4x4	WarrG	1	\$ 1,588.50	\$ 1,765.00
1500# Tommy Gate, G2 Dual Cylinder, Steel Platform, 55" x 38" Steel Platform		1	\$ 4,235.00	\$ 6,050.00
Rooftop Mounted LED Mini Bar - Amber Fits Super Duty without addl bracket.		1	\$ 490.00	\$ 700.00
Fisher 9' Heavy Duty 2 Plow Complete Includes Handheld Control, Cutting Edge, and Shoes		1	\$ 6,580.00	\$ 9,400.00
Fisher Steel SnoFoil Any HD Series Plow		1	\$ 420.00	\$ 600.00
Special Value Credit for Plow & Lift Gate Upfit		1	\$ -1,500.00	\$ 0.00
Delivery to Region 5	Reg 5	1	\$ 362.00	\$ 362.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first.	Total Price:		\$ 42,589.50	
Quantity on this Order: 1	Grand Total:		\$ 42,589.50	

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: _____ Title _____ Date _____

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: George Lunney Quote: 27720

21A
and
21B

Data Processing For August 27th 2018 Workshop

New software in the Assessor's office requires larger monitors

Purchase of four (4) dell 24" monitors @ \$ 129.99

Purchase of four (4) APC Uninterrupted power supplies @ \$ 47.49

1.


Motion to purchase above equipment from Office Depot \$ 709.92

2.

Motion to expend \$ 709.92 from the Computer Reserve Account # 001-878

A handwritten signature in black ink, enclosed in a large, loopy oval. The signature appears to be "G. H." or similar initials.

Office DEPOT.
OfficeMax

 **SAVE 50%** on a Logitech MX Anywhere 2S Wireless Mouse when you purchase any Monitor, Desktop, or Laptop [Shop Now](#)

Dell® 24" Widescreen HD LED LCD Monitor, SE2416H Item # 941236



\$179.99 each (Reg)

\$149.99 Sale (Save \$30)

Limit: 2

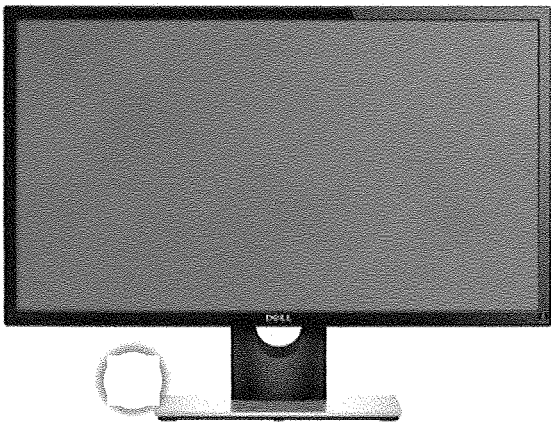
Free next business day delivery ⓘ

Order in the next 8 hours 37 minutes and get it **Tuesday, August 21**

Pick Up In 1 Hour ⓘ

Sold in stores

  Tour  Images



Office DEPOT.
OfficeMax

APC Back-UPS BN450M Battery Backup, 6 Outlet, 450VA/255W Item # 383084



\$49.99 each

Free next business day delivery ⓘ

Order in the next 8 hours 22 minutes and get it **Tuesday, August 21**

Pick Up In 1 Hour ⓘ

Sold in stores

Recommended Products



Product Details

Item #	383084
OfficeMax #	25399658
Manufacturer #	BN450M
average charging time	8 hours
brand name	APC
coaxial cable line protection	no
color	black
connected equipment warranty	\$75,000
cord length	5 feet
depth	10 in.
dimensions	9.80"H x 4.13"W x 5.52"D
EMI/RFI noise reduction	yes
fax/phone line protection	no
Frequency Provided	50/60 Hz \pm 1Hz
height	5.5
Input Connectors	1 x power NEMA 5-15
joule rating	365 joules
manufacturer	APC
mounting hardware included	no
number of outlets	6
number of outlets with battery backup	4
on/off switch	yes
protection status indication	yes
standalone/rack-mounted	standalone
UL listed	yes
volt-amps	450 VA
warranty length	3-year limited
wattage	255 watts
width	4.1 in.

Show More ▾

Customer Reviews

[Product Tour](#)

APC by Schneider Electric Back-UPS BN450M

Certainty in a connected world

The new Back-UPSTM BN450M provides instant battery power to your critical electronic devices when the power goes out, keeping you connected and available both personally and professionally. The refreshed design provides longer runtime during outages for both heavy (desktop PC, television) and lighter (home network) connected loads with more battery backup outlets (4).

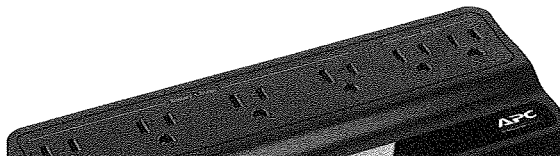
Power and protect all of your critical electronics while maintaining your internet connection during prolonged power outages. The new and improved APC Back-UPS BN450M keeps you connected to what matters the most by providing more runtime and battery backup outlets than ever before.

What's in the Box:

- Back-UPS BN450M
- 5-foot line cord with NEMA 5-15 right-angle plug end
- User Manual



Media



800 COMPLIANCE POLICIES

801 *The Americans with Disabilities Act*

Policy Statement - It is the policy of the Town of Newburgh to fully comply with the provisions and spirit of the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with disabilities. All employment practices, such as recruitment, hiring, promotion, demotion, layoff and return from layoff, compensation, job assignments, job classifications, paid or unpaid leave, fringe benefits, training, employer-sponsored activities, including recreational or social programs, will be conducted so as not to discriminate unlawfully against persons with disabilities. This also extends to prohibit discrimination based on a person's relationship or association with a disabled individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) along with work assignments, classifications, seniority, leave, and all other forms of employment compensation or advantage.

802 *Equal Employment Opportunity*

Policy Statement - The Town of Newburgh is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of a person's race, religion, color, sex, age, national origin, marital status, pregnancy, veteran status, disability, genetic predisposition or carrier status, sexual orientation, or any other protected class or status. Likewise, the Town prohibits employees, all Town officers and elected officials, vendors, suppliers, visitors, customers, and any other non-employee from discriminating against Town of Newburgh employees based on these protected groups. This policy applies to all terms and conditions of employment including, but not limited to, recruiting, hiring, placement, promotion, termination, layoff, transfer, leave of absence, compensation, benefits, training, and social and recreational programs.

Complaint Procedure - An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Town immediately.

Application of Policy - This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

803 *Discriminatory Harassment Policy*

Purpose:

It is the policy of the Town of Newburgh to provide and maintain a work environment which is free from unlawful discrimination based on sex (with or without sexual conduct and including gender identity and transgender status), race, creed, color, religion, national origin, age, disability, sexual orientation, military status, marital status, familial status and any other

class protected by law (collectively referred to as "discriminatory harassment" or "harassment"). Harassment based on these characteristics is a form of unlawful discrimination and is prohibited in each and every work environment and each and every situation which directly impacts the work environment.

The Town of Newburgh will take appropriate steps to prevent and correct unlawful harassment and discrimination as defined by both federal and state law. The federal laws include but are not limited to Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. The state law is the New York State Human Rights Law.

Policy:

The Town of Newburgh recognizes the rich diversity of its employees and the varying cultures, backgrounds, and experiences they each bring to the workplace. The Town is committed to maintaining and promoting a work environment where similarities and differences are respected and valued. The Town will not tolerate harassment or discrimination of any kind in the workplace.

An employee is expected to treat coworkers, customers, Department Heads, Town officers and elected officials, vendors, suppliers, and other "non-employees" as this term is defined by law (to include contractors, vendors, consultants or other persons providing service to the Town pursuant to a contract or those who are employees of the contractor, vendor or consultant) that the employee comes in contact with on the job with fairness, dignity, and respect. The Town prohibits any form of discrimination, harassment, or other offensive behavior targeted towards an individual based on race, religion, color, sex (including gender identity and transgender status), age, national origin, marital status, familial status, pregnancy, veteran status, arrest/criminal record, disability, genetic predisposition or carrier status, sexual orientation, or any other classification established and protected by law.

The Town considers discriminatory harassment to be a form of employee misconduct and considers this type of misconduct to be a serious offense which will not be tolerated. Allegations of harassment will be investigated thoroughly and if substantiated, will be met with appropriate corrective and/or disciplinary action commensurate with the seriousness of the offense(s), and in accordance with the parameters of applicable collective bargaining agreements and/or state law.

This policy applies to all Town employees, volunteers, interns, Town officials, applicants and personnel in a contractual relationship with the Town and to non-employees. This policy prohibits harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the Town (e.g., an outside vendor, consultant or citizen).

Elected officials, commissioners, department heads, managerial and supervisory personnel are responsible for enforcing this policy and ensuring a work environment free from discriminatory harassment and its effects. These individuals must take immediate and appropriate corrective action, when instances of harassment come to their attention, to assure compliance with this policy. Failure of a manager or supervisor to comply with this

responsibility may result in disciplinary action.

Definitions:

A. Sexual harassment is defined as:

Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. a. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment (e.g., promotion, training, assignments, etc.);
- b. Submission to such conduct is made explicitly or implicitly a term or condition of work for the Town as a consultant, vendor or contractor or an employee of the consultant, vendor or contractor;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions (e.g., hiring, evaluation, promotion) affecting such individual; **or**
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of specific behaviors that may be considered sexual harassment include, but are not limited to:

- Spoken or written words related to an employee's sex
- Any sexual advance that is unwelcome
- Sexually oriented comments
- Showing or displaying pornographic or sexually explicit objects or pictures in the workplace
- Offensive touching, patting or pinching
- Requests for sexual acts or favors
- Abusing the dignity of an employee through insulting or degrading sexual remarks or conduct
- Threats, demands or suggestions that an employee's work status is contingent upon her/his toleration of or acquiescence to sexual advances
- Subtle pressure for sexual activities
- Leering at a person

Sexual harassment is gender neutral and may involve members of the same or different gender (including gender identity and transgender status individuals).

B. Other unlawful harassment:

Harassment on the basis of any other protected characteristic is also prohibited. Under this policy, prohibited harassment is verbal or physical conduct that is offensive to or

shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, sexual orientation or marital status (and any other class protected by law and detailed above), and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace (including through e-mail) of written or graphic material that denigrates or shows hostility or aversion toward an individual or group, based on an individual's protected class.

C. Individuals and conduct covered:

This policy applies to all applicants and employees of the Town (including volunteers, interns, Town officers, elected officials and department heads) and non-employees and prohibits harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the Town (e.g., a non-employee, including an outside vendor, consultant or citizen).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

D. Other unacceptable conduct:

This policy also prohibits conduct of one employee toward another that may not rise to the level of discrimination or harassment in violation of the law, but nonetheless creates a degree of hostility or intimidation that adversely affects the work environment. Teasing, ridicule, and other conduct intended to annoy, personally attack, belittle or embarrass another individual is inappropriate and also unacceptable in the workplace. Therefore, the Town encourages the use of its complaint procedure by employees who believe they have been subject to inappropriate conduct by another employee, even if such conduct may not be harassment or discrimination per se. The Town endeavors to create an environment in which employees may feel free to raise concerns and are confident that those concerns will be addressed.

Procedure:

A. Reporting Harassment:

1. If an individual is subjected to a situation which he/she believes constitutes discriminatory harassment in violation of this Policy, the Town recommends that the employee confront the harasser directly and advise the harasser that his/her behavior is not welcomed and will not be tolerated; note that neither this policy nor state/federal law requires that an individual tell an alleged harasser to stop his/her

actions. Employees should feel free to keep written records of any alleged sexual harassment incidents, including the date, time, location, names of people involved, witnesses (if any), and who said or did what to whom.

TO TOWN: SPEAK WITH RWGM THAT INVESTIGATIONS SHOULD BE CONDUCTED BY OFFICE OF TOWN SUPERVISOR OR DESIGNEE.

2. If an alleged incident of harassment cannot be resolved directly between the parties involved, a written or verbal complaint should be filed by the affected employee with the employee's immediate supervisor. In the event the employee does not believe it would be appropriate to file the complaint with the immediate supervisor, it may be filed directly to the appropriate Department Head or to the Town Supervisor.
3. All harassment complaints will be investigated as promptly as possible and resolved within a reasonable time after the receipt of the complaint. The Department Head will coordinate an investigation of the complaint. Following the investigation, the Department Head shall issue a written report of findings and conclusions. This report will be submitted to the Town Supervisor.
4. Thereafter, an initial determination on the complaint will be issued from the Department Head and results communicated, in writing, back to the complainant.
5. Retaliation against any individual making a harassment complaint or assisting in the investigation of such a complaint is strictly forbidden. Retaliation, like discrimination and harassment, is against the law and is a serious violation of this Policy. Employees who retaliate against other employees who complain about harassment and/or participate in investigation of harassment will be subject to disciplinary action.

B. Appeal Procedure:

1. In the event that the Department Head determines that the incident(s) reported do(es) not constitute unlawful discriminatory harassment as defined in this Policy, the employee who filed the complaint may appeal the initial determination to the Town Supervisor for a final determination.
2. In the event that an appeal is filed with the Town Supervisor, the appeal shall be reviewed by the Town Supervisor or his/her designee. The Town Supervisor may obtain additional information if necessary including meeting with the complainant. Thereafter, the Town Supervisor or his/her designee will issue a decision within twenty (20) working days after receipt of the appeal.
3. If no appeal is taken within thirty (30) calendar days from the date of the Department Head's initial determination, said determination will constitute the final determination in the matter.

a. Miscellaneous

1. In the event a complaint of discriminatory harassment is determined to be founded, the Town will take disciplinary action in accordance with the provisions of the applicable collective bargaining agreement and/or state law, or other remedial action as applicable.
2. If disciplinary charges are filed against an employee on the grounds that the Town has determined the employee is guilty of unlawful harassment, the accused employee may exercise his/her rights through the disciplinary procedure provided for in his/her labor contract and/or state law, if applicable.
3. Reporting of a **false complaint** is a serious act. In the event it is found that the individual bringing the complaint has made false accusations, the Town will take action in accordance with the provisions of the applicable collective bargaining agreement and/or state law, if applicable.
4. All information gathered during an investigation of a discriminatory harassment complaint will be handled in a confidential manner, to the extent possible.
5. DISCLOSURE: The terms of any settlement or other resolution are subject to disclosure UNLESS the Complainant seeks confidentiality. This request for confidentiality may be revoked within a certain time period in accordance with State law.
6. Retaliation against any individual making a discriminatory harassment complaint or assisting in the investigation of such a complaint is forbidden. Retaliation is a serious violation of this policy which may result in disciplinary action.
7. This Policy does not preclude the filing of discriminatory harassment complaints with either the New York State Division of Human Rights or the Federal Equal Employment Opportunity Commission, or the pursuing of any other remedies as permitted by law.
8. REIMBURSEMENTS:

Any employee who has been subject to a judgement of personal liability for intentional wrongdoing in connection with a claim for sexual harassment shall reimburse the Town for any monies it paid to a complainant for what was found to be the employee's proportionate share of said judgement.

These reimbursements must be made within ninety (90) days from payment by the Town to the Complainant. A failure to reimburse will result in the sum being withheld directly from the employee's compensation or through

enforcement of a money judgement.

b. Responsibilities of Managers/Supervisors

1. All managerial and supervisory personnel of the Town of Newburgh shall be responsible for enforcing this Policy and shall have particular responsibility for ensuring that the work environment under their supervision is free from discriminatory harassment and its effects. Failure of a manager or supervisor to comply with this responsibility may result in disciplinary action.
2. All managerial and supervisory personnel who receive discriminatory harassment complaints will be responsible for immediately forwarding such complaints to the appropriate Department Head and simultaneously to the Town Supervisor.

c. Training and Policy Dissemination

1. The Town of Newburgh will conduct periodic training for managerial and supervisory personnel in each Department of the Town on the issues surrounding discriminatory harassment, its effects and its appearances, and the role and responsibility of managerial/supervisory personnel in preventing incidents of harassment complaints.
2. The Town of Newburgh shall distribute this Policy to all Town employees and all others covered by its parameters. Copies of this Policy will be distributed to new employees as they are hired.
3. Copies of this Policy will be conspicuously posted.

FORM A

TOWN OF NEWBURGH

DISCRIMINATORY HARASSMENT COMPLAINT FORM:

This form may be used to file a charge of harassment which is a form of discrimination prohibited by federal law and the New York State Human Rights Law.

It in no way deprives you of the right to file a complaint with the US Equal Employment Opportunity Commission, New York State Division of Human Rights, or the Federal/State courts.

(PLEASE PRINT OR TYPE)

1. Name _____ Phone Number _____
Residence _____
Mailing Address (if different from residence) _____
City _____ State _____ Zip Code _____

2. Department that you work in _____

3. (a) Have you filed this charge with a Federal, State or local government agency?
YES/NO: _____ When _____ Where _____
(Month/Day/Year)

(b) Have you instituted a suit or court action on this charge?
YES/NO: _____ When _____ Where _____
(Month/Day/Year)

(AN AFFIRMATIVE REPLY TO THIS QUESTION WILL IN NO WAY STOP A TOWN REVIEW OF YOUR COMPLAINT)

4. Alleged Discrimination Occurred on or about:
Month: _____ Day: _____ Year: _____ Time: _____

Is this alleged discrimination continuing: YES _____ NO _____

Describe the alleged act of harassment. Use additional sheets if necessary.

5. Indicate the name(s) of the alleged harasser(s):

8/20/18

6. State the name(s) of any potential witness(es):

7. I swear or affirm that I have read the above related facts and that the statements are true and correct to the best of my knowledge, information and belief.

Date: _____
(sign your name)

-INFORMATION PROVIDED WILL BE CONFIDENTIALLY MAINTAINED-

FORM B

TOWN OF NEWBURGH

NOTICE OF WITHDRAWAL OF COMPLAINT OF DISCRIMINATORY HARASSMENT

COMPLAINANT'S NAME:

TITLE AND DEPARTMENT:

DATE COMPLAINT FILED:

DEPARTMENT HEAD NOTIFIED:

I hereby withdraw this complaint and agree that no further internal action is required on it.

Complainant's Signature

Date

FORM C

TOWN OF NEWBURGH

NOTICE OF RESOLUTION OF COMPLAINT OF DISCRIMINATORY HARASSMENT

COMPLAINANT'S NAME:

WORK SITE:

DATE COMPLAINT FILED:

PERSON COMPLAINED OF:

TITLE AND DEPARTMENT:

RESOLUTION:

BY SIGNING BELOW, ALL PARTIES SIGNIFY THAT THEY AGREE TO THE TERMS BY WHICH THIS COMPLAINT WAS RESOLVED AND FURTHER AGREE THAT NO FURTHER INTERNAL ACTION IS REQUIRED ON THIS COMPLAINT.

COMPLAINANT DATE

PERSON COMPLAINED OF DATE

DEPARTMENT HEAD DATE

TOWN SUPERVISOR DATE

FORM D

TOWN OF NEWBURGH

NOTICE OF APPEAL OF DECISION OF THE DEPARTMENT HEAD

COMPLAINANT'S NAME:

TITLE AND DEPARTMENT:

DATE COMPLAINT FILED:

I hereby appeal the determination of the Department Head in this matter to the Town Supervisor and ask that the Town Supervisor render a final determination.

Complainant's Signature

Date

Details of Appeal:

(Submit Appeal Notice to Town Supervisor)