

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

WORKSHOP MEETING AGENDA
Wednesday, October 14, 2015
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. ACCOUNTING:
 - A. Budget Adjustment #1 From Repairs
 - B. Budget Adjustment #2 From Other Expenses
 - C. Budget Adjustment #3 From Interfund Transfers
7. POLICE:
 - A. Budget Transfer for IT Expenses
 - B. Budget Transfer for Telephone and Internet Expenses
 - C. Purchase of Safe Kits
8. HIGHWAY: Budget Transfer
9. AT&T CELLULAR: Lease
10. EMPLOYEE ASSISTANCE PROGRAM: Renewal of Contract
11. ANIMAL CONTROL: T-94 Withdrawal
12. DPW: Fire Hydrant Painting
13. DEFERRED COMPENSATION
14. ROSETON SEWER CORP RATES
15. ADJOURNMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

6A+B

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Town Board
CC: Gil Piaquadio, Town Supervisor
From: Ronald E. Clum, CPA
Date: October 5, 2015
RE: Budget Adjustment

Upon preparing the 2015 budget, interest expense on the \$900,000.00 Bond Anticipation Note (BAN), was inadvertently left off. In order to pay the interest expense associated with the BAN, the following budget adjustments are needed before the due date of 11/02/15.

	From :	Account #050-8130-0458-5004	\$11,250.00	Repairs
6A	To :	Account #050-9730-0700-5004	\$11,250.00	BAN Interest
	From:	Account #030-5140-0499	\$2,206.00	Other Expense
6B	To:	Account #030-9730-0700	\$2,206.00	BAN-Interest

Thank you in advance for your approval.

Ronald E. Clum, CPA

10/5/15

Date



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

6C

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220
Fax: 845-566-9461
E-Mail: rclumaccountant@townofnewburgh.org

To: Town Board
CC: Gil Piaquadio, Town Supervisor
From: Ronald E. Clum, CPA
Date: October 9, 2015
RE: Budget Adjustment

Upon preparing the 2015 budget, the administrative fee on the EFC bonds were inadvertently left off. In order to pay the interest expense associated with for the EFC bond, the following budget adjustment is needed.

From:	Account #040-9902-0900	\$18,792.00	Interfund Transfers
To:	Account #040-9710-0700	\$18,792.00	Serial Bond-Interest

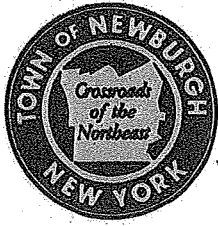
Thank you in advance for your approval.

Ronald E. Clum, CPA

Date

10/9/15

7A



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael P. Clancy
Chief of Police

(845) 564-1100

Date: 10/06/15

To: Town Supervisor Gil Piaquadio

From: Chief Michael Clancy

Subject: Fund Transfer

Dear Supervisor Piaquadio:

To cover the cost of IT expenses for the month of August & September, as well as the remainder of 2015 I am requesting that \$5,000.00 be transferred from account # 3010.497 to account # 3010.499.

Respectfully Submitted:


Chief Michael Clancy



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael P. Clancy
Chief of Police

(845) 564-1100

Date: 10/06/15

To: Town Supervisor Gil Piaquadio

From: Chief Michael Clancy

Subject: Fund Transfer

Dear Supervisor Piaquadio:

To cover the cost of the remaining telephone and internet expenses for the remainder of 2015 I am requesting that \$5,000.00 be transferred from account # 3010.497 to account # 3010.480.

Respectfully Submitted:


Chief Michael Clancy

7c



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief of Police

(845) 564-1100

October 8, 2015

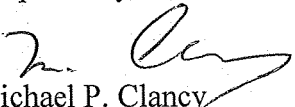
To: Town Board

From: Chief Michael P. Clancy

Subject: Authorization to Purchase Narcotic Safe Kits for K-9s

I am requesting your authorization to purchase Narcotic Safe Kits for the K-9 Unit. These kits provide a safe method of narcotic training to the K-9 unit using pseudo drugs that cannot harm the dogs if accidentally ingested. The total cost of these items will be \$1,777.89 which I request be taken from the seizure account (#3120.485).

Respectfully Submitted:


Michael P. Clancy
Chief of Police

TOWN OF NEWBURGH

Police Department
300 Gardnertown Rd.
Newburgh, New York 12550
(845) 564-1100

DO NOT WRITE IN THIS BOX

DEPARTMENT Police Department

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
3120.485	\$1,777.89	
Total	\$1,777.89	
Abstract #		

CLAIMANT'S NAME	Ray Allen Manufacturing, LLC
AND ADDRESS	975 Ford Street Colorado Springs, CO 80915 (800) 444-0404

TERMS Net 30

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
10/2/2015	1	Magnetic Stash Box (5 boxes with labels) (SB55)	\$69.99	\$69.99
	1	Narcotic Bags - Small Duck Cloth (N-1A)	\$29.99	\$29.99
	4	Pelican Cases for Narcotics Safe Kit (EZ9PC)	\$39.99	\$159.96
	1	Glass Jars for Narcotics Safe Kit (EZ9J)	\$28.99	\$28.99
	1	Label Sheet for Narcotics Safe Kit (EZ9L)	\$3.99	\$3.99
	1	Narcotics Safe Kit (EZ9)	\$344.99	\$344.99
	1	Scentlogix Narcotics Detection Kit Bundle (SSN100)	\$1,094.99	\$1,094.99
	1	Towels (For Narcotic Scent Detection) (RW82003)	\$44.99	\$44.99
TOTAL				\$1,777.89

CLAIMANT'S CERTIFICATION

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

_____ DATE	_____ SIGNATURE	_____ TITLE
(Space below for municipal use)		

DEPARTMENT APPROVAL

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

Date Authorized Official

APPROVAL FOR PAYMENT

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

_____ Date	_____ Auditing Board
---------------	-------------------------



The World Leader in Professional K-9 Equipment Since 1948

K9 QUICK LINKS

New Products

NEW! GHOST Series

Ray Allen Exclusive

Sale

View Online Catalog

Gift Certificates

Online Quotes

RAY ALLEN CATEGORIES

Bite Suits

Bite Sleeves

Dog Collars

Dog Harnesses

Dog e-Collars

Dog Leads, Leashes & Lines

K9 Handler Kits

Dog Muzzles

K-9 Transport

Tactical Gear

K9 Heat Alert & Deployment Systems

Kennels & Accessories

Bowls, Pails, Food Storage

Nutritional Supplements

Grooming Supplies

Tugs, Balls, Toys, Rewards

Dog Treats

First Aid, Care and ID

Scratch Pants

Live Chat

NEW! FROM UNDER ARMOUR AND OAKLEY **PRICE MATCH GUARANTEE**

My Shopping Cart

PLEASE NOTE: Some discounts may not be fully applied until the Checkout Confirmation page.

Item #	Product	Qty	Total Price	Remove
SB55	Magnetic Stash Boxes Small - Set of 5 boxes with Labels	<input type="text" value="1"/>	\$69.99	<input type="checkbox"/>
N-1A	Narcotic Bags Duck Cloth Small	<input type="text" value="1"/>	\$29.99	<input type="checkbox"/>
EZ9PC	Narcotics Safe Kit Pelican Model 1150	<input type="text" value="4"/>	\$159.96	<input type="checkbox"/>
EZ9J	Narcotics Safe Kit Glass Jars	<input type="text" value="1"/>	\$28.99	<input type="checkbox"/>
EZ9L	Narcotics Safe Kit Label Sheet	<input type="text" value="1"/>	\$3.99	<input type="checkbox"/>
EZ9	Narcotics Safe Kit Narcotics Safe	<input type="text" value="1"/>	\$344.99	<input type="checkbox"/>
SSN100	ScentLogix Narcotics Detection ScentKits ScentKit Bundle	<input type="text" value="1"/>	\$1,094.99	<input type="checkbox"/>
RW82003	Towels	<input type="text" value="1"/>	\$44.99	<input type="checkbox"/>

Update Cart

* If you have changed the quantity of any of your items, please make sure to update the cart before checking out.

Total: \$1,777.89

Calculate Shipping Costs

Show Details

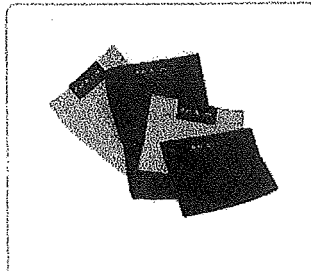
< Continue Shopping

CHECKOUT >

Promo Code:

Enter Code

Related Products You Might Have Missed



Source



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, & Town Board Members
FROM: Todd DePew, Highway Superintendent
DATE: September 29, 2015
RE: Transfer Request/2015

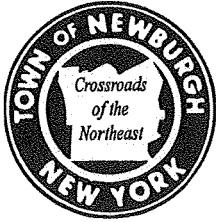
I would like to request the following budget transfer could you please put this on the agenda for the next meeting:

FROM:	TO:	AMOUNT:
030.5140.0466 Drainage Operating Supplies	030.5110.0412 General Repairs Street Paving & Resurfacing	AMOUNT: \$31,000.00

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

TD:ch

cc: R. Clum, Accounting
J. Platt, DPW Commissioner




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, & Town Board Members

FROM: Todd DePew, Highway Superintendent 

DATE: September 29, 2015

RE: Transfer Request/2015

I would like to request the following budget transfer could you please put this on the agenda for the next meeting:

FROM:	TO:	AMOUNT:
030.5140.0466	030.5110.0412	AMOUNT:
Drainage	General Repairs	\$31,000.00
Operating Supplies	Street Paving & Resurfacing	

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

TD:ch

cc: R. Clum, Accounting
J. Platt, DPW Commissioner

9

Cindy Martinez

From: Tim Boddye <tboddye@blackdotwireless.com>
Sent: Thursday, September 24, 2015 10:35 AM
To: cmmartinez@townofnewburgh.org
Subject: AT&T Lease Optimization Program LTE/4G 196434
Attachments: ATT Sample Lease Amendment National.pdf; 196434LOA.pdf

Mr. Piaquadio,

Thank you for your time to discuss our cell site. As we discussed AT&T is analyzing this site for the Long Term Evolution/4th generation program. AT&T needs to amend the lease to conform with other sites in the network. The amendment will secure the future rent and strengthen your relationship as a strategic partner. Please review the attached Letter of Authorization, Term Sheet and Sample Amendment. Please call me if you have any questions regarding the attached documents.

Regards,

Tim Boddye
Senior Lease Consultant

BLACKDOT

27271 Las Ramblas - Suite 300, Mission Viejo, CA 92691

Phone: 949-502-3895 | Fax: 949-502-3995

www.blackdotwireless.com



AT&T Lease Optimization Program
c/o Black Dot Wireless (as agent for AT&T and its subsidiaries)
27271 Las Ramblas, Suite 200
Mission Viejo, California 92691

09/22/2015

Gil Piaquadio
Town Of Newburgh
Town Of Newburgh 1496 Route 300,
Newburgh, NY 12550

Re: AT&T Cell Site Lease

Dear Gil Piaquadio,

By now you may have heard news about AT&T's plans to incorporate a **Long Term Evolution/4th generation ("LTE/4G")** technology standard into its network. As a strategic partner of ours, it is important we keep you apprised of any activities AT&T is involved with regarding our cell site at your location. To prepare for this technology, AT&T needs to take immediate steps to make each of the cell sites in their network more efficient and cost effective.

During the next twelve (12) months, AT&T will be analyzing every cell site location to best determine a plan of action to improve operational flexibility and reduce expenses. Many variables will go into this analysis including proximity to other sites, costs of operating the site (i.e. rent) and the ability to modify and/or expand the site.

Black Dot Wireless, LLC ("Black Dot") may have contacted you in the past regarding your participation in the **Lease Optimization Program**. For the thousands of Landlords who have previously extended consideration to AT&T in the form of Rent Reductions and Lease Language Enhancements and have received Rent Guarantees for this consideration, we thank you for participating and you may disregard this letter. For landlords who haven't participated yet, AT&T urges you to consider this opportunity to strengthen your strategic relationship through this program.

AT&T values its association with you and looks forward to continuing this partnership for the long term.

Sincerely,

Gregory D. Ohmer
Area Manager Real Estate Transactions
AT&T Mobility

Black Dot Wireless Contact Information:

AT&T Lease Optimization Program
c/o Black Dot Wireless
27271 Las Ramblas, Suite 200
Mission Viejo, California 92691
Toll free: 866-712-8135
Fax: 866-712-8136
www.attlandlords.com
info@attlandlords.com

FOCUS ID: WS-196434.1FA #: 10123743

PLEASE REFERENCE YOUR FOCUS ID AND FA NUMBER WHEN CALLING.

**AT&T's Lease Optimization Program is optional and participation is not required. AT&T will continue to abide by the terms of your original Lease Agreement, including exercising its termination rights where they exist.

AT&T LEASE OPTIMIZATION TERM SHEET

To: Gil Piaquadio
From: Tim Boddye, Lease Consultant Landlord Initial: _____
Subject: WS-196434.1 Tenant Initial: _____
Date: 9/22/2015
Version: AT&T Traditional Program (V.1.0.4)

I would like to thank you for the many years that you have been a landlord with AT&T or its predecessors. We have shared a mutually beneficial relationship which AT&T has truly appreciated.

AT&T is actively reviewing its portfolio of sites to determine ways to make its network more efficient and economical. Specifically, AT&T is requesting a rent reduction for the site located at:
50 ASSEMBLY WAY , NEWBURGH, New York, 12550

Date of New Amendment:	12/1/2015
-------------------------------	------------------

New Rent		Year(s)	Monthly
A.	New Base Rent		Yr 1 : \$2,000.00
B.	New Rent Frequency	Monthly	Yr 2 : \$2,000.00
C.	New Escalation	10.00%	Yr 3 : \$2,000.00
D.	New Escalation Frequency	Term	Yr 4 : \$2,000.00
New Term			Yr 5 : \$2,000.00
A.	New Initial Term (mo)	60	Yr 6 : \$2,200.00
B.	Number of Renewal Terms	5	Yr 7 : \$2,200.00
C.	Additional Term Length (mo)	60	Yr 8 : \$2,200.00
D.	Total Term (mo):	360	Yr 9 : \$2,200.00
Rent Guarantee			Yr 10 : \$2,200.00
A.	Rent Guarantee (mo)	180	Yr 11 : \$2,420.00
B.	Rent Guarantee Value	\$397,200.00	Yr 12 : \$2,420.00
New Termination Notice			Yr 13 : \$2,420.00
A.	New Termination Notice (days)	30	Yr 14 : \$2,420.00
			Yr 15 : \$2,420.00

- Other**
- A. Verify or write in the correct legal ownership for this Site. **Is this correct? Yes / No**
Town of Newburgh on behalf of its Consolidated Water District
- B. Verify or write in the correct physical address for this Site. **Is this correct? Yes / No**
50 ASSEMBLY WAY , NEWBURGH, New York, 12550
- C. Verify or write in the correct address for notice and correspondence. **Is this correct? Yes / No**
Town of Newburgh, 1496 Route 300, Newburgh, New York, 12550

**This proposal is not a binding commitment and is subject to review and approval of documentation by all parties. Participating in this program is not required and AT&T will continue to abide by the terms of your original Lease Agreement, including exercising termination rights where they exist.

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

[[NUMBER]] AMENDMENT TO LEASE AGREEMENT

THIS [[NUMBER]] AMENDMENT TO LEASE AGREEMENT ("Amendment") dated as of the later date below is by and between [[Landlord Vesting]], having a mailing address at [[Landlord Address]] (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address at 575 Morosgo Drive NE, Suite 13-F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

WHEREAS, Landlord (or its respective predecessor-in-interest) and Tenant (or its respective predecessor-in-interest) entered into a Lease Agreement dated [[Lease Execution Date]], as amended by _____ (hereinafter, collectively referred to as the "**Agreement**"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at [[Site Address 1]], [[Site Address 2]], [[Site City]], [[Site State]] [[Site ZIP]]; and

WHEREAS, Landlord and Tenant desire to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of [[New Initial Term]] months ("**New Initial Term**"), commencing on [[New Term Commencement Date]]. As of such New Term Commencement Date, all remaining _____ Terms in the Agreement except as set forth herein shall be void and of no further force and consequence. The Term will be automatically renewed for up to [[Number of Renewal Term]] additional [[Length of Renewal Term]] month terms (each an "**Extension Term**") upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Extension Term. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant's may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

2. **Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Tenant may terminate the Agreement at any time with [[Termination Notice Period]] days prior written notice to Landlord for any or no reason provided Tenant pays to Landlord a termination fee equal to [[xxx]] months of the then current Rent.

Amendment v. __

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

3. **Modification of Rent.** Commencing on [[New Rent Commencement Date]], the Rent payable under the Agreement shall be \$[[New Base Rent]] per [[month/annually,]] and shall continue during the Term, subject to adjustment, if any, as provided below.

4. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a [[Rent Guarantee Period]] month period commencing [[Rent Guarantee Commencement Date]] and ending [[Rent Guarantee End Date]] ("**Rent Guarantee Period**"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if any of the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement, (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant or (e) Tenant terminates the Agreement pursuant to the terms of the Expansion of Permitted Use section as modified below. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

5. **Future Rent Payments.** The Agreement is amended to provide that commencing on [[xxxxxxx]], Rent shall be fixed during the Initial Term and all Extension Term(s).

5. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on [[New Escalator Commencement Date]], Rent shall increase by xxx percent (xxx%) and at the beginning of each Extension Term thereafter, as applicable.

[[ENHANCEMENTS TO BE ADDED IF APPLICABLE]]
[[Renumber paragraphs below if this language is used]]

x. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sub lessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason.

Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity,

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

x. Expansion of Premises. Landlord grants, to the extent practicable and on a space available basis, the Tenant the right to enlarge the Premises or the Landlord shall make space available on the Property for Tenant so that Tenant or its authorized sub lessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Premises, Tenant will pay and Landlord will accept as additional Rent under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Landlord's Property, which either party may record at its option.

x. Removal/Restoration. In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Facility and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent.

x. 24/7 Access. Landlord hereby grants to Tenant, its authorized sub lessees, and to any public or private utility serving Tenant's Communication Facility or related equipment, access to the premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facility or any equipment related to such Communications Facility as such access is deemed necessary by Tenant, in its sole discretion, without the requirement of notice by Tenant to Landlord. In the event that any public or private utility serving Tenant's Communication Facility is unable to use the access provided to Tenant, the Landlord hereby agrees to grant additional access to Tenant or to such public or private utility, for the benefit of Tenant, at no cost to Tenant and pursuant to the same terms and conditions as noted above. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.

x. Taxes. Landlord shall be responsible for the payment of all real property taxes and assessments levied against the Premises and for any increases in such taxes and assessments that may be due to Tenant's Communication Facility or to Tenant's use of the Premises and shall not seek reimbursement from Tenant for any or any portion of such taxes or assessments.

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

x. Sublease Rights.

Language where prime lease was silent on consent and consent was presumed:

Tenant may sublease all or any portion of the Leased Property to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Subtenant") upon such terms and conditions as Tenant and Subtenant shall agree (each such agreement a "Sublease"), upon notice to Landlord. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Agreement as amended hereby and in consideration of the amended terms herein, Landlord's consent to a Subtenant or Sublease will not be required. Notwithstanding any terms in the Agreement to the contrary, no revenue sharing from sublessees shall be due to Landlord nor shall Landlord be responsible to review plans from Tenant or its sublessees.

Language where consent right appears specifically in a certain paragraph:

Notwithstanding anything in Section _____ of the Agreement or anything else in the Agreement to the contrary, Tenant may sublease all or any portion of the Leased Property to any person or entity licensed by the FCC to operate wireless communications services (hereinafter, a "Subtenant") upon such terms and conditions as Tenant and Subtenant shall agree (each such agreement a "Sublease"), upon notice to Landlord. From and after the Effective Date hereof, provided a Sublease is subject to the terms and conditions of the Agreement as amended hereby and in consideration of the amended terms herein, Landlord's consent to a Subtenant or Sublease will not be required.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section [[Notice Section]] of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: _____; Cell Site Name: _____ (state)
Fixed Asset No.: _____

Amendment _ v. _

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

575 Morosgo Drive NE
Suite 13-F, West Tower
Atlanta, GA 30324

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
AT&T Legal Department- Network
Attn: Network Counsel
Re: Cell Site No.: _____; Cell Site Name: _____ (state)
Fixed Asset No.: _____
208 South Akard Street
Dallas, TX 75202-4206

As to Landlord:

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

8. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

9. **Sale of Property.**

- (a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.
- (b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

- (c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

10. **Rental Stream Offer.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

11. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

12. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

13. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

SAMPLE

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
A Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

LANDLORD ACKNOWLEDGEMENT

INDIVIDUAL CAPACITY

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged that said person(s) signed
this instrument and acknowledged it to be their free and voluntary act for the uses and purposes
mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

REPRESENTATIVE CAPACITY

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is
the person who appeared before me, and said person acknowledged that said person signed this
instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it
as the _____ of _____, to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

LANDLORD ACKNOWLEDGEMENT

PARTNERSHIP (consisting of corporate partners) ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 201____, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 201____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

ATTACHMENT 1

Memorandum of Lease

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

Prepared by:

Black Dot Wireless
27271 Las Ramblas - Suite 300
Mission Viejo, CA 92691

Return to:

New Cingular Wireless PCS, LLC
Attn.: Network Real Estate Administration
575 Morosgo Drive NE
Suite 13-F, West Tower
Atlanta, GA 30324
Attn: Network Real Estate Administration

Re: Cell Site No.: _____
Cell Site Name: _____
Fixed Asset Number: _____
State: _____
County: _____

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between _____, a _____, having a mailing address at _____ (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord (or its respective predecessor-in-interest) and Tenant (or its respective predecessor-in-interest) entered into a certain Agreement on the _____, as amended by that certain _____ Amendment to Agreement dated _____, 201__ (hereinafter, collectively referred to as the "**Agreement**") for the purpose of installing, operating and maintaining a

Amendment v. ____

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

communications facility and other improvements at Landlord's real property located in the City of _____, County of _____, commonly known as _____. All of the foregoing are set forth in the Agreement.

2. The New Initial Term will be five (5) years ("**New Initial Term**") commencing on _____, with _____ () successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

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

LANDLORD:

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site No. _____
 Cell Site Name: _____
 Fixed Asset No. _____
 Market: _____
 Address: _____

LANDLORD ACKNOWLEDGEMENT

INDIVIDUAL CAPACITY

STATE OF _____)
)) SS.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that said person(s) signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of _____
 My appointment expires: _____

REPRESENTATIVE CAPACITY

STATE OF _____)
)) SS.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of _____
 My appointment expires: _____

Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

LANDLORD ACKNOWLEDGEMENT

PARTNERSHIP (consisting of corporate partners) ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 201__, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 201__, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

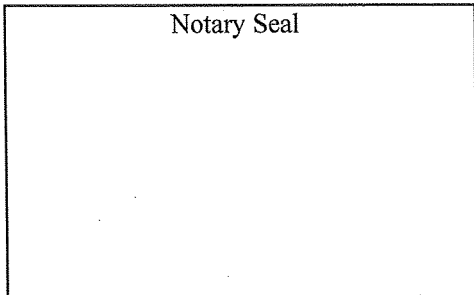
Cell Site No. _____
Cell Site Name: _____
Fixed Asset No. _____
Market: _____
Address: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

EXHIBIT 1

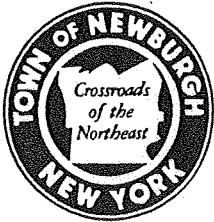
DESCRIPTION OF PREMISES

Page _____ of _____

to the Memorandum of Lease dated _____, 201__, by and between _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are a portion of the Property described and/or depicted as follows:

[TO BE INSERTED]



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

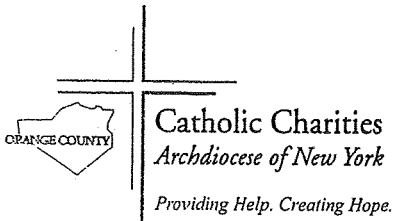
Bresda
10

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board
Cc: Ron Clum, Accountant
From: Charlene M Black, Personnel
Date: September 29, 2015
Re: Extension of EAP Contract

Please see the attached letter from Catholic Charities who administer our EAP program. They are keeping the original contract price of \$5,390.00 for 2015-2016 contract. Please approve this so we can go forward with the EAP program per our contracts and Handbook. Thank you in advance.



Catholic Charities Community Services
of Orange County
Corporate Services EAP
305 North Street
Middletown, NY 10940
Tel: 845.344.5565
Fax: 845.344.6982

August 19, 2015

Charlene Black
Personnel Director
Town of Newburgh
1496 Rt. 300
Newburgh, NY 12550

Dear Charlene:

The enclosed invoice covers our new contract year, which began August 15th. We are pleased to maintain the same annual fee as last year.

Also enclosed is Addendum No. 1. It extends the EAP agreement between Town of Newburgh and Corporate Services EAP for another year. If the addendum meets with your approval, please have both originals signed and returned to me. I will forward a fully executed original to you for your file.

This letter will be followed by our annual "year in review" information and renewal instructions within the next couple of weeks. We forward our invoice separately and prior to the report. This allows us to maintain consistency in the billing cycle. We appreciate your patience with this process.

Please give me a call if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive that reads "Pat Hollenbeck".

Pat Hollenbeck
Contract Manager

Encl.

305 NORTH STREET, MIDDLETOWN, NY 10940
(845) 344-5565; FAX (845) 344-6982

**Catholic Charities Community
Services of Orange County**

Corporate Services EAP

INVOICE

August 19, 2015

BILL TO: Town of Newburgh
1496 Rt. 300
Newburgh, NY 12550
Att: Charlene Black, Personnel Director

REMIT TO: Catholic Charities Community Services of Orange County
Corporate Services EAP
305 North Street
Middletown, NY 10940

Checks are payable to Catholic Charities Community Services of Orange County

Invoice for Employee Assistance Program (EAP) Services:
Vendor No.: 6A

Billing Period:

August 15, 2015 – November 14, 2015

\$1,347.50



Director of Special Initiatives

PAYMENT DUE UPON RECEIPT



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 Gidney Ave. Newburgh, NY 12550

11

To: Town Board
From: Chantel Haight, Animal Control Supervisor *ch*
Date: September 28, 2015
Subject: Authorization to Pay Veterinarian Services Utilizing T-94 Account

I am requesting authorization to use the T-94 account to pay for veterinary services from Newburgh Veterinary Hospital and Oradell Animal Hospital totaling \$1,528.19.

Newburgh Vet:

Feline \$1060.88
Canine \$392.00

STONE COTTAGE + 139.75

\$ 1667.94

Oradell:
Feline \$75.31

Attached please find the bills.

Thank you.

Cc: Ron Clum, accountant

TOWN OF NEWBURGH

645 Gidney Ave
Newburgh, N.Y. 12550

XERO COPY

DO NOT WRITE IN THIS BOX

Department Animal Control

CLAIMANT'S
NAME
AND
ADDRESS

Oradell Animal Hosp
580 Winters Avenue
Paramus NJ 07652

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
T-94	75.31	
Total	75.31	
Abstract #		

TERMS _____

Invoice # _____

Dates	Description of Materials or Services	Unit Price	Amount
8-27-15	Re-Evaluation		75.31
			75.31

CLAIMANT'S CERTIFICATION

Alison Maguire

\$ 75.31

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

9/29/15

DATE

(Signature)

SIGNATURE

Maguire

TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

APPROVAL FOR PAYMENT

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

_____	_____
_____	_____
_____	_____

TOWN OF NEWBURGH

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7/30/15	606011			541.00
7/30/15	606111			7.500
8/7/15	606725			19.00
8/13/15	607191			36468
8/19/15	607707			261.00
TOTAL				1060.88

CLAIMANT'S CERTIFICATION

Dora M. Cast certify that the above account in the amount of \$ 1076.38 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.

8/27/15
DATE

Dora M. Cast
SIGNATURE

Bookkeeper
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 for paid from the appropriations indicated above

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 09-28-15 at 12:24p
Date: 07-30-15
Account: 4417
Invoice: 606011

Date	For	Qty	Description	Price	Discount	Net Price
07-24-15	Adams	1	CONSULT / EXAM - Sick	59.50	29.75	29.75 **
07-24-15		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
07-24-15		1	NYS Mandated Biological Waste	6.30	3.15	3.15 **
07-24-15		1	Pro Pectalin Gel 15ml #200448	23.60	11.80	11.80 **
07-28-15	Chewy	1	Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50 **
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
07-28-15		1	Veterinarian's Notes			0.00
07-23-15	Molly 7/23/15	1	Weight Monitoring			0.00
07-23-15		1	CONSULT / EXAM - Annual Welln	49.50	24.75	24.75 **
07-23-15		1	Frontline Plus Feline (Single)	15.00	7.50	7.50 **
07-23-15		1	FELINE RHINO/PANLEUK/CALICI	25.00	12.50	12.50 **
Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.						
07-23-15		1	Feline rabies/Purevax 1yr	35.00	17.50	17.50 **
Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.						
07-23-15		0.04	MORPHINE Inject / ml Hosp	30.05	30.05	0.00 **
07-23-15		0.40	Penicillin G Inject / ml (in hosp)	30.20	30.20	0.00 **
07-23-15		1	OHE FELINE	149.50	74.75	74.75 **
Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health						

records.

07-23-15		1 -Isoflurane Gas Anesthesia			0.00
07-23-15		1 Sampling + Slide Prep Fee 2	17.70	8.85	8.85 **
07-23-15		1 Histopath 1 Site FBX	208.00	104.00	104.00 **
07-23-15		1 NYS Mandated Biological Waste	6.30	3.15	3.15 **
07-23-15		2 Tumor Removal Small	419.00	319.00	100.00 **
07-23-15		1 Pain Medication Morphine 15mg/1!	23.00	11.50	11.50 **
	Items used...	1 -Morphine15mg/mlInject Control Log / ml			
		1 Controlled drug dispensed to client			
07-23-15	Penelope 7/23/1	1 Weight Monitoring			0.00
07-23-15		1 CONSULT / EXAM - Annual Welln	49.50	24.75	24.75 **
07-23-15		1 Frontline Plus Feline (Single)	15.00	7.50	7.50 **
07-23-15		1 Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50 **
	Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.				
07-23-15		1 RecommendFecal (please dropoff			0.00
	Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience				
07-23-15		1 Zoonoses			0.00
	Discussed Zoonotic potential of intestinal parasites- in particular roundworms.				
07-23-15		0.03 MORPHINE Inject / ml Hosp	30.03	30.03	0.00 **
07-23-15		0.15 Penicillin G Inject / ml (in hosp)	30.07	30.07	0.00 **
07-23-15		1 OHE FELINE	149.50	74.75	74.75 **
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.				
07-23-15		1 -Isoflurane Gas Anesthesia			0.00
Total charges, this invoice...					541.20
**Total discount included: 880.55					

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Penelope 7/23/15 (Weight: 3.3 lbs - 5m)		Last done
01/16	Consultation/Exam- Bi-annual	07-23-15
10/15	FECAL EXAM	
08/15	Rabies/Purevax Feline 1yr	
08/15	FVRCP Feline #2	

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 08-27-15 at 3:16p
Date: 07-30-15
Account: 4417
Invoice: 606111

Date	For	Qty	Description	Price	Discount	Net Price
07-30-15	Molly 7/23/15	1	Weight Monitoring			0.00
07-30-15		0.08	Buprenorphine Inject / ml Hosp	30.76	30.76	0.00 **
07-30-15		1	Sedation (Minor)	86.50	11.50	75.00 ** ✓
07-30-15		1	Clip and Prep Skin- minor	48.50	48.50	0.00 **
07-30-15		0.38	Convenia Inject / ml Hosp	52.42	52.42	0.00 **
07-30-15		1	Depo-Medrol Inject /ml Hosp	44.70	44.70	0.00 **
07-30-15		1	Elizabethan Collar - Small	20.00	20.00	0.00 **
07-30-15		1	Tresaderm Otic 15ml #200660	42.00	42.00	0.00 **

Total charges, this invoice... 75.00

**Total discount included: 249.88

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for:	Molly 7/23/15 (Weight: 8.6 lbs - 13m)	Last done
07/16	Rabies/Purevax Feline 1yr	07-23-15
07/16	Feline Rhino/Panleuk/Calici I/	
01/16	Consultation/Exam- Bi-annual	07-23-15
01/16	FECAL EXAM	

Molly 7/23/15's weight history (in lbs)

07-30-15	8.60
07-23-15	8.80

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In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 08-27-15 at 3:09p
Date: 08-07-15
Account: 4417
Invoice: 606725

Date	For	Qty	Description	Price	Discount	Net Price
08-07-15	Apricot	1	Weight Monitoring			0.00
08-07-15		1	Clavamox Drops 15ml #200996	38.00	19.00	19.00 ** ✓
08-07-15	Orangina	1	Weight Monitoring			0.00
Total charges, this invoice...						19.00
**Total discount included: 19.00						

Your invoice total reflects our **13Stray Cat Accounts** discount.

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 08-27-15 at 3:06p
Date: 08-13-15
Account: 4417
Invoice: 607191

Date	For	Qty	Description	Price	Discount	Net Price	
08-11-15	Albany	1	FeLV/FIV ELISA in hosp	92.00	46.00	46.00	** ✓
08-12-15		0.04	MORPHINE Inject / ml Hosp	30.05	30.05	0.00	**
08-12-15		0.40	Penicillin G Inject / ml (in hosp)	30.20	30.20	0.00	**
08-12-15		1	Feline Rhino/Panleuk/Calici #1	25.00	12.50	12.50	** ✓
	Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
08-12-15		1	Recommend Fecal (please dropoff			0.00	
	Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience						
08-12-15		1	Zoonoses			0.00	
	Discussed Zoonotic potential of intestinal parasites- in particular roundworms.						
08-12-15		1	OHE FELINE	149.50	74.75	74.75	** ✓
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.						
08-12-15		1	-Isoflurane Gas Anesthesia			0.00	
08-13-15	Apricot	1	OHE FELINE	149.50	74.75	74.75	** ✓
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.						
08-13-15		1	-Isoflurane Gas Anesthesia			0.00	
08-13-15		0.02	MORPHINE Inject / ml Hosp	30.02	30.02	0.00	**
08-13-15		0.10	Penicillin G Inject / ml Outpatient	17.60	17.60	0.00	**

08-13-15		1 Feline Rhino/Panleuk/Calici #2	25.00	12.50	12.50 **	✓
	Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.					
08-13-15		1 Recommend Fecal (please dropoff			0.00	
	Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience					
08-13-15		1 Zoonoses			0.00	
	Discussed Zoonotic potential of intestinal parasites- in particular roundworms.					
08-13-15		1 NYS Mandated Biological Waste	6.30	3.15	3.15 **	✓
08-13-15	Mildred	1 Revolution Pup/Kitten 1-5lb single	17.50	8.75	8.75 **	
08-13-15		1 Flea Combs-Nylon	1.75	0.87	0.88 **	
08-13-15		1 FeLV/ FIV Elisa SA260	82.00	41.00	41.00 **	✓
08-13-15	Nala	1 Weight Monitoring			0.00	
08-13-15		1 OHE FELINE	149.50	149.50	0.00 **	
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.					
08-13-15		1 -Isoflurane Gas Anesthesia			0.00	
08-13-15		0.04 MORPHINE Inject / ml Hosp	30.05	30.05	0.00 **	
08-13-15		0.30 Penicillin G Inject / ml Outpatient	17.70	17.70	0.00 **	
08-13-15		1 URINALYSIS (T760)	51.00	51.00	0.00 **	
08-13-15		1 Feline Rabies/ Purevax 1yr	35.00	35.00	0.00 **	
	Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.					
08-13-15		1 FELINE RHINO/PANLEUK/CALICI	25.00	25.00	0.00 **	
	Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.					
08-13-15	Orangina	1 OHE FELINE	149.50	74.75	74.75 **	✓
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.					
08-13-15		1 -Isoflurane Gas Anesthesia			0.00	
08-13-15		0.03 MORPHINE Inject / ml Hosp	30.03	30.03	0.00 **	
08-13-15		0.10 Penicillin G Inject / ml Outpatient	17.60	17.60	0.00 **	

08-13-15	1 Feline Rhino/Panleuk/Calici #2	25.00	12.50	12.50 ** ✓
	Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.			
08-13-15	1 Recommend Fecal (please dropoff			0.00
	Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience			
08-13-15	1 Zoonoses			0.00
	Discussed Zoonotic potential of intestinal parasites- in particular roundworms.			
08-13-15	1 NYS Mandated Biological Waste	6.30	3.15	3.15 ** ✓
08-13-15	1 Weight Monitoring			0.00

Total charges, this invoice... 364.68

**Total discount included: 828.42

Your invoice total reflects our **13Stray Cat Accounts** discount.

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GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 08-27-15 at 3:17p
Date: 08-19-15
Account: 4417
Invoice: 607707

Date	For	Qty	Description	Price	Discount	Net Price
08-18-15	Molly 7/23/15	1	Shelter board feline			13.90
08-18-15		1	CONSULT / EXAM - Medical progr	49.50	24.75	24.75 **
08-18-15		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
08-18-15		1	Depo-Medrol Inject /ml Outpatient	44.70	22.35	22.35 **
Total charges, this invoice...						61.00
**Total discount included: 47.10						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Molly 7/23/15 (Weight: 8.6 lbs - 13m)	Last done
07/16 Rabies/Purevax Feline 1yr	07-23-15
07/16 Feline Rhino/Panleuk/Calici I/	
01/16 Consultation/Exam- Bi-annual	07-23-15
01/16 FECAL EXAM	

Molly 7/23/15's weight history (in lbs)

07-30-15	8.60
07-23-15	8.80

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In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

DEPARTMENT _____

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

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

TERMS

Net 30 Days

Canine

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7/25/15	605696			15.00
7/30/15	606074			171.00
8/14/15	607328			191.00
8/15/15	607370			15.00
			TOTAL	392.00

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 392.00 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.

8/27/15
DATE

Dora M Cast
SIGNATURE

Bookkeeper
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 for paid from the appropriations indicated above

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 08-27-15 at 3:00p
Date: 07-25-15
Account: 19984
Invoice: 605696

Date	For	Qty	Description	Price	Discount	Net Price
07-25-15	Toby	1	CANINE RABIES / 1YEAR	30.00	15.00	15.00 ** ?
Total charges, this invoice...						15.00
**Total discount included: 15.00						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Toby (Weight: 50.0 lbs - 9y)	Last done
08/16 Consultation/Exam- Bi-annual	
07/16 HEARTWORM TEST	07-28-15
07/16 CanineDist/Aden/Para/Parvo/Lep	
07/16 Canine Kennel Cough Vacc -1 ye	07-28-15
07/16 CANINE RABIES / 3 YEAR	
01/16 FECAL EXAM	07-30-15

Toby's weight history (in lbs)

08-08-15	50.00
07-28-15	51.00

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 08-27-15 at 3:01p
Date: 07-30-15
Account: 19984
Invoice: 606074

Date	For	Qty	Description	Price	Discount	Net Price
07-30-15	Glen	1	Weight Monitoring			0.00
07-30-15		1	CONSULT / EXAM - Annual Welln.	49.50	24.75	24.75 ** ✓
07-30-15		1	CANINE RABIES / 1YEAR	30.00	15.00	15.00 ** ✓
07-30-15		1	Canine Dist/A2/PI/Parvo/Lepto1YR	26.00	13.00	13.00 ** ✓
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI, the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis						
07-30-15		1	Canine Respiratory Complex- Bord	25.00	12.50	12.50 ** ✓
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.						
07-30-15		1	Lyme,HW,Ehrlichia Accu Plus4 AC	52.00	26.00	26.00 ** ✓
07-30-15		0.20	MORPHINE Inject / ml Hosp	30.26	30.26	0.00 **
07-30-15		0.50	Penicillin G Inject / ml (in hosp)	30.26	30.26	0.00 **
07-30-15		1	Neuter/Canine 1-5YR	159.50	79.75	79.75 ** ✓
07-30-15		1	-Isoflurane Gas Anesthesia			0.00
Total charges, this invoice...						171.00
**Total discount included: 231.52						

Your invoice total reflects our **13Stray Cat Accounts** discount.

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INVOICE

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1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 08-27-15 at 3:02p
Date: 08-15-15
Account: 19984
Invoice: 607370

Date	For	Qty	Description	Price	Discount	Net Price
08-07-15	Champ Kavanaugl	1	CANINE RABIES / 1YEAR	30.00	15.00	15.00 **✓
07-31-15	Glen	1	4DX Elisa Negative			0.00
Total charges, this invoice...						15.00
**Total discount included: 15.00						

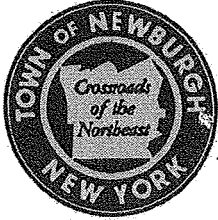
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11



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 Gidney Ave. Newburgh, NY 12550

To: Town Board
From: Chantel Haight, Animal Control Supervisor
Date: October 7, 2015
Subject: Authorization to Pay Veterinarian Services Utilizing T-94 Account

I am requesting authorization to use the T-94 account to pay for veterinary services from Stone Cottage Veterinary Hospital totaling 139.75.

Attached please find the bills.

Thank you.

Cc: Ron Clum, accountant

COPY

10/24/15 Newbury Kovane

RECEIPT NUMBER	DATE	DESCRIPTION - CODE	CHARGE	PAYMENT	CURRENT BALANCE

This is your RECEIPT for this amount

This is a STA

ATTENDING DOCTOR'S STATEMENT

A. PHYSICAL EXAMINATION

- Regular
- Comprehensive
- Redback
- Consultation
-

B. IMMUNIZATIONS

- DHL-P-Parvo
- Canine
- Bovilis CVR *CVR*
- Feline Leukemia
- Lyme Vaccine

C. MEDICATION DISPENSED

-
-
-

D. PET FOOD & SUPPLIES

-
-
-

E. LABORATORY & X-RAYS

- General Health Panel
- Comprehensive Panel
- Complete Blood Count
- Fecal
- Heartworm Test
- Urinalysis
- Eisostocardiogram (EKG)
- Bacterial Culture/Sensitivity
- Fungal Culture
- Histopathology (Biopsy)
- X-Ray *initial set*
- X-Ray *additional views*
- X-Ray
- Feline Leukemia Test
- Lymes Test

F. TREATMENTS

- Worming
- Ear Cleaning/Flushing
- In-hospital Medication
- Injectables
- Catheter
- I.V. Fluids
-
-

G. ANESTHESIA/SEDATION

- Sedation
- General Anesthesia

H. DENTISTRY

- Tooth Cleaning
- Dental Extractions

I. SURGERY

-
-

J. GROOMING

- Pet Grooming
- Bath
- Dip
- Nails

K. HOSPITALIZATION

- Boarding *2 weeks*

L. BOARDING

- Boarding *1 week*

TOTAL FEE: \$139.75

INSTRUCTIONS:

20K-1
32K-15
48K-15 over

Client's Name _____
 Animal's Name(s) _____
 Address _____
 Telephone # _____
 Veterinarian _____

STONE COTTAGE VETERINARY HOSPITAL
 James A. Fischer, D.V.M.
 154 Route 17K
 Newburgh, NY 12550
 Telephone: (845) 567-8740

ID# 0670678



JOHN PLATT
COMMISSIONER

TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER
311 ROUTE 32
NEWBURGH, NY 12550

PHONE: 845-564-7813
FAX: 845-566-8903

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: October 8, 2015

Re: Fire Hydrant Painting

We have recently completed painting the estimated quantity of 300 fire hydrants in the northeast section of the Town. As provided in the contract documents approved by the Town Board on February 11, 2015, I request permission to paint an additional 75 hydrants at the awarded bid price of \$81.00 per hydrant. The painting of these additional hydrants will expend the remaining funds in the Capital Project for Hydrant Painting 060-8344-0200-6044.

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.

Cc: James Osborne. Town Engineer

Court Decision
per Roseton

per Town of Newburgh

O&M Expenses:

Supervising & Operating Labor
Contract Operations
Management & Supervision

37,200
10,000

37,200
10,000

Operating Expenses:

Alarms (Monitoring Fees)
Chemicals
Electricity
Fuel Generators
Generator Service
Landscape Services & Snow Removal
Licenses & Permits (SPDES)
Rubbish Removal (Facilities Dumpsters)
Repairs and Maintenance
Sludge Handling Removal
Supplies & Parts
Testing, Laboratory

14,400
5,000
250
7,500
15,600

14,400
5,000
250
7,500
15,600

Administrative Expenses:

Rent
Supplies
Telephone
Insurance

2,600

2,600

Professional Fees:

Accounting
Legal Expense
Legal, Amortized

3,600
12,000

3,600
12,000

Total O&M Expenses

\$ 108,150

\$108,150

Depreciation:

53,943

45,238

Amortized Rate Case Expenses:

5,000

5,000

Total Depreciation & Amortizations

\$ 58,943

\$ 50,238

Total Operating Revenue Deductions:

\$167,093

\$158,388

Original Value in Plant

1,200,000

1,006,351

Remaining Value of Plant

1,119,085

938,493

Unamortized Balance of Rate Case Expenses

17,500

17,500

Total Rate Base:

1,136,585

955,993

Rate of Return

10.6%

10.6%

Utility Operating Income Req'd

\$120,478

\$101,335

Total Operating Revenue Req'd

\$287,571

\$259,723

Number of Units

428

428

Rate per Unit

\$ 671.89

\$ 606.83

Capital Contribution

50.00

50.00

Total Rate per Unit

\$ 721.89

\$ 656.83

Notes:

Roseton starting value for plant:	1,200,000	
Roseton Calculated Depreciation (1.5 years)	80,915	
(1 year)	53,943	
Roseton Remaining Value of Plant	1,119,085	$(1,200,000 - 80,915)$
Town Starting Value of Plant	1,006,351	$(997,183 + 9,168)$
Town Calculated Depreciation (1.5 years)	67,858	$(1,006,351/1,200,000) \times 80,915$
(1 year)	45,238	$(1,006,351/1,200,000) \times 53,943$
Town Remaining Value of Plant	938,493	$(1,006,351 - 67,858)$