

WORKSHOP MEETING AGENDA
Monday, October 17, 2016
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. HIGHWAY: Parkview Road South Dedication (discussion only)
7. RECEIVER OF TAXES: Unpaid Sewer Bond Relevy
8. ACCOUNTING (Budget Transfers):
 - A. Central Hudson
 - B. Buildings and Grounds
 - C. Sludge Disposal
 - D. Highway Department
9. ANIMAL CONTROL: T-94 Withdrawals
 - A. Flannery
 - B. Newburgh Veterinary Hospital
10. PERSONNEL:
 - A. Organizational Training
 - B. Retirement Incentive
11. ENGINEERING:
 - A. Ms4 Monitoring Program
 - B. Roseton Hills Proposal for Engineering Services
 - C. Marlboro IMA Discussion
12. ASSESSOR: Target Settlement
13. LAND DONATION (discussion only)
14. POTENTIAL EXECUTIVE SESSION: Watershed Protection Land Purchase
15. ADJOURNMENT

7

Town of Newburgh
Crossroads of the Northeast
1496 Route 300
Newburgh, NY 12550
Deborah A. Smith
Receiver of Taxes and Assessments

Phone 845-564-4553

Fax 845-566-1432

DATE: October 4, 2016
TO: Gilbert Piaquadio, Supervisor
FROM: Deborah A. Smith, Receiver of Taxes
SUBJECT: 2016 Unpaid Sewer Bond Relevy

I am requesting to be on the October 17, 2016 Audit Workshop Meeting Agenda for the approval of unpaid Sewer Bond Relevy for the 2017 Property Taxes.

I will provide backup to the Town Clerk.

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

RESOLUTION LEVYING UNPAID
SEWER BOND CHARGES AND
ASSESSMENTS

Councilwoman presented the following resolution which was seconded by Councilman WHEREAS, the Supervisor of the Town of Newburgh, on Oct. 17, 2016 transmitted to the Board, a statement of the Unpaid Sewer Bond Charges and Assessments filed with the Town Board of the said Town by Receiver of Taxes and Assessments. The papers contained a brief description of the property on which the sewer bond charges and assessments are unpaid, the names of persons or corporation liable to pay the same and the amounts chargeable to each, and

BE IT RESOLVED, that there be levied on the 2016 tax roll of the Town of Newburgh against the properties hereinafter described as the Unpaid Sewer Bond in the amount of \$63,051.97 so transmitted to this Board and that the amount thereof is set forth on the tax roll of the said Town of Newburgh under the name

“UNPAID SEWER BOND” to wit (see schedule attached hereto) and

*Town of Newburgh portion	\$ 63,052.97
*Town of Montgomery portion	\$ 105.00
*Town of Newburgh PILOTS	\$ 1,066.36

BE IT FURTHER RESOLVED, that the amount so levied shall be placed in the warrant of the Orange County Legislature to the Receiver of Taxes of the said Town of Newburgh, and that the sewer charges and assessments levied shall be collected and paid to the Supervisor of the Town of Newburgh in the same manner as general taxes until the amount thereof is paid. The question of the adoption of the foregoing resolution was duly put to a roll call vote which resulted as follows:

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

The resolution was thereupon declared duly adopted.

Town of Newburgh
CrossRoads of the Northeast
 1496 Rt 300
 Newburgh, NY 12550

Date: October 17, 2016
 To: Gilbert Piaquadio, Acting Supervisor
 From: Deborah A. Smith, Receiver of Taxes
 Subject: Relevy Unpaid Sewer Bond

Attached are the delinquent Sewer Bond Accounts in the Town of Newburgh from July 1, 2014 through June 30, 2015. Accounts are to be transferred to the County and Town Roll. A Resolution requesting the Orange County Legislature to authorize the procedure is attached. The total to be relieved is \$71,203.04 The following breakdown applies:

	District #	
Algonquin	50	\$0.00
Crossroads & Colden Pk	51 & 58	\$17,870.37 *
Outsider User- CR	52	\$16,678.39
Gidney	53 & 54	\$0.00
Meadow Hill No	55	\$0.00
Meadow Hill So	56	\$0.00
Rt 17K/UA	57	\$0.00
Fleetwood	59	\$2,100.00 **
Outside User- Gid	60	\$0.00
Wintergreen	61	\$3,320.86
Sherwood Forest	62 & 63	\$5,061.72
Pine Brook/Nbg Gdn	64 & 65	\$9,690.80
Orange Lake	66	\$6,462.42
Stewart Heights	67	\$3,039.77
Total		\$64,224.33

(*This amount included \$1,066.36 to be put back on the PILOT sewer bond accounts:
 513040, 513050 & 513785)

(**This amount includes \$105.00 to be relieved in the Town of Montgomery Fleetwood)

Pa



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
Cc: Town Board
From: Ronald E. Clum, Town Accountant *R*
Date: October 5, 2016
RE: Budget Transfers

At the next board meeting of October 17, 2016 can you put on the agenda the following budget adjustments:

<u>FROM ACCOUNT</u>	<u>TO ACCOUNT</u>	<u>AMOUNT</u>
001.1626.0466 Central B&G – Operating Supplies	001.1626.0497 Central B&G – Maint. Contracts	\$3,000.00
001.1990.0499 Contingencies	001.1430.0499 Consultants	\$20,000.00

Sincerely,

Ronald Clum

Approved

88

Building and Grounds Budget Transfers

These transfers are necessary to fund the following Building and Grounds projects in 2016

Code Compliance exterior entrance paint \$ 2,045.00 001-1621-0474

Highway new floor tiles entrance lobby..\$ 533.00 001-1623-0474

Police Dept new floor tiles entrance lobby \$ 1,900.00 001-1625-0474

Police Dept blacktop service road \$ 10,000.00 001-1625-0200

Highway replacement windows office area (4) \$ 2800.00 001-1623-0474

Hudson Plaza Paint exterior of building \$ 12,890.00 001-1628-0200

1. Transfer from Supervisor payroll for part time position \$ 16,000.00 from 001-1220-0100 to:
\$ 10,000.00 to 001-1621-0474
\$ 1850.00 to 001-1621-0474
\$ 4,150.00 to 001-1628-0200

2. From 001-1628-0497 \$ 8,850.00 to 001-1628-0200

3. From 001-1990-0499 \$ 9,000.00 to 001-1626-0497



JOHN PLATT
COMMISSIONER


TOWN OF NEWBURGH

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

jc

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

To: Gil Piaquadio, Town Supervisor and Town Board Members

From: Jeff Guido, Water/Sewer Superintendent 

Date: September 30, 2016

Re: Budget Transfer

I respectfully request the following budget transfers.

(Sludge Hauling/Disposal)

Transfer from: 8330.0457.4001 \$ 8,000.00

(Repair to Non-Vehicle Equipment)

Transfer to: 8330.0474.4001 \$ 8,000.00

I am requesting that this item be placed on the October 3, 2016 agenda for approval. If you have any questions or comments, I am available for discuss them with you.

Thank you.

JG/mb

82



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: October 12, 2016
RE: Transfer Requests

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

1.	FROM:	TO:	AMOUNT:
	5142.0413 Snow Removal Sand, Salt, Calcium, etc	5112.412 Permanent Improvements Street Paving & Resurfacing	\$82,000.00
2.	5130.497 Machinery Maint. Contracts/Lease/Rentals	5112.412 Permanent Improvements Street Paving & Resurfacing	\$21,400.00

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

TD:ch
cc: R. Clum, Accounting



9a

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: October 1, 2016

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

Totaling: \$462.40

Feline:

Canine: \$462.40

Attached please find the bills. E-mail sent to Police Chief & Mr. Ruggiero with explanation.

Thank you,
Cheryl Cunningham

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

TONAC

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

September 2016 voucher

Order No.

DO NOT WRITE IN THIS BOX

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

Vendor's
Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price		Amount	
<i>9-18-16</i>		<i>Invoice 287873 2016-09-18 Benny</i>			<i>462</i>	<i>40</i>
TOTAL					<i>462</i>	<i>40</i>

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, *JEAN Tobin*, certify that the above account in the amount of \$ *462.40* is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9-26-16
DATE

Jean Tobin
SIGNATURE

Acting 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



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

Sep 19, 2016

Invoice Number
287873

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

2016-09-18 Benny (# ALW)

Species: Canine
Sex: Male
Age: 4 years old
Breed: Chihuahua Mix
Coat Color: Brown/Beige
Rabies Tag Number:

Heartworm Test: 09/18/2017
Lyme Test: 09/18/2017

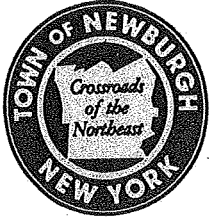
Date	Description	Qty		Price
09/18/2016	Shelter - Office Visit	1.00	\$	56.00
	Catheterization IV - A	1.00	\$	87.00
	Fluid Pump	1.00	\$	24.50
	Fluids Intravenous	1.00	\$	104.00
	Medical Waste Disposal	1.00	\$	15.50
	Town/City/Shelter - HW/Lymes/Anaplas 4DX	1.00	\$	31.00
	Medications Admin. Daily - hospitalized	1.00	\$	16.00
	Boarding - Town/City/Shelter	1.00	\$	28.00
09/19/2016	Amoxitabs 100 mg	60.00	Tablet	\$ 60.00
	Meloxidyl Oral Susp. K9 10ml	1.00		\$ 40.40

Total for 2016-09-18 Benny: \$ 462.40

Dr. Mark A. Masucci
Dr. David Greenberg

Total Invoice: \$ 462.40
Previous Balance: \$ 0.00
Total Amount Due: \$ 462.40
New Balance Due: \$ 462.40

RX Num	Code Description	Expire Date	Refills Left
2016-09-18 Benny (# ALW)			
181292	RX1450 Amoxitabs 100 mg Give 1 capsule by mouth every 12 hours. Give with food.	09/19/2017	0
181295	RX25001 Meloxidyl Oral Susp. K9 10ml	09/19/2017	0



96

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: October 4, 2016

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

Totaling: \$717.47

Feline: 378.92

Canine: \$338.55

Thank you,
Cheryl Cunningham

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

DO NOT WRITE IN THIS BOX

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

TERMS Net 30 Days

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
8/27/16	634272	COPY		152.53 ① ✓
9/2/16	634800		8034 ② ✓	
9/2/16	634802		1375 ③ ✓	
9/24/16	636224		11230 ④ ✓	
9/24/16	636224		2000 ⑤ ✓	
			TOTAL	37892

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 378.92 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9/27/16
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: 08-27-16 at 2:41p
Date: 08-27-16
Account: 4417
Invoice: 634272

Date	For	Qty	Description	Price	Discount	Net Price	
08-27-16	Moeb 18k-16	1	CONSULT / EXAM - Sick	62.50	31.25	31.25	** ✓
08-27-16		1	Weight Monitoring			0.00	-
08-27-16		1	X-RAY SURVEY RADS- First 4 v	225.00	112.50	112.50	** ✓
08-27-16		1	OSHA Compliance Biohazards Fee	6.70	3.35	3.35	** ✓
08-27-16		1	Amoxicillin Drops 15ml (50mg/ml)	19.50	14.70	4.80	** ✓
08-27-16		0.10	Onsior Inject/ ml (outpatient)	18.60	17.97	0.63	** ✓

Total charges, this invoice...

152.53

**Total discount included: 179.77

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

Reminders for: Moeb 18k-16 (Weight: 2.8 lbs - 12w)	Last done
08/17 CONSULT/EXAM - Annual Wellness	08-27-16
11/16 FECAL EXAM	
09/16 Rabies/Purevax Feline 1yr	
08/16 FVRCP Feline #2	

Moeb 18k-16's weight history (in lbs)

08-27-16 2.80

LIKE US ON FACEBOOK.COM!

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

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

4

INVOICE

erinary Hospital

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

Newburgh - Feline
Ave.
NY 12550
44

Printed: 09-24-16 at 10:54a
Date: 09-24-16
Account: 4417
Invoice: (open)

	Qty	Description	Price	Discount	Net Price	
and Finn	2	CONSULT / EXAM - Sick	125.00	62.50	62.50	** ✓
	2	Terramycin Ophthalmic Ointment #	70.00	43.84	26.16	** ✓
	1	Azithromycin 100mg/5ml suspensio	49.45	25.81	23.64	** ✓
Total charges, this invoice...					112.30	
**Total discount included: 132.15						

The total reflects our **13Stray Cat Accounts** discount.

	<u>ok and Finn Locey</u>	<u>Last done</u>
09/17	CONSULT/EXAM - Annual Wellness	09-24-16
09/17	OCAL EXAM	
09/17	ies/Purevax Feline 1yr	
09/17	ine Rhino/Panleuk/Calici #	

ON FACEBOOK.COM!
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

6 Route
Newburgh, NY 12550
564-2683

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

Newburgh - Feline
Ave.
NY 12550
344

Printed: 09-24-16 at 10:47a
Date: 09-24-16
Account: 4417
Invoice: 636224

Qty	Description	Price	Discount	Net Price
1	18k-16 Consult/Exam Followup	40.00	20.00	20.00 **

Total charges, this invoice... 20.00

**Total discount included: 20.00

The total reflects our **13Stray Cat Accounts** discount.

ON FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

With New York State law, all medications are non-refundable. We regret
prices.

OF NEWBURGH
 16 Route 300
 New York 12550
 (5) 564-4552

DEPAR

GLA

NA

ADD

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

DO NOT WRITE IN THIS BOX

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

30 Days

Invoice #

Date	Description of Materials or Services	Unit Price	Amount	
8/27			3300	①
8/28		De	11650	②
8/31		8300	8950	③
9/31			8878	④
9/15			4629	⑤
9/19			7098	⑥
TOTAL			34505	

COPY

CLAIMANT'S CERTIFICATION

338.55
 De

Don McCast certify that the above account in the amount of \$ 338.55 is true
345.05
 and that the amount claimed is actually due.

Don McCast SIGNATURE Bookkeeper TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL
 The above information was furnished to the municipality on the date of _____

 Official

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

 Date Auditing Board

INVOICE

Veterinary Hospital

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

Newburgh - canine
Ave
NY 12550
24

Printed: 08-27-16 at 11:49a
Date: 08-27-16
Account: 19984
Invoice: (open)

	Qty	Description	Price	Discount	Net Price	
8-21-16	1	CANINE RABIES / 1YEAR	33.00	16.50	16.50	** ✓
8-21-16	1	CANINE RABIES / 1YEAR	33.00	16.50	16.50	** ✓
Total charges, this invoice...					33.00	
**Total discount included: 33.00						

Total reflects our **13 Stray Cat Accounts** discount.

8-2-16 Last done

- CANINE RABIES / 3 YEAR
- Pay your pet at 5-6 months
- Canine Kennel Cough Vacc -1 ye
- PHYSICAL EXAM
- HEALTH ASSESSMENT/EXAM - Annual Wellness
- HEARTWORM TEST
- CANINE DIST/A2/PI/PARVOLEPTO1Y

8-5-16 Last done

- CANINE RABIES / 3 YEAR
- Pay your pet at 5-6 months
- Canine Kennel Cough Vacc -1 ye
- PHYSICAL EXAM
- HEALTH ASSESSMENT/EXAM - Annual Wellness
- HEARTWORM TEST
- CANINE DIST/A2/PI/PARVOLEPTO1Y

ON FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

INVOICE

Primary Hospital

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

Newburgh - canine
12550

Printed: 09-20-16 at 9:47a
Date: 08-28-16
Account: 19984
Invoice: 634321

Qty	Description	Price	Discount	Net Price
1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **
Total charges, this invoice...				16.50
**Total discount included: 16.50				

Total reflects our **13Stray Cat Accounts** discount.

ON FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

In New York State law, all medications are non-refundable. We regret

INVOICE

Veterinary Hospital

100
564

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

Newburgh - canine
Ave
NY 12550
044

Printed: 10-04-16 at 11:45a
Date: 08-31-16
Account: 19984
Invoice: 634524

Qty	Description	Price	Discount	Net Price
1	CONSULT / EXAM - Annual Welln	52.00	26.00	26.00 **
1	Accuplex4 Lyme,HW,Ehrlichia,Ana	65.00	39.00	26.00 **
1	Canine Dist/Aden/Para/Parvo 3YR	29.00	14.50	14.50 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPL4 which includes the best available protection against Leptospirosis, a common cause of Kidney and Liver Infections in the Hudson Valley.				
1	CANINE RABIES / 3 YEAR	33.00	16.50	16.50 **

Total charges, this invoice... 83.00

**Total discount included: 96.00

The total reflects our **13Stray Cat Accounts** discount.

ON FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

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

4

INVOICE

erinary Hospital

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

Newburgh - canine
12550

Printed: 09-03-16 at 10:31a
Date: 09-03-16
Account: 19984
Invoice: (open)

Qty	Description	Price	Discount	Net Price
1	Princess CONSULT / EXAM - Sick	62.50	31.25	31.25 ** ✓
3	Dexamethasone Inject / ml Outpati	29.05	14.53	14.52 ** ✓
21	Cefpodoxime 200mg* #216775	63.75	27.46	36.29 ** ✓
20	Prednisolone 5mg individual tablet	19.55	12.83	6.72 ** ✓

Total charges, this invoice... 88.78
**Total discount included: 86.07

Total reflects our **13 Stray Cat Accounts** discount.

Princess (Weight: 53.0 lbs - 5y) Last done
CONSULT/EXAM - Annual Wellness 09-03-16
EXAM
Kennel Cough Vacc -1 ye
WORM TEST
RABIES / 1YEAR
DIST/A2/PI/PARVOLEPTO1Y

Weight history (in lbs)
58.00

FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

New York state law, all medications are non-refundable. We regret

5

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 - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 09-20-16 at 9:45a
Date: 09-15-16
Account: 19984
Invoice: 635548

Date	For	Qty	Description	Price	Discount	Net Price
09-13-16	59-16 Benny	1	CONSULT / EXAM - Sick	62.50	31.25	31.25 ** ✓
09-13-16		0.25	Dexamethasone Inject / ml Outpati	27.67	13.83	13.84 ** ✓
09-13-16		1	Capstar Blue 11.4 mg 2-25 # #217	5.00	3.80	1.20 ** ✓
09-13-16		1	Frontline Gold 5-22# Single	20.00	20.00	0.00 ** ✓

Total charges, this invoice... 46.29

**Total discount included: 68.88

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

LIKE US ON FACEBOOK.COM!

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 - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 09-20-16 at 9:45a
Date: 09-19-16
Account: 19984
Invoice: 635865

Date	For	Qty	Description	Price	Discount	Net Price	
09-17-16	Jewel	1	CONSULT / EXAM - Sick	62.50	31.25	31.25	** ✓
09-17-16		1	Skin Scraping (in oil x mites) in hos	30.50	15.25	15.25	** ✓
09-17-16		1	Capstar Blue 11.4 mg 2-25 #	5.00	3.80	1.20	** ✓
09-17-16		2	Drontal Plus 22.7mg / tablet #2172	47.55	35.55	12.00	** ✓
09-17-16		1	Revolution K9 10-20lb single	18.75	7.47	11.28	** ✓

Total charges, this invoice... 70.98

**Total discount included: 93.32

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

LIKE US ON FACEBOOK.COM!

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

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

9-17-16



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: October 4, 2016

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

Totaling: \$717.47

Feline: 378.92

Canine: \$338.55

Thank you,
Cheryl Cunningham

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

DO NOT WRITE IN THIS BOX

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

TERMS Net 30 Days

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
8/27/16	634272	COPY		152.53 ① ✓
9/2/16	634801		8034 ② ✓	
9/2/16	634802		1375 ③ ✓	
9/24/16	636226		11230 ④ ✓	
9/24/16	636224		2000 ⑤ ✓	
TOTAL				37892

CLAIMANT'S CERTIFICATION

I, Dora M Carr certify that the above account in the amount of \$ 378.92 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9/27/16
DATE

Dora M Carr
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: 08-27-16 at 2:41p
Date: 08-27-16
Account: 4417
Invoice: 634272

Date	For	Qty	Description	Price	Discount	Net Price	
08-27-16	Moeb 18k-16	1	CONSULT / EXAM - Sick	62.50	31.25	31.25	** ✓
08-27-16		1	Weight Monitoring			0.00	-
08-27-16		1	X-RAY SURVEY RADS- First 4 v	225.00	112.50	112.50	** ✓
08-27-16		1	OSHA Compliance Biohazards Fee	6.70	3.35	3.35	** ✓
08-27-16		1	Amoxicillin Drops 15ml (50mg/ml)	19.50	14.70	4.80	** ✓
08-27-16		0.10	Onsior Inject/ ml (outpatient)	18.60	17.97	0.63	** ✓

Total charges, this invoice... 152.53

**Total discount included: 179.77

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

Reminders for: Moeb 18k-16 (Weight: 2.8 lbs - 12w)	Last done
08/17 CONSULT/EXAM - Annual Wellness	08-27-16
11/16 FECAL EXAM	
09/16 Rabies/Purevax Feline 1yr	
08/16 FVRCP Feline #2	

Moeb 18k-16's weight history (in lbs)

08-27-16 2.80

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

INVOICE

erinary Hospital

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

Newburgh - Feline
Ave.
NY 12550
44

Printed: 09-24-16 at 10:54a
Date: 09-24-16
Account: 4417
Invoice: (open)

Qty	Description	Price	Discount	Net Price	
2	CONSULT / EXAM - Sick	125.00	62.50	62.50	** ✓
2	Terramycin Ophthalmic Ointment #	70.00	43.84	26.16	** ✓
1	Azithromycin 100mg/5ml suspensio	49.45	25.81	23.64	** ✓

Total charges, this invoice... 112.30

**Total discount included: 132.15

total reflects our 13Stray Cat Accounts discount.

date	ok and Finn Locey	Last done
9/17	CONSULT/EXAM - Annual Wellness	09-24-16
9/17	PHYSICAL EXAM	
9/17	Pris/Purevax Feline 1yr	
9/17	Feline Rhino/Panleuk/Calici #	

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

INVOICE

Newburgh Veterinary Hospital

16 Route 1
Newburgh, NY 12550
564-2661

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

Printed: 09-24-16 at 10:47a
Date: 09-24-16
Account: 4417
Invoice: 636224

Newburgh - Feline
Ave.
NY 12550
3344

Qty	Description	Price	Discount	Net Price
1	Consult/Exam Followup	40.00	20.00	20.00 **
Total charges, this invoice...				20.00
**Total discount included: 20.00				

The total reflects our **13Stray Cat Accounts** discount.

ON FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

With New York State law, all medications are non-refundable. We regret
inconveniences.

OF NEWBURGH

6 Route 300
New York 12550
(5) 564-4552

DO NOT WRITE IN THIS BOX

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

DEPAR

GLA

NA

ADD

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

30 Days

Invoice #

Description of Materials or Services

Unit Price

Amount

8/27
8/28
8/31
9/3
9/15
9/19

	3300	①
	11650	②
	8300	③
	8878	④
	4629	⑤
	7098	⑥
TOTAL	34505	

COPY

CLAIMANT'S CERTIFICATION

338.55

Deam Cast certify that the above account in the amount of \$ 338.55 is true
345.05
and that the services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that the municipality is exempt, are not included; and that the amount claimed is actually due.

Deam Cast SIGNATURE Bookkeeper TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

APPROVAL FOR PAYMENT

The above information was furnished to the municipality on the dates stated.

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

Date Auditing Board

INVOICE

Veterinary Hospital

50

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

Newburgh - canine
Ave
NY 12550
344

Printed: 08-27-16 at 11:49a
Date: 08-27-16
Account: 19984
Invoice: (open)

Qty	Description	Price	Discount	Net Price
51-16	1 CANINE RABIES / 1YEAR	33.00	16.50	16.50 ** ✓
2-16	1 CANINE RABIES / 1YEAR	33.00	16.50	16.50 ** ✓
Total charges, this invoice...				33.00
**Total discount included: 33.00				

Total reflects our **13Stray Cat Accounts** discount.

52-16 Last done

- CANINE RABIES / 3 YEAR
- by your pet at 5-6 months
- Canine Kennel Cough Vacc -1 ye
- ANNUAL EXAM
- HEALTHY RESULT/EXAM - Annual Wellness
- HEARTWORM TEST
- CANINE DIST/A2/PI/PARVOLEPTO1Y

51-16 Last done

- CANINE RABIES / 3 YEAR
- by your pet at 5-6 months
- Canine Kennel Cough Vacc -1 ye
- ANNUAL EXAM
- HEALTHY RESULT/EXAM - Annual Wellness
- HEARTWORM TEST
- CANINE DIST/A2/PI/PARVOLEPTO1Y

ON FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

INVOICE

Primary Hospital

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

Newburgh - canine
12550

Printed: 09-20-16 at 9:47a
Date: 08-28-16
Account: 19984
Invoice: 634321

Qty	Description	Price	Discount	Net Price
1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **

Total charges, this invoice... 16.50
**Total discount included: 16.50

Total reflects our **13Stray Cat Accounts** discount.

ON FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

In New York State law, all medications are non-refundable. We regret

INVOICE

Veterinary Hospital

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

Newburgh - canine
Ave
NY 12550
44

Printed: 10-04-16 at 11:45a
Date: 08-31-16
Account: 19984
Invoice: 634524

Qty	Description	Price	Discount	Net Price
1	CONSULT / EXAM - Annual Welln	52.00	26.00	26.00 **
1	Accuplex4 Lyme, HW, Ehrlichia, Ana	65.00	39.00	26.00 **
1	Canine Dist/Aden/Para/Parvo 3YR	29.00	14.50	14.50 **

pet has been vaccinated with Pfizer's new 5 in 1 DA2PPL4 which includes best available protection against Leptospirosis, a common cause of Kidney over Infections in the Hudson Valley.

1	CANINE RABIES / 3 YEAR	33.00	16.50	16.50 **
---	------------------------	-------	-------	----------

Total charges, this invoice... 83.00

**Total discount included: 96.00

Total reflects our **13Stray Cat Accounts** discount.

ON FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

In New York State law, all medications are non-refundable. We regret
ces.

4

INVOICE

Veterinary Hospital

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

Newburgh - canine
12550

Printed: 09-03-16 at 10:31a
Date: 09-03-16
Account: 19984
Invoice: (open)

Qty	Description	Price	Discount	Net Price
1	CONSULT / EXAM - Sick	62.50	31.25	31.25 ** ✓
3	Dexamethasone Inject / ml Outpati	29.05	14.53	14.52 ** ✓
21	Cefpodoxime 200mg* #216775	63.75	27.46	36.29 ** ✓
20	Prednisolone 5mg individual tablet	19.55	12.83	6.72 ** ✓

Total charges, this invoice... 88.78
**Total discount included: 86.07

Total reflects our 13 Stray Cat Accounts discount.

Princess (Weight: 53.0 lbs - 5y) Last done

CONSULT/EXAM - Annual Wellness 09-03-16

EXAM

Kennel Cough Vacc -1 ye

HEARTWORM TEST

RABIES / 1YEAR

DIST/A2/PI/PARVOLEPTO1Y

Weight history (in lbs)
53.00

FACEBOOK.COM!

BOOK YOUR PETS BOARDING RESERVATION TODAY!

By New York State law, all medications are non-refundable. We regret

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 - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 09-20-16 at 9:45a
Date: 09-15-16
Account: 19984
Invoice: 635548

Date	For	Qty	Description	Price	Discount	Net Price	
09-13-16	59-16 Benny	1	CONSULT / EXAM - Sick	62.50	31.25	31.25	** ✓
09-13-16		0.25	Dexamethasone Inject / ml Outpati	27.67	13.83	13.84	** ✓
09-13-16		1	Capstar Blue 11.4 mg 2-25 # #217	5.00	3.80	1.20	** ✓
09-13-16		1	Frontline Gold 5-22# Single	20.00	20.00	0.00	** ✓

Total charges, this invoice... 46.29

**Total discount included: 68.88

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

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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

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

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

Printed: 09-20-16 at 9:45a
Date: 09-19-16
Account: 19984
Invoice: 635865

Date	For	Qty	Description	Price	Discount	Net Price	
09-17-16	Jewel	1	CONSULT / EXAM - Sick	62.50	31.25	31.25	** ✓
09-17-16		1	Skin Scraping (in oil x mites) in hos	30.50	15.25	15.25	** ✓
09-17-16		1	Capstar Blue 11.4 mg 2-25 #	5.00	3.80	1.20	** ✓
09-17-16		2	Drontal Plus 22.7mg / tablet #2172	47.55	35.55	12.00	** ✓
09-17-16		1	Revolution K9 10-20lb single	18.75	7.47	11.28	** ✓

Total charges, this invoice... 70.98

**Total discount included: 93.32

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

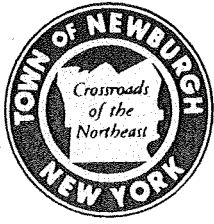
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GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

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

9-17-16

10 a



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Town Board

From: Charlene M Black, Personnel

Date: September 29, 2016

Re: Training

A handwritten signature in black ink, appearing to be 'C. Black', enclosed in a circular scribble.

I called our EAP and they told me if the Town is interested in a specific topic that is not on the list to please let them know and they will check to see if it is a training they can accommodate the Town with. Please look at the list again and see if there is something else you would like them to train on. I will then convey your request to them and hopefully schedule that training class. Thank you in advance.

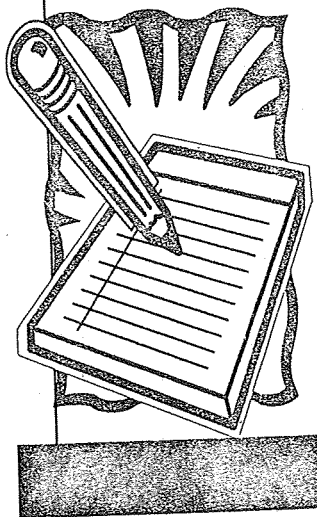
EAP

*Make certain
your staff
know about
their
EAP*

Your EAP has developed various workshops and trainings which we offer to our contract companies at no additional cost. The topics deal with issues some of which are intended specifically for management/supervisory personnel while others are appropriate for the general employee population. They can compliment your regular organizational training agenda. They can be tailored both in terms of time and content to fit your particular needs.

Organizational Trainings

PARTIAL LIST OF WORKSHOP TOPICS THAT THE EAP WILL PROVIDE YOUR ORGANIZATION

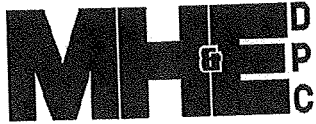


- ◆ Constructive Intervention
- ◆ Management Training
- ◆ Creating a Civil Work Environment
- ◆ Anger Management
- ◆ Domestic Violence
- ◆ Sexual Harassment
- ◆ Enhancing Supervisory Skills
- ◆ Managing Stress
- ◆ Making Change Work For You
- ◆ Effective Communication
- ◆ Addiction in the Workplace
- ◆ Time Management
- ◆ Coping with Shift Work
- ◆ Relaxation Techniques
- ◆ De-Clutter your Mind
- ◆ Budgeting for Today, Planning for Tomorrow

Your Employee Assistance Program is committed to making our services available to all those who may need them. To achieve this we must rely on you to assist us in remaining visible within YOUR ORGANIZATION: to distribute the promotional literature we provide and to schedule EAP staff trainings. One EAP training could make a "world of difference" in a co-workers life. To contact your EAP in order to schedule a training or presentation please call

1-800-962-7487

11a



LETTER OF TRANSMITTAL

33 Airport Center Drive, Suite 202
NEW WINDSOR, NY 12553
(845) 567-3100 FAX 567-3232

111 Wheatfield Drive, Suite 1
MILFORD, PA 18337
(570) 296-2765 FAX 296-2767

DATE: 7/26/2016 **JOB No.:** **RE:** Town of Newburgh MS4
TO: Town of Newburgh **ATTN:** Gilbert Piaquadio, Supervisor
1496 Route 300
Newburgh, NY 12550

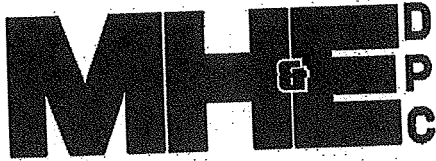
WE ARE SENDING YOU THE FOLLOWING VIA

COPIES	DATES	NO.	DESCRIPTION
1			MS4 Program Review/ Update Town of Newburgh Letter & forms

MESSAGE: Via USPS

COPY TO: _____

SIGNED: Patrick J. Hines, Principal _____



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES

26 July 2016

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR
SUBJECT: TOWN OF NEWBURGH MS4 PROGRAM REVIEW/UPDATE

Dear Supervisor Piaquadio:

As you are aware the town of Newburgh is a regulated MS4 community. The town is required by its permit NYR20A237 to have a program in place which meets the six identified measurable goals. The New York State Department of Environmental Conservation has recently begun a round of audits of regulated MS4 communities. During these audits a complete review of the municipalities program is undertaken. In order to be in compliance with NYSDEC MS4 regulations the regulated MS4 must have a program which meets each of the six minimum measurable goals identified in the permit. The six components are identified below:

1. Public Education and Outreach.
2. Public involvement and participation.
3. Illicit discharge detection and elimination.
4. Construction site runoff control.
5. Post construction stormwater management.
6. Pollution prevention/ Good housekeeping for municipal operators.

We have recently guided several of our municipal clients through NYSDEC audits. Based on our experience with these audits we have evaluated your municipalities existing program with regard to successfully navigating an audit. Based on a review of your existing program we would recommend the following:

- 1) A comprehensive MS4 Plan update. The Town's Stormwater Management Plan should

Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

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

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

be continued to be updated to be in compliance with current regulations. The Town's current plan was updated prior to the previous audit in 2013. Minor edits and reviews of the plan should be undertaken to assure compliance with regulations.

- 2) Stormwater outfall inspection. The regulations require a physical inspection and mapping of stormwater outfalls within the regulated area at least once every 5 years. The Town of Newburgh is overdue for an evaluation of the outfalls. Previous outfall review was undertaken in 2008-2009. A comprehensive inspection of the outfalls based on existing mapping and updating of existing mapping is required to be performed.
- 3) Public education and outreach is an annual requirement. We recommend that the Town provide additional education and outreach by placing stormwater related information at publicly available locations within the municipality, ie. Town Hall kiosk area. We have contacted a local vendor. We can provide brochures through a local vendor. Copies of typical brochures are attached for your use.
- 4) Good Housekeeping. Good Housekeeping portion of the plans regarding municipal operations is often an issue with NYSDEC audits. While not specifically required by the regulations, we recommend a quarterly evaluation be performed at each municipally owned and operated facility. We have developed forms which can be utilized by your municipality to document the inspections performed by municipal personnel. In addition, training for good housekeeping practices is a requirement of the MS4 Program. Training is available through NYSDEC and Cornell Co-operative Extension for stormwater related items which meet the goals of the MS4 Program.

Based on our review of your MS4 Program the following critical compliance items have been identified:

- A. **Updated IDDE inspections and mapping.** MH&E can provide training to your municipal employees to perform the dry weather outfall inspections or we can perform turn key service to field review, photo document and record outfalls based on your staffing and training needs.
- B. **Good Housekeeping site evaluations.** The Town should undertake a quarterly good housekeeping evaluation of facilities within the regulated MS4. Examples of these facilities would be your Highway Department, Fleet maintenance, Water Plant. Facilities which store chemical, petroleum products, salt or vehicle maintenance are those which are required to be evaluated. Documentation of these evaluations is critical for meeting the goals of the MS4 audit.
- C. **Post construction stormwater management.** The Town of Newburgh requires execution of a stormwater facilities control maintenance agreement upon approval of projects. We would recommend that letters be sent to all property owners who executed stormwater facility maintenance agreements requesting the required annual evaluation of stormwater practices. Tracking of post construction stormwater management through the executed stormwater facilities maintenance agreements will meet the goals of the program. In addition the town should identify drainage districts

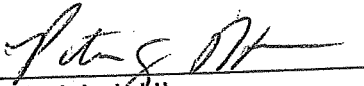
26 July 2016

which have been constructed and are owned and operated by the town. Periodic evaluation and maintenance of stormwater management facilities owned and operated by drainage districts should be documented for compliance.

The undersigned is available to meet with representatives of the town to provide additional information regarding these MS4 matters. A meeting with various town representatives in charge of various components of the program could be held to address any comments or concerns and kick off compliance related activities in order to assure the town's ongoing compliance with the MS4 regulations.

Please feel free to contact the undersigned should you require any additional information regarding this matter or wish to schedule a meeting.

Very Truly Yours,



Patrick J. Hines
Principal

cc: James Osborne, Town Engineer
Gerald Canfield, Code Compliance Officer

i:\town of newburgh pb\2016 correspondence\7-26-16 superv. g.piaquadio ms4.doc

**TOWN OF NEWBURGH
STORMWATER OUTFALL
ILLICIT DISCHARGE INSPECTION CHECKLIST**

Outfall# _____

Project _____
 Location: _____
 Site Status: _____
 Date: _____
 Time: _____
 Weather: _____
 Inspector: _____

ITEM DESCRIPTION	COMMENTS/ CONDITIONS DESCRIPTION
Dry weather flow (Yes or No, heavy/medium/light flow)	
Color of flow	
Odor of flow	
Other description of flow	
Flow effects (corrosion, pipe etching, burning eyes, etc.)	
Chemical analysis (if necessary)	
Upstream sources of non-stormwater flow	
Record clear, unpolluted dry weather flow	
Addition comment:	
Action to be taken:	

Inspector's signature _____

Town of Newburgh
Minimum Control Measure 6: Quarterly Good Housekeeping Checklist

Year: _____ Quarter: _____ Date: _____

Visual Inspection:

Item:	Condition:	Comments:
Petroleum Storage		
Chemicals		
Salt Stockpile		
Vehicles/ Equipment Parking Areas		
Litter/ Debris		
Floor/ Floor Drains		

Any Reported Spills in Quarter? _____

If so: What type: _____ How much: _____

Did spill enter floor/storm drain?: _____

Description of all maintenance conducted as a result of inspection:

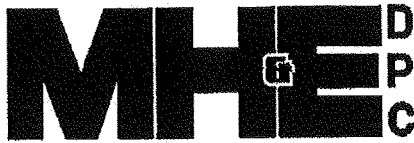
List of Dates of which catch basins were cleaned:

Date:	Catch Basin ID #s:

Employee Signature: _____ Date: _____

Superintendent's Signature: _____ Date: _____

113



Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

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

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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

14 October 2016

Supervisor Piaquadio
Board Members
Town of Newburgh
1496 Route 300
Newburgh, New York 12550

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES- ROSTEN HILLS SEWER DISTRICT, HEADWORKS MODIFICATION, PUMP STATION, FORCEMAIN, SYSTEM UPGRADES

Dear Supervisor Piaquadio and Board Members:

We are pleased to provide the following proposal for professional services required to assist the Town of Newburgh in designing improvements to the Rosten Hills Sewer District. McGoey, Hauser & Edsall Consulting Engineers, D.P.C. (MH&E) previously prepared a Map Plan and Report for the establishment of the Rosten Hills Sewer District. This Map, Plan, and Report identifies the design basis for this proposal. The existing Parr West Sewage Treatment Plant will be repurposed as a preliminary treatment/pump station discharging via a new forcemain to the Parr East sanitary sewer collection system. Improvements to the Parr East Sewage Treatment Plant are required in order to treat the increased hydraulic loading.

The proposal will incorporate the design of new screening and influent manhole modifications. New equalization tankage pumps and wetwell updated controls, forcemain, NYSDOT crossing, and an emergency generator to provide power for the modified facility during power outages. The abandonment of the existing facilities will be addressed on the plans and specifications. Improvements to the Rosten Hills/Parr East Treatment Facility, includes new screening installation, new equalization pumps, updated controls. Plans will address site work and fencing at both facilities and the abandonment of any components which will no longer be required.

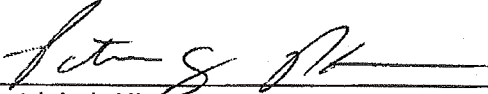
Each of the above referenced improvements were identified during the analysis undertaken to prepare the Map, Plan, and Report for establishment of the district.

14 October 2016

If the above is acceptable, please notify this office authorizing us to prepare a standard form of agreement for execution by the Town prior to commencing work on the project.

Very truly yours,

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

A handwritten signature in black ink, appearing to read "Patrick J. Hirres", is written over a horizontal line.

Patrick J. Hirres
Principal

110

DRAFT: Marlborough IMA (9) clean

INTER-MUNICIPAL AGREEMENT

entered into pursuant to

ARTICLE 5-G OF THE GENERAL MUNICIPAL LAW

between

THE TOWN OF NEWBURGH

and

THE TOWN OF MARLBOROUGH

to provide for

THE INTERCONNECTION, OPERATION AND MAINTENANCE,

of the

THE DELAWARE AQUEDUCT TAP WATER TREATMENT PLANT PROJECT

_____ 1, 2016

INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made this day of , 2016 by and among the TOWN OF NEWBURGH a municipal corporation located in the County of Orange and the TOWN OF NEWBURGH CONSOLIDATED WATER DISTRICT, a water district formed pursuant to the provisions of Article 12 of the Town Law of the State of New York with their respective principal offices situate at Town Hall, 1496 Route 300, Town of Newburgh, County of Orange, New York (hereinafter collectively called "Newburgh") and the TOWN OF MARLBOROUGH, a municipal corporation located in the County of Ulster with principal offices at Town Hall, 21 Milton Turnpike, Suite 200, Town of Marlborough, Ulster County, New York on behalf of the MARLBOROUGH WATER DISTRICT, a special water improvement district formed under this state's Town Law and covering a portion of the Town of Marlborough (hereinafter collectively referred to as "Marlborough").

RECITALS

- A. Newburgh is the owner and operator of a water supply and distribution system which delivers potable water to properties in the Town of Newburgh Consolidated Water District, other duly formed water districts of the Town of Newburgh and certain additional customers;
- B. Marlborough is the owner and operator of a water supply and distribution system which delivers potable water to properties within the service area of the Marlborough Water District in Marlborough;
- C. Newburgh and Marlborough are each a party to separate agreements, or arrangements for the taking of water supply by customs, practices derived from the carryover of agreements, with the City of New York with respect to the taking and receiving of a

supply of water from the water supply system of the City of New York ("NYCWSS"), and such agreements, customs and practices provide, among other things, for the delivery of New York City water to external municipalities and water districts through authorized interconnections;

D. The water received by Newburgh from the NYCWSS at the DAT Facility requires treatment to bring it into compliance with the Safe Drinking Water Act, 40 CFR § 141.71, and the New York State Sanitary Code, specifically 10 NYCRR § 5-1.30(c);

E. Newburgh entered into a Consent Decree with the United States of America for Civil Action No. 08 Civ. 5902 (SCR) entered into the docket on September 24, 2008 (the "Consent Decree"), that requires that, among other things, Newburgh proceed to install filtration and disinfection of all water supplied by the Delaware Aqueduct source in accordance with certain specified milestone events and commence operation of a Water Treatment Plant ("DAT WTP") for the Delaware Aqueduct source water in accordance with the filtration requirements set forth in 40 CFR Part 141 Subparts H, L and P, all NPDWR and all applicable SSC provisions and the New York State Department of Health has revoked Newburgh's previous filtration avoidance approval and also required Newburgh to install filtration and disinfection of water supplied by the Delaware Aqueduct source;

F. Newburgh acquired an easement across property of Central Hudson adjacent to its Lattintown Road property for a driveway right of way for access to the plant site pursuant to an Easement Agreement dated October 2, 1991, which easement was amended by agreement dated March 15, 2011; and

G. Newburgh has approved, constructed and financed with aid of the New York State

Environmental Facilities Corporation (“NYSEFC”) up to the approved maximum finance amount of \$20,623,584, a new DAT WTP, including original equipment, machinery, apparatus, appurtenances and incidental improvements and expenses in connection therewith, at an actual capital cost eligible for disbursement of NYSEFC debt funding of \$19,024,255 as of July 8, 2015, with the potential of additional NYSEFC debt funding of capital expenditures for the DAT WTP, and which is located on a Newburgh owned parcel of land located off Lattintown Road in Newburgh adjacent to the DAT Facility;

- H. Prior to the construction of the DAT WTP, Newburgh and Marlborough entered into an inter-municipal agreement dated May 15, 2000 whereby Newburgh agreed to supply water from its DAT Facility at the New York City Delaware Aqueduct Shaft 5A located on Lattintown Road in the Town of Newburgh, Orange County, New York to an adjacent facility for Marlborough and Marlborough covenanted to accept the water quality as available at the DAT Facility and not to use more than 0.750 Million Gallons Per Day (“MGD”) of water from Newburgh;
- I. The water withdrawn from the NYCWSS was chlorinated, fluoridated and treated with a corrosion inhibitor and sodium hydroxide at the DAT Facility;
- J. The function and use of the DAT Facility has been modified and integrated into the DAT WTP as follows: all chemical feed systems have been relocated to the DAT WTP; raw, untreated water is withdrawn from the NYCWSS where it passes through backflow prevention and a NYCWSS flow meter and is delivered to the DAT WTP; finished, treated water is withdrawn from the adjacent clearwell tank and pumped into the distribution system for delivery to customers in Newburgh for human consumption

and other uses and to customers in the Town of New Windsor for emergency consumption and use;

K. Finished treated water is delivered to the Marlborough Facility from the DAT Facility;

L. Newburgh has determined its ten (10) year projection for water demand in Newburgh is a total of 5.0 MGD;

M. Marlborough has determined its projected continuing and interim demand for water from Newburgh is a total of 800,000 Gallons Per Day (“GPD”);

N. The DAT WTP has the hydraulic and treatment capacity to safely process water withdrawn from the NYCWSS at the rate of up to 6.0 Million Gallons Per Day (6.0 MGD), in compliance with the Safe Drinking Water Act (42 USC §§ 300f. et. seq., and 10 NYCRR § 5-1.30(b);

O. Newburgh and Marlborough have determined that their respective interests will be served by implementing this Agreement that provides Marlborough with the right to the use and benefit of 800,000 GPD of the water treatment capacity of the DAT WTP for the term of the Agreement;

P. Marlborough shall be responsible for any surcharges imposed by the City of New York for Marlborough’s taking of water from the NYCWSS which exceeds its applicable maximum. Newburgh shall be responsible for any surcharges imposed by the City of New York for Newburgh’s taking of water from the NYCWSS which exceeds its applicable maximum.

Accordingly, the Town Board of the Town of Newburgh and the Town Board of the Town of Marlborough have determined that all reasonable and required steps should be taken to provide

a common water supply for Newburgh and Marlborough by entering into this Agreement as authorized by Article VIII of the New York State Constitution and Article 5-G of the General Municipal Law of the State of New York in order to provide water to their consumers in the most economical way possible.

NOW THEREFORE in consideration of the mutual covenants, conditions and agreements hereinafter set forth the parties agree as follows:

DEFINITIONS: The following words and phrases shall have the meanings set forth below whenever they are used in this Agreement.

1.1 "Agreement" shall mean this inter-municipal agreement and any supplements and amendments made in conformity with the terms hereof:

1.2 "Annual Average Daily Usage" shall mean the total volume of water delivered in one calendar year divided by the number of days in the year.

1.3 "Annual Metered Deliveries" shall mean the total volume of water delivered from the DAT WTP to each of the party's transmission and distribution system in a calendar year as measured by the respective designated master meter.

1.4 "Annual Capital Project Cost" shall mean and include bonded obligations for Capital Project Costs as quantified on the debt repayment schedule annexed hereto as Exhibit "A"

1.5 "Capital Project Costs" shall mean the expenses incurred by Newburgh in the constructing, building, equipping, and NYSEFC financing of the DAT WTP and DAT Facility modifications up to the eligible financing ceiling of \$20,623,584, but shall exclude (a) the costs of the purchase of the land owned by Newburgh on which the facility is located, (b) capital costs of the DAT WTP which are not eligible for NYSEFC financing, (c) attorney fees and other costs for litigation as between Newburgh and contractors for the DAT WTP

even if eligible for NYSEFC financing (e.g., Newburgh expended \$8,364 for this category of attorneys' fees and costs for the period February 1, 2016 through September 8, 2016), (d) damages awarded against Newburgh in any litigation between Newburgh and contractors for the DAT WTP even if eligible for NYSEFC financing, and (e) future capital costs incurred to correct or upgrade the operation of the DAT WTP at its capacity of 6.0 MGD except those required by regulatory changes or regulatory directives which are dealt with in Paragraph "7.1.3" of this Agreement and except future capital costs incurred after the 25th anniversary of the effective date of this agreement subject to the provisions set forth in Paragraph "7.1.3" of this Agreement.

1.5 - A. "Capital Costs, Future" shall mean expenses incurred by Newburgh in the future in repairing, replacing, correcting or upgrading the DAT WTP and DAT Facility, or components thereof.

1.6 "Charge, Water Usage" shall mean a charge for treatment and delivery of water to Marlborough based upon Metered Deliveries and calculated pursuant to this Agreement.

1.7 "Commissioner" shall mean the Commissioner of the Department of Environmental Protection of the City of New York or a duly authorized representative, or any other person who hereafter may perform the functions and duties of the Commissioner of the Department of Environmental Protection.

1.8 "DAT Facility" shall mean the Delaware Aqueduct Tap Facility at Shaft 5A located at 214 Lattintown Road including the strainers, backflow preventers, New York City flow meter and Finished Water distribution pumps, piping and valves with all controls, electrical

equipment and any and all appurtenances.

1.9 "DAT WTP" shall mean the Delaware Aqueduct Tap Water Treatment Plant located at 218 Lattintown Road, including all of the lot, piece or parcel of land including the buildings, water treatment plant with any associated sludge thickening equipment and disposal system and other improvements thereon erected or on Lattintown Road, in the Town of Newburgh, Orange County, New York as described graphically in the plot plan annexed hereto as Exhibit "B", , all site improvements, pumps, treatment process equipment, sludge disposal equipment, tanks, connections, meters, facilities, pipes, piping and appurtenances to the point where water enters the NCWDS after passing through the master meter at the DAT WTP.

1.10 "Design Flow" or "Design Capacity" shall mean the peak daily delivery, in MGD, which the facility is expected to receive, safely treat and convey during the maximum day demand of the Design Year.

1.11 "Design Year" shall mean the year in which the DAT WTP will reach its design capacity, which is currently established at 2023.

1.12 "Effective Date" shall mean the date all contingencies set forth in Section 4 hereof are satisfied.

1.13 "Encroachment" shall mean an occurrence which exists whenever the amount of water delivered to Marlborough's distribution system during a calendar day exceeds that user's reserved capacity.

1.14 "Existing Facilities" shall mean:

1.14.1 DAT Facility; and

1.14.2 DAT WTP.

1.15 "Finished Water" shall mean the treated water from the DAT WTP delivered to the respective distribution system as measured by the designated meters.

1.16 "Water Production Costs" shall mean all costs encountered for the operation, maintenance, upkeep and repair of the DAT WTP and DAT Facility which are not specifically defined in this Agreement as being Capital Project Costs. Water Production Costs include costs incurred for:

1.16.1 Personnel;

1.16.2 Equipment;

1.16.3 Contractual services and supplies, including but not limited to the following:

- 1.16.3.1 legal services;
- 1.16.3.2 New York City water costs;
- 1.16.3.3 vehicle contract repairs;
- 1.16.3.4 radio communication lease/rental and maintenance;
- 1.16.3.5 sludge hauling and disposal;
- 1.16.3.6 chemicals;
- 1.16.3.7 office supplies;
- 1.16.3.8 uniforms;
- 1.16.3.9 meals;
- 1.16.3.10 operating supplies;
- 1.16.3.11 membership dues;
- 1.16.3.12 travel, conferences and education payment or reimbursement;
- 1.16.3.13 testing;

- 1.16.3.14 permits;
- 1.16.3.15 contract operators and consultants;
- 1.16.3.16 repairs to non-vehicle equipment;
- 1.16.3.17 telemetry;
- 1.16.3.18 telephone and internet;
- 1.16.3.19 utilities, including but not limited to electricity and fuel oil;
- 1.16.3.20 printing;
- 1.16.3.21 maintenance contracts, leases and rentals;

- 1.16.3.22 publication and mailing costs of legal notices; and
- 1.16.3.23 miscellaneous

Water Production Costs shall be the basis for determining the Water Usage Rate charged by Newburgh to Marlborough and the total annual Water Production Costs will be divided by Total Annual Metered Deliveries to obtain the Water Usage Rate. Water Production Costs, in terms of inclusions and exclusions, are more particularly addressed in the Newburgh Budget extract annexed hereto as Exhibit "C" of this Agreement, and the examples set forth therein for the computation of water usage rate. Newburgh will not add inter-governmental expenses to these budget items. Newburgh will not charge to Marlborough an administrative surcharge on the water rate in excess of five (5%) percent.

1.17 "Marlborough Interconnection Facility" shall mean the existing interconnection facilities of Marlborough which receive water from the DAT Facility through valves, master meters and water mains to the Newburgh-Marlborough town boundary line.

1.18 "Metered Deliveries" shall mean the volume of water delivered from the DAT WTP as measured by the designated master meter.

1.19 "NCWDS " shall mean the Newburgh Consolidated Water District system, including but not limited to all water transmission and distribution mains, ancillary valves, pumps, hydrants, pressure reducing stations and water storage tanks beginning at and south of the first off-site tee located in Lattintown Road.

1.20 "NYSEFC" shall mean the New York State Environmental Facilities Corporation.

1.21 "Operating Budget" shall mean the annual operating and maintenance budget prepared by Newburgh after notice to and consultation with Marlborough, and adopted by the Town Board of Newburgh.

1.22 "Operating Fund" shall mean the fund(s) established to provide monies to cover the Operating Budget.

1.23 "Peak Daily Production" shall mean the maximum production of Finished Water by the DAT WTP over a calendar day as measured by water production meters.

1.24 "Peak Daily Delivery" shall mean the maximum usage of Finished Water in MGD, by any party over a calendar day as measured by designated master meters.

1.25 "Raw Water" shall mean untreated water withdrawn from the NYCWSS before it has entered the DAT WTP for treatment.

1.26 "Reserved Capacity" shall mean that portion of the approved treatment capacity of the DAT WTP, measured in GPD, which has been assigned to the use and benefit of a party.

1.27 "Total Annual Metered Deliveries" shall mean the total volume of water delivered from the DAT WTP to the transmission and distribution system in a fiscal year as measured by the designated master meters.

1.28 "Treatment Capacity" shall mean the maximum quantity of potable water that can be produced by the DAT WTP in a twenty-four hour day.

1.29 "Water Improvement Entity" shall mean a water district, extension of a water district, or water improvement area formed to provide water for distribution to a benefitted area as contemplated by this Agreement, and as authorized by the laws of the State of New York.

1.30 "MGD" shall mean million gallons per day.

1.31 "Parties" shall mean the Town of Newburgh and the Town of Marlborough.

1.32 "Party" shall mean either the Town of Newburgh or the Town of Marlborough.

2. SCOPE OF AGREEMENT: The parties agree:

2.1 To provide, on a cooperative basis potable water as presently defined by the Safe Drinking Water Act and current United States Environmental Protection Agency, New York State Department of Health ("NYSDOH") and New York State Department of Environmental Conservation ("NYSDEC") water regulations in effect as of December 1, 2011 to meet the needs of Newburgh and Marlborough.

2.2 Water will be withdrawn from the NYCWSS and treated by Newburgh to potability at the DAT WTP at the minimum permitted rate necessary to supply the Newburgh's Design Year need of 5.0 MGD and Marlborough's current need of 800,000 GPD, and/or Marlborough's current need of 800,000 GPD and option for an additional 200,000 GPD if available (see Paragraph "8"), and delivered to the parties' water distribution systems. A purpose of this Agreement is for Newburgh to reserve and make this 800,000 GPD capacity available to Marlborough after treatment at the DAT WTP for the duration of this Agreement. Marlborough shall be deemed to possess an ownership interest as an acquired capital improvement in this reserved capacity of Finished Water supply from the DAT WTP

of Newburgh for the duration of this Agreement, subject to Marlborough's maintenance of its independent agreement(s) with the City of New York with respect to the taking and receiving of water from the NYCWSS.

2.3 Newburgh will apply for and maintain all necessary permits to obtain authorization to treat the amount of water necessary to meet the requirements set forth in § 2.2 above at the DAT WTP. Newburgh and Marlborough shall each be responsible for the continuation and renegotiation of their separate agreements or custom and practice arrangements with the City of New York with respect to the taking and receiving of water from the NYCWSS.

The parties recognize that Newburgh may determine to apply for permits and construct or install facilities to treat additional amounts of water for its own purposes or for sale to other customers. The parties agree that Marlborough will not be required pursuant to this Agreement, to contribute to the costs of any such increase of facilities of Newburgh.

2.4 Marlborough has determined its projected needs and that it intends to use a maximum of 800,000 GPD of Finished Water with the resultant processed water being delivered to Marlborough at the existing master meter situated at the location previously agreed upon by the parties. Marlborough agrees that it has no ownership interest in the DAT WTP and DAT Facility and that it will have no ownership interest in any expanded portion of the DAT WTP, but instead that Marlborough maintains an ownership interest acquired as a capital improvement only in the capacity reserved for it by the Agreement at the DAT WTP and DAT Facility.

2.5 Newburgh will transfer and Marlborough will acquire the exclusive use and benefit of 800,000 GPD of the DAT WTP's treatment capacity which shall be Marlborough's Reserved Capacity.

2.6 Newburgh shall be responsible to supply water to Marlborough in the event of a shutdown of the New York City Delaware Aqueduct under the same terms and conditions, or no less favorable terms and conditions, than experienced by Newburgh in any inter-municipal plan or program involving Newburgh, with or without the NYSDEP's participation, for the providing of municipal water supply to Newburgh during the forthcoming temporary shutdown of the Delaware Aqueduct.

2.7 Newburgh and Marlborough will each be required to operate, repair, replace, upgrade, administer and maintain in working order their respective distribution systems in strict accordance with New York State regulations and the requirements of the City of New York. Neither party is obligated to provide storage for the other party. Each party will maintain their own distribution, pumping and storage systems capable of distributing water independently of the other's systems at anytime.

2.8 Subject to the fulfillment of any conditions precedent necessary to the Marlborough Water District's establishment of statutory approvals for the making and performance of this Agreement, including but not limited to proceeding under Town Law 202-b, including the issuance of bonded debt if necessary, for the making of such payments, Marlborough, in consideration of Marlborough's Reserved Capacity for the duration of this Agreement will establish authorization for maximum payment to Newburgh of the capital contribution for the DAT WTP improvements of Newburgh of \$2,749,124, representing 13.33% of the maximum amount of financing of \$20,623,584 approved by the NYSEFC for the DAT WTP, payable as follows (a) the lump sum capital contribution of \$883,992.57 constituting 13.33% of the NYSEFC debt service paid by Newburgh for the period 2011 to 2016 and payable at the effective date of this Agreement, or expiration of the permissive

referendum period for transfer of the proceeds for payment between capital reserve accounts, whichever is later, and (b) the prospective annual capital contributions set forth within Exhibit "A", commencing on the first day of April following the effective date of this Agreement and representing 13.33% of the scheduled prospective annual debt service of Newburgh payable to the NYSEFC for the period 2017 to 2031. These retrospective and prospective percentage capital contributions payable by Marlborough to Newburgh are based on a debt schedule derived from borrowing and repayment of the maximum amount of \$20,623,584 approved by NYSEFC to Newburgh for the DAT WTP project which has not been closed out due to claims and counterclaims as between Newburgh and project contractors which, in part, entail Newburgh's withholding of construction contract retainage. In the event that the "capital project costs", as defined in this Agreement, are less than the \$20,623,584 NYSEFC debt funding ceiling, it is understood by the parties that NYSEFC shall be obligated to adjust the debt repayment schedule of Newburgh downward. In such case, Marlborough's percentage contribution to Newburgh's debt service shall be adjusted downward ratably on the same basis as Newburgh's, plus Marlborough's percentage contribution shall be adjusted downward further to reflect the exclusion for Marlborough from contribution of Newburgh's attorneys fees and other construction contract dispute resolution costs even if such costs are deemed eligible by NYSEFC for funding by financing of the NYSEFC. The method for adjustment for such excluded dispute resolution costs, if they are deemed eligible for NYSEFC financing and so financed, shall be to make the sum of those costs (when known) the numerator of a fraction whose denominator shall be the balance of years left until 2031 for Newburgh's repayment of the NYSEFC debt incurred for the DAT WTP, and to subtract the result of that fraction from each annual payment to

Marlborough to Newburgh. Marlborough capital contribution to Newburgh's NYSEFC debt service shall not exceed 13.33% of annual payments of Newburgh under the schedule annexed, as aforesaid, as Exhibit "A" to this Agreement.

2.9 Newburgh will administer the operation, maintenance, upkeep and repair of the DAT WTP. Marlborough shall not be required to contribute to those costs other than through Water Usage Charges calculated in accordance with Section 7.2 below, except for limited capital charges identified within paragraph "7.1.3".

2.10 In full settlement of any claims by Newburgh for arrears in water usage payments by Marlborough for the twenty (20) successive months commencing January 1, 2015 and ending August 31, 2016, Marlborough shall make payment to Newburgh of the sum of \$250,963.98, representing the difference between the adjusted and agreed water rate(s) applicable to that period of twenty (20) months and the actual payments made by Marlborough to Newburgh. Payment shall be made in five annual installments with the first installment commencing on April 1, 2017, and the subsequent installments payable on the following four (4) dates of anniversary of the initial payment. Commencing with the monthly billing period of September 2016, and thereafter, Marlborough shall pay Newburgh the water rate computed consistent with the method set forth in Paragraph 7.2.1, as illustrated by the examples included within Exhibit "D",

3. REPRESENTATIONS: The parties make the following representations to each other:

3.1 Newburgh's representations to Marlborough are:

3.1.1 Newburgh owns the DAT WTP site in fee simple absolute and no restrictions,

covenants or other encumbrances exist which prohibit or in any way limit its power and authority to improve the same with a water treatment facility of sufficient capacity to supply Newburgh and Marlborough with water pursuant to the provisions of this Agreement.

3.2 Newburgh is authorized to withdraw water from the Delaware Aqueduct of the NYCWSS, by § 24-360 (formerly § K51-42.0) of the Administrative Code of the City of New York and by a certain agreement between Newburgh and the City of New York dated as of June 20, 1991 and amended on June 21, 1993, as it may have

been or may be amended or superseded from time to time.

3.2.1 Newburgh has obtained and will maintain all required federal, state, and county approvals necessary to allow the construction of the DAT WTP to treat water withdrawn from the NYCWSS at the rate of 6.0 MGD.

3.2.2 Newburgh has obtained and it will maintain all required federal, state, and local regulatory permits to allow the DAT WTP to treat water at the minimum rate required to supply Newburgh with 5.0 MGD and to supply Marlborough with 800,000 GPD of Finished Water or 1.0 MGD of Finished Water if Marlborough timely exercised its option established in Paragraph "8" of this Agreement.

3.2.3 The DAT WTP has been, except as specifically noted, designed and constructed to be in compliance with:

3.2.3.1 The Safe Drinking Water Act, as amended through December 1, 2011;

3.2.3.2 Existing NYSDEC testing and registration requirements of underground storage tank regulations;

3.2.3.4 Existing NYSDEC regulations for the registration of chemical bulk storage tanks; and

3.2.3.5 Existing regulations for surface water discharges.

3.2.4 Neither Newburgh nor any board, agency, district, or improvement controlled by it will bring any litigation seeking to set aside, to prohibit, to restrain, or otherwise negatively affect any of the following actions which Marlborough is or may be required to take by this Agreement:

3.2.4.1 The proceedings to form any requisite water improvement, entity(ies) or permissive service areas,

3.2.4.2 Financing resolutions; or

3.2.4.3 SEQR findings and/or negative declarations.

3.3 Marlborough's representations to Newburgh are:

3.3.1 Marlborough is authorized to withdraw water from the Delaware Aqueduct of the NYCWSS, by § 24-360 (formerly § K51-42.0) of the Administrative Code of the City of New York and by a certain customs, practices and agreement between Marlborough and the City of New York as they may be amended or superseded from time to time. In 2000, Marlborough applied for and obtained the approval of the City of New York for the interconnection of the Marlborough water supply system to the NCWDS and to the NYCWSS. Marlborough will undertake its best efforts to diligently pursue and obtain any additional approvals of the City of New York which may be required for the interconnection of the Marlborough water

distribution system to the NCWDS and the NYCWSS. Marlborough's obtaining of such approvals, if any, shall be conditions to this Agreement.

3.3.2 – not used.

3.3.3 Marlborough will use its best efforts to form any required water improvement entity (ies), or consolidations or extensions of any existing water improvement entities which are necessary to accomplish the purposes contemplated by this Agreement. Marlborough will include in any and all necessary submittals to the New York State Department of Audit and Control reference to and, if necessary, a copy of this Agreement.

3.3.4 Marlborough will promptly submit all requisite applications to any state or federal regulatory, approving or funding agency(ies) whose permission, consent, approval, or funding is required to accomplish the purposes of this Agreement.

3.3.5 Neither Marlborough nor any board, agency, district or improvement controlled by it will bring any litigation seeking to set aside, to prohibit, to restrain, or otherwise negatively affecting any of the following actions which are required to be taken by this Agreement:

3.3.5.1 Financing resolutions: or

3.3.5.2 SEQR findings and/or negative declarations.

3.3.6 Marlborough shall not compete with Newburgh in selling water obtained under this Agreement to any customers other than properties within Marlborough.

3.4 The parties represent to each other that they will assist and cooperate with one another to obtain:

3.4.1 Any and all federal, state, or local consents, contracts, reviews, approvals, permits and authorizations which may be necessary to accomplish the purposes and intent of this Agreement:

3.4.2 Necessary consents, authorizations and approvals from the City of New York:
and

3.4.3 Compliance with SEQR.

3.5 If either party is called upon to, approve, consent or agree to any action of the other under the terms of this Agreement then such approval, consent or agreement will not be unreasonably withheld.

4. CONTINGENCIES: This Agreement will be contingent on the happening of the following events:

4.1 Receipt of all required regulatory approvals by Marlborough for the execution and performance of this Agreement, and the public financing by Marlborough, if necessary, of its contribution to the Capital Project Costs identified within Section 2.8 hereinabove, completion of capital reserve establishment and transfer to enable the capital payment set forth in paragraph "2.8(a)", and the obtaining of any approvals required of Marlborough by the City of New York and the NYCWSS under Section 3.3 of this Agreement.

4.2 Upon the failure to satisfy any of these contingencies, this Agreement shall not be deemed effective. Notwithstanding the foregoing, Marlborough's agreement to pay Newburgh for arrears in water usage payments prior to the Effective Date shall remain in effect.

5. TERM OF THE AGREEMENT: The term of this Agreement shall be for a FORTY (40) year period deemed to commence on the Effective Date and ending on the 40th anniversary of the

Effective Date. This Agreement shall automatically renew for successive terms of five (5) years each, unless either party shall notify the other of its election not to renew, with notice to be delivered in writing at least one (1) year in advance of the expiration date of the current term.

5.1 If the City of New York terminates, as opposed to suspends, the water supply agreement with Newburgh or Marlborough, this Agreement shall terminate.

5.2 If Marlborough ceases to use water from the DAT WTP for a period 60 days or longer, then Newburgh shall have the option to terminate this Agreement upon sixty (60) days notice to Marlborough.

6. MARLBOROUGH'S INTERCONNECTION FACILITIES:

6.1 Marlborough's existing interconnection with the NCWDS to convey water through valves, master meters and water mains to the Newburgh-Marlborough town boundary line shall continue to be maintained by Marlborough. Marlborough shall defend, indemnify and save Newburgh, its officers, employees and agents harmless from all claims, judgments, costs, awards, liabilities, damages, suits or expenses of any kind arising out of Marlborough's negligence from the placement, operation, repair and maintenance of Marlborough's existing interconnection on Newburgh's property and at the NCWDS. Marlborough agrees to obtain and maintain comprehensive general liability insurance naming Newburgh and its officers, employees and agents as additional insureds. The limits of liability for such policy shall be at least \$2,000,000 per occurrence and \$7,000,000 by way of a minimum of \$5,000,000 of excess umbrella coverage in the aggregate. Marlborough shall upon execution of this agreement and at least annually thereafter deliver to Newburgh policy endorsements and certificates of insurance evidencing such coverage which shall provide that the insurer will not cancel or change the insurance policy without first giving Newburgh thirty (30) days prior written notice. Newburgh shall defend,

indemnify and save Marlborough, its officers, employees and agents harmless from all claims, judgments, costs, awards, liabilities, damages, suits or expenses of any kind arising out of Newburgh's negligence from the operation, repair and maintenance of Newburgh's DAT WTP and DAT Facilities, the interconnection on Marlborough's property, and at the NCWDS. Newburgh agrees to obtain and maintain comprehensive general liability insurance naming Marlborough and its officers, employees and agents as additional insureds. The limits of liability for such policy shall be at least \$2,000,000 per occurrence and \$7,000,000 by way of a minimum of \$5,000,000 of excess umbrella coverage in the aggregate. Newburgh shall upon execution of this agreement and at least annually thereafter deliver to Marlborough policy endorsements and certificates of insurance evidencing such coverage which shall provide that the insurer will not cancel or change the insurance policy without first giving Marlborough thirty (30) days prior written notice.

6.2 The interconnection structure and the master meter facility shall be subject to the inspection of Newburgh and the City of New York to assure that it remains in compliance with the approved plans and designs.

6.2.1 Flow of water into Marlborough shall be regulated to maintain adequate tank levels for Newburgh.

6.3 Calibration, operation, maintenance and replacement of the master meter, pressure reducing valves and all other equipment appurtenant to the interconnection structure and master meter facility shall be at Marlborough's sole cost and expense.

6.3.1 Calibration shall take place at a minimum annually, or more frequently if there is reason to believe that there is a metering problem. The calibration shall be witnessed by a representative of Newburgh and comply with current industry standards and requirements of the City of New York.

6.4 The master meter shall be read (and recorded) locally on a daily basis by Newburgh. Those records shall be available for review by Marlborough.

7. PAYMENTS

7.1 Capital Project Cost Payments:

7.1.1. Marlborough agrees to pay capital contributions for the DAT WTP to Newburgh in accordance with Paragraph "2.8" supra, unless Marlborough timely exercises its option to increase capacity to 1.0 M GPD, as which time Marlborough contributions shall increase ratably as stated in Paragraph "8" of this Agreement.

7.1.2. Future Capital Project Costs to provide for the expansion of the facility's water treatment capacity beyond 6.0 MGD shall be paid for by Newburgh.

7.1.3. Marlborough shall ratably contribute to future capital cost incurred by Newburgh to correct or to upgrade the operations of the DAT WTP at its capacity of 6.0 MGD, but only where (a) such future capital costs are the direct consequence of changes of federal or state laws or regulations which render the DAT WTP in violation, or (b) such future capital costs are incurred after the 25th anniversary of the effective date of this Agreement. Future capital costs shall be apportioned to and shared by the parties on the basis of percentage of Reserved Capacity. Future capital costs shall be payable by Marlborough to Newburgh in annual installments by April 1 of each relevant year. The duration of the payment installments shall be equivalent to the years of useful life assigned to each specific item of future capital cost within Section 11.00 of this state's Local Finance Law. Marlborough shall not be obligated to incur indebtedness. Payment of interest on a straight line computation basis shall apply at the same rate of interest for capital borrowing for the item by Newburgh, if any. Installment payments shall be equal. Marlborough shall be entitled to pre-payment. If the duration of any installment payments extends beyond the expiration of this

Agreement's initial term, or beyond any extension of this Agreement's initial term, then Marlborough's obligation to make payments shall cease as of the contract expiration.

7.1.4. In the event that Marlborough validly exercises its option pursuant to Section 8 below to increase its reserved capacity of the DAT WTP, then the periodic payments set forth in Section 2.8 of this Agreement shall ratably increase consistent with the percentage of reserved capacity resulting from the increase. If Marlborough exercises its option following the annual billing of the periodic Capital Cost Payments, then an adjusted bill for the current year shall be forwarded to Marlborough and paid upon receipt.

7.2. Water Usage Charges, Adjustments and Payments:

7.2.1. Marlborough agrees to pay Newburgh a Water Usage Charge for all Metered Deliveries to Marlborough as measured by the designated master meter located in the Marlborough Interconnection Facilities. The Water Usage Charge shall be calculated as follows, as further illustrated in Exhibit "D" to this Agreement:

CY = current year

PY = prior year

$$\text{CY Water Usage Charge} = \frac{\text{PY Water Production Cost}}{\text{PY Total Annual Metered Deliveries}} \times 1.05 \times \text{CY Metered Deliveries to Marlborough}$$

Newburgh will not charge to Marlborough an administrative surcharge on the water rate in excess of five (5%) percent.

7.2.2. The Water Usage Charge shall be adjusted for Metered Deliveries to Marlborough from July through December of each year of the term to include any increase in the New York City Water Rate, and consequent increase in Newburgh's water production cost, for the taking of Raw Water from Shaft No. 5A of the NYCWSS.

7.2.3. Additionally, Marlborough shall annually be charged or credited for an adjustment for the difference between (a) the Water Usage Charge calculated using the PY Water Projection Costs and PY Total Annual Metered Deliveries and (b) a recalculation using the CY Water Production Cost and CY Total Annual Metered Deliveries of the billing year. The Adjustment shall be made following December 31 of each year and shall be billed during the month of June of each year. The bill shall be accompanied by a detailed calculation of the adjustment. Examples of the adjustment are set forth within the examples set forth in Exhibit "E" to this Agreement. In the event that, and to the extent that, the adjustment exceeds by 10% or more the preceding annual water usage charges, payment by Marlborough of the mid-year increase in excess of 10% shall be deferred to payment by the month of April in the subsequent calendar year to enable Marlborough to budget and adjust the water rate accordingly.

7.2.4. If Marlborough exceeds its allowance quantity for water from the NYCWSS calculated in accordance with the New York City Administrative Code and the excess usage results in a higher rate for water usage being charged to Newburgh by New York City, then any and all additional costs attributable to Marlborough shall be added to its water usage charges.

7.2.5. Marlborough shall be responsible for payment of 2x (double) the prevailing water usage rate for instances where the daily Metered Delivery to Marlborough exceeds its reserved capacity established under this Agreement. The higher rate shall be applied to the volume of water delivered in excess of Marlborough's reserved capacity.

7.3 Schedule of Payments.

7.3.1. Newburgh shall prepare separate bills for the Capital Project Cost and Future Capital Cost payments by Marlborough for the DAT WTP and DAT Facility and for Water Usage. Annual bills for Capital Project Cost and for Future Capital Cost payments will be mailed to Marlborough by first class United States Postal Service mail at the designated address on or about April of each year. Quarterly Bills for Water Usage will be mailed to Marlborough by first class United States Postal Service mail at the designated address in accordance with Newburgh's standard quarterly billing schedule as follows: on or about May 20 (First Quarter), on or about August 20 (Second Quarter), on or about November 20 (Third Quarter) and on or about February 25 (Fourth Quarter) of each year.

7.3.2. Each quarterly bill will include Water Usage Charges based on the recorded usage for a specific quarter.

7.3.3. Payment by Marlborough will be due within 30 days of date a bill is mailed by Newburgh.

8. OPTION TO ACQUIRE INCREASED CAPACITY

In the event that, and for long as, Newburgh possesses excess capacity to produce Finished Water supply at the existing 6M GPD capacity of the DAT WTP to Marlborough beyond the reserved capacity of Marlborough of 800,000 GPD established under this Agreement and provided that Marlborough is not in material default of any of the terms and conditions of this Agreement, Marlborough shall have the right to increase its reserved capacity from 800,000 GPD to 1 MGD in exchange for a reserved capacity charge of \$44,0000, or by such lesser amount as remains available in exchange for a ratably adjusted lesser reserve capacity charge, and the terms and conditions of this Agreement shall otherwise apply equally to any such increase in reserved capacity exercised by Marlborough, including but not limited to the ratable increase in the prospective annual capital

contribution established in Section 2.8 of this Agreement. Marlborough shall provide notice to Newburgh in accordance with Section 19 of its intent to exercise its option for increased reserved capacity. Newburgh shall have a period of 30 days following receipt of Marlborough's notice in which to notify Marlborough that there is excess capacity of 200,000 GPD, a lesser amount of available excess capacity or no available excess capacity. Upon the earlier of the receipt of Newburgh's notice or the expiration of the 30 day period and provided excess capacity exists, Marlborough shall forward a notice to Newburgh of its exercise of the option.

9. ADMINISTRATION.

A. Undertakings by Newburgh:

9.1. The DAT WTP shall be administered, operated and maintained by Newburgh.

9.2. Newburgh will diligently administer, operate and maintain the DAT WTP in compliance with local, state and federal laws, rules and regulations.

9.3. Subject to the force majeure provisions of Section 24 of this Agreement, Newburgh will comply with the requirements of 10 NYCRR Part 5-1 and § 24-360 of the Administrative Code of the City of New York as they may, from time to time be amended, supplemented or superseded, and to comply with approved plans, orders and monitoring requirements which may from time to time be binding on it so as to protect water quality and to protect against the imposition of any fines or penalties by regulatory authorities.

Newburgh will be obligated to timely take all steps reasonable and necessary to comply with all lawful plans, orders, monitoring requirements, regulatory directives or other requirements which may be binding upon it, whether imposed on it directly, or indirectly.

9.4. Newburgh will keep and maintain the DAT WTP in good operating condition and

provide all needed maintenance, expansion, replacement and upgrading.

9.5. Newburgh will promulgate necessary rules and regulations not inconsistent with this Agreement for the operation, maintenance and control of the DAT WTP and of the water distribution systems which are supplied with water from the DAT WTP.

9.6. Newburgh will supply Marlborough with complete copies of any water use projections Newburgh may prepare within thirty (30) days after they are completed;

9.7. Newburgh will supply any data supporting these projections which may be in its possession or under its control to Marlborough upon request

9.8. Newburgh will obtain any needed regulatory approval required for the initiation and completion of any future capital projects

9.8.1. Newburgh shall make all of its records in regard to these projects available for the review of Marlborough at any time during regular business hours at the offices of the Newburgh Town Engineer or at the Town Clerk's office.

9.9. Newburgh will cooperate, assist and consult with Marlborough in any application and/or approval process undertaken by Marlborough related to Marlborough's execution of this Agreement and payments to Newburgh pursuant hereto.

9.10. Newburgh shall undertake all necessary and required dispute resolution procedures, including but not necessarily limited to the prosecution and defense of all claims, arbitrations, administrative proceedings, enforcement proceedings, litigation and other dispute resolution procedures as may in its discretion be reasonably necessary or required on account of its responsibility to operate and maintain the DAT WTP. All expenses of dispute resolution procedures for disputes related to operation and maintenance of the DAT WTP (as distinct from resolution of disputes pertaining to capital

construction or improvements of the DAT WTP) undertaken by Newburgh shall be chargeable as a project expense to the Operating Budget as a cost of producing water.

9.10.1 Marlborough will be advised of the existence of any matter contemplated by this § 9.10, and Newburgh will provide status reports to Marlborough concerning such matters. Marlborough will be given copies of any and all agreements of compromise, settlement, accord and satisfaction or other disposition of any dispute by agreement, within seven business days of the dispositive agreements execution.

B. Undertakings by Marlborough.

9.11. Marlborough agrees that it will cooperate and assist Newburgh in any application and/or approval process undertaken by Newburgh.

9.13. Marlborough will operate and maintain its water distribution system and interconnection facilities in compliance with 10 NYCRR Part 5.1 and § 24-360 of the Administrative Code of the City of New York, as they may, from time to time, be amended, supplemented or superseded, so as to protect water quality and to protect against the imposition of any fines or penalties by regulatory authorities. Marlborough will be obligated to timely take all steps reasonable and necessary to comply with all lawful plans, orders, monitoring requirements, regulatory directives or other requirements which may be binding upon it, whether imposed on it directly, or indirectly because of the fact that its water supply source is the Newburgh water treatment facility.

9.14. Marlborough will enforce all such rules and regulations, within its water service area. This obligation shall include the duty to adopt such ordinances, local laws, rules and

regulations as may be necessary to give full force and effect to the water treatment facility rules and regulations within the areas of Marlborough which are benefitted by this project.

9.15. Marlborough will keep such records of water use, development and growth as may be reasonably required by Newburgh.

9.16. Marlborough agrees that it shall cooperate with Newburgh in all reasonable ways to supply Newburgh with the technical and planning data necessary for the efficient preparation of projections.

C. Undertakings by Newburgh and Marlborough:

9.17. Whenever, for conservation purposes, restrictions are imposed by the City of New York upon the consumption of water within the City, the same restriction, or restrictions of like effect which have been approved by the Commissioner shall be imposed and enforced by Newburgh and Marlborough upon the consumption of water within the area of each which is supplied with water under this agreement.

9.18. Newburgh may make claims for any federal or state aid payable to or on account of its operation, maintenance, upkeep and repair of DAT WTP, including any federal or state aid which may be available for future capital projects. Funds obtained shall be utilized for the purposes of this Agreement. The cost to apply for such aid shall be a Water Production Cost.

10. OPERATING BUDGET: For informational purposes, because billing for water usage is based on a rate to be derived exclusively from actual water production costs (See Exhibit "C"), Newburgh shall prepare and after consultation with Marlborough approve an annual Operating Budget which separately identifies the total Water Production Costs encountered to produce and deliver water to the parties' transmission and distribution systems. Items in the operating budget will not be

included for purposes of water production costs and billing rate charged by Newburgh to Marlborough unless included within Sections 1.17 and 7.2 and the method stated within Exhibit "D". Capital costs incurred by Newburgh shall not be included within the costs of production of water and the resulting water rate.

10.1. The Operating Budget will be prepared according to Newburgh's normal system of accounts and budget process.

10.2. The Operating Budget will provide for all items which are ordinarily included in a water treatment plant budget, and it will include provisions for Water Production Costs and related expenses, including:

10.2.1 Personnel:

10.2.2 Administrative expenses:

10.2.3 Equipment, power, chemicals and testing;

10.2.4 Not used.

10.2.5 Not used.

10.2.6 The additional Water Production Cost items listed in Section 1.16; and

10.3. The Operating Budget for the DAT WTP will be provided for in the Newburgh budget as a separately identified department, and each variable cost will be accounted for as a separate line item or as separate line items.

10.4. The Supervisor of Newburgh will submit the portion of the departmental proposed Operating Budget that relates to this Agreement to the Supervisor of Marlborough within fifteen (15) days after it is received. Written comments, if any, may be presented to the Supervisor of Newburgh who shall take such comments into consideration when preparing

the tentative annual town budget. The parties agree that all information and consultation shall be and remain confidential until the public release of the Newburgh tentative annual town budget, and that nothing herein shall require that Newburgh delay release of that budget beyond the time established for release of the tentative annual town budget.

11. CAPITAL BUDGET. When it determines it to be necessary, Newburgh shall prepare in consultation with Marlborough, a Capital Budget for future capital improvements. When Newburgh adopts the Capital Budget it will obligate the parties to raise the revenue necessary to cover the Capital Project Costs budgeted for which Marlborough elects to participate or is required to participate pursuant to Section 7.1.3.

11.1. Capital Project Costs for which Marlborough elects to participate or is required to participate pursuant to Section 7.1.3 shall be apportioned to and shared by the parties on the basis of percentage of Reserved Capacity.

11.2 Marlborough will use diligent efforts to obtain any authorizations or appropriations required by law to raise capital contributions required of it under Section 7.1.3.

12. RIGHT TO SELL WATER.

For the purposes of this Agreement, all water produced at the DAT WTP not delivered to Marlborough shall be Newburgh's. The parties agree that Newburgh shall have the right to sell water to third parties, so long as such sales do not adversely affect the reserved capacity of Marlborough.

13. ADMINISTRATION OF PROJECT FUNDS. Newburgh shall administer all project funds in

accordance with its normal system of accounts.

14. AUDITS OF PROJECT FUNDS: The annual Newburgh independent public audit performed to comply with federal and/or state requirements shall include the DAT WTP funds, revenues and expenses. The annual audit shall be performed by a competent Certified Public Accountant, who shall comply with Government Auditing Standards, auditing requirements imposed on recipients of federal funds by the United States of America and the auditing requirements imposed on local governments by the State of New York.

14.1. In the event its annual audit identifies any material findings pertaining to the DAT WTP and/or Marlborough billings and payments, or upon written request of Marlborough, Newburgh will supply a copy of the annual audit report to Marlborough within one week of its receipt.

14.2. Newburgh will supply Marlborough with a copy of its responses to the audit findings within one week after such responses are completed. If Newburgh determines that actions are necessary to clear any audit findings pertaining to the DAT WTP it will keep Marlborough advised of the status of its efforts to clear them.

14.3. Any expenses attributable to the annual audit shall be DAT WTP Water Production Costs.

14.4 Not used.

14.5. Marlborough shall have the right to audit DAT WTP project books and records, at its sole and exclusive expense at any time upon reasonable prior written notice to Newburgh.

14.5.1 If Marlborough undertakes an audit Newburgh agrees that it will cooperate in all reasonable ways, including but not necessarily limited to:

14.5.1.1 Making all pertinent books and records available to the auditor: and

14.5.1.2 Making space available for the auditor in the offices where such records are maintained during regular business hours.

15. RESERVED CAPACITIES, ADJUSTMENTS, ENCROACHMENTS AND SURCHARGES:

Upon the effective date, Marlborough shall have a Reserved Capacity in the DAT WTP of 800,000 GPD for the duration of this Agreement with the balance of the water treatment capacity of the DAT WTP to be reserved to Newburgh, unless Marlborough exercises its option for increased capacity pursuant to Section 8, in which case Marlborough's Reserved Capacity shall be increased as provided in that Section.

15.1. Except in the case of an adjustment pursuant to Section 15.2 or an expansion of the water treatment capacity of DAT WTP to greater than 6.0 MGD, the water treatment capacity of the DAT WTP shall be deemed to be 6.0 MGD for the purpose of computing Newburgh and Marlborough's comparative Reserved Capacities under this Agreement.

15.2. The parties' Reserved. Capacities may be adjusted in the future according to the following provisions:

15.2.1 If casualty or regulatory adjustments result in a reduction of the actual capacity or the approved design capacity of the DAT WTP, the adjusted Reserved Capacity shall be apportioned among the parties on the basis of the parties' Reserved Capacity immediately preceding the reduction.

15.2.2 In the case of any downward adjustment of the parties' Reserved Capacity pursuant to §15.2.1. the parties will proceed in good faith to take appropriate action necessary in order for water withdrawn from NYCWSS to be treated to potability at the DAT WTP at no less than the minimum

permitted rate necessary to supply water to the parties in the volumes set forth in § 2.2 hereof.

15.3. If one of the parties encroaches on the Reserved Capacity of the other, then the following provisions become applicable:

15.3.1 Any charges made for Raw Water in excess of the normal rate for water withdrawn from the NYCWSS shall be paid for by the party which exceeded its daily quantity of water calculated on a monthly average permitted to it by its agreement with the NYCWSS.

15.3.2 Not used.

15.3.3 An Encroachment that will restrict the water use of the non-encroaching party, or Newburgh's right to sell water to third parties shall give rise to an immediate duty on the part of the encroaching party to take one or more of the following actions:

15.3.3.1 Reduce its demand for water deliveries sufficiently to remain within its adjusted Reserved Capacity;

15.3.3.2 Not used.

15.3.3.3 Purchase another party's excess Reserved Capacity, with regard to which the other party shall negotiate in good faith.

15.3.4 These obligations shall be in addition to and not in replacement of Marlborough's payment obligations pursuant to Section 7.2.4 and 7.2.5 above.

16. CONDEMNATION: If property must be condemned to facilitate the implementation of this Agreement, or for an upgrade, expansion or betterment to the DAT WTP, costs of the eminent domain proceedings shall be an administrative expense.

17. ASSIGNABILITY: This Agreement may not be assigned by either party without the express

STATE OF NEW YORK, COUNTY OF ORANGE } ss.:

On the ____ day of _____, 2016, 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(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF ULSTER } ss.:

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for said state, personally appeared ALPHONSO LANZETTA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

12

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

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

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

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

www.joneshacker.com

PLEASE REPLY TO:
Troy

August 11, 2016

VIA E-MAIL - mtaylor@riderweiner.com

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

Re: Target #2076 v. Town of Newburgh
Index Nos. 2014-5402; 2015-5437; 2016-EF004601
Our File No. 5018.114

Dear Mr. Taylor:

Attached please find the proposed Consent Order and Judgment relative to the above-referenced proceedings. There are currently three (3) years pending on the Target store located at 50 Route 17K (Tax Map No. 97-2-7.21). The full market value of the retail store/shopping center ranges from about \$11,202,256 in 2014 to \$12,042,425 in 2016. After review of the property information and consideration of the cost of a trial and a trial-ready appraisal, Molly Carhart and I were able to reach a settlement which reduces the full market value to \$10,070,320 in 2014, \$9,440,926 in 2015 and \$9,063,289 in 2016. We feel that this is a good settlement.

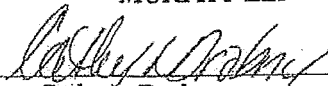
We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Once the Resolution passes, please let me know and I will sign and forward the Order to the petitioner's attorney for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

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

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

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

CLD:kah

Attachments

cc: Molly Carhart, Assessor
Gilbert Piaquadio, Supervisor

DROBNY, ESQ., of E. STEWART JONES HACKER & MURPHY, LLP, Counsel for the Town of Newburgh, and the parties having made their settlement, it is

ORDERED, that the assessments on the above-referenced property be and the same are hereby reduced, corrected and fixed for the assessment years as follows:

Assessment Year	Original Assessed Value	Reduction	Corrected Assessed Value
2014	\$4,335,273	\$ 438,059	\$3,897,214
2015	\$4,335,273	\$ 747,721	\$3,587,552
2016	\$4,335,273	\$1,072,489	\$3,262,784

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Newburgh Enlarged City School District, the amount of School taxes paid by the petitioner as taxes against the said erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid years had been determined by this Order, together with interest from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and are hereby directed and authorized to audit, allow and to pay to the petitioner the amount, if any, of State, County, Town, Judiciary, Sewer District and any special taxes paid by the petitioner as taxes against said erroneous assessments in excess of what the taxes would have been if the said assessments had been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, and it is further

ORDERED AND DIRECTED, that all tax refunds are to be paid with interest pursuant to §726 of the Real Property Tax Law of the State of New York; except that in the event the refund of taxes is paid within ninety (90) days from the date of service of a copy of this judgment with Notice of Entry, then interest is waived; together with the amounts of interest and penalties, if any, paid on the excess of any of the aforesaid taxes by reason of delinquent payment, and it is further

ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondent, the Town of Newburgh, and/or any of the various taxing authorities, be made by check or draft payable to the order of HERMAN KATZ CANGEMI & CLYNE, LLP, as attorneys for the petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law §475, and it is further

ORDERED, that in the event that the taxes are unpaid and have already been billed for the Town of Newburgh in accordance with the original assessed valuation, the officer or officers having custody of said assessment rolls are hereby directed to forward to petitioner,

care of HERMAN KATZ CANGEMI & CLYNE, P.C., attorneys for Petitioner, 538 Broadhollow Road, Suite 307, Melville, New York 11747, a new bill or bills, taxing said petitioners on the basis of the final total assessed valuation as herein provided, as well as recalculating any and all interest and penalties that might be due, and it is further

ORDERED AND DIRECTED, that the terms of R.P.T.L. §727 shall apply to this settlement in all respects for the 2017, 2018 and 2019 assessment years in the amount of \$3,262,784 and it is further

ORDERED AND DIRECTED, that the parties have agreed that the assessment has been found to be unlawful, unequal, excessive or misclassified, and shall therefore be reduced for the 2017 assessment year. Upon final entry of the Consent Order & Judgment reducing said assessment, petitioner acknowledges that they will not file an RPTL Article 7 petition to review the assessment on such property for the 2017 through 2019 assessment years; the period set forth in RPTL §727. In the event, as a result of administrative delay or other reason, the assessment is not set at \$3,262,784 for 2017 and a petition is filed, the Town may reduce the assessment to \$3,262,784 and upon the assessment being reduced and a refund for overpaid taxes, if any, being paid, the Petitioner shall discontinue the tax review proceedings for the 2017 assessment year with prejudice. No further approval of the Board of Trustees shall be needed for the Town to carry out this provision. This provision shall survive the entry of the Order. This paragraph shall survive judgment, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of each of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

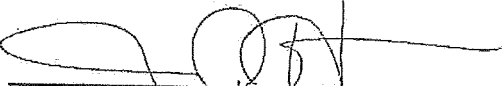
A.J.S.C.

**SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:**

E. STEWART JONES HACKER & MURPHY, LLP
Attorneys for Respondents

By: **CATHY L. DROBNY, ESQ.**
28 Second Street
Troy, New York 12180
(518) 274-5820

HERMAN KATZ CANGEMI & CLYNE, LLP
Attorneys for Petitioner



By: **JENNIFER D. HOWER, ESQ.**
538 Broadhollow Road, Suite 307
Melville, New York 11747
(631) 501-5011

Target #2076 v. T/O Newburgh

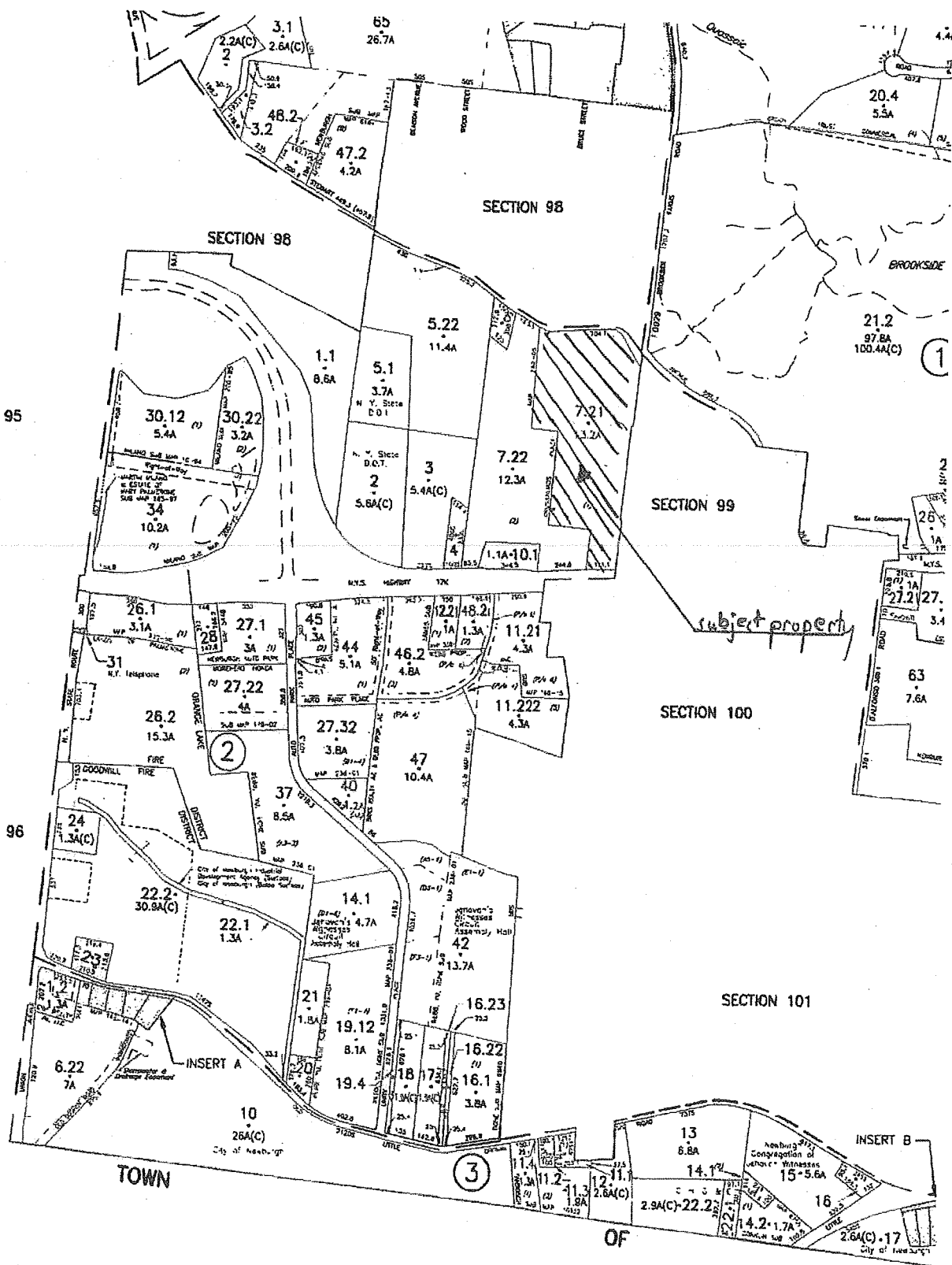
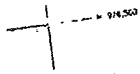
Year	Parcel Number	Assessed Value	Claimed Assessed Value	Taxable AV	Exemption Percent	Reduced Taxable AV	Eq. Rate	FMV	Claimed FMV	Difference AV & Claimed AV	Difference AV & Claimed Taxable AV	Tax Rate	Refund Liability
2014	97-2-7.21	\$ 4,335,273	\$ 433,527	\$ 3,987,546	91.97812%	\$ 388,754	38.70%	\$11,202,256	\$ 1,120,225	\$ 3,901,746	\$ 3,586,792	County Town	10.0772 \$ 36,164.97 13.0396 \$ 46,796.41
												Fire-GW Spec. Dist Library School	4.6303 \$ 18,066.25 4.4026 \$ 15,800.01 2.654649 \$ 10,244.74 70.3439 \$ 252,449.61
2015	97-2-7.21	\$ 4,335,273	\$ 433,527	\$ 4,161,409	95.98955%	\$ 416,141	38.00%	\$11,408,613	\$ 1,140,861	\$ 3,901,746	\$ 3,745,268	County Town	10.3172 \$ 38,640.68 13.4988 \$ 50,556.63
												Fire-GW Sp. Dist Library School	4.6303 \$ 18,066.25 4.4026 \$ 16,488.92 3.181501 \$ 11,915.58 73.273521 \$ 274,429.00
2016	97-2-7.21	\$ 4,335,273	\$ 433,527	\$ 4,335,273	100.00000%	\$ 433,527	36.00%	\$12,042,425	\$ 1,204,242	\$ 3,901,746	\$ 3,901,746	County Town	\$ - \$ -
												Fire-GW Spec. Dist Library School	\$ - \$ - 3.181501 \$ 12,413.41 73.273521 \$ 285,894.67
												County Town	\$ 74,805.65 \$ 97,353.04
												Fire-GW	\$ 34,555.17
												Sp. Dist	\$ 32,288.93
												Library	\$ 22,160.32
												School	\$ 526,878.61
											Newb CSD		

Fire District is taxed at the assessed value and not subject to an exemption
2015/2016 school and library tax rates were used to estimate the refund for the 2016/2017 school taxes

Target #2076 v. T/O Newburgh

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Taxable AV	Exemption Percent	Reduced Taxable AV	Eq. Rate	FMV	Reduced FMV	Difference AV & Reduced AV	Difference Taxable AV & Reduced Taxable AV	Tax Rate	Refund Liability
2014	97-2-7-21	\$ 4,335,273	\$ 3,897,214	\$ 3,937,546	91.97912%	\$ 3,584,623	38.70%	\$ 11,202,256	\$ 10,070,320	\$ 438,059	\$ 402,923	10.0772	\$ 4,060.33
												13.0396	\$ 5,253.95
												Fire-GW	\$ 2,028.34
												Spec. Dist	\$ 1,773.91
												Library	\$ 1,150.20
												School	\$ 28,343.16
2015	97-2-7-21	\$ 4,335,273	\$ 3,587,552	\$ 4,161,409	95.98955%	\$ 3,443,675	38.00%	\$ 11,408,613	\$ 9,440,926	\$ 747,721	\$ 717,734	10.3172	\$ 7,405.01
												County	\$ 9,688.55
												Town	\$ 3,462.17
												Fire-GW	\$ 3,159.90
												Sp. Dist	\$ 2,283.47
												Library	\$ 52,590.90
												School	\$ -
2016	97-2-7-21	\$ 4,335,273	\$ 3,262,784	\$ 4,335,273	100.00000%	\$ 3,262,784	36.00%	\$ 12,042,425	\$ 9,063,289	\$ 1,072,489	\$ 1,072,489	County	\$ -
												Town	\$ -
												Fire-GW	\$ -
												Spec. Dist	\$ -
												Library	\$ 3,412.12
												School	\$ 78,585.05
												County	\$ 11,465.34
												Town	\$ 14,942.50
												Fire-GW	\$ 5,188.24
												Sp. Dist	\$ 4,933.80
												Library	\$ 3,433.67
												School	\$ 80,934.06
												Newwb CSD	\$ -

Fire District is taxed at the assessed value and not subject to an exemption
 2015/2016 school and library tax rates were used to estimate the refund for the 2016/2017 school taxes



(1)	FILED PLAN BLOCK NO.	(2)	(3)
32	FILED PLAN LOT NO.	(3) or (P/S 2)	
1 or (CALCULATED) 11.6(C)	STATE HIGHWAYS	N Y STATE HWY NO 17	
2 or (CALCULATED) 7.5	COUNTY HIGHWAYS	COUNTY ROAD NO 4	
P/a 1-1-1	TOWN ROADS	TOWN ROAD 1	

ORANGE COUNTY-NEW YORK

Prepared by
 Orange County Tax Map Department
 124 Main Street, Goshen, N.Y. 10924
 Phone 845.291.2488 Fax 845.291.2489

NOTICE
 MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION
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 OF THE O.C. REAL PROPERTY TAX SERVICE AGENCY

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Commercial
Property Info
Owner/Sales
Inventory
Improvements
Tax Info
Report
Comparables

Municipality of Newburgh

SWIS:	334600	Tax ID:	97-2-7.21
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Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	50 Route 17K		
Property Class:	453 - Large retail	Site Property Class:	453 - Large retail
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	41126 -	School District:	Newburg
Legal Property Description:	Hudson West Realty Inc & Juster Assoc Map 45-98		
Total Acreage/Size:	13.20	Equalization Rate:	----
Land Assessment:	2016 - \$858,000	Total Assessment:	2016 - \$4,335,273
Full Market Value:	2016 - \$12,042,400		
Deed Book:	11836	Deed Page:	956
Grid East:	613052	Grid North:	973776
Bank Code:	N/A		

Special Districts for 2016

Description	Units	Percent	Type	Value
FD029-Goodwill fire	0	0%		0

Photographs

No Photo Available

Pictometry LiveLink

View this property's Pictometry imagery in LiveLink.

Documents

No documents found for this parcel

Maps

View Tax Map

View in Google Maps

View in Bing Maps

Map Disclaimer

LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0
WD002-Consol wtr 2	0	0%		0
Land Types				
Type		Size		
Primary		13.20 acres		



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Help Log In

Commercial
Property Info
Owner/Sales
Inventory
Improvements
Tax Info
Report
Comparables

Municipality of Newburgh				
SWIS:	334600	Tax ID:	97-2-7.21	
Ownership Information				
Name		Address		
Target Corporation		P.O. Box 9456 Minneapolis MN 55440-9456		
Sale Information				
Sale Date	Price	Property Class	Sale Type	Prior Owner
1/6/2005	\$2,670,000	453 - Large retail	Land & Building	Juster, Gary
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	11836	956

Photographs
No Photo Available

Pictometry LiveLink
View this property's Pictometry imagery in LiveLink.

Documents
No documents found for this parcel

Maps
View Tax Map
View in Google Maps
View in Bing Maps
Map Disclaimer

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 6th day of September, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #97-2- 7.21
TARGET #2076(TARGET CORPORATION)
(50 ROUTE 17K)
INDEX NUMBERS 2014-5402, 2015-5437
AND 2016-EF004601

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

WHEREAS, Target #2076 (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a parcel containing a retail store located at 50 Route 17K (Section 97-Block 2-Lot 7.21) on the tax assessment roll for the tax years 2014, 2015 and 2016; and

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

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

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

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

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

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

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

The resolution was thereupon declared duly adopted.