

**TOWN COUNCIL MEETING  
PUBLIC MEETING AGENDA**

Monday, November 7, 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. PUBLIC HEARING (7:00 p.m.): Town Budget for 2017
7. PUBLIC HEARING (7:15 p.m.): Special Districts
8. PUBLIC HEARING (7:30 p.m.): Consolidation of Sewer Districts
9. DEPARTMENT HEAD REPORTS
10. ACCOUNTING:
  - A. Budget Transfer: Budget Adjustments for General Ledger
  - B. Budget Transfer: Chesterfield Drainage District Cash Transfer
  - C. Budget Transfer: Roseton Hills for Crossroads
  - D. Investment Policy
11. ANIMAL CONTROL:
  - A. T-94 Withdrawal (Newburgh Vet)
  - B. T-94 Withdrawal (TARA)
12. ENGINEERING: Interfund Borrowing for Crossroads to Roseton
13. PERSONNEL:
  - A. Account Clerk from Grade 7 to Grade 8
  - B. Part Time Clerk (Code Compliance)
14. BUILDING AND GROUNDS: Approval of Storage Unit for Code Compliance
15. PURCHASE OF RESERVOIR PROTECTION PARCEL FROM ORANGE COUNTY:
  - A. SEQRA Determination
  - B. Public Interest Resolution
  - C. Authorization to Sign Orange County Deed Parcel Document
  - D. Effect Purchase for \$10,000
16. SANTA'S TOY BOX
17. ANNOUNCEMENTS
18. PUBLIC COMMENTS
19. ADJOURNMENT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_\_ day of November, 2016 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION APPROVING ANNUAL TOWN BUDGET FOR 2017

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

WHEREAS, the Town Board of the Town of Newburgh, duly held on November 7, 2016 commencing at 7:00 o'clock p.m., a public hearing on the preliminary budget approved by this Board and filed with the Town Clerk for the fiscal year commencing January 1, 2017, said budget also setting forth the Lighting District budgets, Drainage District budgets and Fire Protection District budgets for 2017; and

WHEREAS, the matter of the budget for this Town for the upcoming fiscal year having been fully discussed, modified and considered, it is

**NOW, THEREFORE,**

RESOLVED, that the preliminary budget, as revised and amended by the Town Board and hereinafter set forth, is hereby adopted as the annual budget of the Town of Newburgh for the fiscal year beginning January 1, 2017, and that the same shall be entered into the minutes of the Town Board, and be it further

RESOLVED, that the Town Clerk of this Town shall prepare and certify as provided by law, duplicate copies of said annual budget hereby adopted, and deliver such copies to the Supervisor of the Town who shall present such copies of the annual budget to the Legislature of the County of Orange as required by law.

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.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_ day of November, 2016 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF FINAL ADOPTION OF ASSESSMENT ROLL & BUDGET/CONSOLIDATED WATER DISTRICT

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

**WHEREAS**, the Town Board of the Town of Newburgh duly adopted a resolution finally approving a Benefit Formula to spread a portion of the cost of maintaining and operating the Consolidated Water District and the payment of the debt service due for the fiscal year beginning January 1, 2017 over the properties within the said district in proportion to the benefit derived, and

**WHEREAS**, the Annual Budget and Special Assessment Roll for the said district were duly prepared and filed with the Town Clerk as required by law, and

**WHEREAS**, a public hearing on the said Budget and Assessment Roll as required by law, was held by this Town Board and the Board having met at the appointed time and place as specified in the Notice of Hearing duly published by the Town Clerk and all persons interested and desiring to be heard thereon having been heard.

**RESOLVED**, that this Town Board of the Town of Newburgh does hereby adopt the budget as compiled and presented at the said hearing, together with the Assessment Roll accompanying the same as the Annual Budget and Assessment Roll for Consolidated Water District of the Town of Newburgh for the fiscal year beginning January 1, 2017 and that such Budget and the Assessment Roll accompanying the same be entered in full in the minutes of the proceedings of this Town Board, the Benefit Formula and sum per unit to be apportioned and assessed according to the said roll, as hereby adopted, being as follows:

**NOW, THEREFORE, BE IT RESOLVED** as follows:

- (a) USER UNITS WATER DISTRICT #1 - Each parcel within the Consolidated Water District of the Town of Newburgh and its duly constituted extensions, as listed on the latest completed Assessment Roll of said Town totaling \$914,449,984 shall be charged at a rate of \$1.56 per \$1,000 of total assessment, or fraction thereof, on the said latest roll yielding \$1,426,542
- (b) ACCESS UNITS WATER DISTRICT #2 - Each parcel within the Consolidated Water District of the Town of Newburgh and its duly constituted extensions, as listed on the latest completed Assessment Roll of the said Town totaling \$687,282,860 and fronting on a water main or lateral installed as part of and in connection with the Chadwick Lake Water System, the installation of which caused the said System to incur debt service, shall be charged at the rate of \$2.74 per \$1,000.00 of total assessment, or fraction thereof, on the said latest roll yielding \$1,883,155; and be it

**FURTHER RESOLVED**, that the Town Clerk of the Town of Newburgh prepare and certify in duplicate copies of the said Budget and Assessment Roll as so adopted and deliver one certified copy thereof to the Supervisor for him to present to the Legislature of Orange County.

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.

At a meeting of the Town Board of the Town of Newburgh held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York, on the \_\_\_th day of November, 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 SEQRA DESIGNATION AND DETERMINATION FOR THE TOWN BOARD TO ACT AS LEAD AGENCY IN A COORDINATED REVIEW AND TO ADOPT A NEGATIVE DECLARATION FOR THE CONSOLIDATION OF THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

AN UNLISTED ACTION UNDER SEQRA

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

WHEREAS, the Town Board of the Town of Newburgh after thorough consideration of the various benefits and issues associated with the consolidation of improvement districts and study of available information, is proposing to undertake the consolidation of the Crossroads Consolidated Sewer District, the Wintergreen Sewer District,, the Fleetwood-Holiday Park Sewer District, the 17K/UA Sewer District, the Meadow Hill North Sewer District, the Meadow Hill South Sewer District, the Gidney Sewer District and the Algonquin Sewer District (collectively the "SEWER DISTRICTS") which provide sanitary sewer facilities and service in order to

prevent contamination of water supplies and provide for the health, welfare and safety of the residents of the Town of Newburgh by collecting, transporting wastewater from the community's neighborhoods and business districts for treatment at the City of Newburgh's wastewater treatment plant (the "Action"), and

**WHEREAS**, the consolidation of the SEWER DISTRICTS entails no new facilities or improvements and is solely administrative in nature; and

**WHEREAS**, the Town Board of the Town of Newburgh, acting as the governing body of the SEWER DISTRICTS, has before it a DRAFT JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK in order to commence the consolidation proceedings, and

**WHEREAS**, the Town Board of the Town of Newburgh has caused a full Environmental Assessment Form Parts 1 and 2 (the "EAF") to be prepared for the proposed Action; and

**WHEREAS**, the Town Board has authority to undertake, fund and approve the Action; and wishes to assume Lead Agency status in connection with the review of the Action pursuant to the

**WHEREAS**, the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQRA"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, has heretofore determined that the Action is subject to SEQRA and is an Unlisted Action under SEQRA and Part 617; and

**WHEREAS**, the Town Board has heretofore identified the following agencies identified by the EAF, using all due diligence, as involved agencies for the Action:

None

and;

WHEREAS, the Town Board has heretofore identified the following agency as an interested agency for the Action:

None

and;

WHEREAS, the Town Board has determined that the Action is not located in an agricultural district; and

WHEREAS, , the Town Board pursuant to SEQRA, Part 617 and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, heretofore declared its intention to act Lead Agency for this Unlisted Action for the purpose of conducting a coordinated review and directed that a Lead Agency coordination letter be circulated among involved agencies together with copies of the EAF, and such other information as is appropriate, indicating the Town Board's intent to assume the role of Lead Agency for the Action under SEQRA and Part 617, and that copies of the EAF also be forwarded to interested agencies, if any, for review and comment ; and

WHEREAS, in performing its review of the Action, the Town Board has (i) considered the Action as an action as defined in subdivisions 617.2(b) and 617.3(g) of Part 617, (ii) thoroughly reviewed the EAF, and any and all other documents prepared and submitted with respect to this proposed action and its environmental review, and (iii) thoroughly analyzed the potential relevant areas of environmental concern to determine if the proposed action may have a significant adverse impact on the environment, including the criteria identified in 6 NYCRR Section 617.7(c); and

WHEREAS, the Town Board has completed the coordinated review in accordance with paragraph 617.6(b)(3) of Part 617; and

WHEREAS, the Town Board has not identified relevant areas of environmental concern which would lead to a determination that the Action may have a significant adverse effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope, magnitude and the number of people affected.

NOW THEREFORE, BE IT RESOLVED:

1. The Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQRA"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, hereby declares itself



Lead Agency for this Unlisted Action for the purpose of conducting a coordinated review.

2. The Town Board, acting in its capacity as Lead Agency, does hereby determine that the Action will not have an adverse environmental impact and, accordingly, does issue a negative declaration.
3. The Town Board accordingly determines that an Environmental Impact Statement will not be prepared.
4. The Town Board hereby authorizes the Supervisor to execute and file the relevant section of the Environmental Assessment Form and a Negative Declaration, with such further amendment and modification as may be required to elaborate the Lead Agency's determination herein, in accordance with the applicable provisions of law, and all other appropriate notices and documents to effectuate these resolutions in accordance with the applicable provisions of law.

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.

State Environmental Quality Review

**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Project Number N/A

Date: November , 2016

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town Board of the Town of Newburgh, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK.

**SEQR Status:** Type I   
Unlisted

**Conditioned Negative Declaration:**  Yes  
 No

**Description of Action:**

It is proposed as of January 1, 2017, to consolidate the CROSSROADS CONSOLIDATED SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT the 17K/UNION AVENUE SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT (the "Sewer Districts") within the Town of Newburgh, Orange County, pursuant to Article 17A, Title 2 of the General Municipal Law of the State of New York. The purpose of the consolidation is to combine the eight government entities which provide sewer service to areas of the Town of Newburgh by

absorption of the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UNION AVENUE SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT into the CROSSROADS CONSOLIDATED SEWER DISTRICT. Consolidation of the eight government entities will make capital charges and operation and maintenance charges for sewer service uniform throughout the CROSSROADS CONSOLIDATED SEWER DISTRICT. It is anticipated the eight government entities will function as one sewer district. The services will continue to be rendered by Town of Newburgh personnel.

**Location:** Town of Newburgh, New York.

**Reasons Supporting This Determination:**

The Town Board has considered the action and reviewed the environmental assessment form and other supporting information. The action is an unlisted action.

None of the criteria set forth in Section 617.7 of Part 617 and any other supporting information identify relevant areas of environmental concern which would lead to a determination that the action may have a significant effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope or magnitude and the number of people affected. No relevant areas of environmental concern are identified. The consolidation of the Crossroads Consolidated Sewer District and the seven other sewer districts are determined not to have a significant effect on the environment.

With respect to the criteria that are considered indicators of significant effects on the environment, the lead agency has considered the following:

Impact on Land

There are no adverse impacts on land associated with this action. Because the action involves the approval of an agreement providing for the consolidation of sewer districts and not direct construction or other physical activity, there are no direct or indirect impacts on land. The proposed action will not have a significant adverse environmental impact on any unique or unusual land forms. The project site does not have any unique or sensitive features which could result in potentially large impacts on the physical environment. The Town Board accordingly finds that there are no significant unmitigated impacts on land associated with this action.

Impact on Water

There are no adverse impacts on water associated with this action. Because the action involves the approval of an agreement providing for the consolidation of sewer districts and not direct construction or other physical activity, there are no direct or indirect impacts on water. The

action will not result in additional sewage being directed through the Town of Newburgh's and City of Newburgh's sewer system to the Hudson River, The Town Board therefore finds that there will be no significant unmitigated impacts on surface or groundwater quantity or quality.

#### Impact on Air

The action would not create any adverse air quality or resource impacts.

#### Impact on Plants and Animals

No significant impact on threatened or endangered species, non-threatened or non-endangered species or habitat, either riparian or on land, is anticipated as a result of the project.

#### Impact on Agricultural Land Resources

No significant harmful impacts are anticipated on agricultural land resources as a result of the action.

---

#### Impact on Aesthetic Resources: Visual Impacts

No impacts are anticipated on aesthetic or visual resources as a result of the action as all permanent improvements will be at or below grade.

#### Impact on Historic and Archeological Resources

The Town Board finds that no significant harmful impacts are anticipated in regard to historic or archeological resources as a result of the action.

#### Impact on Open Space and Recreation

No significant harmful impacts are anticipated in regard to open spaces and recreation as a result of the action.

#### Impact on Critical Environmental Areas

The Action will no impacts on a Critical Environmental Area.

#### Impacts on Traffic and Transportation

No significant harmful impacts are anticipated with regard to traffic or transportation as a result of the project.

#### Impact on Energy

No significant impact would be expected in the area of energy resources as a result of the action.

Impact on Noise and Odor

The action would not create any adverse traffic or transportation impacts.

Impact on Public Health

No significant harmful impacts would be expected in the area of public health and safety as a result of the action. .

Impact on Growth and Character of Community or Neighborhood

It is not anticipated that the proposed sewer district consolidation will lead to any significant growth or subsequent development. The proposed Action does not create any conflict with any existing plans or officially stated land use policies within either the Town of Newburgh or Orange County. The action would not adversely impact upon affordable or workforce housing.

Community Services (including Solid Waste)

No direct adverse impacts on community services, solid waste collection, and water/utility consumption would result with this action.

Any other long term, short term, cumulative, or other impacts not identified above

No additional long term, short term or cumulative or other impacts are anticipated.

The Town Board has also considered alternatives including the no action alternative. It has examined whether adverse environmental consequences would result from not acting, and has determined that the proposed action is reasonably expected to protect water resources of the Town, since the no action alternative would result in continued use of existing septic systems, several of which are failing.

In reliance upon the EAF and after a hard look at the potential impacts it indicates may be reasonably expected in comparison to the criteria set forth in the SEQR regulations, the Town Board determines there is no indication that the action may have a significant impact on the environment.

**WHEREAS**, the purposes of the Crossroads Consolidated Sewer District, the Wintergreen Sewer District, the Fleetwood-Holiday Park Sewer District, the 17K/UA Sewer District, the Meadow Hill North Sewer District, the Meadow Hill South Sewer District, the Gidney Sewer District and the Algonquin Sewer District (collectively the "SEWER DISTRICTS") are to provide sanitary sewer facilities and service in order to prevent contamination of water supplies and provide for the health, welfare and safety of the residents of the Town of Newburgh by collecting, transporting and treating wastewater from the community's neighborhoods and business districts, and

**WHEREAS**, New York State General Municipal Law Article 17-A, Section 751 provides that two or more local governmental entities may be consolidated into a single local governmental entity if together the consolidated local government entity forms a local government entity of a kind or class that is authorized under the laws of the State of New York, and

**WHEREAS**, the Town Board of the Town of Newburgh, as the governing body of the SEWER DISTRICT'S has the overall authority for managing the operation, maintenance and finances of each sanitary sewer district serving the Town, and

**WHEREAS**, New York State General Municipal Law Article 17-A, Section 751 requires the governing bodies of two or more local government entities, by joint resolution, to endorse a proposed Joint Consolidation Agreement for the purposes of commencing consolidation proceedings; and

**WHEREAS**, the Town Board of the Town of Newburgh, acting as the governing body of the SEWER DISTRICTS, endorsed the DRAFT JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK, and

**WHEREAS**, the Town Clerk has displayed copies of a Descriptive Summary and the Draft Consolidation Agreement in readily accessible places within each existing district; posted copies of both documents on the Town's Website; and published the Descriptive Summary in the official newspapers of the Town of Newburgh for four consecutive weeks; and

**WHEREAS**, the Town Board of the Town of Newburgh held a public hearing at the Town Hall at 1496 Route 300, Town of Newburgh, New York on the 7th day of November, 2016 at 7:30 o'clock, p.m., Prevailing Time in the matter of the JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK and heard all persons interested in the subject matter thereof concerning the same; and

**WHEREAS**, the Town Clerk caused notice of the public hearing to be published in The Mid-Hudson Times on October \_\_, 2016 and The Sentinel on October \_\_, 2016, the official newspapers of said Town, which was not less than ten (10) nor more than twenty (20) days before the day set for the hearing as aforesaid, and the Town Clerk shall also cause a copy of the notice

of public hearing to be displayed on the website of the Town of Newburgh and to be posted on the signboard of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law on October \_\_, 2016, which was not less than ten (10) nor more than twenty (20) days before the day set for the public hearing as aforesaid; and

**WHEREAS**, no amendment has been made to the DRAFT JOINT CONSOLIDATION AGREEMENT.

**NOW, THEREFORE BE IT RESOLVED** that the JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK is hereby approved; and

**BE IT FURTHER RESOLVED**, that the foregoing resolutions shall take effect immediately; and

**BE IT ORDERED**, that the Supervisor of the Town of Newburgh acting on behalf of the Crossroads Consolidated Sewer District and the West Stone Street Extension of the Crossroads Consolidated Sewer District execute the JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK ; and

**BE IT FURTHER ORDERED**, that Town officers and employees shall take the steps required under Article 17-A of the General Municipal Law and comply with the provisions thereof to effect such consolidation.

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

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

The resolution was thereupon declared duly adopted.

THIS AGREEMENT is made this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016 by and between the CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH (hereinafter "CROSSROADS SEWER DISTRICT"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH (hereinafter "WINTERGREEN SEWER DISTRICT"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH (hereinafter "FLEETWOOD-HOLIDAY PARK SEWER DISTRICT"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH (hereinafter "17K/UA SEWER DISTRICT"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK (hereinafter "MEADOW HILL NORTH SEWER DISTRICT"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK (hereinafter "MEADOW HILL SOUTH SEWER DISTRICT"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK (hereinafter "GIDNEY SEWER DISTRICT"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK (hereinafter "ALGONQUIN SEWER DISTRICT"), an improvement district of the Town of Newburgh with offices at 1496 Route 300, Newburgh, New York 12550 and the TOWN OF NEWBURGH (hereinafter the "TOWN OF NEWBURGH"), a municipal corporation of the State of New York with offices at 1496 Route 300, Newburgh, New York 12550 ( CROSSROADS SEWER DISTRICT, WINTERGREEN SEWER DISTRICT, FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, 17K/UA SEWER DISTRICT, MEADOW HILL NORTH SEWER DISTRICT, MEADOW HILL SOUTH SEWER DISTRICT, GIDNEY SEWER DISTRICT, ALGONQUIN SEWER DISTRICT and TOWN OF NEWBURGH are hereinafter also referred to singularly as a 'PARTY' and jointly as the "PARTIES")..

**WITNESSETH**

**WHEREAS**, New York General Municipal Law Article 17-A authorizes sewer districts to consolidate into combined districts if such combination "shall be conducive to the public health, welfare, and convenience and be of special benefit to the lands of the sewer districts"; and

**WHEREAS**, Article 17-A defines consolidation as meaning either (a) the combination of two or more local government entities resulting in the termination of the existence of each of the entities to be consolidated and the creation of a new entity which assumes jurisdiction over all of the terminated entities, or (b) the combination of two or more local government entities resulting in the termination of the existence of all but one of the entities which shall absorb the terminated entity or entities; and



**WHEREAS**, the Crossroads Sewer District was duly established by the Town Board of the TOWN OF NEWBURGH and constructed and has heretofore been extended from time to time; and

**WHEREAS**, the Crossroads Sewer District and the COLDEN PARK SEWER DISTRICT were subsequently duly consolidated pursuant to Town Law Sections 206 and 206-a as the "Crossroads Consolidated Sewer District"; and

**WHEREAS**, the CROSSROADS SEWER DISTRICT was subsequently extended and consolidated with the WEST STONE STREET EXTENSION of the CROSSROADS CONSOLIDATED SEWER DISTRICT in accordance with New York State Town Law Article 12-A and General Municipal Law Article 17A; and

**WHEREAS**, the WINTERGREEN SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

**WHEREAS**, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

**WHEREAS**, the 17K/UNION AVENUE ("17K/UA") SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

**WHEREAS**, the MEADOW HILL NORTH SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

**WHEREAS**, the MEADOW HILL SOUTH SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

**WHEREAS**, the GIDNEY SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

**WHEREAS**, the ALGONQUIN SEWER DISTRICT was duly established by the Town Board of the TOWN OF NEWBURGH in accordance with New York State Town Law; and

**WHEREAS**, the Newburgh Town Board is the governing body responsible for the administration of all the TOWN OF NEWBURGH's sewer districts, including the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT; and

**WHEREAS**, the Town Engineer has studied whether it would be to the mutual benefit and in the best interests of the customers of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT to consolidate said sewer districts into one sewer district by terminating the existence of the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT and absorbing them into the CROSSROADS SEWER DISTRICT and recommended such consolidation based upon findings that such a combination would create greater operating efficiencies, provide better service to the public each serves, and generate cost savings by avoiding duplication in administrative services; and

**WHEREAS**, New York General Municipal Law Article 17-A requires endorsement of a Consolidation Agreement to commence proceedings to consolidate Districts, and the purpose of this Agreement is to comply with this requirement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Town Board sets forth the following terms and conditions for the consolidation of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT:

1 Name of Each Government Entity to be Consolidated:

The names of the eight government entities to be consolidated are the "Crossroads Consolidated Sewer District", the "Wintergreen Sewer District", the "Fleetwood-Holiday Park Sewer District", the "17K/UA Sewer District", the "Meadow Hill North Sewer District", the "Meadow Hill South Sewer District", the "Gidney Sewer District" and the "Algonquin Sewer District."

2. Name of Proposed Consolidated District:

As the consolidation is the combination of eight local government entities resulting in the termination of the existence of all but one of the entities which shall absorb the terminated entities, the name of the proposed consolidated sewer district shall continue to be the "Crossroads Consolidated Sewer District" (hereinafter for purposes of this agreement referred to as the "Consolidated Crossroads Sewer District").

3. Rights, Duties and Obligations of Proposed Consolidated Crossroads Sewer District:

All of the rights, duties and obligations of each of the CROSSROADS SEWER DISTRICT, the

WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT under existing contracts or agreements, including but not limited to those relating to personnel matters, providing of sanitary sewer services, outside users, inter-municipal agreements, payment of outstanding obligations, and pending district extensions shall become the rights, duties and obligations of the Consolidated Crossroads Sewer District as of the effective date specified in paragraph (12) below.

#### 4. Territorial Boundaries of Proposed Consolidated Crossroads Sewer District:

The boundaries of the Consolidated Crossroads Sewer District shall be the combined jurisdictional boundaries of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUT SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT:

Exhibit A contains the following with respect to the CROSSROADS SEWER DISTRICT: Exhibit 1.A contains maps showing the jurisdictional boundaries of the Crossroads Sewer District and its extensions and consolidated areas; and Exhibit 2A sets forth the legal descriptions of the boundaries of the areas comprising CROSSROADS SEWER DISTRICT; The Town Board has additionally approved but not yet adopted a final order of establishment for the extension of the CROSSROADS SEWER DISTRICT to include the lands of Lane DeMuro and Marcia DeMuro, which are also entitled to receive service pursuant to an outside user agreement and are shown on the map and described in Exhibit 3A.

Exhibit B contains the following with respect to the WINTERGREEN SEWER DISTRICT: Exhibit B.1 contains a map showing the jurisdictional boundaries of the WINTERGREEN SEWER DISTRICT and Exhibit B.2 sets forth a legal description of the boundaries of the WINTERGREEN SEWER DISTRICT;

Exhibit C contains the following with respect to the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT: Exhibit C.1 contains a map showing the jurisdictional boundaries and a legal description of the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT and Exhibit C.2 sets forth a legal description of the boundaries of the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT;

Exhibit D contains the following with respect to the 17K/UA SEWER DISTRICT: Exhibit D.1 contains a map showing the jurisdictional boundaries of the 17K/UA SEWER DISTRICT and Exhibit D.2 sets forth a legal description of the boundaries of the 17K/UA SEWER DISTRICT;

Exhibit E contains the following with respect to the MEADOW HILL NORTH SEWER DISTRICT: Exhibit E.1 contains a map showing the jurisdictional boundaries of the MEADOW HILL NORTH SEWER DISTRICT and Exhibit E.2 sets forth a legal description of the boundaries of the MEADOW HILL NORTHSEWER;

Exhibit F contains the following with respect to the MEADOW HILL SOUTH SEWER DISTRICT: Exhibit F.1 contains a map showing the jurisdictional boundaries of the MEADOW HILL SOUTH SEWER DISTRICT and Exhibit F.2 sets forth a legal description of the boundaries of the MEADOW HILL SOUTH SEWER DISTRICT;

Exhibit G contains the following with respect to the GIDNEY SEWER DISTRICT: Exhibit G.1 contains a map showing the jurisdictional boundaries of the GIDNEY SEWER DISTRICT and Exhibit G.2 sets forth a legal description of the boundaries of the GIDNEY SEWER DISTRICT;

Exhibit H contains the following with respect to the ALGONQUIN SEWER DISTRICT: Exhibit H.1 contains a map showing the jurisdictional boundaries of the ALGONQUIN SEWER DISTRICT and Exhibit H.2 sets forth a legal description of the boundaries of the ALGONQUIN SEWER DISTRICT;

Exhibit I contains a list of the tax map numbers of the parcels in the CROSSROADS SEWER DISTRICT.

Exhibit J contains a list of the tax map numbers of the parcels included in the WINTERGREEN SEWER DISTRICT.

Exhibit K contains a list of the tax map numbers of the parcels in the FLEETWOOD-HOLIDAY SEWER DISTRICT.

Exhibit L contains a list of the tax map numbers of the parcels in the 17K/UA SEWER DISTRICT.

Exhibit M contains a list of the tax map numbers of the parcels in the MEADOW HILL NORTH SEWER DISTRICT.

Exhibit N contains a list of the tax map numbers of the parcels in the MEADOW HILL SOUTH SEWER DISTRICT.

Exhibit O contains a list of the tax map numbers of the parcels in the GIDNEY SEWER DISTRICT.

Exhibit P contains a list of the tax map numbers of the parcels in the ALGONQUIN SEWER DISTRICT.

Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, Exhibit J, Exhibit K, Exhibit L, Exhibit M, Exhibit N, Exhibit O and Exhibit P are incorporated herein and made a part hereof by this reference.

5. Type and/or Class of Proposed Consolidated Crossroads Sewer District:

The Consolidated Crossroads Sewer District shall be of the type or class that would be formed as a sewer district under the laws of the State of New York pursuant to Articles 12 and/or 12A of the Town Law of the State of New York. The Consolidated Crossroads Sewer District shall be governed by the laws of the State of New York and operated and administered by the Town Board of the Town of Newburgh in the same fashion as sewer districts created under Articles 12 and 12A of the Town Law.

6. Governmental Organization of Proposed District Insofar as it Concerns Elected and Appointed Officials and Public Employees, Along With Transitional Plan and Schedule for Elections and Appointments of Officials:

The consolidation will have no effect on elected or appointed officials or public employees and, therefore, no transitional plan or schedule for elections or appointments of officials is needed. Employees involved with the operation and management of each of the existing sewer district and sewer district extension are currently employees of the TOWN OF NEWBURGH and shall continue to be employees of the Town after consolidation. The Town Board of the TOWN OF NEWBURGH currently is the body responsible for both the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT and will continue to be responsible for the Consolidated Crossroads Sewer District. Members of the Town Board of the TOWN OF NEWBURGH are elected in accordance with the schedule of elections established for town supervisors and councilmen and councilwomen by the Town Law and Election Law of the State of New York. All appointed officials and public employees shall be appointed by the Town Board of the Town of Newburgh and shall be selected in accordance with the laws of the State of New York.

7. Fiscal Estimate of Cost of and Savings Which May Be Realized from Consolidation:

It is estimated that the costs of consolidation will not exceed \$25,000. The extent of the savings cannot be accurately estimated at this time. The consolidation of these eight government entities, however, will result in moneys being saved and long term costs lowered. A savings can be expected in preparing and maintaining one budget instead of eight. Administrative hours by the Town Accountant, Receiver, Assessor, Town Supervisor, their deputies and departmental personnel and Town Board will be reduced. The costs of maintenance and repair will be spread over a larger user base. All of these savings will result in lower costs to property owners in the Consolidated Crossroads Sewer District.

8. Each Government Entity's Assets, Including Real and Personal Property, and their Fair Value:

The tangible assets of the CROSSROADS SEWER DISTRICT are valued at \$12,789,836.77 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the Crossroads Sewer District has a fund balance currently estimated at

\$2,259,012.00 and capital reserve funds estimated at \$1,686,174.

The tangible assets of the WINTERGREEN SEWER DISTRICT are valued at \$310,954.97 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the WINTERGREEN SEWER DISTRICT has a fund balance currently estimated at \$4,249.00 and capital reserve funds estimated at \$0.

The tangible assets of the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT are valued at \$422,321.17 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT has a fund balance currently estimated at \$63,866.00 and capital reserve funds estimated at \$0.

The tangible assets of the 17K/UA SEWER DISTRICT are valued at \$411,077.14 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the 17K/UA SEWER DISTRICT has a fund balance currently estimated at \$301,600.00 and capital reserve funds estimated at \$0.

The tangible assets of the MEADOW HILL NORTH SEWER DISTRICT are valued at \$1,735,458.04 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the MEADOW HILL NORTH SEWER DISTRICT has a fund balance currently estimated at \$161,404.00 and capital reserve funds estimated at \$167,807.00.

The tangible assets of the MEADOW HILL SOUTH SEWER DISTRICT are valued at \$2,242,032.10 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the MEADOW HILL SOUTH SEWER DISTRICT has a fund balance currently estimated at \$259,264.00, capital reserve funds estimated at \$172,402.00 and a capital project account balance currently estimated at \$691,035.03.

The tangible assets of the GIDNEY SEWER DISTRICT are valued at \$2,547,798.99 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the GIDNEY SEWER DISTRICT has a fund balance currently estimated at negative (\$10,987.00) and capital reserve funds estimated at \$159,624.00.

The tangible assets of the ALGONQUIN SEWER DISTRICT are valued at \$526,945.39 per the Town of Newburgh's GASB34 reporting. This includes all pump stations, sewer mains and manholes. In addition, the ALGONQUIN SEWER DISTRICT has a fund balance currently estimated at \$116,868.00 and capital reserve funds estimated at \$0.

9. Each Government Entity's Liabilities and Indebtedness, Bonded and Otherwise, and their Fair Value:

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the CROSSROADS SEWER DISTRICT is the following:

\$245,575.75 .

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the WINTERGREEN SEWER DISTRICT is the following:

\$60,050.94.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT is the following:

\$0.00.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the 17K/UA SEWER DISTRICT is the following:

\$0.00.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the MEADOW HILL NORTH SEWER DISTRICT is the following:

\$0.00.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the MEADOW HILL SOUTH SEWER DISTRICT is the following:

\$715,000.00. (An additional \$410,000 is authorized but presently unissued for the increase and improvement of facilities)

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the GIDNEY SEWER DISTRICT is the following:

\$341.65.

The aggregate outstanding liabilities and indebtedness, bonded or otherwise, of the ALGONQUIN SEWER DISTRICT is the following:

\$0.00.

10. Terms for Disposition of Existing Assets, Liabilities and Indebtedness of each Government Entity, Either Jointly, Separately or in Certain Defined Proportions:

Upon consolidation, the funds of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT will be joined into one. Real and personal property currently owned by each of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT will become the property of the Consolidated Crossroads Sewer District. Any pre-consolidation debts duly incurred and agreements entered into by CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT shall continue to be honored by the Consolidated Crossroads Sewer District and satisfied according to their terms. Existing debt of the individual sewer districts shall remain the responsibility of the owners of property and users who were responsible for such debt prior to consolidation, and they shall be assessed on a benefit basis for the debt service. For purposes herein, the term existing debt shall include authorized but presently unissued debt for increases or improvements of the facilities of an individual district which the Town Board has determined it is in the public interest to acquire or construct. Existing approvals for the use of Capital Reserve Funds for increases and improvements of the facilities of an individual district shall remain in full force and effect. As provided in Section 11 below, future improvements of the Consolidated Crossroads Sewer District which are financed will be paid for by indebtedness of the consolidated district assessed and paid for on a benefit basis by all property owners and users of the Consolidated Crossroads Sewer District.

11. Terms For The Common Administration And Uniform Enforcement Of Local Laws, Ordinances, Resolutions, Orders And The Like, Within The Proposed Consolidated Crossroads Sewer District, Consistent With §769 Of The Act:

Local Laws, Ordinances, Resolutions and Orders affecting the Consolidated Crossroads Sewer District will continue to be administered and enforced by the Town of Newburgh as has been done for the CROSSROADS SEWER DISTRICT. Assessments for the cost of any future debt service of the Consolidated Crossroads Sewer District is expected in the same matter as has been billed for the CROSSROADS SEWER DISTRICT and shall be determined on a benefit basis according to the use of the property as established by the then-existing benefit formula of CROSSROADS SEWER DISTRICT.

Assessments for the costs of capital improvements of the Consolidated Crossroads Sewer District shall continue to be based on the consolidated district's benefit tax schedule. Charges for the costs of operation and maintenance shall continue to be based upon metered water usage.



12. Effective Date Of Proposed Consolidation:

The proposed consolidation shall take effect upon the later of: (1) adoption of approval of a final version of this Agreement by the Town Board after compliance with the requirements of GML Article 17-A; or (2) January 1, 2017.

13. Time(s) and Place(s) for Public Hearing(s) on Proposed Consolidation Agreement:

The Town Board shall meet at the Town of Newburgh Town Hall, , 1496 Route 300 in the Town of Newburgh, New York at 7:30 o'clock p.m. on November 7, 2016 to hear public comments on this proposed Consolidation Agreement.

14. Entire Agreement:

This Agreement contains the full and complete terms for consolidation of the CROSSROADS SEWER DISTRICT, the WINTERGREEN SEWER DISTRICT, the FLEETWOOD-HOLIDAY PARK SEWER DISTRICT, the 17K/UA SEWER DISTRICT, the MEADOW HILL NORTH SEWER DISTRICT, the MEADOW HILL SOUTH SEWER DISTRICT, the GIDNEY SEWER DISTRICT and the ALGONQUIN SEWER DISTRICT There are no other verbal or written agreements or understandings which shall modify or affect the terms of this Agreement in any manner whatsoever. Any modifications or waivers to or of this Agreement shall be in writing and signed by the Town Supervisor.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, to signify the Town Board's approval of all of the terms and conditions hereof, the Town Supervisor has signed this Agreement as of \_\_\_\_\_, 2016.

CROSSROADS CONSOLIDATED SEWER DISTRICT  
OF THE TOWN OF NEWBURGH

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

WINTERGREEN SEWER DISTRICT  
OF THE TOWN OF NEWBURGH

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

FLEETWOOD-HOLIDAY PARK SEWER DISTRICT  
OF THE TOWN OF NEWBURGH

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

17K/UNION AVENUE SEWER DISTRICT  
OF THE TOWN OF NEWBURGH

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

THE MEADOWHILL NORTH SEWER DISTRICT  
OF THE TOWN OF NEWBURGH, NEW YORK

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

THE MEADOWHILL SOUTH SEWER DISTRICT  
OF THE TOWN OF NEWBURGH, NEW YORK

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

CONTINUED ON NEXT PAGE

THE GIDNEY SEWER DISTRICT  
OF THE TOWN OF NEWBURGH, NEW YORK

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

THE ALGONQUIN SEWER DISTRICT  
OF THE TOWN OF NEWBURGH, NEW YORK

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

---

THE TOWN OF NEWBURGH

By: \_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

TOWN OF NEWBURGH  
JOINT SEWER DISTRICT CONSOLIDATION  
AGREEMENT

EXHIBIT A

CROSSROADS CONSOLIDATED SEWER DISTRICT

1. DISTRICT BOUNDARY MAPS:

- 1 A.1 CROSSROADS SEWER DISTRICT
- 1 A.2 CROSSROADS S.D. - EXT. NO. 1 - STEWART HEIGHTS SERVICE AREA
- 1 A.3 CROSSROADS S.D. - EXT. NO. 1 - SHERWOOD FOREST / DUPONT PARK SERVICE AREA
- 1 A.4 CROSSROADS S.D. - EXT. NO. 1 - ORANGE LAKE EAST SERVICE AREA
- 1 A.5 CROSSROADS S.D. - EXT. NO. 1 - NEWBURGH GARDENS & PINE BROOK ESTATES SERVICE AREA
- 1 A.6 CROSSROADS S.D. - JEHOVAH'S WITNESSES CIRCUIT ASSEMBLY HALL, INC. EXTENSION SERVICE AREA
- 1 A.7 GOLDEN PARK SEWER DISTRICT SERVICE AREA
- 1 A.8 CROSSROADS S.D. - WEST STONE STREET EXTENSION SERVICE AREA

2. DESCRIPTIONS OF SEWER DISTRICT BOUNDARIES:

- 2 A.1 CROSSROADS SEWER DISTRICT
- 2 A.2 CROSSROADS S.D. - EXT. NO. 1 - STEWART HEIGHTS SERVICE AREA
- 2 A.3 CROSSROADS S.D. - EXT. NO. 1 - SHERWOOD FOREST / DUPONT PARK SERVICE AREA
- 2 A.4 CROSSROADS S.D. - EXT. NO. 1 - ORANGE LAKE EAST SERVICE AREA
- 2 A.5 CROSSROADS S.D. - EXT. NO. 1 - NEWBURGH GARDENS & PINE BROOK ESTATES SERVICE AREA
- 2 A.6 CROSSROADS S.D. - JEHOVAH'S WITNESSES CIRCUIT ASSEMBLY HALL, INC. EXTENSION SERVICE AREA
- 2 A.7 GOLDEN PARK SEWER DISTRICT SERVICE AREA
- 2 A.8 CROSSROADS S.D. - WEST STONE STREET EXTENSION SERVICE AREA

November 3, 2016



Town Supervisor and Members of the Board,

### Payroll

Up through October 2016 we processed approximately 6,000 payroll checks and 4,500 direct deposits totaling approximately \$9.3 million in payroll to roughly 200 employees. Included in this figure are health insurance buy-backs and uniform allowances totaling roughly \$165,000. In addition to paying the employees we have over eight different types of levies to monitor and maintain in addition to 15 other deductions to account for and monitor.

There is also the payment of the various payroll taxes deducted and the filing of quarterly payroll taxes. Year-to-Date we paid over \$2.6 million in payroll taxes.

### Vendor Payments

During 2016 we processed more than 4,700 vouchers totaling \$27.1 million. This process does not just include the payment of the bills but requires them to be inputted and verified for accuracy, proper authorizations, proper budget amounts available, and verification that the bill was not paid before. We also closely monitor that sales tax was not paid and that the Town properly went out to bid when necessary.

It has been our policy to process these vouchers as soon as possible and to not let our local vendors wait too long to receive payment.

### Cash Receipts

We received over \$31 million in cash receipts during 2016. Real estate taxes collected by the Tax Collector and turned over to us amounted to \$23 million. Other items collected during 2016 were various items such as sales and mortgage taxes, federal and state aid/grants, and other departmental income handed over to us.

Another big part of the cash receipt area is the collection and maintaining of various deposits from the planning and zoning boards as well as other deposits that we hold onto in a trust capacity. We collected close to \$1 million in these types of deposits.

### **Bank Reconciliations**

On a monthly basis we prepare bank reconciliations of all cash accounts and tie the bank balances to the general ledger. As of October 31, 2016 the Town maintained a cash position of \$36.3 million in 12 bank accounts. This cash position is an increase of \$2.8 million over last year's balance of \$33.5 million, an increase of 9%.

Another important aspect of this is the monitoring of the Town's FDIC insurance and collateral amounts.

### **Budget Administration**

Our Department also is tasked with various stages of the budget preparation. This process starts in mid-June and ends in mid-November with the final budget being adopted by the Town Board.

This year's total **tax levy** is \$18.2 million, an increase of only \$455 thousand over last year's levy, or 3 percent. This budget comes in under the tax cap by roughly \$30,000. The tax increase is equivalent to roughly \$20.00 for the General and Highway taxes.

Our department is also responsible to do all budget adjustments throughout the year. During 2016 we processed over 65 budget adjustments that the various Departments gave to the Board for their consideration.

### **Audited Financial Statements**

During the months of January through mid-March we work to close the books and preparing the supporting back-up that the auditors need to conduct their annual audit. We continue to get an unqualified audit opinion on the financials which help support our Moody's Aa2 bond rating.

I look forward to 2017 and many more years of service to the Town.

Sincerely,

---

Ronald E. Clum, CPA



# TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

10A

**RONALD E. CLUM, CPA**  
ACCOUNTANT

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

**To: Gil Piaquadio, Town Supervisor and  
Members of the Town Board**

**From: Ronald E. Clum, Town Accountant**

**Date: October 27, 2016**

**Re: Budget Adjustments**

Upon review of the General Ledger I ask that the following budget transfers to be put on the next agenda and approved:

FROM		TO		AMOUNT
001.1990.0499	Contingency	001.1670.0499	Central Printing	2,200.00
050.8130.0499.5004	Other Exp.	050.9730.0700.5004	BAN Interest	1,677.60
030.1910.0499	Insurance	030.9710.0700	Serial Bond-Int.	464.00
030.1910.0499	Insurance	030.9710.0600	Serial Bond-Princ.	5,277.00

Thank you in advance for your approval.



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

10B

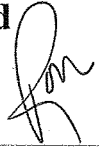
**RONALD E. CLUM, CPA**  
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: [rclumaccountant@townofnewburgh.org](mailto:rclumaccountant@townofnewburgh.org)

**To:** Gil Piaquadio, Town Supervisor and  
Members of the Town Board

**From:** ~~Ronald E. Clum, Town Accountant~~ 

**Date:** October 24, 2016

**Re:** Cash Transfer from Amber to Chesterfield drainage Districts

---

I am requesting an inter-district borrowing from the Amber Fields Drainage District to the Chesterfield Drainage District in the amount of \$2,000.

This transfer is needed due to unexpected expenditures that came about from the homeowners requesting a higher frequency in the upkeep. This borrowing will be paid back as soon as the tax revenue comes in for 2017 along with a nominal amount for interest for the 2 months.

Thank you in advance.





## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

10 d

**RONALD E. CLUM, CPA**  
ACCOUNTANT

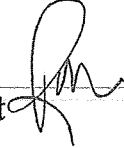
845-564-5220

Fax: 845-566-9461

E-Mail: [rclumaccountant@townofnewburgh.org](mailto:rclumaccountant@townofnewburgh.org)

**To: Gil Piaquadio, Town Supervisor and  
Members of the Town Board**

---

**From: Ronald E. Clum, Town Accountant** 

**Date: October 24, 2016**

**Re: Interest Charge to Roseton Hills for Crossroads Borrowing**

---

In regards to Jim Osborne's memo to the Board dated October 20, 2016 regarding the inter-district borrowing from the Crossroads S.D. to the Roseton Hills S.D, there should be an amount of interest charged to the Roseton Hills S.D. for this borrowing.

Based on the amount of interest we receive from the banks I am suggesting that the interest rate should be .11 percent on a per day basis.

When Roseton Hills does their first billing and the revenue comes in please authorize me to transfer the \$10,000 back to Crossroads plus the accrued interest stated above.

Thank you in advance.



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

107

RONALD E. CLUM, CPA  
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

**To:** Gil Piaquadio, Town Supervisor and  
Members of the Town Board

**From:** Ronald E. Clum, Town Accountant

**Date:** October 24, 2016

**Re:** Investment Policy

---

Please find attached the proposed new *Investment Policy* which now includes the addition in order to allow the Town to deposit surplus funds through the insured cash sweep program. This change is contained within Section VIII and is called a **Deposit Placement Program**.

This new wording is necessary if the Town ultimately decides to sign the Insured Cash Sweep program with Orange County Trust. This agreement ultimately allows Orange County Trust to deposit the Town's excess funds with multiple banks inside and outside of New York State in order to leverage against their FDIC amounts.

The bank has stated that they would increase our interest amount from .11% to .16%. I have calculated this amount and if we maintain the same level of funds within the bank it would amount to roughly \$7,000 per year.

# **TOWN OF NEWBURGH**

---



**INVESTMENT POLICY**  
**EFFECTIVE AT THE TOWN BOARD**  
**MEETING OF NOVEMBER 7, 2016**

# **TOWN OF NEWBURGH**

## **INVESTMENT POLICY**

### **I. SCOPE**

This investment policy applies to all moneys and other financial resources available for deposit and investment by the Town of Newburgh on its own behalf or on behalf of any other entity or individual.

### **II. OBJECTIVES**

The primary objectives of the local government's investment activities are, in priority order:

- To conform with all applicable federal, State and other legal requirements (legality);
- To adequately safeguard principal (safety);
- To provide sufficient liquidity to meet all operating requirements (liquidity) and
- To obtain a reasonable rate of return (yield).

### **III. DELEGATION OF AUTHORITY**

The chief fiscal officer shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedures shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

### **IV. PRUDENCE**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the Town of Newburgh to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.

## **V. DIVERSIFICATION**

It is the policy of the Town of Newburgh to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

The governing board shall establish approved financial institutions and shall evaluate this listing at least annually.

## **VI. INTERNAL CONTROLS**

It is the policy of the Town of Newburgh for all moneys collected by any officer or employee of the government to transfer those funds to the Chief Fiscal Officer within two days of receipt, or within the time period specified in law, whichever is shorter.

The Chief Fiscal Officer is responsible for establishing and maintaining internal control procedures to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization, properly recorded, and managed in compliance with applicable laws and regulations.

## **VII. DESIGNATION OF DEPOSITARIES**

The banks and trust companies that are authorized for the deposit of moneys, are:

- Orange County Trust
- M&T Bank
- Sterling Bank
- Citizens Bank
- Catskill Hudson Bank
- TD Bank

## **VIII. SECURING DEPOSITS AND INVESTMENTS**

All deposits and investments at a bank or trust company, including all demand deposits, certificates of deposit and special time deposits (hereinafter, collectively, "deposits") made by officers of Town of Newburgh that are in excess of the amount insured under the provisions of the Federal Deposit Insurance Act, including pursuant to a Deposit Placement Program in accordance with law, shall be secured by:

1. A pledge of "eligible securities" with an aggregate "market value" (as provided by the GML Section 10) that is at least equal to the aggregate amount of deposits by the officers. See Schedule A of this policy for a listing of "eligible securities."
2. An "eligible surety bond" payable to the government for an amount at least equal to 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations. The governing board shall approve the terms and conditions of the surety bond.

3. An "eligible letter of credit," payable to the Town of Newburgh as security for the payment of 140 percent of the aggregate amount of deposits and the agreed-upon interest, if any. An "eligible letter of credit" shall be an irrevocable letter of credit issued in favor of the Town of Newburgh, for a term not to exceed 90 days, by a qualified bank (other than the bank where the secured money is deposited). A qualified bank is either one whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization, or one that is in compliance with applicable federal minimum risk-based capital requirements.
4. An "irrevocable letter of credit" issued in favor of the Town of Newburgh by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, as security for the payment of 100 percent of the aggregate amount of deposits and the agreed-upon interest, if any.

#### **IX. COLLATERALIZATION AND SAFEKEEPING**

Eligible securities used for collateralizing deposits made by officers of The Town of Newburgh shall be held by (the depository *or* a third party) bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities (or the pro rata portion of a pool of eligible securities) are being pledged to secure such deposits together with agreed-upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon a default. It shall also provide the conditions under which the securities (or pro rata portion of a pool of eligible securities) held may be sold, presented for payment, substituted or released and the events of default which will enable the local government to exercise its rights against the pledged securities.

In the event that the pledged securities are not registered or inscribed in the name of the Town of Newburgh, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Town of Newburgh or the custodial bank or trust company. Whenever eligible securities delivered to the custodial bank or trust company are transferred by entries on the books of a federal reserve bank or other book-entry system operated by a federally regulated entity without physical delivery of the evidence of the obligations, then the records of the custodial bank or trust company shall be required to show, at all times, the interest of the local government in the securities (or the pro rata portion of a pool of eligible securities) as set forth in the security agreement.

The custodial agreement shall provide that pledged securities (or the pro rata portion of a pool of eligible securities) will be held by the custodial bank or trust company as agent of, and custodian for, the Town of Newburgh, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing

of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt, substitution or release of the collateral and it shall provide for the frequency of revaluation of collateral by the custodial bank or trust company and for the substitution of collateral when a change in the rating of a security causes ineligibility. The security and custodial agreements shall also include all other provisions necessary to provide the governing board with a perfected security interest in the eligible securities and to otherwise secure the local government's interest in the collateral, and may contain other provisions that the governing board deems necessary.

## **X. PERMITTED INVESTMENTS**

As provided by General Municipal Law Section 11, the Town of Newburgh authorizes the Chief Fiscal Officer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York;
- Through a Deposit Placement Program, certificates of deposit in one or more "banking institutions", as defined in Banking Law Section 9-r;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America, where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York;
- With the approval of the State Comptroller, obligations issued pursuant to Local Finance Law Section 24.00 or 25.00 (i.e., Tax Anticipation Notes and Revenue Anticipation Notes) by any municipality, school district or district corporation in the State of New York other than the Town of Newburgh; and
- Obligations of the Town of Newburgh, but only with moneys in a reserve fund established pursuant to General Municipal Law Section 6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the Town of Newburgh within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable in any event at the option of the Town of Newburgh within two years of the date of purchase. Time deposit accounts and certificates of deposit shall be payable within such times as the proceeds will be needed to meet expenditures for which the moneys were obtained, and shall be secured as provided in Sections VIII and IX herein.

Except as may otherwise be provided in a contract with bondholders or noteholders, any moneys of the Town of Newburgh authorized to be invested may be commingled for investment purposes, provided that any investment of commingled moneys shall be payable or redeemable at

the option of the Town of Newburgh within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained, or as otherwise specifically provided in General Municipal Law Section 11. The separate identity of the sources of these funds shall be maintained at all times and income received shall be credited on a pro rata basis to the fund or account from which the moneys were invested.

Any obligation that provides for the adjustment of its interest rate on set dates is deemed to be payable or redeemable on the date on which the principal amount can be recovered through demand by the holder.

#### **XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

All financial institutions and dealers with which the Town of Newburgh transacts business shall be creditworthy, and have an appropriate level of experience, capitalization, size and other factors that make the financial institution or the dealer capable and qualified to transact business with the Town of Newburgh. The Chief Fiscal Officer shall evaluate the financial position and maintain a listing of proposed depositaries, trading partners, and custodians. Recent Reports of Condition and Income (call reports) shall be obtained for proposed banks, and security dealers that are not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers.

#### **XII. PURCHASE OF INVESTMENTS**

The Chief Fiscal Officer is authorized to contract for the purchase of investments:

1. Directly, from an authorized trading partner
2. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the local government, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Town of Newburgh by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law Section 10(3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the Town of Newburgh, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the local government's perfected interest in the securities, and the agreement may also contain other provisions that the governing board deems necessary. The security and custodial



agreements shall also include all other provisions necessary to provide the Town of Newburgh with a perfected interest in the securities.

The Chief Fiscal Officer, where authorized, can direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for the deposit of any such evidences of investments with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in General Municipal Law Section 10(3)(a), and as described earlier in this section. When any such evidences of investments are so registered in the name of a nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

---

### **XIII. ANNUAL REVIEW AND AMENDMENTS**

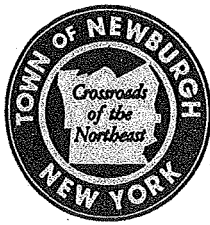
The Town of Newburgh shall review this investment policy annually, and it shall have the power to amend this policy at any time.

### **XIV. DEFINITIONS**

The terms "public funds," "public deposits," "bank," "trust company," "eligible securities," "eligible surety bond," and "eligible letter of credit" shall have the same meanings as set forth in General Municipal Law Section 10.

## APPENDIX A

- Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
  - Obligations partially insured or guaranteed by an agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
  - Obligations issued or fully insured or guaranteed by the State of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
-



11A

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 19, 2016

---

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

Totaling: \$50.00

Feline: \$50.00

Canine:

Thank you,  
Cheryl Cunningham

**TOWN OF NEWBURGH**

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

Order No.

DO NOT WRITE IN THIS BOX

**VOUCHER**

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS \_\_\_\_\_

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
10-19-16	1	Toyota Neuter C-2 (feline)	45 00	45 00
	1	Distemper Vaccine (feline)	5 00	5 00
(See Instructions on Reverse Side)			TOTAL	50 00

**CLAIMANT'S CERTIFICATION**

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

10-19-16      Caitlyn Shearer      Receptionist  
DATE                      SIGNATURE                      TITLE

(Space Below for Municipal Use)

**DEPARTMENT APPROVAL**

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

DATE

AUTHORIZED OFFICIAL

**APPROVAL FOR PAYMENT**

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

DATE

AUDITING BOARD

# INVOICE

## The Animal Rights Alliance, Inc. (TARA)

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

Low-Cost Spay/Neuter Clinic

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

**Printed:** 10-19-16 at 10:00a  
**Date:** 10-19-16  
**Account:** 9241  
**Invoice:** 31213

Date	For	Qty	Description	Net Price
10-19-16	Toyota C-2	1	Castration, Feline	45.00
10-19-16		1	Penicillin (Combi-Pen-48)	0.00
10-19-16		1	Ear Cleaning	0.00
10-19-16		1	Nail Trim	0.00
10-19-16		1	Rabies Vaccination, 1 Year	0.00
10-19-16		1	Feline FVRCP Vaccination	5.00

If this is your cat's first distemper (FVRCP) vaccine, a booster shot is required in 3-4 weeks.

Old balance	Charges	Payments	New balance
179.00	50.00	0.00	229.00

Remarks:



11B

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 25, 2016

---

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

Totaling: \$648.98

Feline: \$314.00

Canine: \$334.98

Thank you,  
Cheryl Cunningham

**TOWN OF NEWBURGH**

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

DO NOT WRITE IN THIS BOX

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

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
<i>11/26/16</i>	<i>636353</i>			<i>99.75</i>
<i>11/28/16</i>	<i>636550</i>		<i>52.25</i>	<i>63.50</i>
<i>11/30/16</i>	<i>636742</i>		<i>157.00</i>	<i>163.25</i>
				<i>314.00</i>
<b>TOTAL</b>				<i>326.50</i>

**CLAIMANT'S CERTIFICATION**

*Dora M Cast* certify that the above account in the amount of \$ *326.50* 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.

*10/25/16*  
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](http://www.newburghvet.com)

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

**Printed:** 09-26-16 at 12:28p

**Date:** 09-26-16

**Account:** 4417

**Invoice:** (open)

Date	For	Qty	Description	Price	Discount	Net Price
09-26-16	Del	1	CONSULT / EXAM - Sick	62.50	31.25	31.25
09-26-16		1	Shelter euthanasia and body care f			68.50

Total charges, this invoice... 99.75

\*\*Total discount included: 31.25

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.



3

# 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](http://www.newburghvet.com)

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

**Printed:** 09-30-16 at 3:49p  
**Date:** 09-30-16  
**Account:** 4417  
**Invoice:** 636742

Date	For	Qty Description	Price	Discount	Net Price
09-27-16	39-K16/40-K16	1 FeLV/FIV ELISA in hosp	109.50	54.75	54.75 **
09-27-16		1 Blood Draw Fee	17.50	8.75	8.75 **
09-30-16	9W cat	1 Shelter euthanasia and body care f			68.50
09-30-16		1 CONSULT / EXAM - Sick	62.50	31.25	31.25 **
09-30-16		0.20 TelazolInject Control Log / ml			0.00
09-30-16		1.50 Euthanasia - Somlethol Pent Contr			0.00

Total charges, this invoice... ~~163.25~~  
 \*\*Total discount included: 94.75  
 157.00

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.

# TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

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

TERMS Net 30 Days

Invoice # \_\_\_\_\_

*Canine*

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
9/27/16	636442			1650
9/27/16	636443			1650
10/12/16	637525			1.51
10/13/16	637669			1650
10/21/16	638093			11475
10/22/16	638235			11475
10/24/16	638343			16922
				334.98
<b>TOTAL</b>				<b>449.73</b>

### CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 449.73 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.

10/25/16  
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](http://www.newburghvet.com)

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

**Printed:** 09-27-16 at 12:33p  
**Date:** 09-27-16  
**Account:** 19984  
**Invoice:** 636442

Date	For	Qty	Description	Price	Discount	Net Price
09-20-16	Spike	1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **

Total charges, this invoice... 16.50

\*\*Total discount included: 16.50

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

Reminders for: **Spike**

Last done

09/17	CANINE RABIES / 3 YEAR
03/17	Neuter your pet at 5-6 months
03/17	Canine Kennel Cough Vacc -1 ye
03/17	FECAL EXAM
<b>03/15</b>	<b>CONSULT/EXAM - Annual Wellness</b>
<b>09/14</b>	<b>HEARTWORM TEST</b>
<b>06/14</b>	<b>CANINE DIST/A2/PI/PARVOLEPTO1Y</b>

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](http://www.newburghvet.com)

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

**Printed:** 09-27-16 at 12:32p  
**Date:** 09-27-16  
**Account:** 19984  
**Invoice:** 636443

Date	For	Qty	Description	Price	Discount	Net Price
09-20-16	Mia	1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **
Total charges, this invoice...						16.50
**Total discount included: 16.50						

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

Reminders for: <b>Mia</b>	Last done
09/17	CANINE RABIES / 3 YEAR
03/17	Spay your pet at 5-6 months
03/17	Canine Kennel Cough Vacc -1 ye
03/17	FECAL EXAM
09/15	CONSULT/EXAM - Annual Wellness
03/15	HEARTWORM TEST
12/14	CANINE DIST/A2/PI/PARVOLEPTO1Y

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](http://www.newburghvet.com)

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

**Printed:** 10-12-16 at 10:10a  
**Date:** 10-12-16  
**Account:** 19984  
**Invoice:** (open)

Date	For	Qty	Description	Price	Discount	Net Price
10-12-16	Spot	3	Vetprofen Tablets 100mg Individua	19.56	18.05	1.51 ** ✓

Total charges, this invoice... 1.51

\*\*Total discount included: 18.05

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

Reminders for: **Spot** (Weight: 47.0 lbs - 24m) Last done

04/17 Neuter your pet at 5-6 months  
04/17 FECAL EXAM  
04/17 Canine Kennel Cough Vacc -1 ye  
10/15 **CONSULT/EXAM - Annual Wellness**  
04/15 **HEARTWORM TEST**  
02/15 **CANINE RABIES / 1YEAR**  
01/15 **CANINE DIST/A2/PI/PARVOLEPTO1Y**

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](http://www.newburghvet.com)

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

**Printed:** 10-13-16 at 4:14p  
**Date:** 10-13-16  
**Account:** 19984  
**Invoice:** 637669

Date	For	Qty	Description	Price	Discount	Net Price
10-13-16	Baby Miller	1	CANINE RABIES / 3 YEAR	33.00	16.50	16.50 **
Total charges, this invoice...						16.50
**Total discount included: 16.50						

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

Reminders for: <b>Baby Miller</b>	Last done
10/19 CANINE RABIES / 3 YEAR	10-13-16
10/17 CONSULT/EXAM - Annual Wellness	
04/17 HEARTWORM TEST	
04/17 FECAL EXAM	
02/17 Spay your pet at 5-6 months	
12/16 Canine Kennel Cough Vacc -1 ye	
11/16 VANGUARD PUPPY 5 #1	

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](http://www.newburghvet.com)

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

**Printed:** 10-22-16 at 9:51a  
**Date:** 10-22-16  
**Account:** 19984  
**Invoice:** (open)

Date	For	Qty	Description	Price	Discount	Net Price
10-21-16	59-16 Benny	1	Consult/Exam Followup	40.00	20.00	20.00 **
10-21-16		1	Chemistry/ CBC/ Urinalysis SA021	189.50	94.75	94.75 **

Total charges, this invoice... 114.75  
\*\*Total discount included: 114.75

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

Reminders for: <b>59-16 Benny</b>	Last done
09/17 CONSULT/EXAM - Annual Wellness	09-13-16
03/17 HEARTWORM TEST	
03/17 FECAL EXAM	
01/17 CANINE RABIES / 1YEAR	
01/17 Neuter your pet at 5-6 months	
11/16 Canine Kennel Cough Vacc -1 ye	
10/16 VANGUARD PUPPY 5 #1	

*Rashel Bell*

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](http://www.newburghvet.com)

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

**Printed:** 10-22-16 at 9:51a  
**Date:** 10-22-16  
**Account:** 19984  
**Invoice:** (open)

Date	For	Qty Description	Price	Discount	Net Price
10-21-16	59-16 Benny	1 Consult/Exam Followup	40.00	20.00	20.00 **
10-21-16		1 Chemistry/ CBC/ Urinalysis SA021	189.50	94.75	94.75 **

Total charges, this invoice... 114.75

\*\*Total discount included: 114.75

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

Reminders for: <b>59-16 Benny</b>	Last done
09/17 CONSULT/EXAM - Annual Wellness	09-13-16
03/17 HEARTWORM TEST	
03/17 FECAL EXAM	
01/17 CANINE RABIES / 1YEAR	
01/17 Neuter your pet at 5-6 months	
11/16 Canine Kennel Cough Vacc -1 ye	
10/16 VANGUARD PUPPY 5 #1	

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](http://www.newburghvet.com)

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

**Printed:** 10-25-16 at 3:23p  
**Date:** 10-24-16  
**Account:** 19984  
**Invoice:** 638343

Date	For	Qty	Description	Price	Discount	Net Price	
10-23-16	31-16 Princess	1	CONSULT / EXAM - Sick	62.50	31.25	31.25	** ✓
10-23-16		1	X-RAY SURVEY RADS- First 4 vi	225.00	112.50	112.50	** ✓
10-23-16		1	OSHA Compliance Biohazards Fee	6.70	3.35	3.35	** ✓
10-23-16		2	Rimadyl Inject / ml Outpatient	40.15	20.07	20.08	** ✓
10-23-16		5	Vetprofen Flavored Tabs 75mg #2	20.30	18.26	2.04	** ✓

Total charges, this invoice...

169.22

\*\*Total discount included: 185.43

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.

GP

12

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: October 20, 2016  
RE: ROSETON HILLS SEWER DISTRICT

---

I am requesting an interfund borrowing from the Crossroads S.D. to the Roseton Hills S.D. to cover expenses while the Town prepares bills and subsequently collects payments from the residents in this new sewer district as follows:

FROM: CROSSROADS  
TO: ROSETON HILLS  
AMOUNT: \$10,000

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

JWO/id

cc: R. Clum, Accountant

13A

# MEMORANDUM OF AGREEMENT

Whereas, the Town of Newburgh and CSEA, Local 1000, AFSCME, AFL-CIO., Town of Newburgh Unit, Orange County 836 are parties to a Collective Bargaining Agreement for the term January 1, 2016 – December 31, 2018; and

WHEREAS, the Town and Union wish to modify the Agreement at "TOWN OF NEWBURGH CSEA STEP GRADES BY TITLE" as follows:

	<u>Title</u>	<u>Current Grade</u>	<u>New Grade</u>
1.	Account Clerk	7	8

The above change to the Agreement will become effective January 1, 2017.

AGREED TO this \_\_\_ day of October, 2016

TOWN OF NEWBURGH

CSEA LOCAL 836

By: \_\_\_\_\_

By: \_\_\_\_\_

Gilbert Piaquadio, Town Supervisor

William Healey, Union President



# TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

16D 13B

*Burda*

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene M Black, Personnel

*CM*

Date: November 4, 2016

Re: Part time Clerk Code Compliance

There is a request from Gerald Canfield, Code Compliance Supervisor, to hire Shanna McCarley as a part time clerk. Her salary will be \$12.00 per hour. Ms. McCarley will need to complete her paperwork, physical, drug/alcohol testing and fingerprints. Her hire date will be contingent on her completing all the above and your approval. The earliest date of hire would be on or about November 17, 2016. Thank you for your time in this matter.

Cc: Ronald Clum, Town Accountant

17  
TOWN OF NEWBURGH

*Crossroads of the Northeast*

OLD TOWN HALL  
308 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

CODE COMPLIANCE DEPT.  
TELEPHONE 845-564-7801  
FAX LINE 845-564-7802

APPROVED  
DATE OF TOWN BOARD ACTION: JUN 20 2016

VOTE OF TOWN BOARD: 4-0-0-1

*[Signature]*  
ANDREW J. ZARUTSKIE, TOWN CLERK

To: Supervisor Piaquadio  
Town Board Members  
Personnel

June 10, 2016

From: Gerald Canfield Code Compliance Supervisor *[Signature]*

Re: Part Time Clerk

I am requesting authorization to commence the hiring process to fulfill the vacant Part Time Clerk in my department. Funds for this position are available in the 2016 Fire Inspector budget 3410.0100.



Inner Space Systems  
 162 Prospect Hill, Suite 104  
 Brewster, NY 10509  
 Phone: (845) 279-7447  
 Fax: (845) 279-7755



Invoice # **54663-1**  
 Type Final  
 Job # 54663

**Bill To**

Town of Newburgh  
 Code Compliance Dept.  
 308 Gardnertown Rd.  
 Newburgh, NY 12550  
 FAX: (845) 564-7802

**Install To**

Town of Newburgh  
 Code Compliance Dept.  
 308 Gardnertown Rd.  
 Newburgh, NY 12550  
 FAX: (845) 564-7802

CUSTOMER PO	SALESPERSON	TERMS	INVOICE DATE	DUE DATE
	Andrew Rakowsky	Net 30	10/5/2016	11/4/2016

LINE	PART #	DESCRIPTION	QTY	B.O.	UNIT	PRICE EA	EXT PRICE
1	Product	Borroughs Mechanical Assist Mobil System with Shelving	1.00	0.00	Lot	\$6,261.00	\$6,261.00
2	Delivery and Installation	Delivery and Installation	1.00	0.00	Lot	\$1,975.00	\$1,975.00

Subtotal	\$8,236.00
Tax	\$0.00
Order Total	\$8,236.00

Amount Previously Invoiced	\$0.00
Payments	\$0.00
100.00 % Billing	\$8,236.00
Tax	\$0.00
Subtotal	\$8,236.00
Credits / Discounts	\$0.00
<b>Amount Due</b>	<b>\$8,236.00</b>



15 A, B, C

At a meeting of the Town Board of the Town of Newburgh held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York, on the \_\_\_ day of November, 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

A RESOLUTION OF SEQR  
 DESIGNATION AND DETERMINATION  
 FOR THE TOWN BOARD TO ACT AS  
 LEAD AGENCY IN A COORDINATED  
 REVIEW AND TO ADOPT A NEGATIVE  
 DECLARATION FOR THE PROPOSED  
 CHADWICK LAKE RESERVOIR  
 WATERSHED PROTECTION  
 ACQUISITION FOR THE  
 CONSOLIDATED WATER DISTRICT OF  
 THE TOWN OF NEWBURGH:  
 SECTION 17 BLOCK 1 LOT 106.2:  
 A TYPE I ACTION

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

**WHEREAS**, the Town Board of the Town of Newburgh proposes to undertake, fund and approve the fee purchase of real property from the County of Orange for and on behalf of the Consolidated Water District pursuant to Town Law §202-b in the Chadwick Lake Reservoir watershed, said property being located off of Fostertown Road in the Chadwick Lake Reservoir Critical Environmental Area is the Town of Newburgh, New York 12589 and listed on the Town of Newburgh tax map as SBL 17-1-106.2 (herein called the "Action"); and

WHEREAS, the Town Board of the Town of Newburgh has caused an Environmental Assessment Form (the "EAF") to be prepared for the proposed Action; and

WHEREAS, the Town Board proposes to and has authority to undertake, fund and approve the Action; and

WHEREAS, the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQRA"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, has heretofore determined that the Action is subject to SEQRA and is a Type I Action under SEQRA, Part 617 and/or Chapter 100; and

WHEREAS, the Town Board has heretofore identified the following agencies identified



by the EAF, using all due diligence, as involved agencies for the Action:

Orange County

; and

WHEREAS, the Town Board has heretofore identified the following agencies identified by the EAF, as interested agencies for the Action:

None

; and

WHEREAS, the Town Board has determined that the Action is not located in an agricultural district; and

WHEREAS, the Town Board caused a Lead Agency coordination letter to be circulated to the other involved agency together with copies of the EAF, and such other information as is appropriate, indicating the Town Board's intent to assume the role of Lead Agency for the Action under SEQRA and Part 617; and

WHEREAS, the identified involved agency has not responded within the thirty (30) calendar day time frame established under SEQRA; and

WHEREAS, in performing its review of the Action, the Town Board has (i) considered the Action as an action as defined in subdivisions 617.2(b) and 617.3(g) of Part 617, (ii) thoroughly reviewed the EAF, and any and all other documents prepared and submitted with respect to this proposed action and its environmental review, and (iii) thoroughly analyzed the potential relevant areas of environmental concern to determine if the proposed action may have a significant adverse impact on the environment, including the criteria identified in 6 NYCRR Section 617.7(c); and

WHEREAS, the Town Board has completed the coordinated review in accordance with paragraph 617.6(b)(3) of Part 617; and

WHEREAS, the Town Board has not identified relevant areas of environmental concern which would lead to a determination that the Action may have a significant adverse effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope, magnitude and the number of people affected.

NOW THEREFORE, BE IT RESOLVED:

1. The Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, hereby declares itself

Lead Agency for this Type I Action for the purpose of conducting a coordinated review.

2. The Town Board, acting in its capacity as Lead Agency, does hereby determine that the Action will not have an adverse environmental impact and, accordingly, does issue a negative declaration.
3. The Town Board accordingly determines that an Environmental Impact Statement will not be prepared.
4. The Town Board hereby authorizes the Supervisor to execute, file and cause to be published the Environmental Assessment Form Determination of Significance and a Negative Declaration with such further amendment and modification as may be required to elaborate the Lead Agency's determination herein, in accordance with the applicable provisions of law, and all other appropriate notices and documents to effectuate these resolutions in accordance with the applicable provisions of law.

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.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of November, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Manley, Councilman

Scott M. Manley, Councilman

PUBLIC INTEREST ORDER  
IN THE MATTER OF  
THE INCREASE AND IMPROVEMENT OF  
THE FACILITIES OF THE  
CONSOLIDATED WATER DISTRICT IN  
THE TOWN OF NEWBURGH, ORANGE  
COUNTY, NEW YORK BY THE  
ACQUISITION OF LANDS:  
SECTION 17 BLOCK 1 LOT 106.2

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

WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York, has duly caused to be prepared a map, plan and report, including an estimate of the cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Consolidated Water District within said Town; and

WHEREAS, the proposed increase and improvement of the facilities of the Consolidated Water District in the Town of Newburgh, Orange County, New York, consist of the acquisition of an approximately 19.90 acre parcel of vacant land off of Fostertown Road in the Chadwick Lake Reservoir Critical Environmental Area in the Town of Newburgh, and shown on the tax map for the Town of Newburgh as Section 17, Block 1, Lot 106.2, at an estimated maximum cost of \$12,000.00; and

WHEREAS, the aforesaid project has been determined to be a "Type 1" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not result in any significant environmental effects; and

WHEREAS, at a meeting of said Town Board duly called and held on the 6th day of September, 2016, an order was duly adopted by it and entered in the minutes reciting the filing of such map, plan and report including an estimated of cost, the improvement proposed and the maximum aggregate amount proposed to be expended for the improvement, to-wit: the sum of \$12,000.00 for the Consolidated Water District, and specifying that said Board would meet to consider the map, plan and report, including an estimate of cost and the increase and improvement of

the facilities of the Consolidated Water District and to hear all persons interested in the subject thereof concerning the same at 1496 Route 300 in Newburgh, New York, in said Town on the 3rd day of October, 2016 at 7:00 o'clock, p.m., Prevailing Time; and

WHEREAS, the Notice of Public Hearing duly authorized by said order and duly certified by the Town Clerk was duly published and posted as required by law, to-wit: a duly certified copy thereof was published in The Mid Hudson Times, which is hereby designated as an official newspaper of this Town for such purpose on September \_\_, 2016 and in The Sentinel, which is also hereby designated as an official newspaper of this Town for such purpose on September \_\_, 2016, and a copy of such Notice of Public Hearing was posted on September \_\_, 2016, on the signboard maintained by the Town Clerk of the Town of Newburgh pursuant to Section 30, subdivision 6 of the Town Law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard.

NOW, THEREFORE, BE IT ORDERED, by the Town Board of the Town of Newburgh, Orange County, New York as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to increase and improve the facilities of the Consolidated Water District, in the manner described in the preambles hereof, at a maximum estimated cost of \$12,000.00.

Section 2. The Town Board hereby authorizes and empowers the Supervisor and officers of the Town 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, agreements, documents, checks and papers and to take such actions as may be necessary to effectuate and carry out the aforesaid acquisition increasing and improving the facilities of the Consolidated Water District

Section 3. This Order shall be entered in the minutes of the meeting and shall take effect immediately.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>	<u>AYE</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>	<u>AYE</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>	<u>AYE</u>

Scott M. Manley, Councilman voting ABSENT

Gilbert J. Piaquadio, Supervisor voting AYE

The resolution was thereupon declared duly adopted.

---

Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board of the Town of Newburgh held on November \_\_ 2016 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Andrew J. Zarutskie, Town Clerk  
Town of Newburgh

State Environmental Quality Review

**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Project Number N/A

Date May 5, 2016

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town Board of the Town of Newburgh, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Town of Newburgh Proposed Chadwick Lake Reservoir Watershed Protection - Real Property Acquisition: Section 2 Block 2 Lot 28 in the Town of Newburgh, Orange County, New York

**SEQR Status:** Type I  [X]  
Unlisted

**Conditioned Negative Declaration:**  Yes  
 No

**Description of Action:**

The Proposed Action involves the fee purchase by the Town of Newburgh of real property in the Consolidated Water District Chadwick Lake Reservoir watershed, said property being located west of Fostertown Road in the Town of Newburgh, New York 12589. The property is listed on the Town of Newburgh tax map as SBL 17-2-106.2. The property is within the Chadwick Lake Reservoir watershed. The property is presently an open, undeveloped area. The parcel is approximately 19.90 acres in size. It is zoned Reservoir Residential.

The property is being acquired by the Town for and on behalf of its Consolidated Water District. Drainage from the property flows to tributaries to the District's Chadwick Lake Reservoir. The property will be protected as watershed property as are other properties protecting the Reservoir. The Town will acquire fee title and hold the land, or a significant portion of it, as an undeveloped state to protect the Chadwick Lake Reservoir and the Town's drinking water supply.

**Location:** (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

**Reasons Supporting This Determination:**

(See 617.7(a)-(c) for requirements of this determination; See 617.6(d) for Conditioned Negative Declaration)

The Town Board has considered the action and reviewed the environmental assessment form and other supporting information. The action is a Type I action as it is within the boundaries of the Chadwick Lake Critical Environmental Area. The watershed of the Chadwick Lake Reservoir has been subject of a previous study identifying critical lands for water supply protection. The Primary Protection Area includes "the surface waters of Chadwick Reservoir and its tributary streams, a 500 foot buffer to Chadwick Reservoir, and environmentally sensitive lands adjacent to the tributary streams. The parcel in question was identified in the Town's study as important to protection of water quality as it is part of the "Primary Protection Area" for the watershed. The Town Board has considered the potential impacts of the Action on the environmental characteristics of the reservoir.

None of the criteria set forth in Section 617.7 of Part 617 and any other supporting information identify relevant areas of environmental concern which would lead to a determination that the action may have a significant effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope or magnitude and the number of people affected. No relevant areas of environmental concern are identified.

With respect to the criteria that are considered indicators of significant effects on the environment, the lead agency has considered the following:

- 1) Existing air quality, surface or groundwater quality or quantity, traffic or noise levels, solid waste production or disposal, potential for erosion, leaching, drainage or flooding problems.

It is not at all likely that the proposed action will have any significant effect in these subject areas, because the action is limited to the purchase of real property for the purposes of protecting the Chadwick Lake Reservoir. The property will be utilized for the municipal purposes of protecting one of the Town's water supplies and not further developed. Chadwick Lake Reservoir, its watercourse tributaries and watershed are subject to public water supply rules and regulations adopted and codified in accordance with the Public Health Law. Under Department of Health requirements, the Consolidated Water District is required to file an annual report outlining the conditions of the Reservoir's watershed area based on a physical inspection. This report is the responsibility of the Town's Water Supply Superintendent. This property will fall under the same requirements for inspection as the Town's current watershed property and will be inspected on at least an annual basis, in addition to being patrolled on a regular basis.

Presently, no recreational activities are planned for the site. In the future the open

space on the site may only be used for passive recreational activities. The action is intended to protect the Chadwick Lake Reservoir.

The elimination of the potential residential development of the site on the Reservoir's primary tributary is expected to have a positive environmental effect by eliminating risks of contamination.

Accordingly, no impacts are anticipated on air quality, groundwater quality or ground or surface water quantity, traffic levels, solid waste production or disposal or leaching problems.

The Town Board therefore concludes that it is unlikely that the Action will have any adverse effects associated with the above criteria.

- 2) Aesthetic, agricultural, historic, or other natural or cultural resources, or community or neighborhood character.

The impacts in certain of the above-mentioned subject areas will likely be slightly positive. With regard to visual and cultural resources and community character, the Action may be expected to create a slight impact on the Town's visual environment and community character by adding open space resources. Because any impacts in the above-mentioned subject areas associated with the Action are minimal, no mitigation measures are needed. No agricultural or identified historic or archeological assets have been identified as being impacted by the Action.

The Town Board concludes that the action is therefore not likely to impair the character or quality of any of those factors.

- 3) Vegetation or fauna, resident or migratory fish, shellfish or wildlife species, significant habitats, or threatened or endangered species or habitat; or natural resources.

No disturbance of is anticipated from the action. The purchase of the property in order to prevent its future development and for protection of the reservoir is not expected to have any significant impacts, either direct or indirect, on these subject areas, therefore, no mitigation measures are required. Otherwise, no effects in these areas are anticipated from the purchase of the property in order to protect the reservoir and preserve the property from further development.

No adverse effects have been identified by the Town Board.

- 4) Impairment of the environmental characteristics of a Critical Environmental Area.

The Action is anticipated to have positive or de minimus effects on the environmental characteristics of the Chadwick Lake Reservoir and its Critical Environmental Area. The permanent protection of the property from further



development through its purchase will fulfill the purposes of the CEA and the strategy identifying the "Primary Protection Area" for the watershed to protect the Chadwick Lake reservoir.

The environmental characteristics of the Critical Environmental Area will not be impaired.

- 5) Existing community plans or goals, a change in the use or intensity of land including agricultural, open space and recreational resources, or other natural resources or hazard to human health.

The proposed Action does not create any conflict with any existing plans or officially stated land use policies within either the Town of Newburgh or Orange County, and in fact adheres to the Town's comprehensive plan. With regard to potential changes in use or intensity of use of land or other natural resources, the proposed action is expected to have a positive direct impact, by increasing open space and the potential for passive recreational resources. No hazard to human health is likely to be created.

No significant effects are accordingly anticipated by the Town Board.

- 6) Growth, subsequent development, or other related activities, including the attraction of a large number of people compared to the number who would otherwise come, likely to be induced by the proposed action.

The action is not anticipated to lead to growth or subsequent development. The proposed Action will prevent further development of the property for currently zoned residential purposes and will accordingly have a positive effect by protecting an important municipal drinking water supply and critical environmental area. The Action is otherwise not considered likely to have any impact whatsoever, whether direct or indirect, neither positive or negative, in these subject areas.

No effects are therefore anticipated by the Town Board.

- 7) Any other long term, short term, cumulative, or other effects not identified above.

No additional long term, short term or cumulative or other effects are anticipated.

- 8) Other impacts (including changes in use of either quantity or type of energy, the creation of a material demand for other actions, changes in two or more elements of the environment together, cumulative effects of two or more related actions)

No other potential impacts have been identified as being likely, including affects on energy consumption. The impacts of the purchase of the property and its use for watershed protection have been considered cumulatively.

The Town Board has also considered alternatives including the no action alternative and alternative regulations. It has examined whether adverse environmental consequences would result from not acting, and has determined that the proposed action is reasonably expected to provide environmental protection to a critical water resource of the Town and to add to available recreational resources in the Town.

In reliance upon the EAF and after a hard look at the potential impacts it indicates may be reasonably expected in comparison to the criteria set forth in the SEQR regulations, the Town Board determines there is no indication that the action may have a significant impact on the environment.

**If Conditioned Negative Declaration**, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of publication in the ENB)

N/A.

---

**For Further Information:**

Contact Person: Gilbert J. Piaquadio, Supervisor

Address: Town of Newburgh Town Hall  
1496 Route 300  
Newburgh, New York 12550

Telephone Number: (845) - 564-4552

**For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice Sent to:**

Chief Executive Officer: Town of Newburgh

Other involved agencies (if any):

County of Orange

Applicant (if any): None

Environmental Notice Bulletin, Room 538, 50 Wolf Road, Albany, New York 12233-1750 (Type One Actions Only)

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 nd day of November, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paule I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING EXECUTION AND  
DELIVERY OF DOCUMENTS  
FOR DEED SALE PURCHASE  
FROM ORANGE COUNTY

SECTION 17 BLOCK 1 LOT 106.2.

Councilman/woman \_\_\_\_\_ presented the following resolution which was

seconded by Councilman/woman \_\_\_\_\_.

WHEREAS, the County of Orange has offered to sell to the Town of Newburgh an approximately 19.90 acre parcel, identified as SECTION 17 BLOCK 1 LOT 106.2 which the County acquired through its foreclosure process for non-payment of real property taxes; and

WHEREAS, the Town Board of Town of Newburgh has determined it is the public interest to acquire said parcel for and on behalf of the Consolidated Water district for the protection of Chadwick Lake Reservoir, the property being located in the Reservoir's watershed, and

WHEREAS, it is required by the County of Orange that purchaser's execute documents agreeing to the terms and conditions of sale of its deed parcels in order to effectuate the transaction; and

WHEREAS, the Town Board desires to authorize the form and manner of execution of the documents.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the document required by Orange County to as to its form and manner of execution and authorizes the Supervisor to sign and deliver the agreement and/or ratifies his signature thereon.

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

Elizabeth J. Greene, Councilwoman voting AYE

Paul I. Ruggiero, Councilman voting AYE

James E. Presutti, Councilman voting AYE

Scott M. Manley, Councilman voting AYE

Gilbert J. Piaquadio, Supervisor voting AYE

The resolution was thereupon declared duly adopted.

---



# REAL PROPERTY TAX SERVICE AGENCY

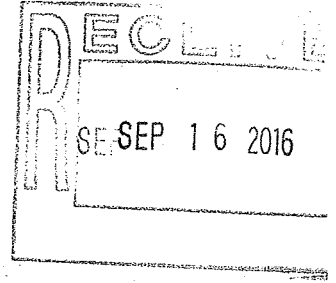
John I. McCarey - CCD  
124 Main Street  
Goshen, New York 10924  
(845) 291-2491

Steven M. Neuhaus  
County Executive

September 7, 2016

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

The Orange County Legislature has accepted your bid on the property(ies) listed below.  
Payment in full by certified bank check will be due on or before **October 4, 2016**.



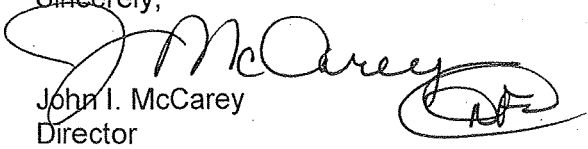
	NEWBURGH	
	17-1-106.2	
AMOUNT DUE	\$ 10,000.00	
LESS DEPOSIT	\$ 0.00	
NET AMOUNT DUE	\$ 10,000.00	PAYABLE TO ORANGE COUNTY COMMISSIONER OF FINANCE

SEND (do NOT make payable to) payments to:

John McCarey  
Director, Real Property Tax Service Agency  
124 Main Street  
Goshen, NY 10924

If you have any questions, please call.

Sincerely,

  
John I. McCarey  
Director

/dlf

**ORANGE COUNTY DEED PARCEL  
OFFICIAL BID/PURCHASER DOCUMENT**

CONTRACT FOR BID/PURCHASE OF ORANGE COUNTY REAL ESTATE DEED SALE PARCELS

THIS IS A LEGALLY BINDING DOCUMENT. YOU SHOULD CONSIDER  
CONSULTING YOUR LAWYER BEFORE SIGNING THIS DOCUMENT

I/we as bidder/purchaser of deed sale parcels accept and understand the following conditions:

1. IDENTIFICATION OF THE PARTIES DATE \_\_\_\_\_

A. SELLER – County of Orange, Government Center, Main Street, Goshen, New York 10924

B. BIDDER/PURCHASER: \_\_\_\_\_  
\_\_\_\_\_

RESIDING AT: \_\_\_\_\_  
\_\_\_\_\_

S.S. or FED. I.D. #: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

*DEED WILL BE ISSUED IN BIDDER/PURCHASER'S NAME ONLY*

C. COUNTY AGENT – When referred to herein means Office of Real Property Tax Service,  
Seller's Agent for Orange County, 124 Main Street, 1887 Building, Goshen, New York, 10924  
Phone: (845) 291-2491 Fax: (845) 291-2499

2. PROPERTY/PARCEL TO BE SOLD – (Called "the property"); **SOLD "AS IS"**.  
The property which the Seller agrees to sell and the Buyer agrees to purchase "as is" is  
located at/on \_\_\_\_\_ in the

Town Newburgh Village — Type of Property \_\_\_\_\_

Tax Sale Year \_\_\_\_\_

Section 17 Block 1 Lot 106.2 County of Orange, State of New York

This property includes all the Seller's rights and privileges, if any, to all land, water, streets and annexed to, and on all sides of the property (with the exception of County roads). The lot size of the property is approximate as shown on Tax Record or Tax Maps.

3. ITEMS INCLUDED IN SALE – All buildings and improvements, if located in or on the property at the time this contract is signed by both Seller and Bidder/Purchaser, are included "as is" with the property at no additional cost, however, the Seller bears no responsibility for items missing or removed from property.

4. ITEMS EXCLUDED FROM SALE – The following items are excluded from the sale:  
Personal property of former owner or tenants, if any, plus: \_\_\_\_\_

5. THIS SALE IS SUBJECT TO:  
(1) Approval of Orange County Committee of Finance & Administration  
(2) Approval of Orange County Legislature  
Successful Bidder/Purchaser MAY be responsible for current year's taxes (see Page 2, #14). Additional fee is a Filing Fee, with no adjustment made as to date of closing **PAYABLE TO ORANGE COUNTY CLERK.**  
Time of closing within 30 days or by date set by Resolution of Legislature.

Form of deed will be a Quit Claim Deed delivered approximately 45 days after payment of moneys.  
**Type of payment must be OFFICIAL BANK CHECK OR MONEY ORDER PAYABLE TO: ORANGE COUNTY COMMISSIONER OF FINANCE. NO CASH PAYMENTS OR PERSONAL CHECKS WILL BE ACCEPTED.**

6. AMOUNT OF BID/PURCHASE PRICE: \$ 10,000  
(\$ -0-) 10% of Bid Price with approved funds as down payment upon signing this document  
**(NO CASH OR PERSONAL CHECKS – DEPOSIT MUST BE IN THE FORM OF AN OFFICIAL BANK CHECK OR MONEY ORDER)**, receipt of which acknowledges if your bid is accepted by the Orange County Legislature, the 10% deposit is NOT refundable. If your bid is not accepted, your deposit WILL BE refunded.

INITIAL

7. ESCROW ACCOUNT DEPOSITS – It is agreed that any down payments made by the Bidder/Purchaser on account of the purchase price is to be deposited in the Commissioner of Finance, Orange County Designated Account once the contract is approved by the County, if not, then to be returned to Bidder/Purchaser. Bidder/Purchaser's down payment will be credited to the purchase price at closing.
8. DEED – The property shall be transferred from Seller to Bidder/Purchaser by means of a Quit Claim Deed, furnished by the Seller. The deed and real property transfer gains tax affidavit will be prepared by the Seller and signed so that it will be accepted for recording by the Orange County Clerk.
9. REPORT OF SALE TO IRS – Seller will report this sale to IRS.
10. BUYER'S MORTGAGE EXPENSES (if any) – This contract is for a cash sale and the Bidder/Purchaser understands and agrees it is not contingent upon the Bidder/Purchaser obtaining any loan to purchase the property. However, should the Bidder/Purchaser obtain a loan, Bidder/Purchaser understands and agrees that the closing will not be delayed by reason of any loan application or process of such loan, and that all lender mortgage loan fees, points, appraisal fees, title insurance and all other expenses incidental to any such loan shall be paid by Bidder/Purchaser.
11. BROKER AGENT(S) FOR SELLER ONLY – It is clearly understood and agreed by the Bidder/Purchaser that JOHN I. MCCAREY is DIRECTOR OF REAL PROPERTY TAX SERVICE.
12. TITLE INSURANCE/ABSTRACT OF TITLE – Expenses (if any) for title and tax searches shall be paid by the Bidder/Purchaser, however, this sale is not contingent upon insurable title.
13. TAXES, ADJUSTMENTS and OTHER DISCLOSURES – Bidder/Purchaser shall pay the current year's taxes in full upon closing or as otherwise legally required whichever is later. (These amounts are obtainable from the local tax collector.) Conditions/Notice: Any Bidder/Purchaser is advised to make his/her own investigation regarding title issues and the location, nature and condition of the premises, as Orange County makes no representation as to the nature, location, condition or title of these lands in advance of this sale, by verification with the local assessor's office or as he may otherwise choose, also, check locally for zoning and building codes relating to the property(ies). Bidder/Purchaser(s) is further advised to investigate as to whether any liens are attached to said lands as certain liens may remain attached after public sale. Successful Bidder/Purchaser will receive a Quit Claim Deed describing the property by tax map section, block and lot number without representation of covenants or warranty and will convey whatever title Orange County has acquired to said lands by reason of failure to redeem from tax sales. **Bidder/Purchaser is advised to check with the Orange County Department of Finance or the local Tax Collector as to the amount of current year taxes due, which MAY be the responsibility of the successful Bidder/Purchaser, after taking title, with no adjustment as to date. This should be considered when making a bid.**
14. BACK TAXES INCLUDED AS FOLLOWS: The purchase price includes all taxes and assessments on the property for all prior years except village and school district taxes, which are relieved and may include penalties and interest. \*\*The purchase price DOES NOT include FOR THE CURRENT YEAR THE FOLLOWING TAXES:\*\*  
YEAR 2017 TOWN & COUNTY TAXES and/or YEAR N/A VILLAGE TAXES  
YEAR 2016 & 2017 SCHOOL TAXES and/or SCHOOL RELIEVED TO BE ON THE TOWN & COUNTY TAX BILL FOR THE YEAR 2017.  
WE/I ARE RESPONSIBLE FOR ALL TAXES & RELIEVES, WHICH MAY INCLUDE PENALTIES & INTEREST AS NOTED ABOVE

INITIAL

16. TIME OF THE ESSENCE - Time is of the essence as to closing. Closing within 30 days or by date set by Resolution of Orange County Legislature.
17. POSSESSION - Bidder/Purchaser shall be given possession of the property at closing (transfer of title), unless otherwise agreed to in writing signed by the parties and subject to any occupancy of a tenant.
18. REPAIR OF DAMAGE PRIOR TO CLOSING - In the event Bidder/Purchaser has neither possession nor legal title to the property and any improvement is damaged by any cause or act of God prior to closing, Seller may within 30 days and by written notice to Bidder/Purchaser, elect to repair such damage. Seller shall then have a reasonable time to collect any insurance proceeds and cause such damage to be repaired in a good and workmanlike manner at the Seller's expense. The closing shall be extended for completion of such repairs at the Seller's option. Otherwise, Risk of Loss prior to closing shall be as set forth under NEW YORK STATE GENERAL OBLIGATIONS LAW, SECTION 5-1311 or other applicable law shall apply to this contract as though set forth herein.
19. NOTICES - Any notice contemplated by this agreement is deemed given on date of notification by the Seller, if in writing and delivered by any party to the other (Buyer/Purchaser or County) by any of (1) or (2) or (3), (a) through (c):
- (1) in the same manner as a summons in a civil action or in the Supreme Court of the State of New York; or
  - (2) by certified mail, return receipt requested; or
  - (3) by delivery to the party's authorized agent or attorney either:
    - (a) in the same manner papers are served on an attorney in a civil action, or
    - (b) by certified mail, return receipt requested, or
    - (c) if (3) (a) or (b) is used, in addition, a copy of the notice must be mailed first class mail to the other party at the address shown at the end of this agreement; however, notice is deemed given when made by the Seller.
  - (4) The person who signs this agreement for any party, Bidder/Purchaser or Seller, is the person to whom notices will be given for such party.
  - (5) All notices should also be sent to Office of Real Property Tax Service, 1887 Building, 124 Main Street, Goshen, NY 10924.
20. ENTIRE AGREEMENT - This contract constitutes the entire agreement between Seller and Bidder/Purchaser, and neither is relying on any statements, promises, representations, inducements, agreements or warranties expressed or implied, oral or written, that are not set forth herein; except that each undersigned warrants having the authority and capacity to sign as and/or for Seller and Bidder/Purchaser, respectively.
21. CHANGES TO CONTRACT MUST BE SIGNED AND IN WRITING - Any changes to this contract are not effective unless in writing and signed by Seller and Bidder/Purchaser or their duly authorized agents. However, any change in the obligation of the Bidder/Purchaser or any terms affecting the Seller shall not be effective without the written consent of the Seller.
22. BINDING DOCUMENT UPON PARTIES, ETC. - This agreement is binding upon and shall inure to the benefit of the Seller and Bidder/Purchaser, and their respective heirs, legal representatives, successors, executors, assigns or distributees.
23. SELLER'S TITLE - At closing Seller shall transfer title to the property to the Bidder/Purchaser; subject to easements, rights of way, restrictions, rights, privileges, zoning, environmental protection, sub-division laws, or any other laws and regulations that may affect the use and maintenance of the property, and to such state of facts as an accurate survey and personal inspection of the premises shall disclose or other conditions of title as may then exist. Bidder/Purchaser further agrees to accept all Terms of Sale.
24. PROPERTIES ARE SOLD AS OFFERS OR BIDS ARE ACCEPTED ON A MONTHLY BASIS BY ORANGE COUNTY LEGISLATURE. PLEASE CALL OFFICE OF REAL PROPERTY TAX SERVICE AT (845) 291-2492 FOR AVAILABILITY OF ANY OF THESE PROPERTIES.
25. A. Lead Paint Disclosure - Housing sales on residential dwellings that were built prior to 1978 are notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. (See attached Rider).
- \_\_\_\_\_  
INITIAL
- B. If property is improved by a structure, the County makes no reference to the existence of a smoke detector.



26. NAME OF CO-BROKE COMPANY (if applicable): \_\_\_\_\_

27. BIDDER/PURCHASER'S ATTORNEY: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

28. ORANGE COUNTY LOCAL ETHICS LAW – All officers, employees or elected or appointed officials who are not excluded from deed sale participation must disclose in writing to the Orange County Attorney, in a form and manner to be determined by the Orange County Attorney, their title, employee status as Orange County officers, employees or officials, and any other information deemed relevant and necessary by the Orange County Attorney, and receive in writing the approval of the Orange County Attorney of their participation, in advance of any bidding for or acquiring or purchasing any real property which is offered for sale by the County of Orange in any manner as a result of the tax delinquency of such property. The Orange County Attorney shall deny such approval on the basis of existence of, or the appearance of, a prohibited conflict of interest, as defined under the Orange County Local Ethics Law and/or other prevailing State or other laws, rules and regulations.

29. The Bidder/Purchaser acknowledges and represents that he, she or it is fully aware of the physical condition and state of repair of the property, based on the Bidder/Purchaser's own inspection and investigation thereof, and that the Bidder/Purchaser is entering into the document based solely upon such inspection and investigation, and not upon any information, data, statements or representations, written or oral, as to the physical condition, state or repair use, cost of operation or any other matter related to the property, given or made by the Seller.

30. A. Seller represents that none of the Seller's covenants, representations, warranties or other obligations contained in this agreement shall survive closing.

B. Orange County represents that the Seller is not a "foreign person" as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") section 1445, as amended, and the regulations promulgated thereunder. (Collectively, "FIRPTA").

C. No representation is made that this form of contract for the sale and purchase of real estate complies with Section 5-702 of the General Obligations Law ("Plain Language").

I/WE HAVE READ THESE TERMS AND HERBY ACCEPT THE CONDITIONS OF SALE \_\_\_\_\_

**INITIAL**

\_\_\_\_\_  
**BIDDER/PURCHASER (SIGNATURES)**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**BIDDER/PURCHASER (PRINT NAMES)**

ARE YOU AN ORANGE COUNTY OFFICER, EMPLOYEE OR APPOINTED OFFICIAL? YES \_\_\_ NO \_\_\_

IF YES, WHAT DEPARTMENT AND WHAT IS YOUR TITLE? \_\_\_\_\_

BID DOCUMENT RECEIVED DATE: \_\_\_\_\_

\_\_\_\_\_  
JOHN I. MCCAREY, Director Real Property Tax

Subject to approval by Orange County. Date Approved by Orange County Legislature: \_\_\_\_\_

OFFICE OF REAL PROPERTY TAX SERVICE  
124 Main Street, Goshen, New York 10924  
PHONE: (845) 291-2491 FAX: (845) 291-2499  
E-Mail: jmccarey@orangecountygov.com

16

**Andy Zarutskie**

---

**To:** Quinlisk, Tom  
**Subject:** RE: SANTA'S TOY BOX...

---

**From:** Quinlisk, Tom [<mailto:TQuinlisk@orangecountygov.com>]  
**Sent:** Tuesday, November 01, 2016 11:06 AM  
**To:** [jennifer.kirby@ouboces.org](mailto:jennifer.kirby@ouboces.org); [cbrinckerhoff@middletown-ny.com](mailto:cbrinckerhoff@middletown-ny.com); Matthew Veronesi ([mveronesi@town.new-windsor.ny.us](mailto:mveronesi@town.new-windsor.ny.us)); 'townofhamptonburgh@hvc.rr.com'; 'lzappala@townofchester.org'; 'pjrec@frontiernet.net'; [commissioner@townofnewburgh.org](mailto:commissioner@townofnewburgh.org); Joan McAdam ([Joan.McAdam@msmc.edu](mailto:Joan.McAdam@msmc.edu)); 'Imarasco@cornwallny.com'; 'tstickles@townofmontgomery.com'; Darla Monte ([darla@goldsgymhv.com](mailto:darla@goldsgymhv.com)); [cthomas@rcls.org](mailto:cthomas@rcls.org); 'Andy Zarutskie'  
**Subject:** SANTA'S TOY BOX...

The annual toy drive organized by the Orange County Department of Parks, **Santa's Toy Box**, will be offered again this holiday season from Thanksgiving weekend to December 22<sup>nd</sup>. This year marks our 31<sup>st</sup> year of providing (new) toys & games to needy families in the county!

In the past, your facility has been one of our toy box sites and we are asking for your participation and support again this year.

What that means is you simply provide some kind of toy box located in a convenient and accessible area in your facility - up and in-place by Thanksgiving. When the toy box needs to be emptied you just contact me and I will make arrangements to pick-up the toys.

I will provide colored promotional flyers which you can attach to the box. Also, we will promote the program via news releases. Please note, if you want to do your own promotion, feel free to do so.

All donated items are distributed to needy families in Orange County via organizations such as the Farmworkers Community Center, Head Start Program of Eastern Orange County, Emergency Housing and other similar local agencies. We also donate to individual families who contact us.

If you have any questions or concerns, please don't hesitate to contact me. We do hope you will consider being a toy box site again for this long-running, popular program. Thank you for your kind consideration!

Tom Quinlisk, OC Parks  
457-4910

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

This message has been scanned for malware.