

*JOSEPH P. PEDI, Town Clerk
1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554*

**TOWN BOARD PUBLIC MEETING AGENDA
Tuesday, November 12, 2019
7:00 p.m.**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. SWEARING IN OF POLICE OFFICER**
- 6. APPROVAL OF AUDIT**
- 7. DEPARTMENT HEAD REPORTS**
- 8. RESOLUTION: Countywide Public Safety Radio Network**
- 9. ENGINEERING:**
 - A. GARDNERTOWN COMMONS:**
 - 1. Reimbursement from Developers' Fees for Intersection Improvements at
Gidney Avenue and Gardnertown Road**
 - 2. Reduction of Performance Security for Intersection Improvements at
Gidney Avenue and Gardnertown Road**
- 10. HIGHWAY DEPARTMENT: Start Process to Hire Two Full Time Machine Equipment
Operators (MEO) 1A**
- 11. BUILDINGS AND GROUNDS: Using ENGIE as Alternate Electric Supplier**
- 12. ANIMAL CONTROL: T-94 Withdrawal**
 - A. Approval of Payment to Newburgh Veterinary Hospital**
 - B. Approval of Payment to Flannery Animal Hospital**
- 13. FLEET MAINTENANCE: Budget Transfer**
- 14. ASSESSOR: Tax Certiorari Settlement for YYY Properties, LLC**
- 15. CODE COMPLIANCE: Approval to Hire Code Compliance Officer**
- 16. ANNOUNCEMENTS**
- 17. PUBLIC COMMENTS**
- 18. ADJOURNMENT**



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

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: "PUBLIC SAFETY EMERGENCY RADIO
COMMUNICATIONS SYSTEM INTEROPERABILITY
AGREEMENT" WITH ORANGE COUNTY;

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

RESOLUTION OF TOWN BOARD AUTHORIZING
EXECUTION AND DELIVERY OF PUBLIC SAFETY
EMERGENCY RADIO COMMUNICATIONS SYSTEM
INTEROPERABILITY AGREEMENT BETWEEN THE
COUNTY OF ORANGE AND TOWN OF NEWBURGH
OUR FILE NO. 800.1(B)() (2019)

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

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

DATE: NOVEMBER 5, 2019

Enclosed please find the above referenced authorizing resolution for the Town Board's consideration. Also enclosed are copies of a letter dated October 17, 2019 from County Executive Neuhaus to Supervisor Piaquadio and of the proposed Public Safety Emergency Radio Communications System Interoperability Agreement between the County of Orange and the Town of Newburgh.

COUNSEL
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL
Craig F. Simon
Irene V. Villacci

Please note that the Agreement has a term of 15 years and the Town will be required to pay the \$217,043 value of the equipment less depreciation should it terminate the agreement without cause before the end of the term. (Section 101 (c) incorrectly refers to "Section 6(a) of this Agreement" when it should be referring to "Section 105 (b).") The Town is afforded the option to purchase additional compatible equipment from Motorola in Section 101(e) without a price specification. Section 101(f) contains certain representations with respect to the Town's knowledge and use of systems, plans and protocols. The Town will have responsibility to maintain and replace equipment following expiration of the Motorola warranty periods under Section 101(d). Section 106 requires the Town to insure the equipment. Section 108 contains a relatively broad form of indemnification and hold harmless provision not limited to operation and use of the equipment but covering all claims, etc. "arising out of, or resulting from, the activities or omissions of Municipality or its public safety personnel."



November 5, 2019

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Should you have any questions in this regard, please feel free to contact me.

MCT:sel

Enclosure

cc: Joseph P. Pedi, Town Clerk (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Hank Chapman, Haylor, Frayer & Coon (via e-mail)
Shannon O'Keefe Clearwater, Haylor Frayer & Coon (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of November, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING EXECUTION AND
DELIVERY OF
PUBLIC SAFETY EMERGENCY
RADIO COMMUNICATIONS
SYSTEM INTEROPERABILITY
AGREEMENT BY AND BETWEEN THE
COUNTY OF ORANGE AND THE
TOWN OF NEWBURGH

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

WHEREAS, the County of Orange, through its Department of Emergency Services (“DES”) is in the process of upgrading the current conventional analog public safety emergency radio communications system to a countywide Project 25 interoperable digital trunked radio communications system to improve communication capabilities with Orange County during countywide public safety incidents and during cross jurisdictional incident among the various public safety agencies of the cities, towns, villages and fire districts in orange County and emergency medical providers in Orange County; and

WHEREAS, in order to properly implement and deploy the upgrade communications system the County had deemed it necessary and property to purchase and pay the full cost of certain upgraded system subscriber equipment; and

WHEREAS, the Town of Newburgh, as a responder agency, is a subscriber proposed by the County to be provided the upgraded equipment; and

WHEREAS, the County of Orange DES has forwarded a proposed Public Safety Emergency Radio Communications System Interoperability Agreement which sets forth the terms and conditions under which the Town is accepting the upgraded equipment to use on the upgraded system and its undertaking of certain obligations and commitments with respect to the upgraded equipment; and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement between the County and Town.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Public Safety Emergency Radio Communications System Interoperability Agreement by and between the County of Orange and the Town of Newburgh (the "Agreement") as to its form and manner of execution and authorize the Supervisor of the Town of Newburgh to sign and deliver said Agreement on behalf of the Town and/or ratifies his signature thereon; and

BE IT FURTHER RESOLVED, that the Supervisor and other officers and employees of the Town are hereby authorized and empowered 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 and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of said Agreement; and

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

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

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

The resolution was thereupon declared duly adopted.

I, Joseph P. Pedi, the Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on November _____, 2019 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.

Joseph P. Pedi, Town Clerk
Town of Newburgh



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STEVEN M. NEUHAUS
COUNTY EXECUTIVE

October 17, 2019

The Honorable Gilbert Piaquadio
Supervisor of Town of Newburgh
1496 Route 300
Newburgh, New York 12550

G.T

RE: Countywide Public Safety Radio Network

Dear Supervisor Piaquadio:

This letter is to welcome you to the new Orange CORNET system which will greatly improve interoperable communications among our first responders. The Town of Newburgh can now begin immediately saving on radio costs. I have also provided you with a list of equipment being given to the Town of Newburgh with a total value of \$274,013. I ask that you please sign and return the attached Agreement along with a Board-Certified Resolution authorizing the designated official to execute this Agreement and accept this equipment.

As you know, over the past several years, Orange County has committed over \$30 million and countless personnel hours to the development of a new countywide public safety radio network. This new federally mandated 700/800 digital trunked system is the standard for public safety radio and is the same system that is in use in Rockland County and many other counties throughout the State.

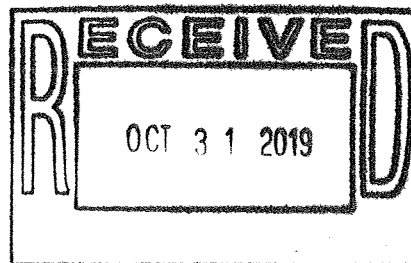
I'm pleased to report that this system is now activated and is ready to be used by all of our emergency service personnel. This is a huge step forward in allowing our first responders to not only have the ability to speak to each other across disciplines, but also to have at their fingertips the best and most reliable radio communication system available.

If you have any questions or concerns, please reach out to Brendan R. Casey, Commissioner of Emergency Services at 615-0565.

Thank you

Steven M. Neuhaus
County Executive

cc: Donald Bruce Campbell, Chief of Police



PUBLIC SAFETY EMERGENCY RADIO COMMUNICATIONS SYSTEM INTEROPERABILITY AGREEMENT

THIS PUBLIC SAFETY EMERGENCY RADIO COMMUNICATIONS SYSTEM INTEROPERABILITY AGREEMENT (“Agreement”) is effective as of September 1, 2019 (“Effective Date”), by and between the **COUNTY OF ORANGE**, by and through its Department of Emergency Services (“DES”), a municipal corporation of the State of New York with offices at 22 Wells Farm Road, Goshen, New York 10924 (“County”) and **TOWN OF NEWBURGH**, a municipal corporation of the State of New York with its principal offices located at 1496 Route 300, Newburgh, New York 12550 (“Municipality”). The County and Municipality may each be referred to in this Agreement as a “Party” and collectively, as the “Parties.”

RECITALS

WHEREAS, the County, through DES, currently operates a conventional analog public safety emergency radio communications system for its public safety communications within Orange County, New York (“Current Analog Communications System”);

WHEREAS, the Current Analog Communications System’s capabilities are limited by the inability of all public safety personnel within Orange County, New York to communicate directly with each other when necessary thereby causing gaps in communication during public safety incidents resulting in increased risk to life, safety, and property;

WHEREAS, to address these limitations, the County, through DES, is in the process of upgrading the Current Analog Communications System to a countywide Project 25 interoperable digital trunked radio communications system (“Upgraded P25 System”) to improve communication capabilities within Orange County, New York by providing radio interoperability during countywide public safety incidents and during cross-jurisdictional incidents among the various public safety agencies of the cities, towns, villages, and fire districts in Orange County, New York and the emergency medical providers in Orange County, New York (each a “Responder Agency” and collectively, the “Responder Agencies”);

WHEREAS, it would benefit the people of both the County and Municipality to implement and deploy the Upgraded P25 System;

WHEREAS, in order to properly implement and deploy the Upgraded P25 System to promote interoperability amongst the various Responder Agencies, the County deems it is necessary and proper to purchase and pay the full cost of certain of the Upgraded P25 System’s subscriber equipment for Responder Agencies; and

WHEREAS, subscriber equipment includes: (i) portable radios that are small, lightweight, handheld wireless communication units that contain both a transmitter and a receiver, a self-contained microphone and speaker, a detachable rechargeable battery, and an antenna (each a “Portable” and collectively, “Portables”); (ii) mobile radios that are mounted in a fixed location inside a vehicle (police cruiser, fire truck, ambulance) and like Portables contain both a transmitter and receiver, but unlike Portables connect to the vehicle’s power supply and have an external speaker and an external antenna (each a “Mobile” and collectively “Mobiles”); and (iii) control stations that are desktop base station radios mounted in a fixed location (police, fire station or emergency medical service station) containing both a transmitter and a receiver, a self-contained microphone and speaker, and a magnetic mount antenna powered by an external electric power source (110 volt alternating current) (each a “Control Station” and collectively “Control Stations” and together with the Portables and Mobiles, collectively the “P25 Subscriber Equipment”);

WHEREAS, the County negotiated and entered into a contract with Motorola Solutions, Inc. (“Motorola”) to purchase P25 Subscriber Equipment for use on the Upgraded P25 System (“Motorola Contract”); and

WHEREAS, Municipality, as a Responder Agency, is entering into this Agreement to set forth the terms and conditions under which it is accepting P25 Subscriber Equipment for use on the Upgraded P25 System and undertaking certain obligations and commitments with respect to that P25 Subscriber Equipment.

NOW THEREFORE, the Parties, in consideration of the covenants, agreements, terms, and conditions contained in this Agreement, do agree as follows:

100. RECITALS INCORPORATED. The Recitals set forth above are true and correct and are incorporated into this Agreement as if set forth at length in this Section 1.

101. EQUIPMENT.

- a. *Provision of Equipment to Municipality.* Subject to the terms and conditions of this Agreement, to properly implement and deploy the Upgraded P25 System to promote interoperability amongst the various Responder Agencies (including Municipality), the County will, free of charge or cost to Municipality, within ninety (90) calendar days of the Effective Date, make available to Municipality, in the following manner, that certain P25 Subscriber Equipment listed on Schedule 2(a) (“Equipment”), which schedule is attached to and made a part of this Agreement:
 - i. *Portables.* Those Portables and accessories listed on Schedule 2(a) will be made available for pickup by Municipality at the County’s DES’ offices located at 22 Wells Farm Road, Goshen, New York. Municipality must coordinate pickup of the Portables listed on Schedule 2(a) via email to: radiogroup@orangecountygov.com. Municipality, upon taking possession of the Portables listed on Schedule 2(a), accepts full ownership of those Portables as its own property subject to the terms and conditions set forth in this Agreement.
 - ii. *Mobiles.* Those Mobiles listed on Schedule 2(a) will be picked-up by Motorola’s authorized installer at the County’s DES’ offices located at 22 Wells Farm Road, Goshen, New York and such installer will install those Mobiles in Municipality’s vehicles. Municipality must coordinate installation of the Mobiles listed on Schedule 2(a) via email to: radiogroup@orangecountygov.com. Municipality accepts full ownership of the Mobiles listed on Schedule 2(a) as its own property subject to the terms and conditions set forth in this Agreement at the time of installation of the Mobiles in Municipality’s vehicles by Motorola’s authorized installer.
 - iii. *Control Stations.*
 1. *Standalone Control Stations.* Those Control Stations listed on Schedule 2(a) that do not require installation by Motorola’s authorized installer (standalone control stations requiring no interfaces with other dispatching equipment) will be made available for pickup by Municipality at the County’s DES’ offices located at 22 Wells Farm Road, Goshen, New York at such time that Municipality picks up its Portables in the manner provided for in Section 2(a)(i) of this Agreement. Municipality, upon taking possession of the Control Stations listed on Schedule 2(a), accepts full ownership of those Control Stations as its own property subject to the terms and conditions set forth in this Agreement.

2. ***Interfaced Control Stations.*** Those Control Stations listed on Schedule 2(a) that require installation by Motorola's authorized installer (control stations requiring interfaces with other dispatching equipment) will be picked-up by Motorola's authorized installer at the County's DES' offices located at 22 Wells Farm Road, Goshen, New York and such installer will install those Control Stations in Municipality's dispatching station(s). Municipality must coordinate installation of the Control Stations listed on Schedule 2(a) that require installation by Motorola's authorized installer via email to: radiogroup@orangecountygov.com. Municipality accepts full ownership of the Control Stations listed on Schedule 2(a) that require installation by Motorola's authorized installer as its own property subject to the terms and conditions set forth in this Agreement at the time of installation of the Control Stations in Municipality's dispatch station(s) by Motorola's authorized installer.
- b. ***Equipment Warranty.*** The Equipment is covered under *Motorola's Essential Service Warranty*, the cost of which has been prepaid by the County on behalf of Municipality ("Warranty"). The terms and conditions of the Warranty are set forth in Schedule 2(b), which schedule is attached to and made a part of this Agreement. The Warranty period for each of the various types of Equipment is as follows:
 - i. ***Portables.*** Those Portables listed on Schedule 2(a) are covered under the Warranty for a period of sixty (60) months calculated from the date of the County's acceptance of the Upgraded P25 System ("Portables Warranty Period").
 - ii. ***Mobiles and Control Stations.*** Those Mobiles and Control Stations listed on Schedule 2(a) are covered under the Warranty for a period of twenty-four (24) months calculated from the date of the County's acceptance of the Upgraded P25 System ("Mobiles Warranty Period").
- c. ***Value of Equipment; Reimbursement for Early Termination.*** Municipality acknowledges and agrees that the aggregate value of the Equipment together with the Warranty is Two Hundred Seventy-Four Thousand Thirteen Dollars and No Cents (\$274,013.00). In the event that Municipality terminates this Agreement without cause before the end of the fifteen (15) year term of this Agreement, in accordance with Section 6(b) of this Agreement, or in the event that the County terminates this Agreement before the end of the fifteen (15) year term of this Agreement for cause in accordance with Section 6(a) of this Agreement, Municipality shall immediately reimburse the County the entire cost of the Equipment less depreciation. In the event Municipality fails to make such reimbursement, the County may pursue any and all remedies available to it in law or in equity to recover the entire cost of the Equipment less depreciation.
- d. ***Maintenance and Replacement of Equipment.*** Following expiration of the applicable Equipment warranty period (Portables Warranty Period or Mobiles Warranty Period), Municipality shall maintain and replace, at its sole cost and expense, the Equipment and from time to time acquire, at its sole cost and expense, such additional P25 Subscriber Equipment as Municipality may deem necessary.
- e. ***Municipality's Option to Purchase Additional P25 Subscriber Equipment Directly from Motorola at the County's Pricing.*** The types and quantities of the Equipment allotted to Municipality on Schedule 2(a) is based on Municipality's self-reporting of its subscriber radio equipment needs at the time the County planned the Upgraded P25 System. By execution of this Agreement, Municipality acknowledges that either (a) the Equipment allotted is sufficient for its public safety agencies' operations to achieve the purposes of the countywide Upgraded P25 System; or alternatively, (b) if the quantities or type of the Equipment is no longer sufficient, Municipality may purchase additional P25 Subscriber Equipment for use on the Upgraded P25 System at its sole cost and expense. The County included a provision in the Motorola Contract whereby political subdivisions and fire companies such as Municipality may make additional purchases of

P25 Subscriber Equipment by issuing a purchase order directly to Motorola, provided that Municipality accepts sole responsibility for any payment due Motorola for such purchases by Municipality.

f. **Operation of Equipment.** Municipality agrees as follows:

- i. **Compliance with this Agreement and Laws.** The acceptance of the Equipment and all activity of Municipality relating to the Equipment must be in full compliance with the terms and conditions of this Agreement and all applicable federal, state, and local laws, rules and regulations.
- ii. **ICS and NIMS Compliance.** Municipality's public safety agencies' personnel are fully trained and knowledgeable in the federal Incident Command System (ICS) and National Incident Management System (NIMS) protocols and utilize these management tools for their exercises and emergency responses; and
- iii. **Compliance with the County's Plans and Protocols.** Municipality will utilize the Upgraded P25 System in accordance with all applicable County plans and protocols, as may be amended from time to time during the term of this Agreement, including, but not limited to the: (A) Automatic Vehicle Locator (AVL) Project Protocol Guidelines; (B) Orange County Fire Mutual Aid Plan; and (C) Orange County Emergency Medical Services Multiple Casualty Incident (MCI) Plan.

g. **Transfer of Equipment.** Municipality shall, during the term of this Agreement, alone, and only for its own municipal public safety purposes, be permitted to possess and use the Equipment as provided. Municipality shall not, during the term of this Agreement, transfer ownership of the Equipment without the prior written consent of the County.

102. TRAINING. The County will host training sessions in the use of P25 Subscriber Equipment on the Upgraded P25 System for the Responder Agencies.

103. FINANCIAL RECORDS AND AUDITS. Municipality shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records must be kept in accordance with Generally Accepted Accounting Practices (GAAP) and the applicable New York State Records Retention and Disposition Schedule applicable to Municipality, and each transaction must be documented. Such records must be made available to the County for inspection or audit upon the County's request.

104. TERM. The term of this Agreement commences on the Effective Date and continues in full force and effect for a period of fifteen (15) years thereafter, unless it is terminated earlier in accordance with Section 6 of this Agreement.

105. TERMINATION.

a. **For Cause.**

- i. **Default.** Either Party's failure to cure a breach of any covenant of such Party in this Agreement within thirty (30) calendar days of written notice from the non-breaching Party will constitute a breach of this Agreement; provided, however, such thirty (30) calendar day cure period will be extended upon the breaching Party's request if deemed by the non-breaching Party to be reasonably necessary to permit the breaching Party to complete the cure, and further provided that the breaching Party shall commence any cure within the thirty (30) calendar day period and thereafter continuously and diligently pursue and complete such cure.

ii. Remedies. In the event of a default or a breach of this Agreement and after the the time allowed the beaching Party to cure such default, the non-breaching Party may, in addition to all other rights or remedies available to the non-breaching Party under this Agreement, at law, or in equity, terminate this Agreement by giving written notice to the breaching Party, stating the date upon which such termination will be effective.

b. Without Cause. In addition to the Parties' right to terminate this Agreement for cause in accordance with Section 6(a) of this Agreement, either Party may terminate this Agreement, without cause, on sixty (60) calendar days' prior written notice to the other Party.

c. Effect of Termination. If County terminates this Agreement pursuant to Section 6(a) above for failure of Municipality to comply with any covenant of Municipality in this Agreement or if Municipality terminates this Agreement without cause pursuant to Section 6(b) above, Municipality shall immediately reimburse the County for the entire cost of the Equipment less depreciation in accordance with Section 2(c) of this Agreement. In the event Municipality fails to make such reimbursement, the County may pursue any and all remedies available to it in law or in equity to recover the entire cost of the Equipment less depreciation.

106.INSURANCE. Municipality shall, at its sole cost and expense, procure and maintain, in full force and effect during the term of this Agreement, insurance covering personal injury and property damage, including property damage or destruction of the Equipment. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement.

107.INJURY, PROPERTY DAMAGE. Municipality shall be responsible for all damages and/or injury to life or property due to, or resulting from, the activities or omissions of Municipality in connection with the Equipment and its performance of this Agreement. Municipality represents and warrants that it possesses the ability to perform this Agreement.

108.INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, Municipality agrees to protect, indemnify and hold harmless the County and its officials, employees, and agents from and against all claims, actions, damages, liabilities, losses, judgments, penalties, causes of action, suits, costs, or expenses (including reasonable attorneys' fees) (collectively, "Claim"), imposed upon, or incurred by, or asserted against the County and will defend the County and its officials, employees, and agents, at Municipality's sole cost and expense, and at no cost to the County, in any Claim, including appeals, for personal injury to, or death of, any person or loss or damage to property arising out of, or resulting from, the activities or omissions of Municipality or its public safety personnel. These indemnification provisions are for the protection of the County and its respective officials, employees and agents only and do not establish, of itself, any liability to third parties. The provisions of this Section 9 will survive the expiration or the earlier termination of this Agreement and are not limited by any enumeration in this Agreement of required insurance coverage.

109.SEXUAL HARASSMENT CERTIFICATION. Pursuant to the New York State Finance Law §139-1, by execution of this Agreement, Municipality and the individual signing this Agreement on behalf of Municipality certifies, under penalty of perjury, that Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>

110. GENERAL PROVISIONS.

a. **Notices.** Other than communications related to the pickup or initial installation of Equipment as contemplated in Section 2(a) of this Agreement, which are required to be given via email to: radiogroup@orangecountygov.com, all notices, requests, demands, and other communications required or desired to be given under or related to this Agreement must be in writing and given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices must be sent to the Parties at the following addresses:

- i. **As to the County:** County of Orange, Department of Emergency Services, 22 Wells Farm Road, Goshen, New York 10924, Attn: Commissioner; and
- ii. **As to Municipality:** Town of Newburgh, 1496 Route 300, Newburgh, New York, 12550, Attention: Supervisor.

The County and Municipality may from time to time designate any other address for this purpose by giving written notice to the other Party given in accordance with this Section 11(a).

- b. **Executory Clause.** The County shall have no liability under this Agreement to Municipality or anyone else beyond funds appropriated and available for this Agreement.
- c. **Independent Contractor.** Municipality is an independent contractor, and covenants and agrees that it will neither hold itself out as, nor claim to be an employee, servant or agent of the County, and that it will not make claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- d. **No Third-Party Beneficiaries.** This Agreement does not, and is not intended to confer, any rights or remedies upon any person other than the Parties.
- e. **No Assignment.** Municipality shall not assign, sublet, or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of County.
- f. **Headings for Convenience and Reference Only.** Headings of sections and subsections of this Agreement are inserted for convenience and reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
- g. **Force Majeure.** A Party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not

limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

- h. **No Waiver.** No provision of this Agreement will be deemed to have been waived by either Party unless the waiver is in writing and signed by the Party against whom enforcement is attempted.
- i. **Modifications.** No changes, amendments, or modifications of any of the terms or conditions of this Agreement will be valid unless reduced to writing and signed by the Parties.
- j. **Governing Law.** The laws of the State of New York, regardless of conflict of law principles will govern this Agreement.
- k. **No Arbitration; Venue.** Any and all disputes involving this Agreement, including the breach or alleged breach of this Agreement, may not be submitted to arbitration without the prior written consent of the County Executive of the County, but must instead only be heard in the Supreme Court of the State of New York with venue in Orange County, or if appropriate, in federal court in the Southern District of New York, White Plains Division.
- l. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.
- m. **Signatures.** A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as the Effective Date.

TOWN OF NEWBURGH

COUNTY OF ORANGE

Name: _____
Title: _____
Dated: _____

Stefan ("Steven") M. Neuhaus
County Executive
Dated: _____

SCHEDULE 2(a)

EQUIPMENT

19. Identification of Municipality Equipment. The Equipment comprises of those Portables, Mobiles, and Control Stations identified by model and serial number on the four (4) pages attached to and made a part of this Schedule 2(a) (each an "Equipment Schedule" and collectively, the "Equipment Schedules"). The Equipment Schedules may be amended from time to time. Such amendments will be evidenced by the applicable "Traveler" document in the form set forth in Exhibit 1 to this Schedule 2(a) (each a "Replacement Equipment Traveler"). Each Replacement Equipment Traveler will be executed by the person accepting the Equipment on behalf of the Municipality, which will be an employee of a Municipality for Portables or the installer for Mobiles and Control Stations). Upon execution, each Replacement Equipment Traveler is deemed incorporated into and made a part of this Schedule 2(a).
20. Types of Equipment. The identification of the types of Equipment listed on each Equipment Schedule is identified as follows:
 - a. Portables are identified as Equipment with model numbers in 1000 series; and
 - b. Mobiles and Control Stations are identified as Equipment with model numbers in the 500 series.

Asset Listing

Agency Name: Newburgh Town Police

Serial Number	Model Number	Category	Vehicle
652CSR0205	M25URSS9PW1AN	Remote Radio	
652CSR0209	M25URSS9PW1AN	Remote Radio	
652CSR0238	M25URSS9PW1AN	Remote Radio	
652CSR0242	M25URSS9PW1AN	Remote Radio	
652CTM0071	M25URSS9PW1AN	Remote Radio	
652CTM0185	M25URSS9PW1AN	Remote Radio	
652CTM0481	M25URSS9PW1AN	Remote Radio	
652CTM0482	M25URSS9PW1AN	Remote Radio	
652CTM0483	M25URSS9PW1AN	Remote Radio	
652CTM0484	M25URSS9PW1AN	Remote Radio	
652CTM0486	M25URSS9PW1AN	Remote Radio	
652CTM0487	M25URSS9PW1AN	Remote Radio	
652CTM0490	M25URSS9PW1AN	Remote Radio	
652CTM0491	M25URSS9PW1AN	Remote Radio	
652CTM0492	M25URSS9PW1AN	Remote Radio	
652CTM0493	M25URSS9PW1AN	Remote Radio	
652CTM0494	M25URSS9PW1AN	Remote Radio	
652CTM0495	M25URSS9PW1AN	Remote Radio	
652CTM0496	M25URSS9PW1AN	Remote Radio	
652CTM0497	M25URSS9PW1AN	Remote Radio	
652CTM0498	M25URSS9PW1AN	Remote Radio	
652CTM0499	M25URSS9PW1AN	Remote Radio	

652CTM0500	M25URS9PW1AN	Remote Radio	
652CTM0609	M25URS9PW1AN	Remote Radio	
652CTM0765	M25URS9PW1AN	Remote Radio	
652CTM0767	M25URS9PW1AN	Remote Radio	
652CTM0768	M25URS9PW1AN	Remote Radio	
652CTM0769	M25URS9PW1AN	Remote Radio	
652CTM0771	M25URS9PW1AN	Remote Radio	
652CTM0772	M25URS9PW1AN	Remote Radio	
652CTM0773	M25URS9PW1AN	Remote Radio	
652CTM0774	M25URS9PW1AN	Remote Radio	
652CTM0776	M25URS9PW1AN	Remote Radio	
652CTM0777	M25URS9PW1AN	Remote Radio	
652CTM0778	M25URS9PW1AN	Remote Radio	
652CTM0779	M25URS9PW1AN	Remote Radio	
652CTM0781	M25URS9PW1AN	Remote Radio	
652CTM0782	M25URS9PW1AN	Remote Radio	
652CTM0783	M25URS9PW1AN	Remote Radio	
755CTM0406	H98UCF9PW6BN	Portable Radio	
755CTM0409	H98UCF9PW6BN	Portable Radio	
755CTM0410	H98UCF9PW6BN	Portable Radio	
755CTM0413	H98UCF9PW6BN	Portable Radio	
755CTM0414	H98UCF9PW6BN	Portable Radio	
755CTM0415	H98UCF9PW6BN	Portable Radio	
755CTM0418	H98UCF9PW6BN	Portable Radio	
755CTM0420	H98UCF9PW6BN	Portable Radio	
755CTM0421	H98UCF9PW6BN	Portable Radio	
755CTM0428	H98UCF9PW6BN	Portable Radio	
755CTM0606	H98UCF9PW6BN	Portable Radio	
755CTM0607	H98UCF9PW6BN	Portable Radio	

755CTM0609	H98UCF9PW6BN	Portable Radio	
755CTM0610	H98UCF9PW6BN	Portable Radio	
755CTM0612	H98UCF9PW6BN	Portable Radio	
755CTM0614	H98UCF9PW6BN	Portable Radio	
755CTM0617	H98UCF9PW6BN	Portable Radio	
755CTM0618	H98UCF9PW6BN	Portable Radio	
755CTM0620	H98UCF9PW6BN	Portable Radio	
755CTM0624	H98UCF9PW6BN	Portable Radio	
755CTM0682	H98UCF9PW6BN	Portable Radio	
755CTM0683	H98UCF9PW6BN	Portable Radio	
755CTM0684	H98UCF9PW6BN	Portable Radio	
755CTM0687	H98UCF9PW6BN	Portable Radio	
755CTM0688	H98UCF9PW6BN	Portable Radio	
755CTM0696	H98UCF9PW6BN	Portable Radio	
755CTM0697	H98UCF9PW6BN	Portable Radio	
755CTM0698	H98UCF9PW6BN	Portable Radio	
755CTM0699	H98UCF9PW6BN	Portable Radio	
755CTM0702	H98UCF9PW6BN	Portable Radio	
755CTM0958	H98UCF9PW6BN	Portable Radio	
755CTM0967	H98UCF9PW6BN	Portable Radio	
755CTM0974	H98UCF9PW6BN	Portable Radio	
755CTM0975	H98UCF9PW6BN	Portable Radio	
755CTM0979	H98UCF9PW6BN	Portable Radio	
755CTM0980	H98UCF9PW6BN	Portable Radio	
755CTM0982	H98UCF9PW6BN	Portable Radio	
755CTM0985	H98UCF9PW6BN	Portable Radio	
755CTM0986	H98UCF9PW6BN	Portable Radio	
755CTM0996	H98UCF9PW6BN	Portable Radio	
755CTM1238	H98UCF9PW6BN	Portable Radio	

755CTM1246	H98UCF9PW6BN	Portable Radio	
755CTM1254	H98UCF9PW6BN	Portable Radio	
755CUV0687	H98UCF9PW6BN	Portable Radio	
755CUV0689	H98UCF9PW6BN	Portable Radio	
755CUV0691	H98UCF9PW6BN	Portable Radio	
755CUV0692	H98UCF9PW6BN	Portable Radio	
755CUV0693	H98UCF9PW6BN	Portable Radio	
755CUV0694	H98UCF9PW6BN	Portable Radio	
755CUV0695	H98UCF9PW6BN	Portable Radio	
755CUV0697	H98UCF9PW6BN	Portable Radio	
755CUV0698	H98UCF9PW6BN	Portable Radio	
755CUV0699	H98UCF9PW6BN	Portable Radio	

EXHIBIT 1

FORMS OF REPLACEMENT EQUIPMENT TRAVELER

(See Attached Orange County, NY DES – Portable Delivery Traveler)

(See Attached Orange County, NY DES – Mobile Installation Traveler)

(See Attached Orange County, NY DES – Control Station Mobile Installation Traveler)

Orange County, NY DES - Portable Delivery Traveler

Agency -

User Name -

UID-

Replacement Equipment

Serial Number -

Model Number -

Portable Name -

Category - Portable Remote Dual Head Remote Control Station

Leather Swivel Holster - 0

Single Unit Charger - 0

Leather Swivel Holster w/Strap - 0

Spare Battery - 0

Remote Speaker Microphone - 0

Bluetooth Wireless Remote Speaker Mic Kit - 0

Multi-Unit Charger - 0

Other -

Programming & Setup

Firmware Version -

MC File -

Programmed By -

Date Programmed:

Technician Sign-off - Customer acknowledges that radio is functional

Date:

County DES Comments

Notes:

Orange County, NY DES - Mobile Installation Traveler

Agency -
Physical Location -

Vehicle ID -
Year -
Make/Model -

Replacement Equipment

Serial Number -
Model Number -
Mobile Name -
Mobile Category - Remote Radio

- Mobile Microphone Bluetooth Gateway
Handset/Hangup Cup - HLN1457
- Portable Vehicle Charger 0
- Other -

Programming & Setup

Firmware Version:

MC File -

UID -

Programmed By -

Date Programmed:

Picked Up By -

Date:

Control Station Equipment

- Mag Mount Antenna
- Desktop Mic
- Power Supply

Signature of Receipt and Installation by Technician

Date:

County DES Comments

Notes:

Agency -
Physical Location -

Vehicle ID -
Year -

Replacement Equipment

Serial Number -
Model Number -
Mobile Name -

Category - Base Radio/Control Station

Mobile Microphone Bluetooth Gateway

Handset/Hangup Cup - HLN1457

Portable Vehicle Charger 0

Other -

Programming & Setup

Firmware Version:

MC File -

UID -

Programmed By -

Date Programmed:

Picked Up By -

Date:

Control Station Equipment

Mag Mount Antenna

Desktop Mic

Power Supply

Signature of Receipt and Installation by Technician

Date:

County DES Comments

Notes:

Make/Model -

SCHEDULE 2(b)

MOTOROLA ESSENTIAL SERVICE WARRANTY

19. Description of Warranty and Obligations. The Motorola Essential Service Warranty (“Essential Service”) is a prepaid service that includes coverage for internal and external components of Equipment damaged due to a manufacturer’s defect. Essential Service reduces unexpected expenses relating to the repair of the Equipment. Essential Service is comprised of: (a) technical support; and (b) Equipment repair with two-way shipping.

1.28 Remote Technical Support Coverage. Motorola or one of its subcontractors will respond to calls within two (2) hours during the support days. Support hours are 7am to 7pm U.S. central time x 5 business days per week, excluding US holidays, and weekends. In addition, Municipality may contact the Motorola Call Management Center (800-927-2744) and a Motorola representative will log a technical request on Motorola’s Case Management System 24x7 on Municipality’s behalf.

1.29 Technical Problem Isolation, Analysis and Resolution. A Motorola representative will: (a) Assess the nature of the problem; (b) Assist and perform problem determination; and (c) Work to achieve problem resolution.

1.30 Repair. Essential Service provides Municipality with repair services that employs the same test equipment and original Motorola components used in the manufacture of the Equipment. With Essential Service, the Equipment is repaired to ensure full compliance with its specifications, as published by Motorola at the time of delivery of the original Equipment via:

1.30.1 Repairs, adjustments and restorations, if appropriate, of any Equipment that malfunctions while being used within the operational and environmental parameters specified by Motorola.

1.30.2 Equipment updates, if applicable, as may be released, from time to time, by Motorola in accordance with an Engineering Change Notice.

20. Motorola Responsibilities.

2.1 Repair.

2.1.1 Portables – Motorola Repair Center Service. Motorola will provide repair or replacement of Portables, at its option, with a five (5) business day in-house turnaround time, provided the Portable is delivered to the repair center by 9:00 a.m. (local repair center time). Repair may include the replacement of parts, or boards with new parts or boards or, at Motorola’s option, with functionally equivalent, reconditioned parts, boards, or with a replacement device. All replaced parts, boards or Portables will become the property of Motorola. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance. Business days do not include US holidays or weekends.

2.1.2 Mobiles and Control Stations.

20.4.2.1 Mobile and Control Stations – Motorola Repair Center Service. Motorola will provide repair or replacement of Mobiles and Control Stations, at its option, with a five (5) business day in-house turnaround time, provided the Mobile and/or Control Station device is delivered to the repair center by 9:00 a.m. (local repair center time). Repair may include the replacement of parts, or boards with new parts or boards or, at Motorola’s option, with functionally equivalent, reconditioned parts, boards, or with a replacement device. All replaced parts, boards or Mobile and/or Control Station devices will become the property of Motorola. Turnaround time represents the time a product spends in the repair

process; it does not include time in transit, including customs clearance. Business days do not include US holidays or weekends.

20.4.2.2 Removal and Reinstallation of Mobiles and Control Stations to Facilitate Motorola Repair Center Service.

20.4.2.2.1 At No Cost to Municipality Subject to Exclusions. Essential Service does not include onsite repair service. Essential Service also does not cover the cost of uninstalling Mobiles and Control Stations from vehicles and dispatch stations or the reinstallation of such Equipment following Essential Service. Subject to the exclusions set forth in Section 4 of this Schedule 2(b) (entitled "*Limitations and Restrictions*"), to further facilitate interoperability by lessening downtime of Mobiles and Control Stations and expediting Warranty repairs of Mobiles and Control Stations, the County, at no cost to Municipality, will pay Motorola's authorized installer at the hourly rate set forth in the County's Motorola Contract to uninstall those Mobiles and Control Stations installed in Municipality's vehicles and/or dispatch stations and to reinstall such Mobiles and Control Stations following Essential Service onsite at Municipality's facility(ies) located in Orange County, New York.

20.4.2.2.2 Additional Costs to Municipality Due To Exclusions. If Municipality contacts Motorola's authorized installer for onsite service pursuant to Section 2.1.2.2.1 above, and Motorola's authorized installer determines that Essential Service is excluded as set forth in Section 4 of this Schedule 2(b) including, but not limited to, misuse of Equipment pursuant to Sections 4.1.5 and 4.1.7 or damage of Equipment pursuant to Sections 4.1.3, 4.1.4, 4.4.12 or 4.1.13, the Municipality shall be solely responsible for all costs and charges of Motorola's authorized installer for such onsite service in accordance with Motorola's standard Time and Materials (T&M) rates.

20.5 Shipping. Motorola will provide two-way shipping when Motorola On-Line (MOL), or MyView Portal is used to initiate a repair. A shipping label will be generated via MOL, MyView Portal, or by contacting the Motorola System Support Center ("Motorola SSC") to initiate the return process.

21 Municipality Responsibilities.

21.1 Serial Numbers. Essential Service requires the identification of Equipment by serial number(s). All Municipality's Equipment is identified by serial number on Schedule 2(a) to the Agreement. Municipality must provide Motorola a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under Essential Service.

21.2 Initiating Repair. When initiating a repair, Municipality must contact Motorola to obtain a Return Material Authorization (RMA) number for each faulty Equipment device. Municipality must label each package correctly with a shipping label generated via MOL, MyView Portal, or the Motorola SSC, and include a completed Return Material Authorization (RMA) for each Equipment device submitted.

21.3 Removing Municipality Data. Municipality is solely responsible for removing from the Equipment any data, or other information that Municipality wishes to destroy or retain prior to sending the Equipment for repair.

22 Limitations and Restrictions

22.1 Exclusions. Municipality will incur additional charges (which charges will not be covered by the County) at the prevailing rates for any of the following activities, which are not covered under the Essential Service:

- 22.1.2 Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, carrying cases;
 - 22.1.3 Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction;
 - 22.1.4 Repair of problems caused by third parties' software, accessories or peripherals not approved in writing by Motorola for use with the Equipment;
 - 22.1.5 Repair of problems caused by using the Equipment outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party;
 - 22.1.6 Repair of problems caused by unauthorized alterations or attempted repair;
 - 22.1.7 Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training;
 - 22.1.8 Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on Schedule 2(a) to the Agreement;
 - 22.1.9 Performance of any file backup or restoration;
 - 22.1.10 Completion and test of incomplete application programming or system integration if not performed by Motorola and specifically listed as covered under an agreement between the County and Motorola;
 - 22.1.11 Software release updates;
 - 22.1.12 Accidental damage, chemical or liquid damage, or other damage caused outside of normal Equipment operating specifications; and
 - 22.1.13 Cosmetic imperfections that do not affect the functionality of the Equipment.
- 22.2 **Software Support Excluded.** Software support for unauthorized modifications or other misuse of Equipment software is not covered.
- 22.3 **Additional Essential Service Exclusions.** Motorola is not obligated to provide support for any Equipment:
- 22.3.2 That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software), except by Motorola authorized service personnel;
 - 22.3.3 That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification; or
 - 22.3.4 If Municipality fails to comply with the obligations contained in applicable product purchase agreement(s) and/or the applicable software license agreement and/or Motorola terms and conditions of service.

22.4 Additional Costs to Municipality for Exclusions. Where Equipment is submitted for a repair that is outside the scope of Service, such repair may be quoted by Motorola for additional cost to Municipality (and no cost to the County) in accordance with Motorola's standard Time and Materials (T&M) rates and terms and conditions. Motorola will notify Municipality of any incremental charges related to the exclusions set forth in this Section 4 prior to completing the repair and said repair will be subject to acceptance of the quotation by Municipality

9. A. 1

**DEVELOPER'S AGREEMENT
SEMBLER/TREASURE NEW YORK JOINT VENTURE II AND TOWN OF NEWBURGH**

AGREEMENT made this 28th day of April, 2008, by and between the **TOWN OF NEWBURGH**, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York, 12550 (hereinafter "Town"), and **SEMBLER/TREASURE NEW YORK JOINT VENTURE II**, a Florida general partnership having an address at 5858 Central Avenue, St. Petersburg, Florida 33707 (hereinafter "Developer").

WITNESSETH

WHEREAS, Developer is the contract vendee purchasing real property in the Town of Newburgh, County of Orange, State of New York, consisting of approximately ±2.255 acres and shown on the Town of Newburgh Tax Map as Section 77, Block. 2, Lot 5 and Section 77, Block 2, Lot 3, (hereinafter the "Premises"), and

WHEREAS, Developer received conditional site plan approval from the Town of Newburgh Planning Board (hereinafter "Planning Board") on March 6, 2008 for the re-development of the Premises for a bank and a pharmacy as more fully described on the site plan prepared by BL Companies dated August 31, 2008, (hereinafter "Project"), and

WHEREAS, the Planning Board as Lead Agency under SEQRA issued a Negative Declaration for the Project on October 18, 2007 for the Project, and

WHEREAS, Developer has agreed to make a fair share contribution toward the cost of implementing certain improvements to the Gidney Avenue and Gardnertown Road intersection as more fully described in a proposed developer's agreement (hereinafter "Gardnertown Commons Agreement") between the Town and the applicant for a ±104 multi-family townhouse/condominium development known as the Gardnertown Commons residential project; and

WHEREAS, in accordance with condition No. 6 of the Planning Board's "Resolution of Site Plan Approval" for the Project, Developer is required, as a condition of approval, to enter into this Agreement effectuating its contribution offer; and

WHEREAS, pursuant to the Planning Board's Resolution of Approval, construction of the Project must be coordinated with construction on an adjoining property [Orange County Trust (07.03)], and the site plan approval for the neighboring project imposes a similar condition based upon the applicant's offer to make a fair share contribution toward the cost of implementing the improvements to the Gidney Avenue and Gardnertown Road intersection; and

WHEREAS, the Gardnertown Commons Agreement sets forth the fair share of Developer's cost for the Gidney Avenue and Gardnertown Road intersection improvements to be seventy-four thousand one hundred and 00/100 (\$74,100.00) dollars which is equal to 24.7% of the total projected traffic of 89 vehicles at the Gidney Avenue and Gardnertown Road as calculated in accordance with the contribution formula set forth in the Gardnertown Commons Agreement.

NOW THEREFORE, in consideration of the provisions set forth herein, Town and Developer agree as follows:

- 1) At the time of execution of this Agreement Developer shall pay to the Town the sum of seventy-four thousand one hundred and 00/100 (\$74,100.00) dollars to be applied by the Town toward the payment of Developer's fair share contribution for the Gidney Avenue and Gardnertown Road intersection improvements.
- 2) Upon the written request of Developer, the Town shall, within fifteen (15) business days of receipt of such request, provide an accounting of Developer's fair share contribution including disbursements and any additional sums that may be collected by Town in accordance with paragraph 7 below.
- 3) The Town acknowledges that Developer is assuming a substantial business risk in undertaking the Project. Completion of the Project depends on the successful construction and occupancy of the Project improvements by the bank tenant and the pharmacy tenant. Such construction and occupancy is by no means assured. Accordingly, for a period of one year from the date of this Agreement, and providing that the full amount of the fair share payment in paragraph 1 above has not been paid out in furtherance of the Gidney Avenue and Gardnertown Road intersection improvements and the Developer has not commenced construction of the Project improvements, the Town shall, within thirty (30) days of receipt of a written notice from the Developer stating that Developer is unable or unwilling to move forward with construction of the Project, which notice shall include a non-revocable affidavit stating that Developer has abandoned the Project and all approvals and permits issued for the Project are thereby surrendered to the Town, that no other party has an interest in said permits and approvals and that the Developer will defend, indemnify and hold the Town harmless from any claim of interest in the abandoned, surrendered approvals and permits, refund to Developer the all remaining amounts of the fair share contribution held by Town.

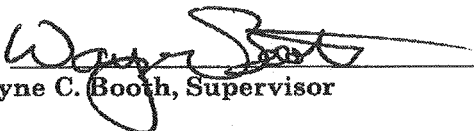
- 4) The execution of this Agreement by the Town and the Developer, and the receipt by the Town of Developer's payment as set forth in paragraph 1 above, shall be deemed complete fulfillment of condition number 6 of the Planning Board's "Resolution of Site Plan Approval" for the Project providing for the payment by Developer of the fair share contribution.
- 5) The Town agrees that Developer shall have no obligation other than the payment obligation set forth in Paragraph 1 above with respect to the Gidney Avenue and Gardnertown Road intersection improvements and shall not be required to undertake or to implement, in any way, any of the Gidney Avenue and Gardnertown Road intersection improvements, or to perform or do anything related to or arising out of said improvements including, but not limited to: design of the improvements; materials and supplies; labor; equipment; performance surety; general liability insurance; workman's liability insurance; securing governmental approvals and permits; professional certifications, surveys and mapping; and construction inspection(s). In addition, Developer shall have no obligation to provide any warranties or guarantees related to workmanship, labor, parts, materials or anything related to construction of the improvements or to the Town's acceptance of said improvements.
- 6) The Town shall indemnify, save, and hold harmless Developer against all liabilities, liens, damages, claims, and demands of any kind arising out of or related to the undertaking and implementation of the Gidney Avenue and Gardnertown Road intersection improvements, including reasonable attorney fees, except for liabilities, liens, damages, claims or demands arising out of or related to the Developer's negligence or willful misconduct.
- 7) The Town acknowledges and agrees that in accordance with the Planning Board's resolution of site plan approval, it will require the developer of the adjoining property [Orange County Trust (07.03)] to execute an agreement substantially similar to this Agreement providing for a fair share contribution toward the cost of implementing the improvements to the Gidney Avenue and Gardnertown Road intersection as calculated in accordance with the contribution formula set forth in the Gardnertown Commons Agreement.
- 8) This Agreement is in addition to and not in limitation of any other rights and remedies the Town may have by virtue of any other instrument, by law or

otherwise. This Agreement is executed in, and shall be construed in accordance with the laws of the State of New York.

- 9) This Agreement and its amendments may be executed in multiple counterparts with each counterpart to be deemed an original, but all multiple copies together constituting one and the same instrument.
- 10) The invalidity or unenforceability of any provision(s) of this Agreement will not affect the validity or enforceability of any other provision(s).
- 11) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 12) This Agreement constitutes the entire Agreement between the parties any may only be modified in writing.
- 13) The Developer shall not assign this agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

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

FOR TOWN OF NEWBURGH:

By: 
Wayne C. Booth, Supervisor

**For Sembler/Treasure New York Joint Venture II,
A Florida general partnership**

By: Sembler EDP Partnership #22, Ltd.,
A Florida limited partnership

By: Sembler Retail Inc., a Florida Corporation, its general partner

By: 
Gregory S. Sembler, President

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE)

On the 28th day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Wayne C. Booth**, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mark C Taylor
NOTARY PUBLIC

MARK C. TAYLOR
Notary Public, State of New York
Qualified in Orange County
#4949397
Commission Expires April 3, 2008

STATE OF FLORIDA)

SS.:

COUNTY OF Phillips)

On the 28th day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Greg S. Sembler**, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lealta Brummett
NOTARY PUBLIC



9.A.1
(add'l mat'l)

OFF-SITE IMPROVEMENT CONTRIBUTION AGREEMENT

AGREEMENT is made as of this _____ day of May, 2009 by and between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York, 12550 (hereinafter "Town"), and ORANGE COUNTY TRUST COMPANY, a New York banking corporation having an address at 212 Dolson Avenue, P.O. Box 790, Middletown, New York (hereinafter "Bank").

WITNESSETH

WHEREAS, Bank is the ground lessee of real property located on North Plank Road in the Town of Newburgh, County of Orange, State of New York, and shown on the Town of Newburgh Tax Map as Section 76, Block 2, Lots 1, 2 and 19 (hereinafter the "Premises"), and

WHEREAS, Bank received conditional site plan approval from the Town of Newburgh Planning Board (hereinafter the "Planning Board") on March 6, 2008 for the re-development of the Premises for a bank branch as more fully described on the site plan prepared by T. M. DePuy Engineering & Land Surveying, dated August 31, 2007 (hereinafter the "Project"), and

WHEREAS, the Planning Board as Lead Agency under SEQRA issued a Negative Declaration for the Project on _____, 2008 for the Project, and

WHEREAS, Bank has agreed to make a fair share contribution toward the cost of implementing certain improvements to the Gidney Avenue and Gardnertown Road intersection as more fully described in a proposed developer's agreement (hereinafter "Gardnertown Commons Agreement") between the Town and the applicant for a ±104 multi-family townhouse/condominium development known as the Gardnertown Commons residential project; and

WHEREAS, in accordance with condition No.6 of the Planning Board's "Resolution of Site Plan Approval" for the Project, Bank is required, as a condition of approval, to enter into this Agreement effectuating its contribution offer; and

WHEREAS, pursuant to the Planning Board's Resolution of Approval, construction of the Project must be coordinated with construction on an adjoining property by Sembler/Treasure

New York Joint Venture II, and the site plan approval for the neighboring project imposes a similar condition based upon the applicant's offer to make a fair share contribution toward the cost of implementing the improvements to the Gidney Avenue and Gardnertown Road intersection; and

WHEREAS, the Gardnertown Commons Agreement sets forth the fair share of Bank's cost for the Gidney Avenue and Gardnertown Road intersection improvements to be \$74,100, which is equal to 24.7%% of the total projected traffic of 89 vehicles at the Gidney Avenue and Gardnertown Road as calculated in accordance with the contribution formula set forth in the Gardnertown Commons Agreement.

NOW THEREFORE, in consideration of the provisions set forth herein, Town and Bank agree as follows:

- 1) At the time of execution of this Agreement Bank shall pay to the Town the sum of \$74,100 to be applied by the Town toward the payment of Bank's fair share contribution for the Gidney Avenue and Gardnertown Road intersection improvements.
- 2) Upon the written request of Bank, the Town shall, within fifteen (15) business days of receipt of such request, provide an accounting of Bank's fair share contribution including disbursements and any additional sums that may be collected by Town in accordance with paragraph 7 below.
- 3) The Town acknowledges that Bank is assuming a substantial business risk in undertaking the Project. Completion of the Project depends on the successful construction and occupancy of the Project improvements by the Bank. Such construction and occupancy is by no means assured. Accordingly, for a period of one year from the date of this Agreement, and providing that the full amount of the fair share payment in paragraph 1 above has not been paid out in furtherance of the Gidney Avenue and Gardnertown Road intersection improvements and the Bank has not commenced construction of the Project improvements, the Town shall, within thirty (30) days of receipt of a written

notice from the Bank stating that Bank is unable or unwilling to move forward with construction of the Project, which notice shall include a non-revocable affidavit stating that Bank has abandoned the Project and all approvals and permits issued for the Project are thereby surrendered to the Town, that no other party has an interest in said permits and approvals and that the Bank will defend, indemnify and hold the Town harmless from any claim of interest in the abandoned, surrendered approvals and permits, refund to Bank the all remaining amounts of the fair share contribution held by Town.

- 4) The execution of this Agreement by the Town and the Bank, and the receipt by the Town of Bank's payment as set forth in paragraph 1 above, shall be deemed complete fulfillment of condition number 6 of the Planning Board's "Resolution of Site Plan Approval" for the Project providing for the payment by Bank of the fair share contribution.
- 5) The Town agrees that Bank shall have no obligation other than the payment obligation set forth in Paragraph 1 above with respect to the Gidney Avenue and Gardnertown Road intersection improvements and shall not be required to undertake or to implement, in any way, any of the Gidney Avenue and Gardnertown Road intersection improvements, or to perform or do anything related to or arising out of said improvements including, but not limited to: design of the improvements; materials and supplies; labor; equipment; performance surety; general liability insurance; workman's liability insurance; securing governmental approvals and permits; professional certifications, surveys and mapping; and construction inspection(s). In addition, Bank shall have no obligation to provide any warranties or guarantees related to workmanship, labor, parts, materials or anything related to construction of the improvements or to the Town's acceptance of said improvements.
- 6) The Town shall indemnify, save, and hold harmless Bank against all liabilities, liens, damages, claims, and demands of any kind arising out of or related to the undertaking and implementation of the Gidney Avenue and

Gardnertown Road intersection improvements, including reasonable attorney fees, except for liabilities, liens, damages, claims or demands arising out of or related to the Bank's negligence or willful misconduct.

- 7) The Town acknowledges and agrees that in accordance with the Planning Board's resolution of site plan approval, it has heretofore required Sembler/Treasure New York Joint Venture II to execute a certain agreement, dated April 28, 2008, substantially similar to this Agreement providing for a fair share contribution toward the cost of implementing the improvements to the Gidney Avenue and Gardnertown Road intersection as calculated in accordance with the contribution formula set forth in the Gardnertown Commons Agreement.
- 8) This Agreement is in addition to and not in limitation of any other rights and remedies the Town may have by virtue of any other instrument, by law or otherwise. This Agreement is executed in, and shall be construed in accordance with the laws of the State of New York.
- 9) This Agreement and its amendments may be executed in multiple counterparts with each counterpart to be deemed an original, but all multiple copies together constituting one and the same instrument.
- 10) The invalidity or unenforceability of any provision(s) of this Agreement will not affect the validity or enforceability of any other provision(s).
- 11) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 12) This Agreement constitutes the entire Agreement between the parties any may only be modified in writing.
- 13) The Bank shall not assign this agreement without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

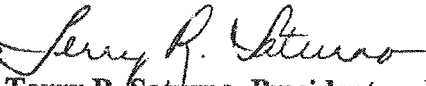
IN WITNESS WHEREOF, the parties hereto have signed on the day and year first above written.

FOR TOWN OF NEWBURGH:

By:

Wayne C. Booth, Supervisor

FOR ORANGE COUNTY TRUST COMPANY

By: 
Terry R. Saturno, President and CEO

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE)

On the _____ day of May, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Wayne C. Booth**, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE)

On the 12th day of May, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Terry R. Saturno**, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

TOWN OF NEWBURGH
TOWN ENGINEER

9A2
(page 2)

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *JWO*

DATE: November 5, 2019

RE: GARDNERTOWN COMMONS – INTERSECTION IMPROVEMENTS AT
GIDNEY AVENUE and GARDNERTOWN ROAD

I am in receipt of the following submittals from JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC (JMC) with respect to the above referenced matter.

1. Letter from Marc Petrero, PE of JMC dated 1 November 2019 stating that the traffic signal installation and intersection improvements at Gidney Avenue and Gardnertown Road are complete and in substantial conformance with the approved plans (attached).
2. *Highway As-Built Map* prepared by JMC dated 24 October 2019 and revised through 30 October 2019 showing the layout and equipment installation for the Intersection Improvement at Gidney Avenue and Gardnertown Road.
3. Approved Shop Drawings, Certified Test Results and Warranty Information for the Traffic Signal Equipment and Appurtenances.

Based on the submittal of this documentation and inspection of the work by Town personnel, I am recommending the following actions to the Town Board:

1. Authorize reimbursement to Farrell Building Co. from the Developer's Fees paid by Sembler Co. Inc. (Walgreen's site) and O.C. Trust Co. for their fair share contribution to the traffic signal installation and intersection

TO: Gilbert Piaquadio, Town Supervisor & Town Board
RE: Gardnertown Commons – Intersection Improvements at
Gidney Avenue and Gardnertown Road

November 5, 2019

Page 2

improvements. The Developer's Fees were \$74,100 respectively from each Developer not including accrued interest.

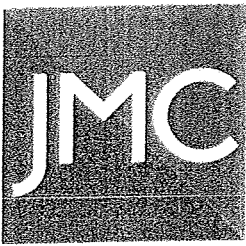
- 9A2 →
2. Approve release of the performance security in the amount of \$451,500 for intersection improvements at Gidney Avenue and Gardnertown Road upon submittal of a Maintenance Security in the amount of \$23,900 (ten percent of the permanent public improvements).

As both of the above require Town Board action, I am requesting that this 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

Attachment

cc: M. Taylor, Attorney
M. Hall, Highway Superintendent
G. Canfield, Code Compliance Supervisor
R. Clum, Accountant



Site Planning
Civil Engineering
Landscape Architecture
Land Surveying
Transportation Engineering

Environmental Studies
Entitlements
Construction Services
3D Visualization
Laser Scanning

November 1, 2019

Mr. James Osborne, P.E.
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

RE: JMC Project 15155
Gardnertown Commons
Gardnertown Road
Town of Newburgh, NY

Dear Mr. Osborne:

JMC has performed periodic observations of the construction of the proposed traffic signal and intersection improvements at the intersection of Gidney Avenue and Gardnertown Road. We have observed the completed construction as well as photographs of various stages of construction. We have also reviewed as-built survey information of the traffic signal and intersection improvements shown on JMC Drawing HWY AB-1 "Highway As-Built Map" revised 10/30/2019. Based on our observations, photographs, and as-built information, the proposed traffic signal equipment and intersection improvements at the intersection of Gidney Avenue and Gardnertown Road have been installed substantially in accordance with the approved intersection improvement drawings (JMC Drawings RP-1 thru RP-3) for the project.

Should you have any questions regarding the above, please do not hesitate to contact our office at (914) 273-5225.

Sincerely,

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC

Marc Petrero, PE, PTOE
Senior Project Manager

P:\2015\15155\ADMIN\Osborne 11-01-2019.docx

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM

10




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent 
DATE: November 4, 2019
RE: MEO 1A Employee's

I am requesting permission to be able to hire 2 Full time MEO 1A for the Highway Department, to replace the 2 MEO's, Howard Kramer and Tom Tompkins who have left in October & August 2019.

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

MH:ch
cc: Charlene Black, Personnel Department



11

Thank you for choosing ENGIE Resources as your electricity provider! We'd like to take a moment to welcome you to the family and let you know about a few things you can expect from us as a leading energy provider.

We're dedicated to customer service and price transparency. We also firmly believe that your monthly invoice should come to you with no surprises and that when you have questions, getting answers should be fast and easy. Our high billing accuracy rate – combined with the fact that the majority of our customers are extremely satisfied according to our recent survey results – reflects our dedication to making your service experience consistent, quick, accountable, and easy to manage. To help with this process, our care center office information is located at the bottom of this correspondence – feel free to reach out to us! Our offices are open Monday through Friday from 7 a.m. until 6 p.m. CST.

Additionally, we offer some important tools to help you make informed decisions. We're proud to deliver customers access to a wide range of information to help manage energy strategies over the long term. You'll find data on real-time pricing, historical pricing, and more on our website: www.engieresources.com.

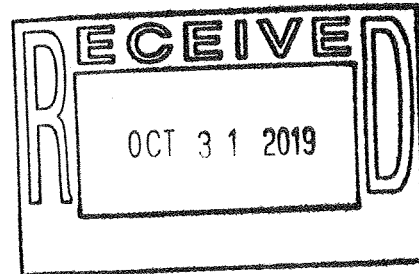
Lastly, we have a proven record of performance. We're committed to working with you over the course of your agreement to offer you customizable products and services to support your business goals. Most of our contracts are with repeat customers, so we know what it takes to earn – and to keep – your business. You can be certain we'll always go above and beyond to ensure we're meeting your expectations.

Please take a moment to find your fully executed contract for your records. Should you desire an original, please contact your ENGIE Resources representative.

We look forward to serving you and thank you once again for choosing ENGIE Resources as your preferred retail electricity provider.

Sincerely,

Sayun Sukduang
President & CEO
ENGIE Resources



<u>Payment Mailing Address</u> ENGIE Resources PO Box 9001025 Louisville, KY 40290-1025	
<u>Electronic Payments</u> Mellon Bank, Pittsburgh ABA: 031 000 037 Account Number: 8-086-282	<u>Written Correspondence</u> Please mail in a separate envelope to: ENGIE Resources PO Box 25225 LeHigh Valley, PA 18002-5225

ENGIE Resources
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
www.engieresources.com

ENGIE Resources Customer Care
Tel 1-888-232-6206
custserv@na.engie.com

MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 17th day of Oct, 2019 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE") and TOWN OF NEWBURGH ("Customer"). ENGIE and Customer are also referred to as "Party" and collectively as the "Parties."

SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation and the terms and conditions herein. Any conflict between the terms of this Agreement and an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should ENGIE fail to schedule the delivery of sufficient quantities of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.
- 1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price as specified in an applicable Sales Confirmation.
- 1.3 **Term.** This Agreement shall be effective on the Effective Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply until both Parties have fulfilled all obligations with respect to the underlying transactions. The termination of this Agreement does not terminate any Sales Confirmation executed pursuant to this Agreement.
- 1.4 **Billing and Payment.** Following the receipt of Utility Related Charges (as defined in the Sales Confirmation), ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice for the amount due for the preceding billing cycle. The invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data. Payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are determined to be owed to Customer shall be re-paid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. If ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 **Notices.** Notices and correspondence shall be in writing and delivered by regular or electronic mail, or similar means and deemed received on the date transmitted or delivered (after business hours on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may specify in writing to the other Party.
- 2.2 **Taxes.** Taxes means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.
- 2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall provide copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other with written notice requesting Performance Assurance in an amount determined in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance. In the event the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.
- 2.5 **Force Majeure.** Force Majeure means an event that is beyond the reasonable control of the claiming party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute or shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences. Nothing contained herein shall be

- 2.12 Modification. No amendment or modification will be enforceable unless reduced to writing and executed by the Parties.
- 2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights without the prior written consent of the other Party which shall not be unreasonably withheld. Any successor or assignee shall be subject to all the provisions of this Agreement to the same extent as though such were the original Party under this Agreement. An assignment shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
- 2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute, each Party will thoroughly investigate the matter and report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.
- 2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. If a change in law renders performance under this Agreement illegal, the Parties shall attempt to renegotiate this Agreement to comply with such change, and if unable, the Parties' obligations hereunder shall terminate upon the date the change in law becomes effective.
- 2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.
- 2.17 Misc. This Agreement and a Sales Confirmation executed in accordance with this Agreement constitute the entire agreement. There are no agreements or representations affecting the same subject matter other than those herein. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions remain effective and enforceable to the extent permitted by law. All confidentiality and indemnity rights survive the termination. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

Bankrupt means a petition or the commencement of a proceeding under a bankruptcy, insolvency, reorganization or similar law, makes an assignment or any general arrangement for the benefit of creditors, becomes insolvent (however evidenced), or has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day is 8:00 a.m. - 5:00 p.m. local time for the relevant Party (to whom the notice, payment or delivery is being sent to/received by) principal place of business.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity and any related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority.

Guarantor means an entity providing a guaranty of payment in favor of the other Party.

Interest Rate means the lesser of one and 1 ½ % per month or the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Product Type **Fixed Price**

Contract Price

\$ 0.05671 *MF*

The Contract Price does not include Taxes or Utility Related Charges. If a cost component is separately listed as an obligation in this Sales Confirmation (for example, Capacity, Congestion, RPS Compliance Fees, or Losses), such charge or cost is not included in the Contract Price. All prices may be modified due to a subsequent change in law, administrative regulation, or any fees or costs imposed by the NYISO or by a Governmental Authority, as further described in Section 2.15.

Contract Term

Start Date: Jan. 1 2020 End Date: Dec. 31, 2022 *MF*

Renewal Terms. In the event Customer does not timely exercise one of the options specified below in the Transaction Term section herein, service by ENGIE may continue hereunder following the End Date until the next available Utility Transfer Date following Customer's exercise of one of the above options or ENGIE's transfer of the accounts to the applicable default service provider, whichever occurs first (the "Post-Term Period"). For service during the Post-Term Period, in lieu of the Contract Price described in this Sales Confirmation, Customer shall pay ENGIE an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to Ancillary Services, installed (or unforced) capacity, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and are separately listed in the Customer invoice.

Right to Rescind. Per the New York Public Service Commission Uniform Business Practices, a commercial customer with account(s) classified by the utility as residential shall have the right to cancel this agreement within three (3) business days after receipt or execution, as applicable. To exercise this right, see the New York Consumer Statement in the Miscellaneous Section of this Sales Confirmation.

Early Termination Fee Calculation. As specified in Section 2.7 of the Master Agreement: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto. Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market.

Late Payment Fee. The rate of one and one half percent (1½%) (or maximum rate permitted by applicable law) multiplied by the past due balance.

Guaranteed Savings. None

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the default service provider. In the event Customer does not timely exercise an option, service by ENGIE may continue hereunder following the End Date (the "Post-Term Period"). For service during the Post-Term Period, Customer shall pay an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus all non-utility charges, including ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy. Taxes and Utility Related Charges are additional and are separately listed in the Customer invoice.

right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the applicable utility uses a "rate ready" billing system, the Contract Price during the Post-Term Period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

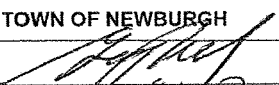

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic loss it incurred thereby. Any loss that ENGIE reasonably concludes is material shall be due from Customer. Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: TOWN OF NEWBURGH	ENGIE Resources LLC
Signature: 	Signature: 
Print Name: Gil Pragnadio	Print Name: Jay Bell

Vice President of Sales

Customer: TOWN OF NEWBURGH
 Effective Date: 10/16/2019
 Agreement #: 1-PM30PL,1
 PR #: 1-O0BDAA,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	LATTINTOWN RD AQUEDUCT	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8120570000	245	01/01/2020	12/31/2022
2	ROUTE 52/WINONA ROAD SEWER	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8320282500	235	01/01/2020	12/31/2022
3	SHADOWBROOK LANE PUMP HOUSE	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8385318801	115	01/01/2020	12/31/2022
4	FOSTERTOWN RD CONSOL WATER DIST NEWBURGH	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8655069000	205	01/01/2020	12/31/2022
5	NORTH PLANK RD PUMP STATION	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8656114800	205	01/01/2020	12/31/2022
6	343 ROUTE 32 FILTER PLANT	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8656121500	235	01/01/2020	12/31/2022
7	RT 300-CHADWICK LK	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8656124200	205	01/01/2020	12/31/2022
8	WINTERGREEN AVENUE SEWER	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8319216000	235	01/01/2020	12/31/2022
9	WEST MEADOW WIND/SARA LANE	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8647174201	205	01/01/2020	12/31/2022
10	BROOKER DRIVE	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8656072400	205	01/01/2020	12/31/2022
11	ROUTE 300 CHADWICK WATER PUMP	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8656123000	205	01/01/2020	12/31/2022
12	300 GARDNERTOWN ROAD	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8656163500	205	01/01/2020	12/31/2022
13	300 GARDNERTOWN ROAD POLICE	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8656163600	205	01/01/2020	12/31/2022
14	ROUTE 17K/FLETCHER DR SEWR DEPT NEWBURGH	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8682089500	235	01/01/2020	12/31/2022
15	UNKNOWN	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8671155501	235	01/01/2020	12/31/2022
16	ROUTE 17K SEWER DEPT	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8331164000	235	01/01/2020	12/31/2022
17	311 RTE 32 RD1 ENGINEERING DEPT NEWBURGH	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8656115000	200	01/01/2020	12/31/2022
18	FROZEN RIDGE RD CON WATER DEPT	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8384007500	235	01/01/2020	12/31/2022
19	NOB CIRCLE SEWER PLANT	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8386041000	235	01/01/2020	12/31/2022
20	MEADOW HILL ROAD	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8647084500	200	01/01/2020	12/31/2022
21	WINDWOOD DRIVE	NEWBURGH, NY 12550-2550	UNKNO WN	CENTHUD	Zone G - Hudson Valley	8647123000	205	01/01/2020	12/31/2022

Customer: TOWN OF NEWBURGH
 Effective Date: 10/16/2019
 Agreement #: 1-PM30PL,1
 PR #: 1-O0BDAA,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01
 Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
46	1486 RTE 300	NEWBURGH, NY 12550-2550	UNKNO WIN	CENTHUD	Zone G - Hudson Valley	8656155000	209	01/01/2020	12/31/2022

Contract Price (\$/KWh):	0.05671
Post Term Charge (\$/Kwh):	0.013

Customer: TOWN OF NEWBURGH
Effective Date: 10/16/2019
Agreement #: 1-PM30PL,1
PR #: 1-00BDAA,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Delivery Point: Zone G - Hudson
Valley

Aug	2022	288.51
Sep	2022	286.75
Oct	2022	306.55
Nov	2022	317.39
Dec	2022	341.57

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: _____

Print Name: GIL PIAZZA

Customer, please check this box if your accounts are tax exempt.
If tax exempt, please send your tax exemption certificates to custserv@na.engie.com
We cannot apply the tax exemption until we receive your certificates.



12A

TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344
FAX: (345) 561-2220

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: November 5, 2019

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

Totaling: \$2150.69

Feline: \$289.26

Canine: \$1861.43

**invoice 720602 "Dandelion" has been totally paid for with donation money

COPY

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: (345) 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
7/28/19	719602 ①			13.75
7/28/19	719609 ②			13.75
10/11/19	720682 ③			72.50
10/12/19	720774 ④			5855
10/15/19	721025 ⑤			89.71
10/22/19	721511 ⑥			41.00
TOTAL				289.26

① ✓
② ✓
③ ✓
④ ✓
⑤ ✓
⑥ ✓

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 289.26 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.

10/29/19
DATE

Dora M Cast
SIGNATURE

Office Manager
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date Authorized Official

APPROVAL FOR PAYMENT

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

Date Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



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

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

Printed: 09-28-19 at 2:18p
Date: 09-28-19
Account: 4417
Invoice: 719602

Date	For	Qty	Description	Price	Discount	Net Price
09-28-19	Herman 35k-19	1	Feline Rhino/Panleuk/Calici #1 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.	31.00	17.25	13.75 ** ✓
09-19-19	Siren 26k-19	1	Feline Leukemia Elisa Negative			0.00
09-19-19		1	FIV Elisa Negative			0.00
Total charges, this invoice...						13.75

**Total discount included: 17.25

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

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

②

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

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

Printed: 09-28-19 at 2:48p
Date: 09-28-19
Account: 4417
Invoice: 719609

Date	For	Qty	Description	Price	Discount	Net Price
09-28-19	Autumn 36k-19	1	Weight Monitoring			0.00
09-28-19		1	Feline Rhino/Panleuk/Calici #1	31.00	17.25	13.75

Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.

Total charges, this invoice... 13.75

**Total discount included: 17.25

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

Reminders for: **Autumn 36k-19** (Weight: 2.5 lbs - 11w) Last done

07/24	Consultation/Exam- Bi-annual
01/20	FECAL EXAM
11/19	Rabies/Purevax Feline 1yr
11/19	Spay your pet at 5-6 months
10/19	FVRCP Feline #2

Autumn 36k-19's weight history (in lbs)

09-28-19	2.47
----------	------

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Newburgh, NY 12550
845 564-2660



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

Printed: 11-05-19 at 10:33a
Date: 10-11-19
Account: 4417
Invoice: 720682

Date	For	Qty	Description	Price	Discount	Net Price
10-11-19	20k-19 Mischief	1	CONSULT / EXAM - Sick	69.50	37.75	31.75 **
10-11-19		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
10-11-19		0.20	Unasyn Inject / ml (outpatient)	30.80	15.40	15.40 **
10-11-19		20	Amoxicillin 50mg tab #263423			25.35
Total charges, this invoice...						72.50
**Total discount included: 53.15						

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

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INVOICE

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1716 Route 300
Newburgh, NY 12550
845 564-2660

(2)

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

Printed: 10-12-19 at 12:19p
Date: 10-12-19
Account: 4417
Invoice: 720774

Date	For	Qty	Description	Price	Discount	Net Price
10-12-19	40 & 41K	1	FeLV/FIV ELISA in hosp	120.00	71.50	48.50 **
10-12-19		1	Blood Draw Fee	20.10	10.05	10.05 **

Total charges, this invoice... 58.55 ✓
**Total discount included: 81.55

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

Reminders for: 40 & 41K	Last done
04/20	FECAL EXAM
02/20	Rabies/Purevax Feline 1yr
11/19	Feline Rhino/Panleuk/Calici #

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

paid for donation

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Newburgh Veterinary Hospital

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Newburgh, NY 12550
845 564-2660

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

Printed: 10-15-19 at 4:39p
Date: 10-15-19
Account: 4417
Invoice: 721025

Date	For	Qty	Description	Price	Discount	Net Price
10-15-19	Nebula 41k-19	1	CONSULT / EXAM - Sick	69.50	34.75	34.75 **
10-15-19		1	Pet Insurance Review			0.00 31.25
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
10-15-19		1	SUBCUTANEOUS-FLUIDS INJEC	55.00	27.50	27.50 ** ✓
10-15-19		1	Revolution 0-5lb Mauve Pup/Kit sin	17.50	6.78	10.72 ** ✓
10-15-19		1	Pro Pectalin Gel 15ml #263661	23.60	12.76	10.84 ** ✓
10-15-19		0.20	Vitamin B12 Inject /ml	17.79	8.89	8.90 ** ✓

Total charges, this invoice... 92.71
**Total discount included: 90.68

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

Reminders for: Nebula 41k-19

Last done

09/24	Consultation/Exam- Bi-annual
09/20	Pro-Heart 12 (51-100lbs)
09/20	Pro-Heart 12 (26-50lbs)
09/20	Pro-Heart 12 (1-25lb)
03/20	HEARTWORM TEST
03/20	FECAL EXAM
01/20	CAN NE RABIES / 1YEAR
01/20	Spay your pet at 5-6 months
11/19	Canine Kennel Cough Vacc -1 ye
10/19	VANGUARD PUPPY 5 #1

Doctor's Instructions

SUBCUTANEOUS FLUIDS INJECTION

We have administered subcutaneous fluids to your pet - you may note a lump or bumps under the skin. This is normal, and will dissipate as fluids are absorbed.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



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

Printed: 11-05-19 at 10:33a
Date: 10-22-19
Account: 4417
Invoice: 721511

Date	For	Qty	Description	Price	Discount	Net Price
10-21-19	Starla 43C-19	1	FeLV/ FIV Elisa SA260	94.00	53.00	41.00 **
10-22-19		1	FIV Elisa Negative			0.00
10-22-19		1	Feline Leukemia Elisa Negative			0.00

Total charges, this invoice... 41.00

**Total discount included: 53.00

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

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COPY

TOWN OF NEWBURGH

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS Net 30 Days

Canine pg 1

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
9/26/19	719410 ①			180.86
9/26/19	719438 ①			227.72
9/27/19	719525 ③			9.41
9/28/19	719597 ③			9.80
10/5/19	720240 ③			10.19
10/5/19	720241 ③			9.36
10/5/19	720243 ③			212.53
10/7/19	720369 ③			43.00
10/9/19	720593 ③			24.80
10/10/19	720602 ③			763.21
10/18/19	721224 ①			16.50
10/18/19	721225 ②			33.12
TOTAL				

180.86
227.72
9.41
9.80
10.19
9.36
212.53
43.00
24.80
763.21
16.50
33.12
 ①
③
③
③
③
③
③
③
③
③
①
②

See total on page 2

CLAIMANT'S CERTIFICATION

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

DATE _____
SIGNATURE _____
TITLE _____

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date _____ Authorized Official _____

APPROVAL FOR PAYMENT

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

Date _____ Auditing Board _____

TOWN OF NEWBURGH

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Canine Pg 2

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
10/22/19	721510 (13)			15.50
0/23/19	721585 (19)			129.83
0/24/19	721715 (15)			160.04
			TOTAL	1861.43

(13) -
(19) -
(15) ✓

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 1861.43 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.

10/29/19
DATE

Dora M Cast
SIGNATURE

Office Mgr
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date Authorized Official

APPROVAL FOR PAYMENT

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

Date Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



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

Printed: 10-02-19 at 9:31a
Date: 09-26-19
Account: 19984
Invoice: 719410

Date	For	Qty	Description	Price	Discount	Net Price
09-23-19	Percy (mange) 9	1	FECAL PARASITE SCREEN + Gia	48.50	33.00	15.50 **
09-23-19		1	Total Health-CBC/Chem/UA/T4 SA210.00		105.00	105.00 **
	Chemistry 27		Complete blood count/differential			
			Urinalysis			
			Thyroid function testing			
			Specimen collection			
			Veterinarian interpretation +/- consult			
09-23-19		42	Apoquel 16mg individual tablets #2	91.98	28.98	63.00 **
09-23-19		10	Ciprofloxacin 500mg tablets #2626	25.95	22.59	3.36 **
Total charges, this invoice...						186.86 ✓
**Total discount included: 189.57						

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

Reminders for: **Percy (mange) 9/7/19** (Weight: 42.5 lbs - Last done

09/21	Consultation/Exam- Bi-annual	
09/20	lyme, HW, Ehrlichia Accu Plus4(A)	09-09-19
03/20	FECAL EXAM	09-23-19
03/20	Canine Kennel Cough Vacc -1 ye	
03/20	Neuter your pet at 5-6 months	
09/17	Pro-Heart 12 (26-50lbs)	
09/17	Pro-Heart 12 (1-25lb)	
09/17	Pro-Heart 12 (51-100lbs)	
01/17	CANINE RABIES / 1YEAR	
12/16	CANINE DIST/A2/PI/PARVOLEPTO1Y	

Next appointment for **Percy (mange) 9/7/19** Qty

10-07-19 **At:** 10:30a **With:** D. Tech

Treatments: CONSULT / EXAM - Followup 1

Percy (mange) 9/7/19's weight history (in lbs)

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

Printed: 09-26-19 at 4:28p
Date: 09-26-19
Account: 19984
Invoice: 719438

②

Date	For	Qty	Description	Price	Discount	Net Price
09-26-19	Percy (mange) 9	1	CONSULT / EXAM - Followup	44.00	22.00	22.00 ** ✓
09-26-19		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
09-26-19		1	Lime-Sulfur Dip-4 oz	26.50	19.94	6.56 **
09-26-19		1	Dip - Lime-Sulfur add-on			28.00 †
09-26-19		1	BATH Basic 36-54#			47.50
09-26-19		3	Dexamethasone Inject / ml Outpati	40.30	20.15	20.15 **
09-26-19		1	Cytology In Hospital	70.50	35.25	35.25 **
Veterinarian Interpretation +/- Consult						
09-26-19		1	Nexgard 24-60lb L single	20.00	0.80	19.20 **
09-26-19		1	Revolution K9 40.1-85lb Teal singl	20.50	8.24	12.26 **
09-26-19		42	Doxycycline Hyclate Tablets 100m	46.95	16.71	30.24 **
09-26-19		1	Lime-Sulfur Dip-4 oz #262818	26.50	19.94	6.56 **
Total charges, this invoice...						227.72 ✓
**Total discount included: 143.03						

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

Reminders for: **Percy (mange) 9/7/19** (Weight: 42.5 lbs - Last done

09/21	Consultation/Exam- Bi-annual	
09/20	lyme,HW,Ehrlichia Accu Plus4(A)	09-09-19
03/20	FECAL EXAM	09-23-19
03/20	Canine Kennel Cough Vacc -1 ye	
03/20	Neuter your pet at 5-6 months	
09/17	Pro-Heart 12 (26-50lbs)	
09/17	Pro-Heart 12 (1-25lb)	
09/17	Pro-Heart 12 (51-100lbs)	
01/17	CANINE RABIES / 1YEAR	

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

Printed: 11-05-19 at 10:31a
Date: 09-27-19
Account: 19984
Invoice: 719525

Date	For	Qty	Description	Price	Discount	Net Price
09-27-19	Percy (mange) 9	28	Ciprofloxacin 500mg tablets #2628	41.07	31.66	9.41 **

Total charges, this invoice... 9.41

**Total discount included: 31.66

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

Reminders for: **Percy (mange) 9/7/19** (Weight: 54.0 lbs - Last done)

09/21	Consultation/Exam- Bi-annual	
10/20	CANINE RABIES / 3 YEAR	
10/20	CanineDist/Aden/Para/Parvo/Lep	
09/20	lyme,HW,Ehrlichia Accu Plus4(A)	09-09-19
03/20	FECAL EXAM	09-23-19
03/20	Canine Kennel Cough Vacc -1 ye	
09/17	Pro-Heart 12 (1-25lb)	
09/17	Pro-Heart 12 (51-100lbs)	
09/17	Pro-Heart 12 (26-50lbs)	

Percy (mange) 9/7/19's weight history (in lbs)

11-01-19	54.00
09-07-19	42.50

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845 564-2660



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

Printed: 11-05-19 at 1:27p
Date: 09-28-19
Account: 19984
Invoice: 719597

Date	For	Qty	Description	Price	Discount	Net Price
09-28-19	Dandy Lion 66-19	1	Antirobe AquaDrops (25mg/ml) #26	33.15	23.79	9.36 **

Total charges, this invoice... 9.36

**Total discount included: 23.79

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

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

Printed: 10-05-19 at 2:37p
Date: 10-05-19
Account: 19984
Invoice: 720240

Date	For	Qty	Description	Price	Discount	Net Price
10-02-19	Percy (mange) 9	1	Optixcare Eye Lube Plus #263055	22.00	11.81	10.19 **

Total charges, this invoice...

10.19 ✓

**Total discount included: 11.81

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

Reminders for: **Percy (mange) 9/7/19** (Weight: 42.5 lbs - Last done

09/21	Consultation/Exam- Bi-annual	
09/20	lyme,HW,Ehrlichia Accu Plus4(A)	09-09-19
03/20	FECAL EXAM	09-23-19
03/20	Canine Kennel Cough Vacc -1 ye	
03/20	Neuter your pet at 5-6 months	
09/17	Pro-Heart 12 (26-50lbs)	
09/17	Pro-Heart 12 (1-25lb)	
09/17	Pro-Heart 12 (51-100lbs)	
01/17	CANINE RABIES / 1YEAR	
12/16	CANINE DIST/A2/PI/PARVOLEPTO1Y	

Next appointment for **Percy (mange) 9/7/19** Qty

10-07-19	At: 10:30a With: D. Tech	
	Treatments: CONSULT / EXAM - Followup	1

Percy (mange) 9/7/19's weight history (in lbs)

09-07-19	42.50
----------	-------

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

Printed: 10-05-19 at 2:38p
Date: 10-05-19
Account: 19984
Invoice: 720241

Date	For	Qty	Description	Price	Discount	Net Price
10-03-19	Dandylion 66-19	1	Antirobe AquaDrops (25mg/ml) #26	33.15	23.79	9.36 **

Total charges, this invoice...

9.36 ✓

**Total discount included: 23.79

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

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

Printed: 10-05-19 at 2:48p
Date: 10-05-19
Account: 19984
Invoice: 720243

Date	For	Qty	Description	Price	Discount	Net Price
10-05-19	Tinkerbelle 76-1	1	CONSULT / EXAM - Sick	69.50	38.25	31.25 ✓
10-05-19		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
10-05-19		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	110.00	69.75	40.25 ✓
10-05-19		60	Doxycycline Hyclate Tablets 100m	59.55	16.35	43.20 *c ✓
10-05-19		1	Zoonoses			0.00
Discussed Zoonotic potential of intestinal parasites- in particular roundworms.						
10-05-19		1	Total Healthw/well-CBC/Che/UA/T	160.00	80.00	80.00 ** ✓
	Chemistry CBC Urinalysis Thyroid profile					
10-05-19		1	Drontal dewormer 136 mg / tablet #	50.55	32.72	17.83 *t ✓

Total charges, this invoice... 212.53
**Total discount included: 237.07

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

Reminders for:	Tinkerbelle 76-19 (Weight: 55.0 lbs - 9y)	Last done
10/20	lyme,HW,Ehrlichia Accu Plus4(A)	10-05-19
04/20	FECAL EXAM	
04/20	Canine Kennel Cough Vacc -1 ye	
10/15	Consultation/Exam- Bi-annual	

Tinkerbelle 76-19's weight history (in lbs)

10-05-19	55.00
----------	-------

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



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

Printed: 10-07-19 at 10:01a
Date: 10-07-19
Account: 19984
Invoice: 720369

Date	For	Qty	Description	Price	Discount	Net Price
10-07-19	Percy (mange) 9	1	CONSULT / EXAM - Followup	44.00	22.00	22.00 **✓
10-07-19		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
10-07-19		1	Douxo ChlorhexPS+Climb Mousse	39.50	18.50	21.00 **✓
Total charges, this invoice...						43.00
**Total discount included: 40.50						

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

Reminders for: **Percy (mange) 9/7/19** (Weight: 42.5 lbs - Last done)

09/21	Consultation/Exam- Bi-annual	
09/20	lyme,HW,Ehrlichia Accu Plus4(A)	09-09-19
03/20	FECA_ EXAM	09-23-19
03/20	Canine Kennel Cough Vacc -1 ye	
03/20	Neute your pet at 5-6 months	
09/17	Pro-Heart 12 (26-50lbs)	
09/17	Pro-Heart 12 (1-25lb)	
09/17	Pro-Heart 12 (51-100lbs)	
01/17	CANINE RABIES / 1YEAR	
12/16	CANINE DIST/A2/PI/PARVOLEPTO1Y	

Percy (mange) 9/7/19's weight history (in lbs)

09-07-19 42.50

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

Printed: 10-09-19 at 6:49p
Date: 10-09-19
Account: 19984
Invoice: 720593

Date	For	Qty	Description	Price	Discount	Net Price
10-08-19	Percy (mange) 9	1	Otic- Posatex 15gm #263307	59.00	24.20	34.80 **✓

Total charges, this invoice... 34.80

**Total discount included: 24.20

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

Reminders for: **Percy (mange) 9/7/19** (Weight: 42.5 lbs - 3Last done)

09/21	Consultation/Exam- Bi-annual	
09/20	lyme,HW,Ehrlichia Accu Plus4(A)	09-09-19
03/20	FECAL EXAM	09-23-19
03/20	Canine Kennel Cough Vacc -1 ye	
03/20	Neuter your pet at 5-6 months	
09/17	Pro-Heart 12 (26-50lbs)	
09/17	Pro-Heart 12 (1-25lb)	
09/17	Pro-Heart 12 (51-100lbs)	
01/17	CANINE RABIES / 1YEAR	
12/16	CANINE DIST/A2/PI/PARVOLEPTO1Y	

Percy (mange) 9/7/19's weight history (in lbs)

09-07-19	42.50
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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 10-10-19 at 9:53a
Date: 10-10-19
Account: 19984
Invoice: 720602

Date	For	Qty	Description	Price	Discount	Net Price
10-09-19	Dandy on 66-19	1	Weight Monitoring			0.00
10-09-19		1	Comprehensive Dental Assessmen			100.00 ✓
10-09-19		1	-I.V.Cath. /subcut fluids during surg	88.50	88.50	0.00 **
10-09-19		1	Scaling/Polishing (Ultrasonic)Grade260	260.00	260.00	0.00 **
	Individual tooth evaluation					
	Gingival pocket scaling/cleaning					
	Ultrasonic polish all teeth DENTAL DISCHARGE INSTRUCTIONS					
10-09-19		1	Anesthesia- Sevofluorane	290.00	170.25	119.75 ** ✓
10-09-19		0.06	BuprenorphineSR Inject/ml in hosp			36.30
10-09-19		0.10	Metacam Inject / ml (hosp)	32.29	16.15	16.14 ** ✓
10-09-19		0.20	-MidazolamInject Control log / ml			0.00
10-09-19		0.45	Convenia Inject / ml Hosp	54.52	27.26	27.26 ** ✓
10-09-19		0.15	TelazolInject Control Log / ml			0.00
10-09-19		1	Extract Incisor (Simple)			50.00
10-09-19		3	Extract PM/Molar/Gingival Flap/Sut	360.00	210.00	150.00 **
10-09-19		1	Extract Simple/ Non Surgical			50.00
10-09-19		3	Consil Synthetic Bone Graft Applica	330.00	155.00	175.00 **
10-09-19		1	Metacam 0.5mg/ml Oral Susp 15ml	49.50	25.74	23.76 **
10-09-19		1	Amoxicillin/ Clavulanate 62.5mg x	27.55	12.55	15.00 **

Total charges, this invoice... 763.21
**Total discount included: 965.45

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

Reminders for: **Dandy lion 66-19** (Weight: 9.3.lbs - 2y) Last done

08/22	Consultation/Exam- Bi-annual	
08/20	lyme,HW,Ehrlichia Accu Plus4(A)	08-29-19
08/20	CANINE RABIES / 3 YEAR	
08/20	CanineDist/Aden/Para/Parvo/Lep	

paid for w/ done Nov 10

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

Printed: 10-18-19 at 3:36p
Date: 10-18-19
Account: 19984
Invoice: 721224

(11)

Date	For	Qty	Description	Price	Discount	Net Price
10-18-19	Cookie 83-19	1	CANINE RABIES / 1YEAR	38.00	19.00	19.00 **

Total charges, this invoice...

**Total discount included: 19.00

~~19.00~~

16.50

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

Reminders for: **Cookie 83-19**

Last done

10/20	CANINE RABIES / 3 YEAR
04/20	Spay your pet at 5-6 months
04/20	Canine Kennel Cough Vacc -1 ye
04/20	FECAL EXAM
10/14	Consultation/Exam- Bi-annual

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

Printed: 10-18-19 at 3:37p
Date: 10-18-19
Account: 19984
Invoice: 721225

Date	For	Qty	Description	Price	Discount	Net Price
10-11-19	Dandylicon 66-19	1	Metacam 0.5mg/ml Oral Susp 15ml	49.50	25.74	23.76 **
10-11-19		1	Antirobe AquaDrops (25mg/ml) #26	33.15	23.79	9.36 **
Total charges, this invoice...						33.12 ✓

**Total discount included: 49.53

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

Reminders for: Dandylicon 66-19 (Weight: 9.3 lbs - 2y)	Last done
08/22 Consultation/Exam- Bi-annual	
08/20 Lyme,HW,Ehrlichia Accu Plus4(A)	08-29-19
08/20 CANINE RABIES / 3 YEAR	
08/20 CanineDist/Aden/Para/Parvo/Lep	
08/20 Canine Kennel Cough Vacc -1 ye	08-29-19
02/20 FECAL EXAM	
02/20 Spay your pet at 5-6 months	

Next appointment for Dandylicon 66-19	Qty
10-23-19 At: 8:30a With: Surgery-Dental	

Dandylicon 66-19's weight history (in lbs)

10-09-19 9.30

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Newburgh, NY 12550
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Printed: 11-05-19 at 10:32a
Date: 10-22-19
Account: 19984
Invoice: 721510

Date	For	Qty	Description	Price	Discount	Net Price
10-21-19	Jack 81-19	1	FECAL PARASITE SCREEN + Gia	48.50	33.00	15.50 **
10-22-19		1	No Ova Seen			0.00

Total charges, this invoice... 15.50

**Total discount included: 33.00

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

Printed: 11-05-19 at 10:32a
Date: 10-23-19
Account: 19984
Invoice: 721585

Date	For	Qty	Description	Price	Discount	Net Price
10-22-19	Chuckie 84-19	1	CONSULT / EXAM - Sick	69.50	38.25	31.25 **
10-22-19		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
10-22-19		1	FECAL PARASITE SCREEN + Gia	48.50	33.00	15.50 **
10-22-19		0.40	Cerenia Inject / ml Outpatient	36.64	18.32	18.32 **
10-22-19		1	Baytril Inject / ml Outpatient	34.50	17.25	17.25 **
10-22-19		0.20	Dexamethasone Inject / ml Outpati	40.02	20.01	20.01 **
10-22-19		1	SUBCUTANEOUS FLUIDS INJEC	55.00	27.50	27.50 **
Total charges, this invoice...						129.83
**Total discount included: 154.33						

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

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

Printed: 10-24-19 at 11:08a
Date: 10-24-19
Account: 19984
Invoice: 721715

Date	For	Qty	Description	Price	Discount	Net Price	
10-23-19	Dandyllion 66-19	1	Anesthesia Complication Pre med with Hydro, induced with Telazole. Induction was very smooth. As we moved into sx suites, noticed severe sinus arrythmia. (120/80) P was maintained on Iso 2 as all other vitals were normal. Gradually became bradycardiac (60-70) with apnic. Turned p down to Iso 0.5, giving breath every 6-10sec. Since there was no improvement, gave Atropine 0.8mL IM. HR came back up about 5-7min to 120 about 1 min, then started declined again to 70s with occasional AV block. RR came back to 10-20. Maintained to Iso 0.5 until p started panting and heart rate came back to 120 then Iso was increased to 1.5. AV block resolved after about 10min as p was lightened up from anesthesia. Blood Pressure was all normal during anesthesia. Recovery was all smooth besides hypothermia (95.1). FW: 10-23-19 at 2:03p:				0.00
10-23-19		1	OHE Canine - Town of Newburgh			149.75	
10-23-19		0.13	Hydromorphone 2mg/ml Inject/ml	31.44	31.44	0.00 **	
10-23-19		0.45	Penicillin G Inject / ml (in hosp)	30.29	30.29	0.00 **	
10-23-19		0.50	Vetprofen Tablets 25mg Individual	17.86	17.86	0.00 **	
10-23-19		0.09	TelazolInject Control Log / ml			0.00	
10-24-19		1	-I.V.Cath. /subcut fluids during surg	88.50	44.25	44.25 **	
10-24-19		0.80	Atropine Inject / ml Hosp	32.08	16.04	16.04 **	

Total charges, this invoice...

**Total discount included: 139.88

99.75
~~149.75~~
160.01

210.04

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

Reminders for: **Dandyllion 66-19** (Weight: 9.3 lbs - 2y) Last done

08/22	Consultation/Exam- Bi-annual	
08/20	lyme,HW,Ehrlichia Accu Plus4(A)	08-29-19
08/20	CANINE RABIES / 3 YEAR	
08/20	CanineDist/Aden/Para/Parvo/Lep	

12B



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 Vet Services Utilizing T-94 Account

Date: November 5, 2019

I am requesting authorization to use the T-94 account to pay for Vet service: Flannery Animal Hospital

Totaling: \$50.70

Feline:

Canine: \$50.70



VCA Flannery Animal Hospital PC
789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

COPY

Dr. Osepa | Date: 10/25/2019 at 06:17 | Invoice: 834861245 | Cashier: Jean T

Client	Patient
Town Of Newburgh. 2019 Animal Control (#53233) 645 Gidney Ave Newburgh, NY 12550	2019-10-23 Red Pit Bull (#125005) Species: Canine (Terrier, Pit Bull) Sex: Male Intact Color: Red And White Birth: 10/23/2018 Age: 1y Weight:

Detailed Visit Information					
Date	Description	Qty	Price	Tax	Total Price
10/23/2019	Boarding Animal Control	1.00	\$30.70	\$2.49	\$33.19

Subtotal: \$33.19
non taxable - 2.49
 30.70

Invoice Summary			
Patient Name	Total Price	Total Tax	Total Due
2019-10-23 Red Pit Bull	\$30.70		

Prev Balance:	\$0.00
Total Due:	\$ 30.70
Amount Paid:	\$0.00
Amount Due:	

#85-19
Desiel



VCA Flannery Animal Hospital PC
 789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Winter | Date: 10/30/2019 at 12:30 | Invoice: 834862250 | Cashier: Marchelle S

Client	Patient
Town Of Newburgh. .2019 Animal Control (#53233)	10-29 German Shepard (#125153)
645 Gidney Ave Newburgh, NY 12550	Species: Canine () Sex: Female Color: Birth: Age: Weight:

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
10/29/2019	Rabies Vaccine 1yr Canine	1.00	\$40.00	-\$20.00	\$0.00	\$20.00

Subtotal: \$20.00

Discounts	Shelters/PetStore	-\$20.00
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Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
10-29 German Shepard	\$40.00	-\$20.00	\$0.00	\$20.00

	Total Due:	\$20.00
--	------------	---------

86-19
 nka



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

Date: 10/30/19

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

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

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

Reason why the budget transfer is needed Additional funds are needed in the tire budget.

From: Account Number: 11040.452 Amount: \$5,000.00
Account Description: Contact Repairs Amount: _____

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

To: Account Number: 11040.453 Amount: \$5,000.00
Account Description: Tires Amount: _____

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

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

[Signature]
Department Head Signature

[Signature]
Gil Piaquadio, Town Supervisor

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

Attorney-Client privileged
MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2018);
YYY PROPERTIES LLC (1 Nancy Lane, 12 Clarion Court, 27
Vermont Drive and 10 Marian Drive)
OUR FILE NO. 800.24

DATE: November 6, 2019

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

ATTORNEYS

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

M. J. Rider
(1906-1958)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Consent Order and Judgment and a chart showing the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Each of the parcels that were the subject of the assessment challenge contains a single family residence. The settlement provides for a reduction in assessment for 2017, 2018 and 2019 for only the 10 Marian Drive parcel, the assessment to remain unchanged for the other three parcels for the years grieved. Also enclosed are maps showing the location of the tax parcels which are the subject of the proceedings.

The settlement provides for reduction in the assessed value of the 10 Marian Drive parcel (Section 42 Block 7 Lot 11) for 2017 by \$6,050 from \$62,900 to \$56,850 and for 2018 and 2019 by \$6,800 from \$62,900 to \$56,100. The Consent Order and Judgment specifies that the provisions of RPTL Section 727 applies to this property, meaning that the 3 year hold on Assessed Value, subject to the statutory exceptions and on further petitions will be in place. The charts indicate that the refund liability for the Town (including Highway but not including special districts and the Fire District) for the reductions would be approximately \$289.89.

Also attached is a proposed resolution which would authorize the Settlement.

cc: Hon. Joseph P. Pedi, Town Clerk
Lori Coady, Assessor (via e-mail)
Deborah Smith, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)



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

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

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

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

www.joneshacker.com

November 4, 2019

VIA E-MAIL - mtaylor@riderweiner.com

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

PLEASE REPLY TO:

Latham

Re: YYY Properties v. Town of Newburgh
Index Nos. EF005059-2017, EF007357-2018 & EF005773-2019
Our File No. 5018.139

Dear Mr. Taylor:

Attached please find the proposed Consent Order and Judgment relative to the 2017, 2018 and 2019 above-referenced proceedings. There are currently three (3) years pending. The subject properties are residential properties.¹

In 2017, the petitioner filed on 1 Nancy Lane (tax map #73-17-2), 12 Clarion Court (tax map #85-1-14) and 10 Marian Drive (tax map #42-7-11). In 2018, the petitioner filed on 10 Marian Drive (#42-7-11) and 27 Vermont Drive (#105-10-8). In 2019, the petitioner filed on 10 Marian Drive (#42-7-11). The assessed values for 1 Nancy Lane, 12 Clarion Court and 27 Vermont Drive shall be confirmed as assessed and will remain unchanged for all years grieved. The only property that remains in dispute is 10 Marian Drive.

The FMV of the property located at 10 Marian Drive is \$182,636 in 2017, \$185,000 in 2018 and \$195,342 in 2019. After an outside inspection of the property, review of the online listing for sale and a preliminary appraisal prepared by the Assessor's Office, a proposed settlement was negotiated and the assessment is to be reduced to a FMV of \$165,070 in 2017, \$165,000 in 2018 and \$174,224 in 2019. The 2019 assessed value will be held for the statutory three (3) year freeze in 2020, 2021 and 2022 subject to the usual exceptions. Lori and I feel that this is a good settlement.

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

I have attached for your review a copy of the refund liability charts, which show the potential liability versus the proposed settlement refund liability.

¹ A Petition was filed in 2016 (Index No. EF004484-2016) but was discontinued and a Stipulation of Discontinuance was filed with the Court on January 17, 2017.

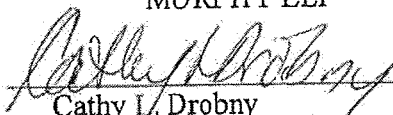
Mark C. Taylor, Esq.
Rider, Weiner & Frankel, P.C.
November 4, 2019
Page 2

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By:



Cathy L. Drobny

cdrobny@joneshacker.com

Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Lori Coady, Assessor
Gilbert Piaquadio, Supervisor

At an IAS Part of the Supreme Court of the State of New York, held for the County of Orange, at Goshen, New York.

P R E S E N T:

Justice.

-----x
In the Matter of the Application of
YYY PROPERTIES LLC,

Petitioner,

-against-

THE TOWN OF NEWBURGH, A Municipal
Corporation, its Assessor and Board of Review,
Respondents.

**CONSENT
ORDER and JUDGMENT**

Index No. EF005059-2017
EF007357-2018
EF005773-2019

For a review under Article 7 of the Real Property Tax Law of the State of New York of the 2017, 2018 and 2019 assessments of certain real property situated in Respondent, Municipal Corporation, located in the County of Orange, State of New York.

-----x
Petitioner having heretofore served and filed Notices of Petition and Petitions to review the assessments made by the Town of Newburgh for the assessment years 2017, 2018 and 2019 upon certain property located in the Town of Newburgh and designated upon the tax maps and assessment rolls of the Town of Newburgh as Section 42, Block 7, Lot 11; and

Petitioner having heretofore served and filed a Notice of Petition and Petition to review the assessments made by the Town of Newburgh for the assessment year 2018 upon certain property located in the Town of Newburgh and designated upon the tax maps and assessment rolls of the Town of Newburgh as Section 105, Block 10, Lot 8; and

Petitioner having heretofore served and filed a Notice of Petition and Petition to review the assessments made by the Town of Newburgh for the assessment year 2017 upon certain property located in

the Town of Newburgh and designated upon the tax maps and assessment rolls of the Town of Newburgh as Section 85, Block 1, Lot 14; and Section 73, Block 17, Lot 2: and

The issues of these proceedings having duly come before an IAS part of this Court, and Petitioner having appeared by Bleakley Platt & Schmidt, LLP, Hugh D. Fyfe, of Counsel, and Respondents having appeared by E. Stewart Jones Hacker Murphy LLP, Cathy L. Drobny, Esq., of Counsel, and the parties having agreed to a settlement of these proceedings;

Now, upon the consent of the parties as indicated by the signatures of the attorneys for each of the respective parties indicated hereon, and due deliberation having been had thereon, it is hereby:

ORDERED, ADJUDGED and DETERMINED that the assessment on the property designated upon the tax maps and assessment rolls of the Town of Newburgh as Section 73, Block 17, Lot 2 for assessment year 2017; which assessment was: Land \$8,200; Total \$66,600; shall be and hereby is confirmed; and

ORDERED, ADJUDGED and DETERMINED that the assessment on the property designated upon the tax maps and assessment rolls of the Town of Newburgh as Section 85, Block 1, Lot 14 for assessment year 2017; which assessment was: Land \$7,500; Total \$46,500; shall be and hereby is confirmed; and

ORDERED, ADJUDGED and DETERMINED that the assessment on the property designated upon the tax maps and assessment rolls of the Town of Newburgh as Section 105, Block 10, Lot 8 for assessment year 2018; which assessment was: Land \$7,600; Total \$80,100; shall be and hereby is confirmed; and

ORDERED, ADJUDGED and DETERMINED that the assessment on the property designated upon the tax maps and assessment rolls of the Town of Newburgh as Section 42, Block 7, Lot 11 for assessment years 2017, 2018 and 2019; which assessments were:

<u>Assessment Year</u>	<u>Land</u>	<u>Improvement</u>	<u>Total</u>
2017	\$ 7,400	\$ 55,500	\$ 62,900
2018	\$ 7,400	\$ 55,500	\$ 62,900
2019	\$ 7,400	\$ 55,000	\$ 62,900

shall be, and hereby are, amended and reduced so that the final assessed values of said property on said assessment rolls shall be as follows:

<u>Assessment Year</u>	<u>Total</u>	<u>Reduction</u>
2017	\$ 56,850	\$ 6,050
2018	\$ 56,100	\$ 6,800
2019	\$ 56,100	\$ 6,800

and it is further

ORDERED, ADJUDGED and DETERMINED that the officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Newburgh shall make or cause to be made upon the proper books and records of said Town, the entries, changes and corrections necessary to conform said assessments to such revised and reduced valuations; and it is further

ORDERED, ADJUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the County of Orange the amounts, if any, paid as Town, County and Town and County Special District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York provided, however, if said refund is paid by the County of Orange within sixty (60) days of service upon the Commissioner of Finance of the County of Orange of a copy of this Order, together with a Demand for Payment, said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the Newburgh School District the amounts if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if said assessments had been made as determined herein together with interest as provided by the respective laws of the State of New York provided, however, if said refund is paid by the Newburgh School District within sixty (60) days of service

upon the School District of a copy of this Order, together with a Demand for Payment, said refund shall be paid without interest; and it is further

ORDERED, ADJUDGED and DETERMINED that the refunds herein above directed to be paid shall be paid by check or draft payable to the order of BLEAKLEY PLATT & SCHMIDT, LLP, as attorneys for Petitioner, who are to hold the proceeds as trust funds for appropriate distribution and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law Section 475; and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, and that there are no costs or disbursements awarded to, by or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

Dated:

ENTER

Justice, Supreme Court

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

Bleakley Platt & Schmidt, LLP

Hugh D. Platt

Bleakley Platt & Schmidt, LLP
Attorneys for Petitioner
One North Lexington Avenue
PO Box 5056
White Plains, NY 10602-5056
(914) 949-2700

E. Stewart Jones Hacker Murphy LLP
Attorneys for Respondent
7 Airport Park Boulevard
Latham, NY 12110
(518) 274-5820

YYY Properties v. Newburgh

Year	Parcel Number	Assessed Value	Claimed		Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate		Refund Liability
			Assessed Value	Value					County	Town	
2017	42-7-11	\$ 62,900	\$ 34,000	\$ 34,000	34.44%	\$ 182,636	\$ 98,722	\$ 28,900	County	11.1261	\$ 321.54
									Town	9.2118	\$ 266.22
									Highway	5.2743	\$ 152.43
									Fire-Cr	4.4900	\$ 129.76
									Sp.Dist.	1.9316	\$ 55.82
									Library	3.472455	\$ 100.35
2017	85-1-14	\$ 46,500	\$ 34,000	\$ 34,000	34.44%	\$ 135,017	\$ 98,722	\$ 12,500	School	75.922863	\$ 2,194.17
									County	11.1261	\$ 139.08
									Town	9.2118	\$ 115.15
									Highway	5.2743	\$ 65.93
									Fire-Mi	3.7273	\$ 46.59
									Sp.Dist.	1.9316	\$ 24.15
2017	73-17-2	\$ 66,600	\$ 51,000	\$ 51,000	34.44%	\$ 193,380	\$ 148,084	\$ 15,600	Library	3.472455	\$ 43.41
									School	75.922863	\$ 949.04
									County	11.1261	\$ 173.57
									Town	9.2118	\$ 143.70
									Highway	5.2743	\$ 82.28
									Fire-GW	6.0405	\$ 94.23
2018	105-10-8	\$ 80,100	\$ 34,000	\$ 34,000	34.00%	\$ 235,588	\$ 100,000	\$ 46,100	Sp.Dist.	4.6515	\$ 72.56
									Library	3.472455	\$ 54.17
									School	75.922863	\$ 1,184.40
									County	11.0305	\$ 508.51
									Town	9.4132	\$ 433.95
									Highway	5.4584	\$ 251.63
2018	42-7-11	\$ 62,900	\$ 51,000	\$ 51,000	34.00%	\$ 185,000	\$ 150,000	\$ 11,900	Fire-Cr	4.5661	\$ 210.50
									Sp.Dist.	1.8203	\$ 83.92
									Library	3.410414	\$ 157.22
									School	73.757176	\$ 3,400.21
									County	11.0305	\$ 131.26
									Town	9.4132	\$ 112.02
								Highway	5.4584	\$ 64.95	
								Fire-Cr	4.5661	\$ 54.34	
								Sp.Dist.	1.8203	\$ 21.66	
								Library	3.410414	\$ 40.58	
								School	73.757176	\$ 877.71	

YYY Properties v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2019	42-7-11	\$ 62,900	\$ 34,000	32.20%	\$ 195,342	\$ 105,590	\$ 28,900	County	\$ 318.78
								Town	\$ 272.04
								Highway	\$ 157.75
								Fire-Cr	\$ 131.96
								Sp.Dist.	\$ 52.61
								Library	\$ 99.38
							Newburgh	School	\$ 2,101.59
								COUNTY	\$ 771.59
								TOWN	\$ 650.28
								HIGHWAY	\$ 375.13
								FIRE	\$ 316.06
								SP. DIST.	\$ 130.09
								LIBRARY	\$ 240.32
								SCHOOL	\$ 5,173.48
								TOTAL	\$ 7,656.94

YYY Properties v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2017	42-7-11	\$ 62,900	\$ 56,850	34.44%	\$ 182,636	\$ 165,070	\$ 6,050	County	11.1261 \$ 67.31
								Town	9.2118 \$ 55.73
								Highway	5.2743 \$ 31.91
								Fire-Cr	4.4900 \$ 27.16
								Sp.Dist.	1.9316 \$ 11.69
								Library	3.472455 \$ 21.01
2017	85-1-14	\$ 46,500	\$ 46,500	34.44%	\$ 135,017	\$ 135,017	Newburgh	School	75.922863 \$ 459.33
								County	11.1261 \$ -
								Town	9.2118 \$ -
								Highway	5.2743 \$ -
								Fire-Mi	3.7273 \$ -
								Sp.Dist.	1.9316 \$ -
2017	73-17-2	\$ 66,600	\$ 66,600	34.44%	\$ 193,380	\$ 193,380	Newburgh	Library	3.472455 \$ -
								School	75.922863 \$ -
								County	11.1261 \$ -
								Town	9.2118 \$ -
								Highway	5.2743 \$ -
								Fire-GW	6.0405 \$ -
2018	105-10-8	\$ 80,100	\$ 80,100	34.00%	\$ 235,588	\$ 235,588	Newburgh	Sp.Dist.	4.1306 \$ -
								Library	3.472455 \$ -
								School	75.922863 \$ -
								County	11.0305 \$ -
								Town	9.4132 \$ -
								Highway	5.4584 \$ -
2018	42-7-11	\$ 62,900	\$ 56,100	34.00%	\$ 185,000	\$ 165,000	\$ 6,800	Fire-Cr	4.5661 \$ 75.01
								Sp.Dist.	1.8203 \$ 64.01
								Library	3.410414 \$ 37.12
								School	73.757176 \$ 31.05
								County	11.0305 \$ 12.38
								Town	9.4132 \$ 23.19
							Highway	5.4584 \$ 501.55	
							Fire-Cr	4.5661 \$ -	
							Sp.Dist.	1.8203 \$ -	
							Library	3.410414 \$ -	
							School	73.757176 \$ -	

YYY Properties v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2019	42-7-11	\$ 62,900	\$ 56,100	32.20%	\$ 195,342	\$ 174,224	\$ 6,800	County	\$ 75.01
								Town	\$ 64.01
								Highway	\$ 37.12
								Fire-Cr	\$ 31.05
								Sp. Dist.	\$ 12.38
								Library	\$ 23.38
							Newburgh	School	\$ 494.49
								COUNTY	\$ 217.33
								TOWN	\$ 183.75
								HIGHWAY	\$ 106.14
								FIRE-CR	\$ 89.26
								SP. DIST.	\$ 36.44
								LIBRARY	\$ 67.58
								SCHOOL	\$ 1,455.37
								TOTAL	\$ 2,155.89

LEGEND

1	RESIDENTIAL
2	COMMERCIAL
3	INDUSTRIAL
4	AGRICULTURAL
5	UNDEVELOPED
6	WATER
7	WOODLAND
8	FOREST
9	WETLANDS
10	WATERWAYS
11	ROADS
12	RAILROADS
13	UTILITIES
14	BOUNDARIES
15	ADJOINING JURISDICTION

ORANGE COUNTY - NEW YORK



TOWN OF NEWBURGH
 34460
 Scale: 1" = 100'
 Section No. 73

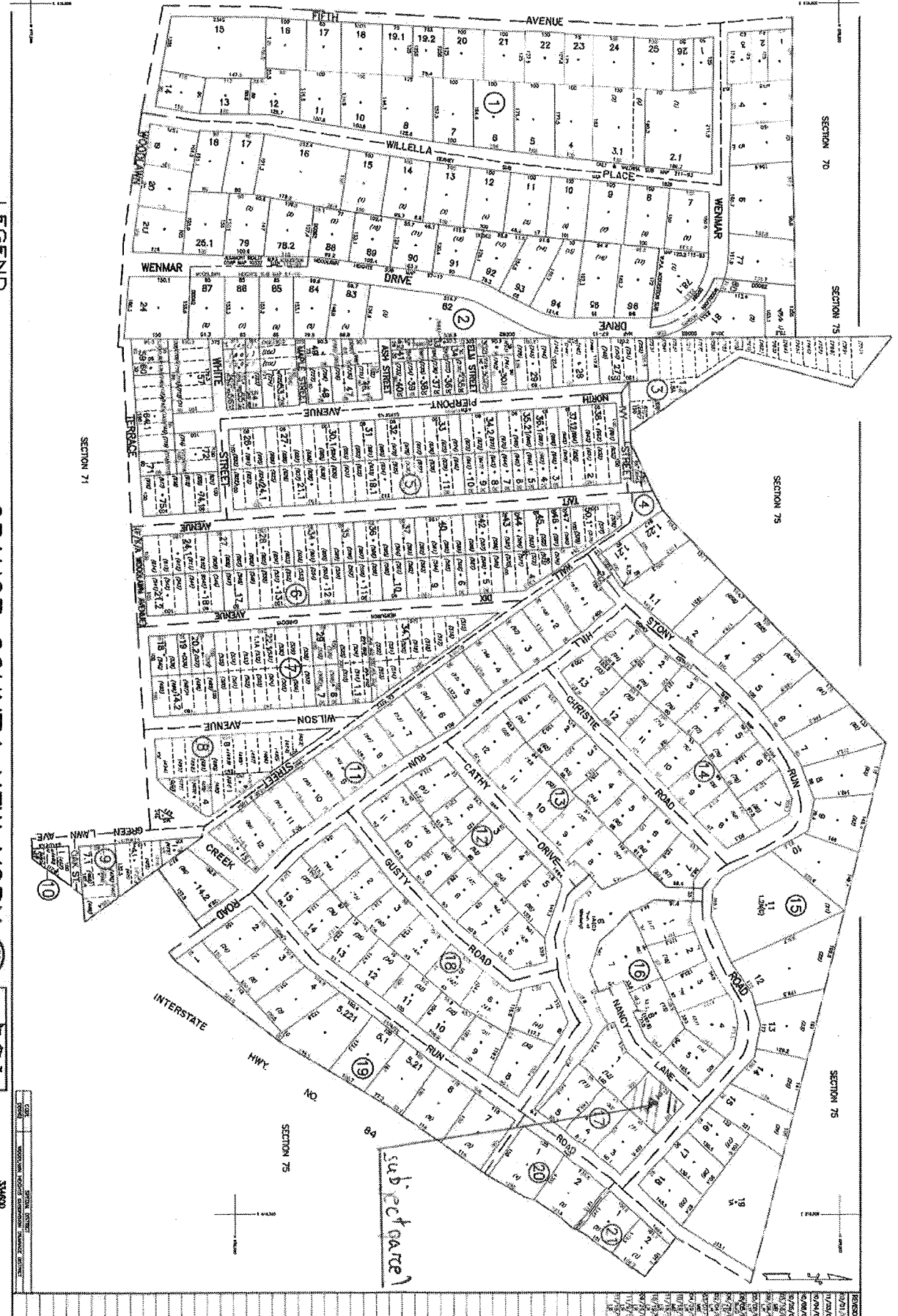




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Residential
Property Info
Owner/Sales
Inventory
Improvements
Tax Info
Report
Comparables

Municipality of Newburgh			
SWIS:	334600	Tax ID:	73-17-2
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Taxable
Address:	1 Nancy Ln		
Property Class:	210 - 1 Family Res	Site Property Class:	210 - 1 Family Res
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zonning Code:	-	Bldg. Style:	Split Level
Neighborhood:	40813 -	School District:	Newburg
Property Description:	Lt 13 Gidney Est		
Total Acreage/Size:	102 x 120	Equalization Rate:	---
Land Assessment:	2019 - \$8,200	Total Assessment:	2019 - \$66,600
Full Market Value:	2019 - \$206,800		
Deed Book:	14310	Deed Page:	1515
Grid East:	618158	Grid North:	979096
Bank Code:	C080496		
Special Districts for 2019			
Description	Units	Percent	Type Value
FD029-Goodwill fire	0	0%	0
LT004-Consol It	0	0%	0
WD001-Consol wtr 1	0	0%	0

Photographs

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Municipality of Newburgh				
SWIS:	334600	Tax ID:	73-17-2	
Ownership Information				
Name		Address		
Daniel P Mills		1 Nancy Ln Newburgh NY 12550		
Sale Information				
Sale Date	Price	Property Class	Sale Type	Prior Owner
10/23/2017	\$185,500	210 - 1 Family Res	Land & Building	YYY Properties, LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	14310	1515
Sale Date	Price	Property Class	Sale Type	Prior Owner
9/1/2016	\$59,851	210 - 1 Family Res	Land & Building	Juras, Andrew J
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	14105	1943

Photographs

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Subject piece

LEGEND

PLAT	1722	DATE	1/17/00
BOOK	1722	TOWN	NEWBURGH
SECTION	84	CITY	NEWBURGH
LOT	2	ACREAGE	2.14(0)
OWNER	[Name illegible]		
PROPERTY TAX	[Amount illegible]		

ORANGE COUNTY-NEW YORK

TOWN OF NEWBURGH

Scale 1" = 100' Section No. 85



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TAX MAP 2019



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Comparables

Municipality of Newburgh			
SWIS:	334600	Tax ID:	85-1-14
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Taxable
Address:	12 Clarion Ct		
Property Class:	210 - 1 Family Res	Site Property Class:	210 - 1 Family Res
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zonning Code:	-	Bldg. Style:	Ranch
Neighborhood:	40121 -	School District:	Newburg
Property Description:	Legal description not given for property		
Total Acreage/Size:	74 x 108	Equalization Rate:	---
Land Assessment:	2019 - \$7,500	Total Assessment:	2019 - \$46,500
Full Market Value:	2019 - \$144,400		
Deed Book:	14452	Deed Page:	995
Grid East:	625905	Grid North:	978663
Bank Code:	C030230		
Special Districts for 2019			
Description	Units	Percent	Type Value
FD025-Middlehope fire	0	0%	0
LT004-Consol It	0	0%	0
WD001-Consol wtr 1	0	0%	0

Photographs

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Photo

Photo 1 of 4 ← →

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Documents

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- Inventory
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- Comparables

Municipality of Newburgh

SWIS:	334600	Tax ID:	85-1-14	
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Ownership Information

Name	Address
Martine Menard	12 Clarion Ct Newburgh NY 12550

Sale Information

Sale Date	Price	Property Class	Sale Type	Prior Owner
8/22/2018	\$170,000	210 - 1 Family Res	Land & Building	YYY Properties, LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	14452	995

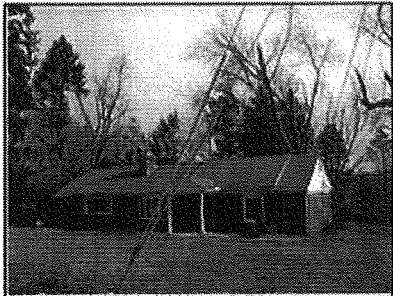
Sale Date	Price	Property Class	Sale Type	Prior Owner
8/7/2017	\$68,000	210 - 1 Family Res	Land & Building	Shepardson, Terry L
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	14274	271

Sale Date	Price	Property Class	Sale Type	Prior Owner
4/3/2003	\$167,000	210 - 1 Family Res	Land & Building	Brown, Charles T III
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	11040	1501

Sale Date	Price	Property	Sale	Prior Owner

Photographs

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Photo 1 of 4

←
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Municipality of Newburgh			
SWIS:	334600	Tax ID:	105-10-8
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Taxable
Address:	27 Vermont Dr		
Property Class:	210 - 1 Family Res	Site Property Class:	210 - 1 Family Res
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Raised Ranch
Neighborhood:	40113 -	School District:	Newburg
Property Description:	Lt 2 Blk F Wedgewood Pk		
Total Acreage/Size:	121 x 165	Equalization Rate:	—
Land Assessment:	2019 - \$7,600	Total Assessment:	2019 - \$80,100
Full Market Value:	2019 - \$248,800		
Deed Book:	14462	Deed Page:	35
Grid East:	620191	Grid North:	984452
Bank Code:	C020440		
Special Districts for 2019			
Description	Units	Percent	Type Value
FD008-Cronomer vly fire	0	0%	0
LT004-Consol It	0	0%	0
WD001-Consol wtr 1	0	0%	0

Photographs

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Photo 1 of 6

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Property Info
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Municipality of Newburgh				
SWIS:	334600	Tax ID:	105-10-8	
Ownership Information				
Name		Address		
Joe E Rabe		27 Vermont Dr Newburgh NY 12550		
Amy B Rabe		27 Vermont Dr Newburgh NY 12550		
Sale Information				
Sale Date	Price	Property Class	Sale Type	Prior Owner
7/20/2018	\$243,000	210 - 1 Family Res	Land & Building	YYY Properties LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	No	Yes	14462	35
Sale Date	Price	Property Class	Sale Type	Prior Owner
4/24/2018	\$136,000	210 - 1 Family Res	Land & Building	Vieiro, Mary Jo
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	14396	1147
Sale Date	Price	Property Class	Sale Type	Prior Owner
11/21/2012	\$0	210 - 1 Family Res	Land & Building	Vieiro, Michael A
	Value Usable	Arms Length	Deed Book	Deed Page

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Municipality of Newburgh

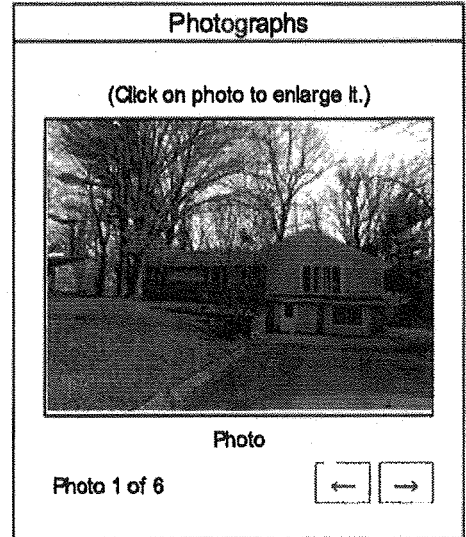
SWIS:	334600	Tax ID:	42-7-11
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Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	10 Marian Dr		
Property Class:	210 - 1 Family Res	Site Property Class:	210 - 1 Family Res
Ownership Code:			
Site:	Res 1	In Ag. District:	No
Zonning Code:	-	Bldg. Style:	Ranch
Neighborhood:	40413 -	School District:	Newburg
Property Description:	Lt 5 Blk B Hy		
Total Acreage/Size:	100 x 163	Equalization Rate:	—
Land Assessment:	2019 - \$7,400	Total Assessment:	2019 - \$62,900
Full Market Value:	2019 - \$195,300		
Deed Book:	14096	Deed Page:	1604
Grid East:	619509	Grid North:	983761
Bank Code:	N/A		

Special Districts for 2019

Description	Units	Percent	Type	Value
FD008-Cronomer vly fire	0	0%		0
LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0



Pictometry Connect

Documents

No documents found for this parcel

Maps

Map Disclaimer



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

Municipality of Newburgh				
SWIS:	334600	Tax ID:	42-7-11	
Ownership Information				
Name		Address		
YYY Properties LLC		P.O. Box 518 Chester NY 10918		
Sale Information				
Sale Date	Price	Property Class	Sale Type	Prior Owner
8/10/2016	\$98,139	210 - 1 Family Res	Land & Building	LaLane, Gregoire
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	14096	1604
Sale Date	Price	Property Class	Sale Type	Prior Owner
1/7/2005	\$240,000	210 - 1 Family Res	Land & Building	Clogston, Michelle
	Value Usable	Arms Length	Deed Book	Deed Page
	No	Yes	11781	1956
Sale Date	Price	Property Class	Sale Type	Prior Owner
3/13/2003	\$0	210 - 1 Family Res	Land & Building	CLOGSTON MICHELLE
	Value Usable	Arms Length	Deed Book	Deed Page
	No	No	11040	627

Photographs

(Click on photo to enlarge it.)

Photo

Photo 1 of 6 ← →

Pictometry Connect

Documents

No documents found for this parcel

Maps

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DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of November, 2019 at 7:00 o'clock p.m. ;

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL's #73-17-2, 85-1-14, 105-10-8 and 42-7-
11
YYY PROPERTIES LLC
(1 NANCY LANE, 12 CLARION COURT,
27 VERMONT DRIVE AND 10 MARIAN
DRIVE)
INDEX NUMBERS; EF005059-2017,
EF007357-2018 AND EF005773-2019

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

WHEREAS, YYY Properties LLC (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of the following parcels, each containing a single family residence: Tax Parcel Section 73-Block 17-Lot 2 at 1 Nancy Lane on the tax assessment roll for the tax year 2017; Tax Parcel Section 85-Block 1-Lot 14 at 12 Clarion Court on the tax assessment roll for the tax year 2017; Tax Parcel Section 105-Block 10-Lot 8 at 27 Vermont Drive on the tax assessment roll for the tax year 2018 and Tax Parcel Section 42-Block 7-Lot 11 at 10 Marian Drive on the tax assessment roll for the tax years 2017, 2018 and 2019 ; and

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

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

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

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

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

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

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

The resolution was thereupon declared duly adopted.



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TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓
Town Board

From: Charlene M Black, Personnel

Date: November 4, 2019

Re: Code Compliance Officer

Gerald Canfield, Code Compliance Supervisor would like to offer Thomas Hoeffner the full time position of Code Compliance Officer. He is immediately reachable on the canvas list and I have verified with Orange County Service that he is. His salary will be \$19.00 per hour with a start date of full time November 12th, we can have him ready for the full time position by November 18th.

Thank you in advance.

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Thomas Hoefner

DEPARTMENT: Code

TITLE OF POSITION: Code Compliance Officer

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$ 19.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3620-001

PROPOSED HIRE DATE: 11/18/19

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

11/7/19
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT**

COPY TO ACCOUNTING DEPARTMENT
5-22-2017