

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

WORKSHOP MEETING AGENDA
Monday, November 25, 2019
7:00 p.m.

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. APPROVAL OF AUDIT**
- 6. PUBLIC HEARING (7:00 p.m.): Roseton Hills Sewer District Increased Cost of Improvements**
- 7. RESOLUTION: Public Safety Emergency Radios**
- 8. DATA PROCESSING: Purchase of Computer for Recreation Department**
- 9. ENGINEERING:**
 - A. North Fletcher Drive Water Main Extension – Senate Initiative Grant Contract**
 - B. Water Department – Renewal of Management and Operations Contract**
 - C. Amended Subdivision Plan for Rock Cut estates**
- 10. Certiorari Settlement: Meadow Hill LLC**
- 11. Water Rates: Schedule Public Hearing**
- 12. ACCOUNTING:**
 - A. Budget Adjustments**
 - B. Completed Capital Projects**
- 13. ANIMAL CONTROL: T-94 Withdrawal**
- 14. WATER DEPARTMENT: Budget Transfers**
- 15. HIGHWAY DEPARTMENT: Approval to Promote Two Employees**
- 16. EXECUTIVE SESSION:**
 - A. Hiring an Employee after Retirement**
 - B. Possible Litigation Over Easement**
- 17. ADJOURNMENT**

GJP; jpp
Second Draft – November 22, 2019 at 12:55 9.m.



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

MEMORANDUM

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: ESTABLISHMENT OF ROSETON HILLS SEWER DISTRICT
OUR FILE NOS. 801.____, 802.114, 800.263; 800.1(C)(73)(2006);
800.1(B)(2019)

DATE: NOVEMBER 20, 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)

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Enclosed for the Town Board's consideration following the close of the public hearing scheduled for November 25, 2019 in connection with the establishment of the Roseton Hills Sewer District is the following draft Order:

PUBLIC INTEREST ORDER IN THE MATTER OF THE PROPOSED INCREASE (PURSUANT TO SECTION 209-H OF THE TOWN LAW) IN THE MAXIMUM AMOUNT AUTHORIZED TO BE EXPENDED IN CONNECTION WITH ESTABLISHMENT OF THE ROSETON HILLS SEWER DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

Please note that the Order is subject to permissive referendum and accordingly Notice must be published and posted within 10 days of the date of adoption of the Order and it will not take effect until 30 days have expired without the submission of a petition for referendum.

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

MCT/sel

Enc.

cc: Joseph P. Pedi, Town Clerk (via e-mail)
Deborah Smith, Receiver (via e-mail)
James Osborne, P.E., Town Engineer (via e-mail)
Lori Coady, Assessor (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Pat Hines, McGoey, Hauser & Edsall (via e-mail)

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York, in said Town, on the 25th day of November, 2019, at 7:00 o'clock P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio
Supervisor

Elizabeth J. Greene
Councilwoman

Paul I. Ruggiero
Councilman

James E. Presutti
Councilman

Scott M. Manley

Councilman

<p>In the Matter of a Proposed Increase (Pursuant to Section 209-h of the Town Law) in the Maximum Amount Authorized to be Expended in Connection With the Establishment of Roseton Hills Sewer District in the Town of Newburgh, Orange County, New York,</p>	<p>PUBLIC INTEREST ORDER</p>
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WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York (the "Town"), has heretofore received a map, plan and report including an estimate of cost, prepared by a competent engineer, duly licensed by the State of New York, which have been filed in the office of the Town Clerk of said Town in relation to and heretofore approved the establishment of, a

Sewer District in said Town, known as Roseton Hills Sewer District in the Town of Newburgh, Orange County, New York (the "Sewer District") at a maximum estimated cost of \$2,825,500, the boundaries of which are set forth in Exhibit A attached hereto and hereby made a part hereof and remain unchanged from those heretofore provided for the establishment of said Sewer District; and

WHEREAS, it now appears that the maximum estimated cost of the improvements for such Sewer District must be increased by \$392,000 to a new maximum estimated cost of \$3,217,500, pursuant to Section 209-h of the Town Law; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), which it has been determined will not have any significant adverse impact on the environment, which determination remains in effect in connection herewith; and

WHEREAS, an Order was duly adopted by said Town Board on November 5, 2019 regarding said Sewer District, the improvement proposed therefor, and the increase in the maximum amount proposed to be expended for said improvement, and specifying the 25th day of November, 2019, at 7:00 o'clock P.M., Prevailing Time at the Town Hall, in Newburgh, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, a summary of such Order and details of said improvement and cost was duly published and posted in the manner and within the time prescribed by Section 209-h of the Town Law and proof of such publication and posting has been presented to said Town Board; and

WHEREAS, said public hearing was duly held at the time and place set forth in said Order, as aforesaid, at which time all persons desiring to be heard were duly heard; and

WHEREAS, the estimated cost of said Sewer District to the typical property therein, being the typical one or two-family home therein, is now determined to be \$568.05 in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid, said amount being previously determined upon establishment of said Sewer District to be \$480.78; and

WHEREAS, there is no separate administrative cost or hook-up fees to the typical property in said Sewer District, being the typical one or two family home therein, which thus remains \$-0-; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated first-year costs to the typical property, being the typical one or two-family home, in said Sewer District, and all documentation concerning compliance with SEQRA, has been filed in the office of the Town Clerk where the same are available during regular office hours for examination by any person interested in the subject manner thereof; and

WHEREAS, an application to the State Comptroller for permission to establish said proposed Roseton Hills Sewer District was not originally required in connection therewith due to the \$480.78 estimated cost of the District to the typical property, being a one or two family home therein, nor is required at the revised typical cost of \$568.05; and

WHEREAS, it is now desired to increase the maximum estimated cost for the establishment of said Sewer District; NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. Pursuant to Section 209-h of the Town Law, it is hereby determined that it is in the public interest to increase the maximum amount authorized to be expended in connection with the establishment of Roseton Hills Sewer District in the Town of Newburgh, Orange County, New York, to an increased maximum estimated cost of \$3,217,500 and that the maximum amount to be so expended is hereby increased from \$2,825,500 to \$3,217,500, which will not constitute an undue burden on the property in said Sewer District. It is hereby further determined that all real property in said Sewer District will be benefitted by the proposed improvements at the increased cost thereof and no benefitted property has been excluded from the boundaries of said Sewer District.

Section 2. The improvements proposed for said Sewer District consist of the purchase and reconstruction of existing wastewater treatment facilities and associated collection system, including reconstruction and improvement of one wastewater treatment facility as a pump station, together with original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith. The maximum amount to be expended by said Sewer District pursuant to these proceedings for said improvement shall not exceed \$3,217,500, an increase of \$392,000 over that previously authorized for the establishment of said Sewer District. Said cost of said improvement shall be financed by the issuance of serial bonds of said Town maturing in annual installments over a period not exceeding forty years, payable in the first instance from assessments levied upon and collected from the several lots and parcels of land within said Sewer District deemed benefitted from the improvements so much upon and from each as shall be in just proportion to the amount of benefit thereon, in the manner provided by law, in an amount sufficient to pay the principal and interest on said bonds as the same become due, but if not paid from such source, all the taxable real property in said Town shall be subject to the levy of ad

valorem taxes without limitation as to rate or amount sufficient to pay the principal of and interest on said bonds as the same shall become due.

Section 3. This Order is hereby adopted subject to permissive referendum and the Town Clerk shall publish a notice of adoption thereof, together with the full text, including Exhibit A hereof, within ten days of the date hereof in the official newspaper of the Town and post same on the official signboard and website of the Town within said ten days hereof.

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

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The Order was thereupon declared duly adopted.

* * * * *

EXHIBIT A

Boundaries of Roseton Hills Sewer District in the Town of
Newburgh, Orange County, New York

**Metes and Bounds Description
Roseton Hills Sewer District (East)**

ALL that certain plot, piece or parcel of land situate, lying, and being in the Town of Newburgh, County of Orange, State of New York being more particularly bounded and described as follows:

BEGINNING at a point lying on the northerly side Oak Street, said point being the southeasterly corner of lands now or formerly of Gurda and also being the southwesterly corner of the parcel herein intended to be described.

THENCE north 30 degrees 02 minutes 06 seconds east for a distance of 474.81 feet along lands now or formerly of Gurda to a point.

THENCE north 25 degrees 32 minutes 18 seconds west for a distance of 249.10 feet along other lands now or formerly of Gurda to a point.

THENCE north 51 degrees 52 minutes 54 seconds east for a distance of 471.17 feet along lands now or formerly of Route 9W Associates of Newburgh Inc. to a point.

THENCE north 35 degrees 28 minutes 26 seconds west for a distance of 167.43 feet continuing along lands now or formerly of Route 9W Associates of Newburgh Inc. to a point lying on the easterly side of New York State Route 9W.

THENCE north 44 degrees 01 minutes 09 seconds east for a distance of 44.72 feet along the easterly side of New York State Route 9W to a point.

THENCE south 42 degrees 42 minutes 09 seconds east for a distance of 72.93 feet along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE on a curve to the left having a radius of 45.00 feet and an arc length of 47.91 feet continuing along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 76 degrees 17 minutes 51 seconds east for a distance of 435.02 feet continuing along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 13 degrees 42 minutes 09 seconds west for a distance of 240.00 feet along other lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 19 degrees 33 minutes 34 seconds east for a distance of 365.23 feet continuing along other lands now or formerly of Newtown Investors, Inc. to a point.

THENCE south 74 degrees 33 minutes 07 seconds east for a distance of 612.29 feet along lands now or formerly of Mazzola to a point.

THENCE south 14 degrees 34 minutes 50 seconds west for a distance of 15.84 feet along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 74 degrees 24 minutes 10 seconds east for a distance of 917.40 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE north 48 degrees 46 minutes 50 seconds east for a distance of 111.54 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 60 degrees 36 minutes 10 seconds east for a distance of 569.54 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 79 degrees 12 minutes 35 seconds east for a distance of 355.81 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 37 degrees 48 minutes 31 seconds west for a distance of 142.19 feet along lands now or formerly of FNSN LLC to a point.

THENCE south 43 degrees 15 minutes 30 seconds west for a distance of 60.08 feet along other lands now or formerly of FNSN LLC to a point.

THENCE south 38 degrees 34 minutes 41 seconds west for a distance of 121.45 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 43 degrees 35 minutes 34 seconds west for a distance of 56.31 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 38 degrees 55 minutes 04 seconds west for a distance of 322.27 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 33 degrees 07 minutes 58 seconds west for a distance of 49.09 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 40 degrees 21 minutes 30 seconds west for a distance of 270.38 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 37 degrees 19 minutes 47 seconds west for a distance of 43.50 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE along said lands now or formerly of Farkas and generally along a stone wall, the following courses and distance:

- North 75 degrees 53 minutes 09 seconds west for a distance of 275.69 feet to a point.
- North 77 degrees 55 minutes 50 seconds west for a distance of 223.90 feet to a point.
- North 70 degrees 27 minutes 25 seconds west for a distance of 65.07 feet to a point.
- North 76 degrees 32 minutes 36 seconds west for a distance of 416.35 feet to a point.
- North 80 degrees 45 minutes 11 seconds west for a distance of 106.91 feet to a point.

THENCE continuing along lands now or formerly of Farkas and generally along a wire fence, the following courses and distances:

- South 56 degrees 48 minutes 19 seconds west for a distance of 80.12 feet to a point.
- South 46 degrees 35 minutes 11 seconds west for a distance of 45.14 feet to a point.
- South 40 degrees 50 minutes 06 seconds west for a distance of 121.96 feet to a point.
- North 64 degrees 16 minutes 51 seconds west for a distance of 321.55 feet to a point.

- South 43 degrees 36 minutes 55 seconds west for a distance of 75.64 feet to a point.
- North 77 degrees 56 minutes 34 seconds west for a distance of 189.79 feet to a point.
- North 79 degrees 18 minutes 03 seconds west for a distance of 150.30 feet to a point.
- North 75 degrees 53 minutes 51seconds west for a distance of 335.82 feet to a point.
- South 11 degrees 20 minutes 16 seconds west for a distance of 306.68 feet to a point.

THENCE north 64 degrees 47 minutes 52 seconds west for a distance of 212.86 feet along lands now or formerly of Duckworth and along lands now or formerly of Byczek to a point.

THENCE south 11 degrees 18 minutes 40 seconds west for a distance of 209.93 feet continuing along lands now or formerly of Byczek to a point.

THENCE north 65 degrees 51minutes 20 seconds west for a distance of 200.00 feet along lands now or formerly of Savarese to a point.

THENCE south 11degrees 18 minutes 40 seconds west for a distance of 178.30 feet continuing along lands now or formerly of Savarese to a point lying on the northerly side of Oak Street.

THENCE north 69 degrees 41minutes 08seconds west for a distance of 132.23 feet along the northerly side of Oak Street to the point or place of beginning.

SUBJECT to any easements, covenants, or restrictions of record.

**Metes and Bounds Description
Roseton Hills Sewer District (West)**

ALL that certain plot, piece or parcel of land situate, lying, and being in the Town of Newburgh, County of Orange, State of New York being more particularly bounded and described as follows:

BEGINNING at a point lying on the westerly side of New York State Route 9W (State Highway #5007), said point being the northeasterly corner of lands now or formerly of Kahn and also being the southeasterly corner of the parcel herein intended to be described.

THENCE north 37 degrees 05 minutes 25 seconds west for a distance of 150.00 feet along lands now or formerly of Khan to a point.

THENCE north 42 degrees 51 minutes 40 seconds east for a distance of 4.58 feet along Parcel\ as shown on filed map #8562 filed in the Orange County Clerk's Office to a point.

THENCE north 53 degrees 21 minutes 40 seconds west for a distance of 125.51 feet continuing along Parcel\ as shown on said filed map to a point.

THENCE south 17 degrees 42 minutes 50 seconds west for a distance of 215.00 feet continuing along Parcel\ as shown on said filed map to a point.

THENCE north 37 degrees 05 minutes 25 seconds west for a distance of 147.76 feet along lands now or formerly of James & McGuinness to a point lying on the easterly side of Parr Lake Drive.

THENCE north 17 degrees 42 minutes 50 seconds east for a distance of 166.31 feet along the easterly side of Parr Lake Drive to a point.

THENCE north 24 degrees 36 minutes 02 seconds east for a distance of 241.48 feet continuing along the easterly side of Parr Lake Drive to a point.

THENCE on a curve to the left having a radius of 50.00 feet an arc length of 235.62 feet along Parr Lake Drive to a point.

THENCE south 24 degrees 36 minutes 02 seconds west for a distance of 194.49 feet along the westerly side of Parr Lake Drive to a point.

THENCE south 17 degrees 42 minutes 50 seconds west for a distance of 6.44 feet continuing along the westerly side of Parr Lake Drive to a point.

THENCE north 76 degrees 12 minutes 40 seconds west for a distance of 70.25 feet along lands now or formerly of Felicello to a point.

THENCE north 14 degrees 42 minutes 50 seconds east for a distance of 172.51 feet along Lot #3 of Parr Estates to a point.

THENCE north 76 degrees 45 minutes 00 seconds west for a distance of 150.00 feet continuing along Lot #3 of Parr Estates to a point lying on the easterly side of Russo Drive.

THENCE north 15 degrees 37 minutes 05 seconds east for a distance of 150.00 feet along the easterly side of Russo Drive to a point.

THENCE north 87 degrees 59 minutes 40 seconds east for a distance of 217.25 feet along Lot #5 of Parr Estates to a point.

THENCE north 39 degrees 29 minutes 40 seconds east for a distance of 76.00 feet continuing along Lot #5 of Parr Estates to a point.

THENCE north 02 degrees 07 minutes 40 seconds west for a distance of 84.30 feet continuing along Lot #5 of Parr Estates to a point.

THENCE south 65 degrees 23 minutes 58 seconds east for a distance of 130.00 feet along Lot #6 of Parr Estates to a point.

THENCE north 24 degrees 36 minutes 02 seconds east for a distance of 395.33 feet continuing along Lot #6 of Parr Estates to a point.

THENCE south 74 degrees 56 minutes 40 seconds east for a distance of 666.13 feet along lands now or formerly of Middle Hope Fire Company, Inc. and along lands now or formerly of Porco to a point lying on the westerly side of New York State Route 9W (State Highway #5007).

THENCE the following courses and distances along the westerly side of New York State Route 9W (State Highway #5007):

- South 42 degrees 09 minutes 03 seconds west for a distance of 214.22 feet to a point.
- South 43 degrees 14 minutes 03 seconds west for a distance of 140.50 feet to a point.
- South 37 degrees 09 minutes 35 seconds west for a distance of 480.10 feet to a point.
- South 24 degrees 22 minutes 35 seconds west for a distance of 158.20 feet to a point.
- South 41 degrees 03 minutes 35 seconds west for a distance of 204.33 feet to the point or place of beginning.

SUBJECT to any easements, covenants, or restrictions of record.

NOTICE OF PUBLIC HEARING

**ROSETON HILLS SEWER DISTRICT
IN THE TOWN OF NEWBURGH,
ORANGE COUNTY, NEW YORK**

INCREASED COST OF IMPROVEMENTS

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York, did duly adopt on November 5, 2019 an Order Calling a Public Hearing on the question of an increase in the cost of the establishment of the Roseton Hills Sewer District in the Town in the amount of \$392,000 to a revised maximum estimated cost of \$3,217,500. The material elements of said Order and the details of said public hearing are summarized below.

Newburgh, New York
November 5, 2019

Joseph Pedi
Town Clerk

In the Matter
Of

a Proposed Increase (Pursuant to Section 209-h of the Town Law) in the Maximum Amount Authorized to be Expended in Connection with the Establishment of Roseton Hills Sewer District in the Town of Newburgh, Orange County, New York

The capital improvements hereinafter described have been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, the Town Board has determined will not result in any significant adverse environmental impact, which determination hereby remains in effect in connection herewith.

The improvements to be made as heretofore provided are the purchase and reconstruction of existing wastewater treatment facilities and associated collection system, including reconstruction and improvement of one wastewater treatment facility as a pump station, together with original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, which are the improvements as originally proposed.

After all necessary proceedings were duly had and taken in accordance with the provisions of the Town Law, the Town Board of the Town of Newburgh, Orange County, New York, has heretofore duly established Roseton Hills Sewer District (the "Sewer District") at a maximum estimated cost of \$2,825,500.

It now appears that such maximum estimated cost for the establishment thereof must be increased by an additional \$392,000 to a new maximum estimated cost of \$3,217,500 pursuant to Section 209-h of the Town Law.

The estimated cost of hook-up fees to the typical property in the Sewer District remains \$-0- and the estimated cost of the Sewer District to the typical property therein, being a one or two family home, has heretofore been described to be \$480.78 in the first year in which operation, maintenance, debt service and other charges and expenses are to be paid and it is now anticipated that such estimated cost shall be \$568.05.

A detailed explanation of the manner by which said costs for the typical property were computed, the amendments to the plan and report for the improvements for the establishment of the Sewer District, as well as all materials completed in compliance with the State Environmental Quality Review Act, have been filed in the office of the Town Clerk where the same are available for inspection during regular office hours.

The properties within the boundaries of said Sewer District remains unchanged and are described within the boundary description attached hereto as Exhibit A and hereby made a part hereof. Assessment is on a benefit basis.

A public hearing of the Town Board of the Town of Newburgh, Orange County, New York, shall be held at the Town Hall, 1496 Route 300, in Newburgh, New York, in said Town, on the 25th day of November, 2019, at _____ o'clock P.M., Prevailing Time, to consider the question of

determining whether the increase in maximum estimated cost described herein is in the public interest, and to hear all persons interested in the subject thereof concerning the same, and for such other action on the part of said Town Board in relation thereto as may be required by law or as may be proper in the premises.

EXHIBIT A

BOUNDARIES OF ROSETON HILLS SEWER DISTRICT
IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

Metes and Bounds Description
Roseton Hills Sewer District (East)

ALL that certain plot, piece or parcel of land situate, lying, and being in the Town of Newburgh, County of Orange, State of New York being more particularly bounded and described as follows:

BEGINNING at a point lying on the northerly side Oak Street, said point being the southeasterly corner of lands now or formerly of Gurda and also being the southwesterly corner of the parcel herein intended to be described.

THENCE north 30 degrees 02 minutes 06 seconds east for a distance of 474.81 feet along lands now or formerly of Gurda to a point.

THENCE north 25 degrees 32 minutes 18 seconds west for a distance of 249.10 feet along other lands now or formerly of Gurda to a point.

THENCE north 51 degrees 52 minutes 54 seconds east for a distance of 471.17 feet along lands now or formerly of Route 9W Associates of Newburgh Inc. to a point.

THENCE north 35 degrees 28 minutes 26 seconds west for a distance of 167.43 feet continuing along lands now or formerly of Route 9W Associates of Newburgh Inc. to a point lying on the easterly side of New York State Route 9W.

THENCE north 44 degrees 01 minutes 09 seconds east for a distance of 44.72 feet along the easterly side of New York State Route 9W to a point.

THENCE south 42 degrees 42 minutes 09 seconds east for a distance of 72.93 feet along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE on a curve to the left having a radius of 45.00 feet and an arc length of 47.91 feet continuing along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 76 degrees 17 minutes 51 seconds east for a distance of 435.02 feet continuing along lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 13 degrees 42 minutes 09 seconds west for a distance of 240.00 feet along other lands now or formerly of Newtown Investors, Inc. to a point.

THENCE north 19 degrees 33 minutes 34 seconds east for a distance of 365.23 feet continuing along other lands now or formerly of Newtown Investors, Inc. to a point.

THENCE south 74 degrees 33 minutes 07 seconds east for a distance of 612.29 feet along lands now or formerly of Mazzola to a point.

THENCE south 14 degrees 34 minutes 50 seconds west for a distance of 15.84 feet along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 74 degrees 24 minutes 10 seconds east for a distance of 917.40 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE north 48 degrees 46 minutes 50 seconds east for a distance of 111.54 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 60 degrees 36 minutes 10 seconds east for a distance of 569.54 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 79 degrees 12 minutes 35 seconds east for a distance of 355.81 feet continuing along lands now or formerly of Cedar Hill Cemetery to a point.

THENCE south 37 degrees 48 minutes 31 seconds west for a distance of 142.19 feet along lands now or formerly of FNSN LLC to a point.

THENCE south 43 degrees 15 minutes 30 seconds west for a distance of 60.08 feet along other lands now or formerly of FNSN LLC to a point.

THENCE south 38 degrees 34 minutes 41 seconds west for a distance of 121.45 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 43 degrees 35 minutes 34 seconds west for a distance of 58.31 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 38 degrees 55 minutes 04 seconds west for a distance of 322.27 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 33 degrees 07 minutes 58 seconds west for a distance of 49.09 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 40 degrees 21 minutes 30 seconds west for a distance of 270.38 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE south 37 degrees 19 minutes 47 seconds west for a distance of 43.50 feet continuing along other lands now or formerly of FNSN LLC to a point.

THENCE along said lands now or formerly of Farkas and generally along a stone wall, the following courses and distance:

- North 75 degrees 53 minutes 09 seconds west for a distance of 275.69 feet to a point.
- North 77 degrees 55 minutes 50 seconds west for a distance of 223.90 feet to a point.
- North 70 degrees 27 minutes 25 seconds west for a distance of 65.07 feet to a point.
- North 76 degrees 32 minutes 36 seconds west for a distance of 416.35 feet to a point.
- North 80 degrees 45 minutes 11 seconds west for a distance of 106.91 feet to a point.

THENCE continuing along lands now or formerly of Farkas and generally along a wire fence, the following courses and distances:

- South 56 degrees 48 minutes 19 seconds west for a distance of 80.12 feet to a point.
- South 46 degrees 35 minutes 11 seconds west for a distance of 45.14 feet to a point.
- South 40 degrees 50 minutes 06 seconds west for a distance of 121.96 feet to a point.
- North 64 degrees 16 minutes 51 seconds west for a distance of 321.55 feet to a point.

- South 43 degrees 36 minutes 55 seconds west for a distance of 75.64 feet to a point.
- North 77 degrees 56 minutes 34 seconds west for a distance of 189.79 feet to a point.
- North 79 degrees 18 minutes 03 seconds west for a distance of 150.30 feet to a point.
- North 75 degrees 53 minutes 51seconds west for a distance of 335.82 feet to a point.
- South 11 degrees 20 minutes 16 seconds west for a distance of 306.68 feet to a point.

THENCE north 64 degrees 47 minutes 52 seconds west for a distance of 212.86 feet along lands now or formerly of Duckworth and along lands now or formerly of Byczek to a point.

THENCE south 11 degrees 18 minutes 40 seconds west for a distance of 209.93 feet continuing along lands now or formerly of Byczek to a point.

THENCE north 65 degrees 51minutes 20 seconds west for a distance of 200.00 feet along lands now or formerly of Savarese to a point.

THENCE south 11degrees 18 minutes 40 seconds west for a distance of 178.30 feet continuing along lands now or formerly of Savarese to a point lying on the northerly side of Oak Street.

THENCE north 69 degrees 41minutes 08 seconds west for a distance of 132.23 feet along the northerly side of Oak Street to the point or place of beginning.

SUBJECT to any easements, covenants, or restrictions of record.

Metes and Bounds Description
Roseton Hills Sewer District (West)

ALL that certain plot, piece or parcel of land situate, lying, and being in the Town of Newburgh, County of Orange, State of New York being more particularly bounded and described as follows:

BEGINNING at a point lying on the westerly side of New York State Route 9W (State Highway #5007), said point being the northeasterly corner of lands now or formerly of Kahn and also being the southeasterly corner of the parcel herein intended to be described.

THENCE north 37 degrees 05 minutes 25 seconds west for a distance of 150.00 feet along lands now or formerly of Khan to a point.

THENCE north 42 degrees 51 minutes 40 seconds east for a distance of 4.58 feet along Parcel\ as shown on filed map #8582 filed in the Orange County Clerk's Office to a point.

THENCE north 53 degrees 21 minutes 40 seconds west for a distance of 125.51 feet continuing along Parcel\ as shown on said filed map to a point.

THENCE south 17 degrees 42 minutes 50 seconds west for a distance of 215.00 feet continuing along Parcel\ as shown on said filed map to a point.

THENCE north 37 degrees 05 minutes 25 seconds west for a distance of 147.76 feet along lands now or formerly of James & McGuiness to a point lying on the easterly side of Parr Lake Drive.

THENCE north 17 degrees 42 minutes 50 seconds east for a distance of 166.31 feet along the easterly side of Parr Lake Drive to a point.

THENCE north 24 degrees 36 minutes 02 seconds east for a distance of 241.48 feet continuing along the easterly side of Parr Lake Drive to a point.

THENCE on a curve to the left having a radius of 50.00 feet an arc length of 235.62 feet along Parr Lake Drive to a point.

THENCE south 24 degrees 36 minutes 02 seconds west for a distance of 194.49 feet along the westerly side of Parr Lake Drive to a point.

THENCE south 17 degrees 42 minutes 50 seconds west for a distance of 6.44 feet continuing along the westerly side of Parr Lake Drive to a point.

THENCE north 76 degrees 12 minutes 40 seconds west for a distance of 70.25 feet along lands now or formerly of Felicello to a point.

THENCE north 14 degrees 42 minutes 50 seconds east for a distance of 172.51 feet along Lot #3 of Parr Estates to a point.

THENCE north 76 degrees 45 minutes 00 seconds west for a distance of 150.00 feet continuing along Lot #3 of Parr Estates to a point lying on the easterly side of Russo Drive

THENCE north 15 degrees 37 minutes 05 seconds east for a distance of 150.00 feet along the easterly side of Russo Drive to a point.

THENCE north 87 degrees 59 minutes 40 seconds east for a distance of 217.25 feet along Lot #5 of Parr Estates to a point.

THENCE north 39 degrees 29 minutes 40 seconds east for a distance of 76.00 feet continuing along Lot #5 of Parr Estates to a point.

THENCE north 02 degrees 07 minutes 40 seconds west for a distance of 84.30 feet continuing along Lot #5 of Parr Estates to a point.

THENCE south 65 degrees 23 minutes 58 seconds east for a distance of 130.00 feet along Lot #6 of Parr Estates to a point.

THENCE north 24 degrees 36 minutes 02 seconds east for a distance of 395.33 feet continuing along Lot #6 of Parr Estates to a point.

THENCE south 74 degrees 56 minutes 40 seconds east for a distance of 666.13 feet along lands now or formerly of Middle Hope Fire Company, Inc. and along lands now or formerly of Porco to a point lying on the westerly side of New York State Route 9W (State Highway #5007).

THENCE the following courses and distances along the westerly side of New York State Route 9W (State Highway #5007):

- South 42 degrees 09 minutes 02 seconds west for a distance of 214.22 feet to a point.
- South 43 degrees 14 minutes 02 seconds west for a distance of 140.50 feet to a point.
- South 37 degrees 09 minutes 35 seconds west for a distance of 460.10 feet to a point.
- South 24 degrees 22 minutes 35 seconds west for a distance of 158.20 feet to a point.
- South 41 degrees 03 minutes 35 seconds west for a distance of 204.33 feet to the point or place of beginning.

SUBJECT to any easements, covenants, or restrictions of record.

7



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

Page -2-

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. Piacquadio, 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



8

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.1

RE: Countywide Public Safety Radio Network

Dear Supervisor Piaquadio:

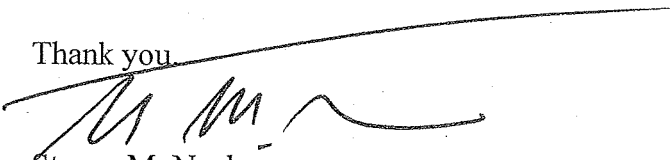
This letter is to welcome you to the new Orange CORNET system which will greatly improve interoperable communications among our first responders. The Town of Newburgh can now begin immediately saving on radio costs. I have also provided you with a list of equipment being given to the Town of Newburgh 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.

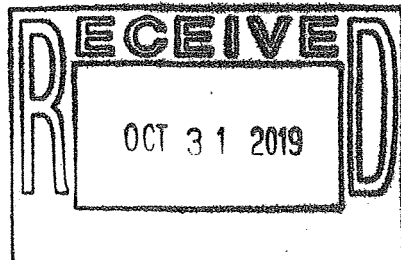
I'm pleased to report that this system is now activated and is ready to be used by all of our emergency service personnel. This is a huge step forward in allowing our first responders to not only have the ability to speak to each other across disciplines, but also to have at their fingertips the best 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	M25URS9PW1AN	Remote Radio	
652CSR0209	M25URS9PW1AN	Remote Radio	
652CSR0238	M25URS9PW1AN	Remote Radio	
652CSR0242	M25URS9PW1AN	Remote Radio	
652CTM0071	M25URS9PW1AN	Remote Radio	
652CTM0185	M25URS9PW1AN	Remote Radio	
652CTM0481	M25URS9PW1AN	Remote Radio	
652CTM0482	M25URS9PW1AN	Remote Radio	
652CTM0483	M25URS9PW1AN	Remote Radio	
652CTM0484	M25URS9PW1AN	Remote Radio	
652CTM0486	M25URS9PW1AN	Remote Radio	
652CTM0487	M25URS9PW1AN	Remote Radio	
652CTM0490	M25URS9PW1AN	Remote Radio	
652CTM0491	M25URS9PW1AN	Remote Radio	
652CTM0492	M25URS9PW1AN	Remote Radio	
652CTM0493	M25URS9PW1AN	Remote Radio	
652CTM0494	M25URS9PW1AN	Remote Radio	
652CTM0495	M25URS9PW1AN	Remote Radio	
652CTM0496	M25URS9PW1AN	Remote Radio	
652CTM0497	M25URS9PW1AN	Remote Radio	
652CTM0498	M25URS9PW1AN	Remote Radio	
652CTM0499	M25URS9PW1AN	Remote Radio	

652CTM0500	M25URSPW1AN	Remote Radio	
652CTM0609	M25URSPW1AN	Remote Radio	
652CTM0765	M25URSPW1AN	Remote Radio	
652CTM0767	M25URSPW1AN	Remote Radio	
652CTM0768	M25URSPW1AN	Remote Radio	
652CTM0769	M25URSPW1AN	Remote Radio	
652CTM0771	M25URSPW1AN	Remote Radio	
652CTM0772	M25URSPW1AN	Remote Radio	
652CTM0773	M25URSPW1AN	Remote Radio	
652CTM0774	M25URSPW1AN	Remote Radio	
652CTM0776	M25URSPW1AN	Remote Radio	
652CTM0777	M25URSPW1AN	Remote Radio	
652CTM0778	M25URSPW1AN	Remote Radio	
652CTM0779	M25URSPW1AN	Remote Radio	
652CTM0781	M25URSPW1AN	Remote Radio	
652CTM0782	M25URSPW1AN	Remote Radio	
652CTM0783	M25URSPW1AN	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	
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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	

10/8/2019 11:56:39 AM

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:

Orange County, NY DES – Control Station Mobile Installation Traveler

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

Data Processing November 25th Workshop

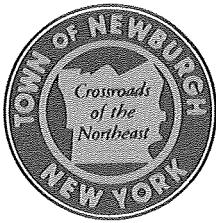
Motion to:

Purchase of Dell Inspiron 15 7000 laptop Computer from Dell to be used by Jason Szeli in the Recreation Department in the amount of \$ 968.99

Motion to expend

\$ 968.99 from the Computer reserve account # 001.1680.0497

A handwritten signature in black ink, appearing to read "Szeli", enclosed within a large, loopy oval flourish.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

845-564-7815
FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

DATE: November 13, 2019

RE: New Computer Request

At this time we would like to request the purchase of a laptop from the Computer Reserve Account for the Recreation Department. This laptop will be assigned to Jason for his use.

Regards,

Robert J. Petrillo
Commissioner

What can we help you find?

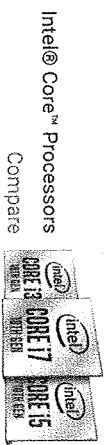
Products Solutions Services Support Deals Chat with Ava

Get first access to Black Friday doorbusters November 18-19 when you finance. Black Friday Deals | Questions? Call 1-877-717-3355 or Click to Chat

Search

Sign In

Cart



New Inspiron 15 7000 2-in-1 Laptop

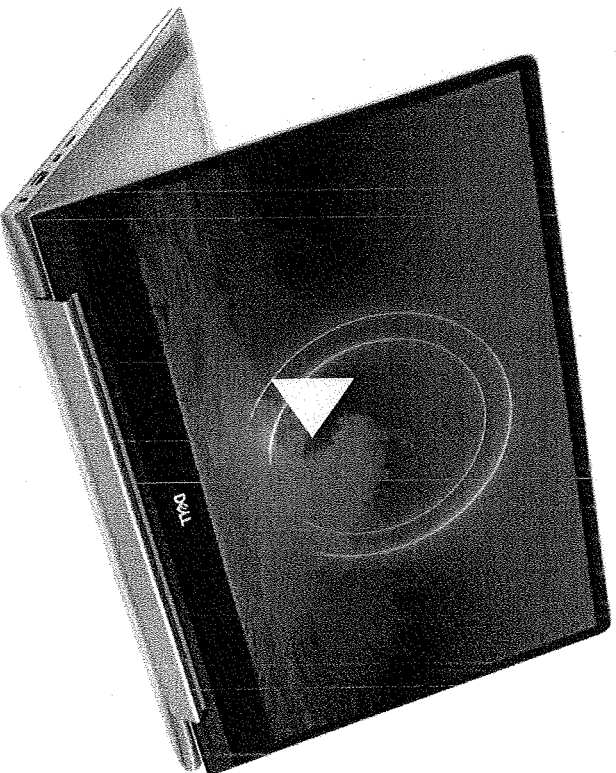
4.0 (201) Write a review Ask a question

- 10th Generation Intel® Core™ i5-10210U Processor (6MB Cache, up to 4.2 GHz)
- Windows 10 Home 64bit English
- Intel® UHD Graphics with shared graphics memory
- 8GB, 8GBx1, DDR4, 2666MHZ
- Intel® Optane Memory™ H10 32 GB with 512 GB Solid-State Storage
- Ports & Slots

\$968.99

As low as \$30 /mo. ^ | Get Pre-Qualified | Apply for credit

Add to Cart



Video: Inspiron 15 7000 (2019) Product Walkthrough 0:11

Tech Specs & Customization

Product Details

Ratings & Reviews

Drivers, Manuals & Support

New Inspiron 15 7000 2-in-1 Laptop

[View all configurations](#)

Configurations

Processor

10th Generation Intel® Core™ i5-10210U Processor (6MB Cache, up to 4.2 GHz)

Operating System

Windows 10 Home 64bit
English
Included in price

Windows 10 Pro 64-bit
English
Dell Recommended
+ \$60.00

Video Card

Intel® UHD Graphics with shared graphics memory

Memory

~~8GB, 8GBx1, DDR4, 2666MHz~~

Hard Drive

Intel® Optane Memory™ H10 32 GB with 512 GB Solid-State Storage

Display

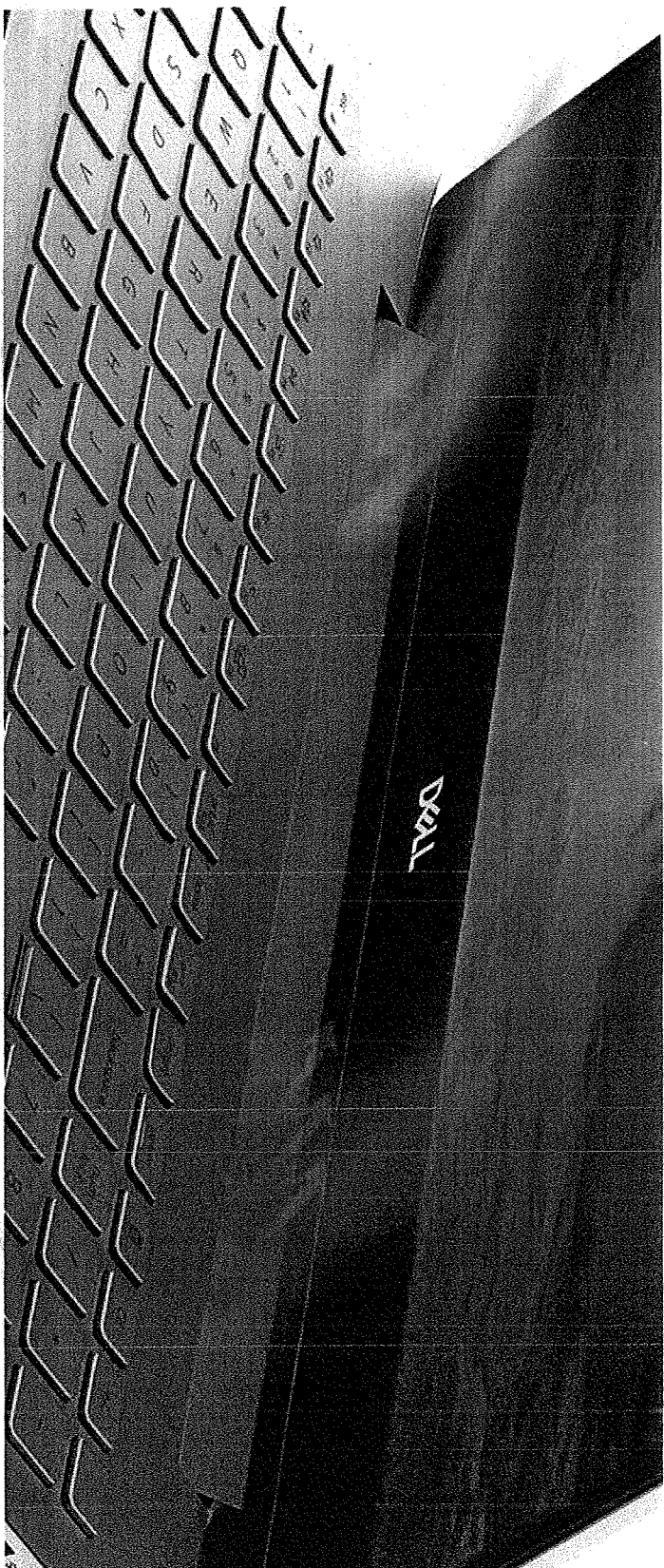
15.6-inch FHD (1920 x 1080) TrueLife Touch Narrow Border WVA Display with Active Pen support

Wireless

Intel® Wi-Fi 6 2x2 (Gig+)

Primary Battery

11 Battery, 51 Whr (Integrated)



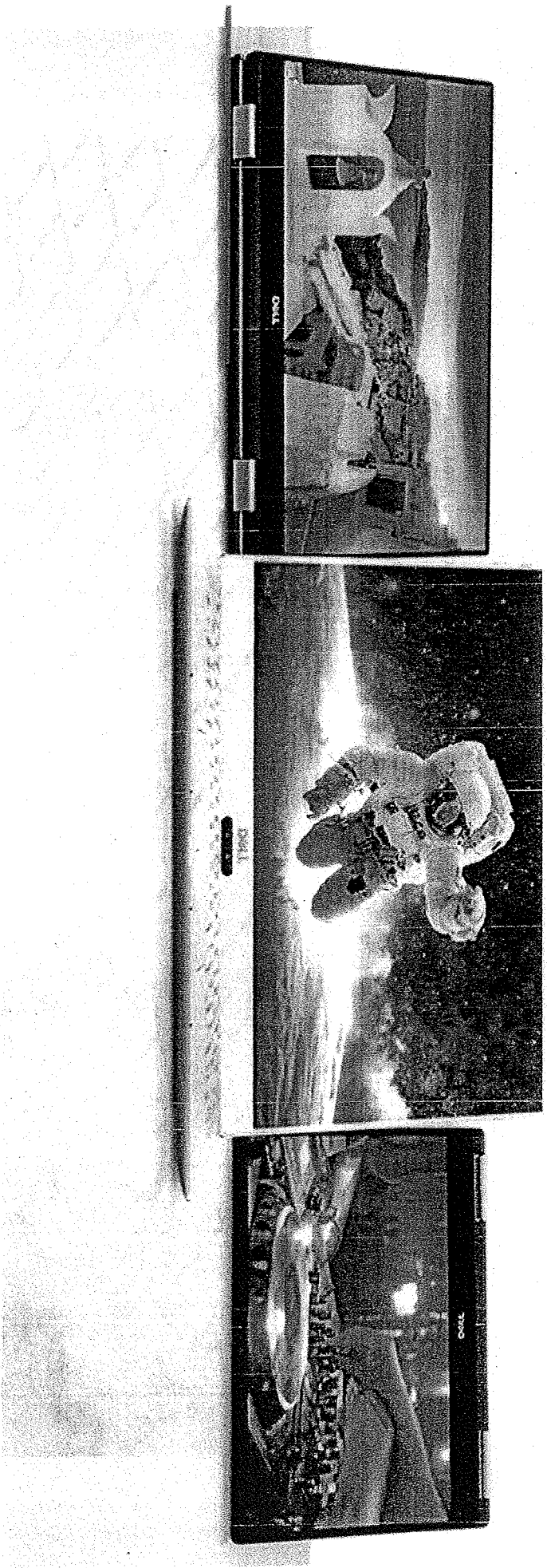
Engineered for premium performance

Constant air-flow: Whether your 2-in-1 is on a desk, couch or pillow the mono-barrel hinge design allows for back-end ventilation. Additionally, the drop-hinge keeps your laptop slightly lifted when used on a desk to increase airflow from underneath.

Farewell hot-spots: This hinge design ensures that you'll never be caused accidental discomfort by eliminating specific hot-spots all together.

Adaptive Thermals: Your 2-in-1 is smart enough to know when it is in your hands, lap or on a desk. This allows it to intelligently adapt its thermal profiles to stay cool. Discomfort is avoided, and full power is unleashed when stationary on a desk for maximum productivity.

DELL CINEMA

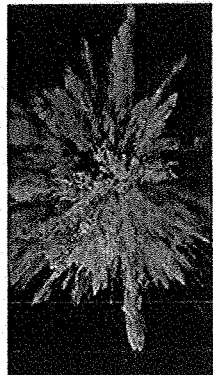


Video: New Dell Cinema 2.0 1:08

Dell Cinema

Cinematic experience at your fingertips with incredible color, streaming and sound.*

le ultimate personal theater experience.



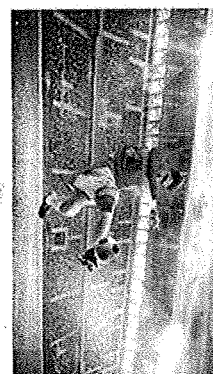
CinemaColor

Visuals appear every bit as lifelike as the world around you. Experience richer, more vibrant color and details enabled by Dell Color Profiles and take full advantage of HDR content's superior dynamic range, infinitely deep blacks and dazzling brights thanks to Dolby Vision™. Learn more.



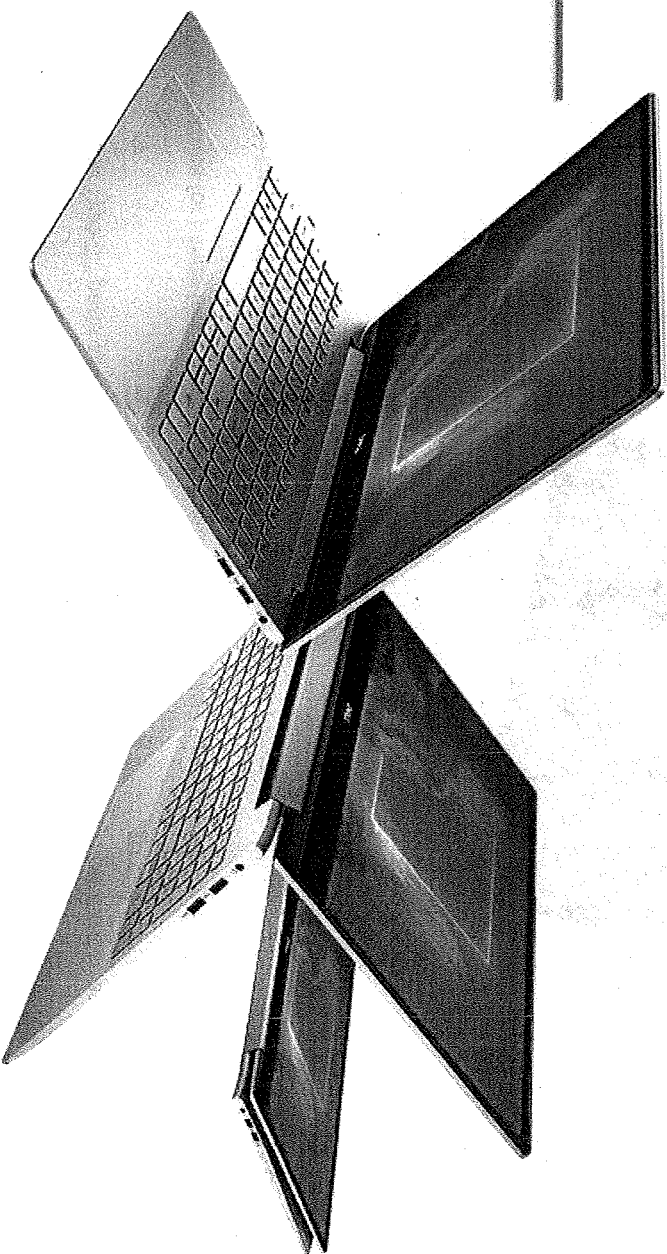
CinemaSound

Waves MaxxAudio® Pro boosts volume and clarifies every tone, so you experience studio-quality sound. Learn more.



CinemaStream

SmartByte channels maximum bandwidth to your videos or music for a seamless, stutter-free experience. Learn more.



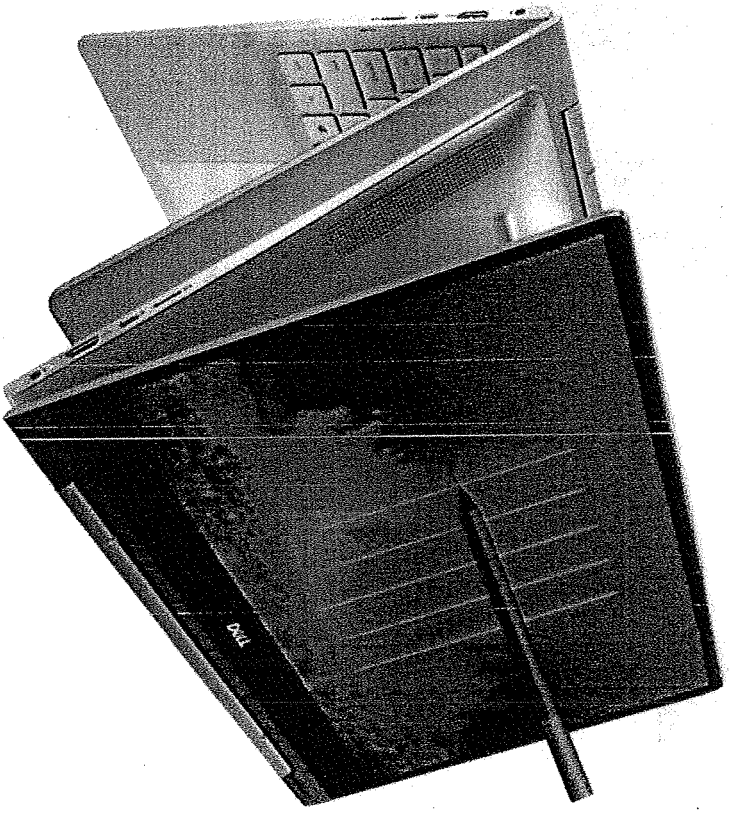
Productivity comes in four modes

Four modes: With an innovative design, the versatile and lightweight Inspiron 15 7000 2-in-1 allows you to switch easily between four different modes. Tent mode is perfect for using recipes in real time, stand mode for movies on the airplane, laptop mode for typing your novel or emailing work and tablet mode makes reading while you're reclined easier than ever.

Thunderbolt™ 3: The Thunderbolt™ 3 multi-use Type-C™ ports allow you to charge your laptop, connect to multiple devices and enjoy data transfers up to 40Gbps—8 times that of a USB 3.1 Gen 1.

All the little extras: Take advantage of Cortana for hands-free everyday commands and Windows Hello with fingerprint login to get started with just a single touch.

ExpressCharge: Go from 0% up to 35% in as little as 20 minutes* to jumpstart your laptop and not worry about hopping from power outlet to outlet. Get up to 80% charge in as fast as an hour* to be ready for your longer excursions.



October 25, 2019

Town of Newburgh Town Council
308 Gardnertown Road
Newburgh, New York 12550

Re: Amended Subdivision Plan
Rock Cut Estates
Rock Cut Road (Orange County Route 23)
Newburgh, NY 12550
PB Project # 2019-19

Proposed Common Driveway & Project Narrative

Hon. Gil Piaquadio Supervisor & Town Council Members:

The existing 12.66-acre parent parcel located off of Rock Cut Road currently has a single-family dwelling situated on the parcel. A five (5) lot subdivision was previously completed for the site as depicted on Filed Map 699-07. The Applicant is seeking to amend the subdivision as discussed below.

The site is located in the R-1 Zone where subdivision of land is permitted. It is proposed to reduce the number of lots from five to four, eliminate the stormwater management facility and thereby reduce the limits of disturbance. Disturbance to the Army Corp. of Engineers wetland that is located on-site will be avoided. Each lot will be served by a septic system and individual drilled well.

The previously approved private road design has been modified and is now proposed as a common driveway for each lot with access onto Rock Cut Road. Attached you will find plans and a Declaration of Common Driveway Easement and Maintenance Agreement for your review as we understand this will require approval from the Town Board. We therefore humbly request to be placed on the next available Town Board meeting agenda to discuss this matter.

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

Sincerely,

Arden Consulting Engineers, PLLC



Michael A. Morgante, P.E.

C:\Users\Arden Mobile\Dropbox\JOBS\19-023 Rock Cut Road\Town Board Common Driveway\Project Narrative 10-25-19.doc



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);
DRA MEADOW HILL LLC (MEADOW HILL ROAD)
OUR FILE NO. 800.24

DATE: November 18, 2019

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

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Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk
(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 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. The subject property contains an apartment complex under construction now known as "Meadow Ridge Luxury Apartments" (f/k/a "Golden Vista"). Also enclosed is a map showing the location of the tax parcel which is the subject of the proceedings.

The settlement provides for reduction in the assessed value for 2018 by \$186,410 from \$2,663,000 to \$2,476,590. The charts indicate that the refund liability for the Town (including Highway but not including special districts and the Fire District) for the reduction would be approximately \$2,496.88.

Note that as the project was under construction as of the March 1, 2018 taxable status date and continues to be under construction, this settlement is only for 2018, the settlement does not provide for a three year hold on the assessment. Ms. Drobny advises that the petitioner has filed for 2019 as well.

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

PLEASE REPLY TO:

Latham

November 6, 2019

VIA E-MAIL - mtaylor@riderweiner.com

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

RE: DRA Meadow Hill, LLC v. Town of Newburgh
Tax Map #60-1-9.22
Index No. EF007949-2018
Our File No. 5018.159

Dear Mark:

Attached please find the proposed Consent Judgment relative to the above-referenced proceeding. The subject property is the Meadow Ridge Luxury Apartments, which is still undergoing construction. The FMV in 2018 was \$7,832,400. After reviewing the property information and taking into account that as of March 1, 2018 this was an apartment complex under construction with only one building complete and several buildings in the process of being built, a tentative settlement was negotiated. The proposed settlement reduces the 2018 assessment to a FMV of \$7,284,088. This settlement is for the 2018 year only and there is no three-year freeze on the assessment.¹ We believe that it is a fair settlement.

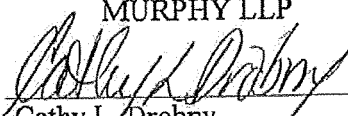
We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the original Order and forward it to the petitioner's attorney for submission to the Judge. I have also attached for your review a copy of the refund liability chart which shows the potential liability versus the proposed settlement refund liability.

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By:


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

CLD:kah

Attachments

cc: Lori Coady, Assessor
Gilbert Piaquadio, Supervisor

¹ The petitioner has filed a 2019 Petition. As of March 1, 2019 there are six buildings that are complete and the club house.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
DRA MEADOW HILL, LLC,

Petitioner,

-against-

CONSENT JUDGMENT

Index Nos.EF007949-2018

BOARD OF ASSESSORS FOR THE TOWN OF
NEWBURGH and TOWN OF NEWBURGH,

Respondents.

-----X
PRESENT: HON. _____, J.S.C

UPON THE CONSENT, of all parties attached hereto duly executed by the attorneys for all parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the Town of Newburgh tax rolls for the tax year 2018-19 as follows:

Tax Map No. 60-1-9.22

be reduced in assessment from \$2,663,000 to a total assessment of \$2,476,590 for a total reduction in assessment of \$186,410, prior to the application of any real property tax exemptions, if any, and it is further;

ORDERED, that the Petitioner's real property taxes on said parcel above described for the 2018-19 School and Library taxes and for the 2019 County and Town taxes be adjusted accordingly and that Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, and it is further;

ORDERED, that the officer or officers having custody of the aforesaid assessment rolls of the Town of Newburgh shall make or cause to be made upon the property books and records and upon the assessment rolls of said Town the entries, changes and corrections necessary to conform said assessment to such reduced valuation, and it is further;

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the County of Orange the amount, if any, paid as Town taxes and Town Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein, and it is further;

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the County of Orange and/or the County Commissioner of Finance the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein, and it is further;

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein, and it is further;

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute. Said refund checks due to petitioner as a result of this Consent Judgment shall be made payable to "Jacobowitz & Gubits, LLP" and shall be mailed to 158 Orange Avenue, P.O. Box 367, Walden, New York 12586. Accompanying such refund checks shall be a statement setting for the manner in which the refund has been calculated, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this ____ day of _____, 2019 at Goshen, New York.

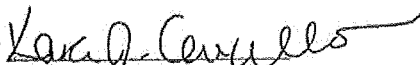
Enter:

HON. _____, J.S.C

ON CONSENT:

Dated: _____, 2019

Attorney for Petitioner:
Jacobowitz & Gubits, LLP

By: 
Kara J. Cavallo, Esq.

Attorney for Respondent:
E.Stewart Jones Hacker Murphy LLP

By: _____
Cathy L. Drobny, Esq.

Attorney for Intervenor-Respondent:
Shaw, Perelson, May & Lambert, LLP

By: _____
Elizabeth A. Ledkovsky, Esq.

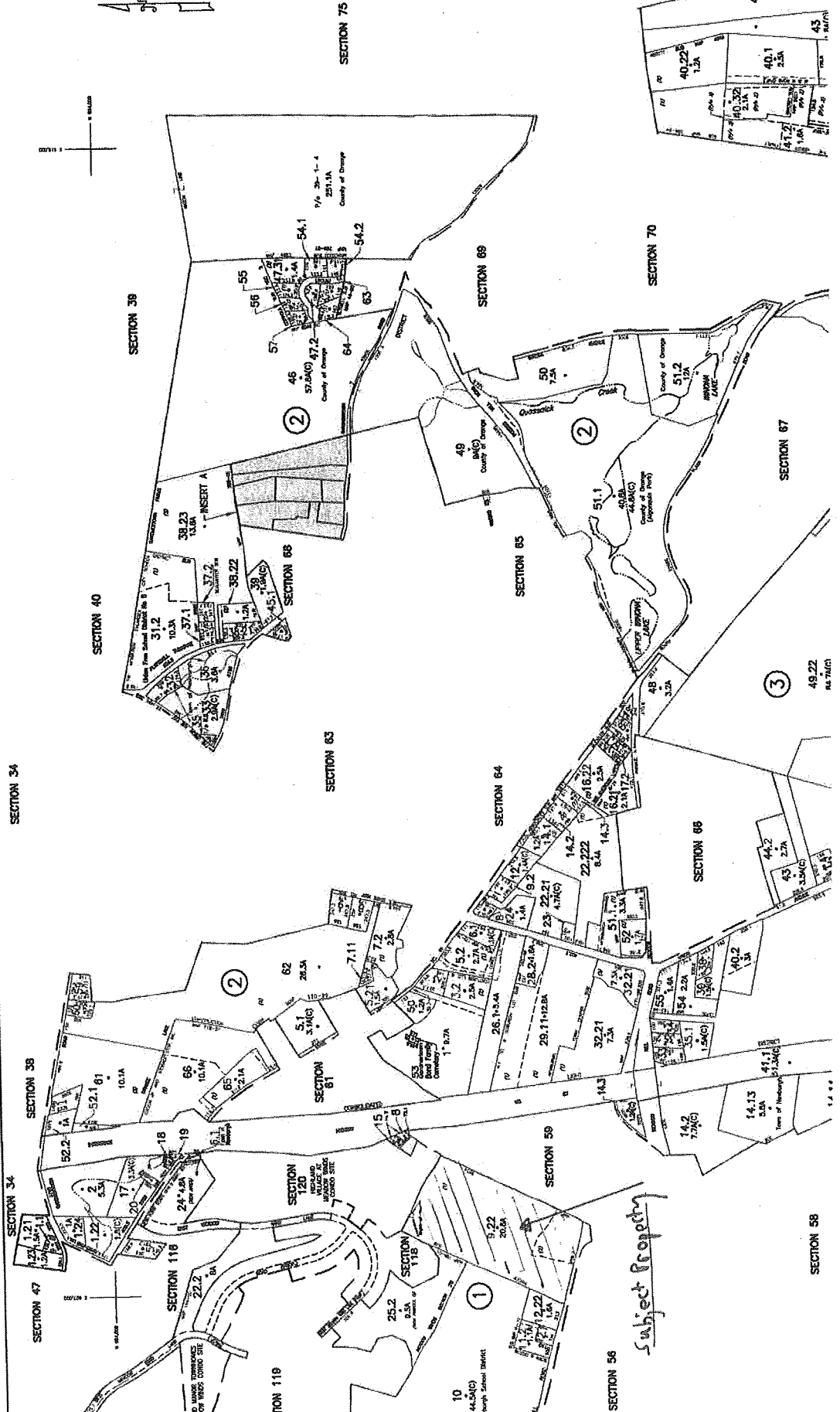
DRA Meadow Hill, LLC v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2018	60-1-9.22	\$ 2,663,000	\$1,000,008	34.00%	\$ 7,832,353	\$ 2,941,200	\$ 1,662,992	County	11.0305 \$ 18,343.63
								Town	9.4132 \$ 15,654.08
								Highway	5.4584 \$ 9,077.28
								Fire-OL	3.9814 \$ 6,621.04
								Sp.Dist.	4.3375 \$ 7,213.23
								Library	3.410414 \$ 5,671.49
							Newburgh	School	73.757176 \$ 122,657.59
								COUNTY	\$ 18,343.63
								TOWN	\$ 15,654.08
					newb			HIGHWAY	\$ 6,621.04
								FIRE-OL	\$ 7,213.23
								SP. DIST.	\$ 5,671.49
								LIBRARY	\$ 5,671.49
								SCHOOL	\$ 122,657.59
								Total	\$ 181,832.55

DRA Meadow Hill, LLC v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2018	60-1-9-22	\$ 2,663,000	\$2,476,590	34.00%	\$ 7,832,353	\$ 7,284,088	\$ 186,410	County	11.0305 \$ 2,056.20
								Town	9.4132 \$ 1,754.71
								Highway	5.4584 \$ 1,017.50
								Fire-OL	3.9814 \$ 742.17
								Sp. Dist.	4.3375 \$ 808.55
								Library	3.410414 \$ 635.74
							Newburgh	School	73.757176 \$ 13,749.08
								COUNTY	\$ 2,056.20
								TOWN	\$ 1,754.71
								HIGHWAY	\$ 742.17
								FIRE-OL	\$ 808.55
								SP. DIST.	\$ 635.74
								LIBRARY	\$ 635.74
								SCHOOL	\$ 13,749.08
								Total	\$ 20,382.18

REVISION	
11/20/03	63.70.02
02/25/04	63.70.04
04/02/04	63.70.05
04/22/04	63.70.06
07/29/04	63.70.07
02/24/05	63.70.08
03/03/05	63.70.09
06/07/05	63.70.10
07/07/05	63.70.11
07/15/05	63.70.12
07/20/05	63.70.13
08/02/05	63.70.14
08/11/05	63.70.15
08/17/05	63.70.16
08/22/05	63.70.17
08/25/05	63.70.18
08/25/05	63.70.19
08/25/05	63.70.20
08/25/05	63.70.21
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08/25/05	63.70.26
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08/25/05	63.70.59
08/25/05	63.70.60



Subject Property

SECTION 58



Image Mate Online

Navigation GIS Map Tax Maps | DTF Links

Help Log In

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

Municipality of Newburgh			
SWIS:	334600	Tax ID:	60-1-9.22
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Taxable
Address:	86 Meadow Hill Rd		
Property Class:	411 - Apartment	Site Property Class:	411 - Apartment
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	00000 -	School District:	Newburg
Property Description:	Lots 1 & 2 Pirfer submap 9854. 86 Meadow-Hill Rd		
Total Acreage/Size:	20.80	Equalization Rate:	—
Land Assessment:	2019 - \$624,000	Total Assessment:	2019 - \$5,657,900
Full Market Value:	2019 - \$17,571,118		
Deed Book:	14128	Deed Page:	1566
Grid East:	607504	Grid North:	980956
Bank Code:	N/A		
Special Districts for 2019			
Description	Units	Percent	Type Value
FD030-Orange lk fire	0	0%	0
LT004-Consol lt	0	0%	0
WD001-Consol wtr 1	0	0%	0
WD002-Consol wtr 2	0	0%	0

Photographs

(Click on photo to enlarge it.)

Photo

Photo 1 of 17

Pictometry Connect

Documents

No documents found for this parcel

Maps

View Tax Map

Pin Property on GIS Map

View in Google Maps

View in Bing Maps

Map Disclaimer

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___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 #60-1- 9.22
DRA MEADOW HILL LLC
(MEADOW HILL ROAD)
INDEX NUMBER; 2018-EF007949

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

WHEREAS, DRA Meadow Hill 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 an apartment complex and related improvements under construction located on a parcel of land on Meadow Hill Road (Section 60-Block 1-Lot 9.22) on the tax assessment roll for the tax year 2018; 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 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 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:

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.



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

MEMORANDUM

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

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS
FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN
RE: PROPOSED LOCAL LAW AMENDING CHAPTER 104
ENTITLED SCHEDULE OF FEES OF THE CODE OF THE
TOWN OF NEWBURGH; WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2020
OUR FILE NO. 800.1(B)() (2019)
DATE: NOVEMBER 20, 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)

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

OF COUNSEL
Craig F. Simon
Irene V. Villacci

Enclosed please find for the Town Board's consideration the above referenced Local Law. The Town's metered water rates for the Consolidated Water District are increasing. The sewer district rate addressed is Crossroads Consolidated, which is increasing, Nob Hill and Roseton Hills remaining the same. As you know, the rates were already presented during the budgetary proceedings, but as they are codified in the Town's Municipal Code, a Local Law is additionally required.

Also enclosed is a draft resolution introducing and scheduling a public hearing on the Local Law.

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

MCT/sel
Enc.

cc: Town Clerk Joseph P. Pedi (via e-mail)
Receiver of Taxes Deborah Smith (via e-mail)
Town Engineer James Osborne (via e-mail)
Town Accountant Ronald Clum (via e-mail)

TOWN OF NEWBURGH
INTRODUCTORY LOCAL LAW NO. 12 OF THE YEAR 2018
AMENDING CHAPTER 104 ENTITLED
"SCHEDULE OF FEES"
OF THE CODE OF THE TOWN OF NEWBURGH:
WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2020

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Code of the Town of Newburgh Water and Sewer Rates Effective January 1, 2020".

SECTION 2 - AMENDMENTS TO CHAPTER 104

That Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code is amended as follows:

1. Subsection 104-3(B)(2) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(2) Meter rates. Meter rates for the sale of water to all consumers within the Consolidated Water District and Colden Park Water District of the Town of Newburgh and the duly constituted extensions thereto, excluding water sold to the Town of New Windsor, the New York State Thruway Authority or outside-the-district users, shall be as follows:

Usage Per Quarter	Rate
First 7,500 gallons	<u>\$20.00</u> (minimum charge per quarter)
Next 10,000 gallons	<u>\$4.62</u> per 1,000 gallons
Next 82,500 gallons	<u>\$5.32</u> per 1,000 gallons

Over 100,000 gallons

\$6.32 per 1,000 gallons

- (a) A penalty equal to 5% of the original bill shall be added to the metered water charges if not paid in full within 30 days from the due and payable date.
- (b) The Town of New Windsor, the Town of Marlborough, the City of New York and the New York State Thruway Authority and the outside-the-district users will pay rates and charges as per agreements entered into with the town. In the event that water assessments under the benefit formula cannot be made applicable for any reason to any consumer and any agreement between the town and such users does not reflect payment of the same in one form or another, the town reserves the right to surcharge such users as to meter rates so as to provide for equitable payment of all charges between all users, said surcharge to be applicable in the last calendar quarter charge.
- (c) The water rates for the Stewart ANG Base Water District consumer(s) will be established by the Town Board from time to time in accordance with New York State Town Law Section 198. Unpaid water charges in arrears for 30 days or longer shall be subject to such penalty as the Town Board may provide for by resolution subject to the limit established by Town Law Section 198.”

2. Subsection 104-3(C)(1) of Section 104-3 entitled “Sanitation and water fees” of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

“(1) Sewer operation and maintenance charge.

Sewer District	Rate/Fee (per gallons consumed per premises)
Crossroads Consolidated	<u>\$5.96</u> per 1,000 gallons
Nob Hill	\$.0085/gallon

The following minimum operating and maintenance charge shall apply to all connected properties, including but not limited to those without water meters:

\$36.00 per quarter”

SECTION 3 - UNCONSTITUTIONALITY OR ILLEGALITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on the later of the date it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law or January 1, 2020.

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

James M. Manley, Councilman

RESOLUTION OF TOWN BOARD
INTRODUCING LOCAL LAW
AMENDING CHAPTER 104 ENTITLED
'SCHEDULE OF FEES' OF THE
TOWN OF NEWBURGH MUNICIPAL
CODE: WATER AND SEWER RATES
EFFECTIVE JANUARY 1, 2020
AND PROVIDING FOR PUBLIC NOTICE
AND PUBLIC HEARING

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

BE IT RESOLVED that Introductory Local Law No. ___ of the Year 2019 entitled "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Town of Newburgh Municipal Code: Water and Sewer Rates Effective January 1, 2020" be and it hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

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

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the ___th day of December, 2019 at 7:___ o'clock, p.m., and

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

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

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

The resolution was thereupon declared duly adopted.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor *for*

CC: Town Board

From: Ronald E. Clum, Town Accountant

Date: November 19, 2019

RE: Budget Transfers

Please find below a listing of budget adjustments that need to be made upon review of the year to date budget status report. As this requires board action, I am requesting this to be put onto the next agenda and approved accordingly.

Thank you in advance for your approval.

ACCOUNT #	DESCRIPTION	\$ INCREASE	\$ DECREASE
A.1420.5403	LEGAL-DEFENSE	10,000.00	
A.1420.5407	LEGAL-TAX CERT		10,000.00
A.1990.5499	CONTINGENCY		21,000.00
A.1680.5200	B&G TOWN HALL	21,000.00	
G5010.8110.5490	CROSSROADS- INTERGOVT SERV	37,000.00	
G5010.8130.5100	PERSONAL SERV	35,000.00	
G5010.9010.5800	INSURANCE		5,000.00
G5010.9040.5800	WORKERS COMP		15,000.00
G5010.8130.5458	REPAIRS TO COLL SYSTEM		40,000.00
G5010.8130.5499	OTHER EXPENSES		12,000.00



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

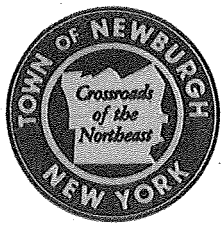
E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Supervisor
Cc: Board Members
James W. Osborne, Town Engineer
From: Ronald E. Clum, Town Accountant
Date: November 21, 2019
RE: Capital Projects

Based upon my conversations with Jim Osborne, the following is a list of projects that are considered completed. When the project is closed the associated cash balances should be moved back to the funding source and the project be closed.

Please approve the following cash transfers as well as the closing of the projects at your next board meeting of November 25, 2019.

CAPITAL PROJECT NAME/#	CASH BALANCE	TRANSFER CASH TO
Water-Laurie Lane/Grandview #6008	\$26,468.96	Interfund Revenues-Water
Highway-Laurie Lane Road Improv #8009	\$37,546.66	Interfund Revenues-Laurie Lane Highway District



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 20, 2019

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

Totaling: \$405.00

Feline: \$

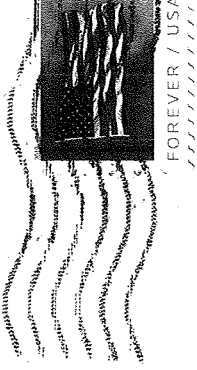
Canine: \$405.00

Both bills were received on 11/19/2019

WAC
2212 Albany post RD
Walden NY 12586

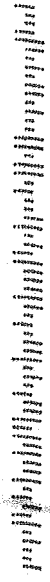
ALBANY NY 120

15 NOV 2019 PM 41



TOWN OF NEWBURGH
ANIMAL CONTROL
645 GIDNEY AVE
Newburgh NY 12550

12550-28594E



TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

Order No.

DO NOT WRITE IN THIS BOX

VOUCHER

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

Wallen Animal Clinic
2212 Albany Post Rd.
Wallen NY 12586

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
994	405 00	
TOTAL	405 00	

Abstract No.

Vendor's
Ref. No.

TERMS _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7-8-19	"Kestie"	Spay		130 00
8-16-19	"Lggy"	Neuter		275 00
(See Instructions on Reverse Side)			TOTAL	405 00

CLAIMANT'S CERTIFICATION

I, Samuel, 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.

11-20-19
DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE

AUDITING BOARD

Received 11-19-19

WALDEN ANIMAL CLINIC

www.WaldenAnimalClinic.com
 Stephen A. Kelly, DVM
 2212 Albany Post Road
 Walden, NY 12586
 (845) 778-7343

TOWN OF NEWBURGH
 645 Gidney Ave
 Newburgh, NY 12550

Client ID: 13344
 Invoice #: 212621
 Date: 7/8/2019

Patient ID: 13344-1	Species: CANINE	Weight:
Patient Name: KATIE	Breed: MIXED	Birthdate: 11/04/2017 Sex: Spay

	<u>Description</u>	<u>Staff Name</u>	<u>Quantity</u>	<u>Total</u>
7/8/2019	OVARIOHYSTERECTOMY CANINE	Stephen Kelly, D.V.M	1.00	\$85.00
	Rimadyl Injection		1.00	\$20.00
	Antibiotic Injection		1.00	\$10.00
	Elizabethan Collar 20in		1.00	\$15.00
Patient Subtotal:				\$130.00

Instructions

RETURN IN _____ DAYS FOR SUTURE REMOVAL. Please call for an appointment. Confine to house; out on leash only. No food or water until steady on feet. Check incision daily. Phone if you have any questions.

Invoice Total:	\$130.00
Total:	\$130.00
Balance Due:	\$130.00
Previous Balance:	\$0.00
Balance Due:	\$130.00

****All sales are final, under no circumstance can a refund be made on prescription medicine after it has left this building.****

WALDEN ANIMAL CLINIC

www.WaldenAnimalClinic.com
 Stephen A. Kelly, DVM
 2212 Albany Post Road
 Walden, NY 12586
 (845) 778-7343

TOWN OF NEWBURGH
 645 Gidney Ave
 Newburgh, NY 12550

Client ID: 13344
 Invoice #: 212622
 Date: 8/16/2019

Patient ID: 13344-2	Species: CANINE	Weight:
Patient Name: IGGY	Breed: MIXED	Birthday: 03/22/2019 Sex: Neuter

	<u>Description</u>	<u>Staff Name</u>	<u>Quantity</u>	<u>Total</u>
8/16/2019	Canine Distemper Combo	Stephen Kelly, D.V.M	1.00	\$30.00
	CASTRATION CANINE		1.00	\$70.00
	Rimadyl Injection		1.00	\$20.00
	Antibiotic Injection		1.00	\$10.00
	Elizabethan Collar 20in		1.00	\$15.00
		Patient Subtotal:		\$145.00

Instructions

CERIFICATE OF VACCINATION FOR CANINE DISTEMPER, HEPATITIS, LEPTOSPIROSIS, PARAINFLUENZA, PARVO VIRUS, AND CORONA VIRUS

RETURN IN _____ DAYS FOR SUTURE REMOVAL. Please call for an appointment. Confine to house; out on leash only. No food or water until steady on feet. Check incision daily. Phone if you have any questions.

Reminder

08/16/2020 Canine Distemper Combo

Invoice Total:	\$145.00
Total:	\$145.00
Balance Due:	\$145.00
Previous Balance:	\$130.00
Balance Due:	\$275.00

****All sales are final, under no circumstance can a refund be made on prescription medicine after it has left this building.****



TOWN OF NEWBURGH
 1496 Route 300
 NEWBURGH, NEW YORK 12550
 (845) 564-4552

14

Date: 11/21/2019

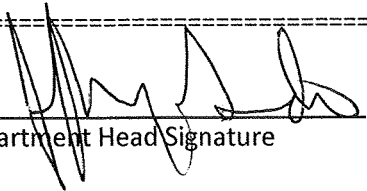
Is the budget adjustment under \$5,000? Yes: _____ No: x

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

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

Reason why the budget transfer is needed: Wildlife Busters invoice and repair bills for the VFD at Chadwick Lake by CAMO

From:	Account Number:	<u>8330.4001.5479</u>	Amount:	<u>\$ (1,500.00)</u>
	Account Description:	<u>Telemetry</u>	Amount:	<u> </u>
From:	Account Number:	<u>8330.4001.5466</u>	Amount:	<u>\$ (6,000.00)</u>
	Account Description:	<u>Operating Supplies</u>	Amount:	<u> </u>
From:	Account Number:	<u>8330.4001.5481</u>	Amount:	<u>\$ (3,500.00)</u>
	Account Description:	<u>Fuel Oil/Electric</u>	Amount:	<u> </u>
From:	Account Number:	<u>8330.4001.5480</u>	Amount:	<u>\$ (1,500.00)</u>
	Account Description:	<u>Telephone</u>	Amount:	<u> </u>
From:	Account Number:	<u>8330.4001.5498</u>	Amount:	<u>\$ (500.00)</u>
	Account Description:	<u>Legal Notices</u>	Amount:	<u> </u>
From:	Account Number:	<u>8330.4001.5401</u>	Amount:	<u>\$ (1,000.00)</u>
	Account Description:	<u>Town Attorney</u>	Amount:	<u> </u>
From:	Account Number:	<u>8330.4001.5499</u>	Amount:	<u>\$ (500.00)</u>
	Account Description:	<u>Other Expenses</u>	Amount:	<u> </u>
From:	Account Number:	<u>8330.4002.5452</u>	Amount:	<u>\$ (1,500.00)</u>
	Account Description:	<u>Vehicle contrat repairs</u>	Amount:	<u> </u>
=====			SubTotal	<u>\$ (16,000.00)</u>
To:	Account Number:	<u>8330.4001.5497</u>	Amount:	<u>\$ 1,500.00</u>
	Account Description:	<u>Maint Cont/Lease</u>	Amount:	<u> </u>
To:	Account Number:	<u>8330.4002.5474</u>	Amount:	<u>\$ 14,500.00</u>
	Account Description:	<u>Repairs to non vehicles</u>	Amount:	<u> </u>
			SubTotal	<u>\$ 16,000.00</u>
Please note: The total of from/to should be equal.				
=====			Total	<u>0.0</u>



 Department Head Signature

 Gil Piaquadio, Town Supervisor

From: engineering@townofnewburgh.org [mailto:engineering@townofnewburgh.org]

Sent: Tuesday, November 19, 2019 1:32 PM

To: 'Daniel Bertola'; 'Jeff Guido'

Cc: rclumaccountant@townofnewburgh.org

Subject: Chadwick Lake Budget Transfers

Dan/Jeff

I need you to make the following budget transfers because I just processed the Wildlife Busters final invoices and processed CAMO's repair bills for the VFD at Chadwick Lake.

I need \$1,500 transferred into 8330.4001.5497.

I need \$14,500 transferred into 8330.4001.5474.

I'll leave it to you to figure where to take it from - just let me know before you submit. Also, if you can get that to me asap so I can put it on Monday night's agenda.

Thanks.

James W. Osborne

Town Engineer

(845) 564-7814 tel

(845) 566-1432 fax



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

Jae 15

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: November 13, 2019
RE: MEO Position

I am requesting permission to promote the following employees from a MEO 1A to a MEO position. The salaries will be increased per the CSEA contract.

Rich Collins
Jarron Davis

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

MH:ch

cc: Charlene Black, Personnel Department
Ron Clum, Accounting Department