

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

**WORKSHOP MEETING AGENDA**  
**Monday, September 23, 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.) : Eminent Domain for Leary Lane Lateral Water Main Project**
- 7. ENGINEERING:**
  - A. 21 Hudson Valley Professional Plaza**
    - 1. Award of Heating, Ventilation and Air Conditioning (HVAC) Contract**
    - 2. Approval of Construction Engineering and Inspection Proposal**
  - B. Chadwick Lake Filter Plant Improvements – Schedule Public Hearing**
  - C. Discussion on Wintergreen Water System**
  - D. Route 300 Partners – Release of Performance Security**
- 8. APPRAISAL: Orchard Hills Landing**
- 9. ANIMAL CONTROL: T-94 Withdrawal**
- 10. BUILDINGS AND GROUNDS: Start Process to Hire Part Time Custodian**
- 11. RETIREMENT INCENTIVE:**
  - A. Approval of Incentive Agreement**
  - B. Start and End Date of Retirement Incentive**
- 12. ASSESSOR:**
  - A. Income and Expense**
  - B. File Extension Due to Hardship**
- 13. DATA PROCESSING: Purchase of Three Computers for Animal Control**
- 14. POLICE DEPARTMENT:**
  - A. Approval to Hire Part Time Police Officer**
  - B. Approval to Hire Another Part Time Police Officer**
  - C. Approval to Hire Part Time Crossing Guard**
- 15. WATER DEPARTMENT: Budget Transfer**
- 16. TOWN CLERK: Presentation of Preliminary Town Budget for 2020 to Town Board**
- 17. ADJOURNMENT**

**NOTICE OF PUBLIC HEARING**  
**PURSUANT TO**  
**EMINENT DOMAIN PROCEDURE LAW**

PLEASE TAKE NOTICE that in accordance with New York Eminent Domain Procedure Law §202, notice is hereby given of a public hearing regarding the proposed Town of Newburgh, Orange County, New York public project consisting of the construction of a lateral water main extension in the right of way of Leary Lane, a private road in the Consolidated Water District in the Town of Newburgh. The public hearing will be held before the Town Board of the Town of Newburgh on the 23rd day of September, 2019, at 7:00 o'clock p.m. at the Town of Newburgh Town Hall located at 1496 Route 300, Newburgh, New York, 12550.

The project includes the construction of a lateral water main extension and appurtenances in the right of way of Leary Lane, a private road, approximately 795 linear feet in length running from NYS Route 17K in the Consolidated Water District in the Town of Newburgh, Orange County, New York to a point in said private road right of way (the "Project"). The location of the project includes the NYS Route 17K right of way, a New York State owned property, a section of Leary Lane approximately 383 feet in length shown on the tax map for the Town of Newburgh as not part of any Tax Parcel and the following private properties underlying Leary Lane through which the lateral water main will be installed: a portion of Tax Parcel Section 100, Block 5 Lot 16.1, more fully described in Schedule "A" annexed hereto, whose record owner is Boyle, Boyle & Depuy, LLC and Tax Parcel Section 100, Block 5 Lot 16.32, whose record owner is Cesar Cortes.

The purpose of this hearing is to outline the project's public use, benefit, purpose, proposed location and the reason for the selection of that location, and alternate locations, if any; to present other pertinent information, including maps and property descriptions of the properties to be acquired; and to review the general effect of said proposed project on the environment and residents of the locality where the project will be constructed. The project involves, insofar as concerns the Eminent Domain Procedure Law, the Town's proposed acquisition of certain property interests in the above private properties within the Town and its Consolidated Water District. The property interests to be acquired consist of permanent easements for lateral water utility purposes.

Persons may appear in person or by agent or attorney and will be given the opportunity to present oral or written statements and to submit other documents or information concerning the proposed project. The Town has heretofore acquired the

necessary easements in Tax Parcel Section 100, Block 5 Lot 16.32 and the section of Leary Lane adjacent to NYS Route 17K.

Owners of property in which the Town proposes to acquire a property interest shall, according to law, receive a copy of this Notice by either personal service or certified mail, return receipt requested. Such property owners who may subsequently wish to challenge condemnation of their property interests via judicial review may do so only on the basis of issues, facts, and objections raised at such hearing.

Dated: August 27, 2019

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF NEWBURGH

Joseph P. Pedi  
Town Clerk, Town of Newburgh

Schedule "A"

**Proposed Water Line Easement: 100-5-16.1**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Newburgh, Orange County and State of New York, as shown on a map entitled "Proposed Town Water Easement Plat for The Town of Newburgh, Lands N/F Boyle, Boyle & Depuy, LLC, Parcel ID#100-5-16.1" by Maser Consulting, P.A., dated 2/26/18, and being more particularly bounded and described as follows:

BEGINNING at a point in the division line between lands now or formerly Boyle, Boyle & Depuy, LLC and other lands now or formerly Boyle, Boyle & Depuy, LLC; thence across the lands now or formerly of Boyle, Boyle, & Depuy, LLC South  $0^{\circ}40'48''$  East 110.71 feet to an iron pipe found in the division line with lands now or formerly Cesar Cortes; thence along said division line North  $84^{\circ}00'38''$  West 25.10 feet to a point in the division line with lands now or formerly Auto Park Realty, LLC; thence along said division line North  $0^{\circ}38'27''$  West 110.38 feet to a point; thence South  $84^{\circ}43'58''$  East 24.99 feet to the point of beginning, containing  $2752\pm$  square feet or  $0.06\pm$  acres.

# FUSCO ENGINEERING

## & LAND SURVEYING, P.C.

Consulting Engineers

Alfred A. Fusco, Jr., P.E., Principal

Alfred A. Fusco, III, General Manager

233 East Main Street  
Middletown, NY 10940  
Phone: (845) 344-5863  
Fax: (845) 956-5865

19 Waywayup Lane  
Port Jervis, NY 12771  
Phone: (845) 956-5866

September 13, 2019

James Osborne  
Town of Newburgh  
1496 Route 300  
Newburgh, New York 12250

RE: 21 Hudson Valley Professional Building  
Bid Opening

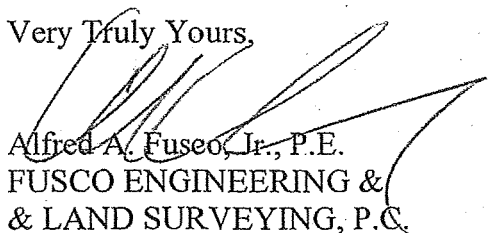
Dear Mr. Osborne,

On September 13, 2019, competitive bids were opened for the above noted project. We have reviewed the bids and recommend the lowest qualifying bid of:

Westar Tech Services  
PO Box 988  
Middletown, New York 10940  
Bid \$39,399.00  
Contingency \$10,000.00  
TOTAL BID: \$49,399.00

Please advise if you have any questions.

Very Truly Yours,

  
Alfred A. Fusco, Jr., P.E.  
FUSCO ENGINEERING &  
& LAND SURVEYING, P.C.  
AAF/cam

7A1



- 233 East Main Street  
Middletown, NY 10940  
Phone: (845) 344-5863  
Fax: (845) 956-5865
- 19 Waywayup Lane  
Port Jervis, NY 12771  
Phone: (845) 956-5866

Alfred A. Fusco, Jr., P.E., Principal

Alfred A. Fusco, III, General Manager

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## Short Form Agreement

7A2

Fusco Engineering & Land Surveying, P.C. and its agents agree to provide professional services to the following:

Date: September 13, 2019  
Clients Name: Town of Newburgh  
James Osborne  
Clients Address: 1496 Route 300  
Newburgh, NY 12550  
Clients Phone Number: (845) 564-7814  
Clients Email: [engineering@townofnewburgh.org](mailto:engineering@townofnewburgh.org)  
Project Name: HVAC Renovation Plan  
19-002  
Address of Project: Section 75, Block 1, Lot 19.11  
21 Hudson Valley Professional Building  
Town of Newburgh  
Orange County, New York

**Description of Services Rendered:** Construction Period Services for 21 Hudson Valley Professional Building.

- Exclusions:
- Any Municipal Fees, Backhoes for Soils Testing.
  - Printing, mailing and handling costs involved with any public notice requirements.
  - Any required archeological studies or detailed environmental studies.
  - Review Changes.
  - Construction period services.
  - Any verbal or written authorized changes to this contract.
  - Prints (except when noted in the contract)
  - Topography
  - Survey
  - Site Plan
  - Site drawings
  - Architectural plan, MEP plan

*\*It is our intention to do everything within our considerable expertise to perform these services, but this agreement in no way guarantees any results out of our control. (For example: a specific number of lots in a subdivision, municipal approvals, governmental agency approvals, etc.)*

Proposal:

Lump sum for these services: \$ 3,500.00

PAYMENT OPTIONS: Check – Cash – Credit Card (by phone)

Retainer Amount: Waived

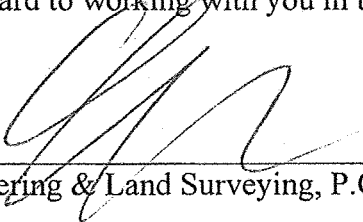
(Retainer due with the return of this agreement, signed and dated, no work will commence until this agreement is signed and the retainer received.) (Credit cards will be charged for balance of contract at time work is completed unless other arrangements for payment are made prior to completion.)

The retainer will be applied to the **final invoice** of an account when the project is completed.

**Compensation for these services shall be paid on receipt of invoice. If payment is not received within thirty (30) days of invoice date, work will cease, and the appropriate action will be taken in accordance with New York State Law. Payment of fees rendered and disbursements incurred is due within 30 days from receipt of the bill for these fees and disbursements. If payment is not made within this time period, Fusco Engineering & Land Surveying, P.C., reserves the right to impose a finance charge of 1.5% per month on such all unpaid fees and disbursements. Also any attorneys fees and/or collection expenses occurred by this office in conjunction with an overdue account will be the sole responsibility of the Client. Engineer liability limited to same amount as paid on this contract.**

**Please acknowledge this agreement by signing and dating below. This document is binding and has important legal consequences; if you have any questions about your agreement do not hesitate to contact us for further explanation. The reason for this agreement is to clarify our relationship with our clients and preclude any misunderstandings.**

We look forward to working with you in the future. Thank you.

  
\_\_\_\_\_  
Fusco Engineering & Land Surveying, P.C.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client, Accepted By

\_\_\_\_\_  
Date

**Hourly Rate Schedule for additional services:**

Principal Engineer.....	\$160.00 Hr.
Project Manager.....	\$120.00 Hr.
Staff Engineer, P.E.....	\$140.00 Hr.
Staff Engineer.....	\$110.00 Hr.
Surveyor PLS.....	\$110.00 Hr.
Sr. Drafter/Designer.....	\$105.00 Hr.
Survey Chief.....	\$ 65.00 Hr.
Survey Technician.....	\$ 50.00 Hr.
CADD Draftspersons.....	\$ 82.00 Hr.
Technician.....	\$ 65.00 Hr.
Inspector.....	\$ 75.00 Hr.
Clerical.....	\$ 66.00 Hr.

**Reimbursable Expenses:**

Mileage.....	\$0.55/mile, plus toll payments
Mailings; public hearing notices, overnight, etc.....	Cost plus 1.5 multiplier.
Filing of Approved Maps at the County.....	\$450.00

Expenses not listed above, and incurred on behalf of the client, shall be invoiced at 1.5 times the expenses.

**Prints**

White prints/Blueprints:

(18 X 24).....	\$ 1.80 per sheet
(24 X 36).....	\$ 3.00 per sheet
(30 X 42).....	\$ 4.50 per sheet
(36 X 48).....	\$ 6.00 per sheet

Mylar sepia:

(24 X 36).....	\$42.00 per sheet
(36 X 48).....	\$84.00 per sheet

B/W Wide Format Scanning:

(18 X 24).....	\$ 6.00 per sheet
(24 X 36).....	\$ 12.00 per sheet
(30 X 42).....	\$ 18.00 per sheet
(36 X 48).....	\$ 24.00 per sheet

Photocopies (8.5 X 11) Color.....	\$ 1.00/each
Photocopies (8.5 X 11) Black and White.....	\$ 0.32/each
Photocopies (11 X 17).....	\$ 0.60/each
Photographs.....	\$ 1.50/each
Binding of specification books.....	\$15.00/each

Joe P.

7C

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: September 16, 2019  
RE: WINTERGREEN SUBDIVISION – WATER SYSTEM IMPROVEMENTS

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ISSUE

There are nine (9) lots in the Wintergreen Subdivision that remain connected to an original two (2) inch diameter steel main that was part of the original well supply. The location of these lots is shown on the attached map.

This steel water main is located in an easement that runs through the lots along with a gravity sewer line delivering sewage to the Wintergreen Sewage Pump Station. According to the Water Department, the service lines from this 2 inch line do not have curb valves or shut-off valves on the water meter and therefore do not meet current Town requirements. In addition, sink holes have developed in a few of the yards indicating system leakage. Given the depth that this line is buried, replacement in kind was not considered an option.

RECOMMENDATIONS

Abandon the two (2) inch main and provide new service lines to existing Town of Newburgh water mains. Given some of the locations of the houses, new service lines for some of the lots will go out to NYS Route 52 for connection to a Town main.

NEXT STEPS

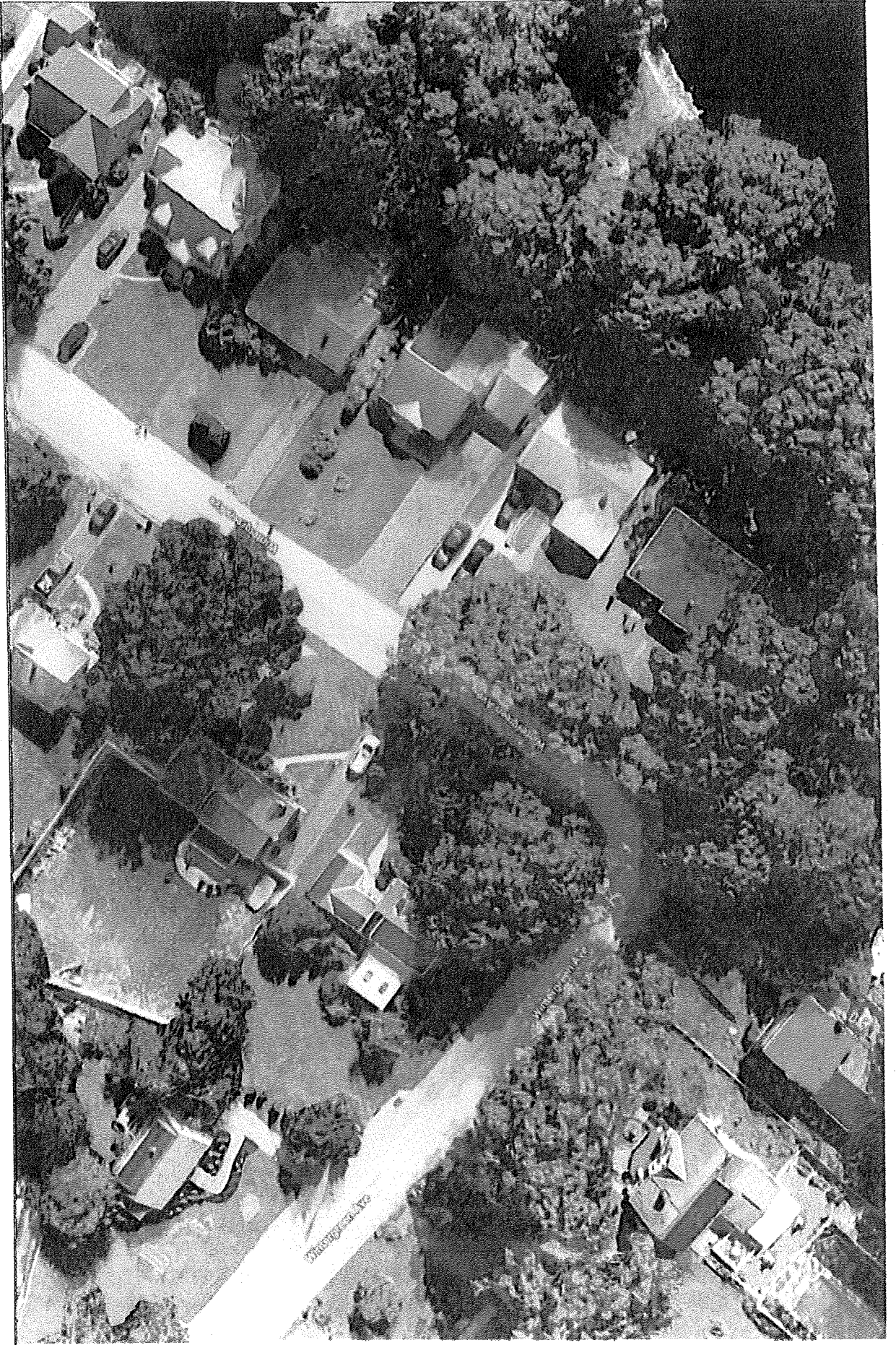
1. Conduct field investigations to identify any conditions that might impact the feasibility and cost.



Google Maps



Google Maps



Joe P,

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TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: September 16, 2019  
RE: ROUTE 300 PARTNERS SITE PLAN

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Based on documentation submitted by the developer that the installed stormwater management system has been cleaned of all accumulated debris, I am recommending that the Town Board release any and all performance securities held for the installation of the stormwater management system. Upon approval, the Town Clerk should return the existing Bond # 71791014 from Western Surety Co. in the amount of \$ 101,067.00.

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

JWO/id

cc: M. Taylor, Attorney  
G. Canfield, Code Compliance

# Western Surety Company

## SITE IMPROVEMENT Performance Bond

Bond # 71791014

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_

Route 300 Partners, LLC and Deiorio Law Group, PLLC  
Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the  
State of New York as Surety, are held and firmly bound unto  
Town of Newburgh

as Obligee, in the sum of One Hundred One Thousand Sixty-Seven and 00/100  
Dollars (\$ \$101,067.00) lawful money of the United States of America, for which  
payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors,  
and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, guaranteeing only that the  
Principal will complete site improvements ~~as per estimate prepared by~~ In accordance with that  
certain Landscape Plan approved by the Town of Newburgh Planning Board  
dated February 1, 2016

\_\_\_\_\_ attached to and made a part hereof at certain land known as  
128 Old South Plank Rd., Newburgh, NY 12550

\_\_\_\_\_ all of which improvements shall be completed on or before the date  
set forth in the agreement or any extension thereof, and the Principal provides this bond as security for  
such agreement.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out all the  
terms of said agreement relating to the site improvements only and perform all such work as set forth  
in the attached agreement, then this obligation shall be null and void; otherwise, to remain in full force  
and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety.  
The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for  
any reason whatsoever.

SIGNED, SEALED AND DATED THIS 1st DAY OF June, 2016.

PRINCIPAL:

Route 300 Partners, LLC and  
Deiorio Law Group, PLLC

By: Vincenzo Deiorio

SURETY:

WESTERN SURETY COMPANY

By: Luigi Gino Errico  
Luigi Gino Errico, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71791014

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Luigi Gino Errico

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Route 300 Partners, LLC and Deiorio Law Group, PLLC

Obligee: Town of Newburgh

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 1, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of June, 2016.

WESTERN SURETY COMPANY  
CORPORATE SEAL  
STATE OF SOUTH DAKOTA  
COUNTY OF MINNEBAHA } ss

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

On this 1st day of June, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR  
NOTARY PUBLIC  
SOUTH DAKOTA

J. Mohr  
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of June, 2016.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



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

PLEASE REPLY TO:  
Latham

September 6, 2019

**VIA E-MAIL – [supervisor@townofnewburgh.org](mailto:supervisor@townofnewburgh.org)**  
Gil Piaquadio, Supervisor  
Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550

Re: Orchard Hills Landing v. Town of Newburgh  
Index Nos. EF005557-2017 & EF007129-2018  
Our File No. 5018.082

Dear Supervisor Piaquadio:

Orchard Hills Landings Apartment and Townhouse Complex has filed Petitions grieving its assessment in 2017, 2018 and most recently 2019. This is a 260-unit complex located at 1 Kayla Court, a/k/a 819 NS Oak Street (tax map #9-1-45.2). The FMV of the property was \$38,675,958 in 2017, \$39,176,471 in 2018 and \$38,000,000 in 2019.<sup>1</sup> We have been trying to negotiate a settlement with the owner but have not been successful. The Court has ordered that appraisals for the 2017 and 2018 proceedings are to be exchanged at the end of December.

I obtained two bids for trial-ready appraisals, copies attached. Robinson Appraisal Consultants' proposal is for \$15,800 and ESAC's proposal is for \$14,300. Both appraisers are very competent, however, due to the workload of Robinson Appraisal and the slightly lower bid of ESAC, my recommendation is to have ESAC prepare the appraisal.

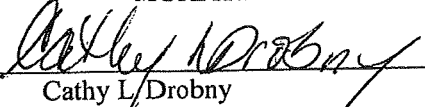
Please place this matter on the agenda for the next Newburgh Town Board meeting for approval. Once the Resolution passes, please let me know and I will contact the appraiser to start work.

I have attached a copy of the potential refund liability chart per the Petitions and also a refund chart showing the potential liability using one of the full market values that the owner had previously presented as a settlement value.

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](mailto:cdrobny@joneshacker.com)  
Direct Dial: (518) 213-0116

CLD:kah  
Attachments

cc: Lori Coady, Assessor (Via E-Mail – [assessor@townofnewburgh.org](mailto:assessor@townofnewburgh.org))  
Mark Taylor, Esq. (Via E-Mail - [mtaylor@riderweiner.com](mailto:mtaylor@riderweiner.com))

<sup>1</sup> We lowered the assessment slightly in 2019 to reduce some of the Town's exposure.



Robinson Appraisal Consultants, LLC

207 Route 9, Ghent, NY 12075

518.965.3775

JRobinsonMAI@Gmail.com

Appraisal Assignment

**DATE OF AGREEMENT:** August 9, 2019

**Client:**

Cathy Drobny, Esq.  
E. Stewart Jones Hacker Murphy, LLP  
7 Airport Park Boulevard  
Latham, New York 12110

**On behalf of:**

The Assessor of the Town of Newburgh and  
Town of Newburgh

Re: Orchard Hills Landings LLC v. Town of Newburgh

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Client hereby engages Appraiser to complete an appraisal assignment as follows:

Pursuant to your request, I have enclosed a fee quote for preparation of a complete trial-ready Appraisal Report. The particulars of the appraisal assignment as I understand it would be as follows:

**PROPERTY IDENTIFICATION**

The subject property is commonly known as Orchard Hills Landings, which is a 260-unit apartment and townhome community, located on Kayla Court and Roman Way in the Town of Newburgh, Orange County, New York, owned by Orchard Hills Landings LLC as outlined on the petitions for 2017 and 2018.

**INTEREST VALUED**

Fee simple

**INTENDED USER(S)**

- Cathy Drobny, Esq. of E. Stewart Jones Hacker Murphy, LLP
- Opposing Counsel
- Town Assessor for the Town of Newburgh, NY
- The New York State Judicial system.

Note: No other users are intended by the appraiser. The appraiser shall consider the intended users when determining the level of detail to be provided in the appraisal.

**INTENDED USE**

To assist my client in estimating market value in order to resolve a property tax assessment dispute.

**TYPE OF & DATE OF VALUE**

Retrospective applicable to the 2017 and 2018 assessment roll years.

**HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS**

None anticipated

**APPLICABLE REQUIREMENTS OTHER THEN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)**

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

**ANTICIPATED SCOPE OF WORK**

**Site visit**

Interior and exterior observation, on-site.

**Valuation approaches**

Sales Comparison and Income Capitalization Approaches.

Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.

**APPRAISAL REPORT**

A trial-ready complete Appraisal Report.



**CONTACT FOR PROPERTY ACCESS**

Please provide the following information to arrange inspection of the property.

Contact Name: \_\_\_\_\_

Telephone/Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DELIVERY DATE**

Based upon my current work load I likely won't be able to commence work on this assignment until about the end of October 2019. Therefore, I would anticipate a late January 2020 delivery of the report.

**NUMBER OF COPIES**

Four copies of the report will be provided together with one pdf version, if requested.

**APPRAISAL REPORT TYPES**

In the appraisal development process, the same level of work is conducted by the appraiser in collecting, confirming, and analyzing the data to derive a final opinion of value. The transmittal of these findings and conclusions, however, can differ. The two report types available include the following:

- 1) A Restricted Appraisal Report, which is essentially an expanded letter, provides very limited information relative to the subject property and data used, and is used to convey the findings in a minimal acceptable format. This type of report is generally only acceptable for the client's own use.
- 2) A complete Appraisal Report, conveys the findings in a more detailed narrative format, and the intended users can include parties not familiar with the property at hand.

**APPRAISAL FEES AND PAYMENT**

*My fee for preparation of appraisal report, suitable for its intended use is:*

*Appraisal Report ..... FIFTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$15,800).*

*The report will be billed upon completion, and all invoices are payable upon receipt. If the attorney and appraiser agree on the submittal of a draft, then the fee is payable upon transmittal of the draft.*

Additional fees for consulting services including conferences, pre-trial preparation, expert testimony, travel time, etc., will be billed as additional amounts based on hourly rates of \$175 per hour, plus any out-of-pocket expenses. Please note my fees do not include engineering, architectural, or other services outside the scope of real estate valuation.

#### **PROPERTIES UNDER CONTRACT FOR SALE OR SALE WITHIN THREE YEARS**

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

Since the property sold in September 2013, which is within three years of the first valuation date, please request that the Petitioner provide all details related to said transaction, including the actual occupancy rate, and income and expenses for the 12 months leading up to the sale date. If the fiscal 12 months income and expenses are not available, then the actual 2012 income and expense statement and a year-to-date statement for the 2013 year up to the sale date. Also, any financing details involving the sale.

#### **ITEMS TO BE PROVIDED BY CLIENT**

A representative lease, together with all property operating expenses for the three years leading up to the first valuation date of July 1, 2016 and annually through 2018. Copies of the 2018 depreciation schedule for the real property and associated furniture, fixtures and equipment related to the complex. History of vacancy and credit loss from 2015-2018. Commencement date, and term for all leases in place as of July 1, 2016.

#### **CONFIDENTIALITY**

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement, with any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

#### **CHANGES TO AGREEMENT**

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be change without a new Agreement.

#### **CANCELLATION**

Client may cancel this Agreement at any time prior to the Appraisers delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

#### **USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS**

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

**TESTIMONY AT COURT OR OTHER PROCEEDINGS**

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntary or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at a judicial, arbitration, or administrative proceeding relating to this assignment.

**APPRAISER INDEPENDENCE**

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or defense any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

**EXPIRATION OF AGREEMENT**

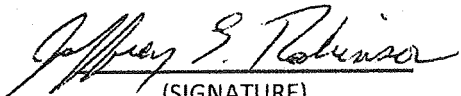
This Agreement is valid only if signed by both Appraiser and Client within 30 days of the Date of Agreement specified.

**GOVERNING LAW & JURISDICTION**

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York, which is the principal place of business of the appraiser.

**By Appraiser:**

**By Client:**



(SIGNATURE)

Jeffrey E. Robinson, MAI

\_\_\_\_\_

(SIGNATURE)

Client Name (PRINTED):

\_\_\_\_\_

August 9, 2019

(DATE)

\_\_\_\_\_

(DATE)



**Empire State Appraisal Consultants**

*a subsidiary of Hudson River Appraisal Group, Inc.*

16 Hudson Street  
Kinderhook, New York 12106  
ph. 518-758-7594  
esac@berk.com

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August 27, 2019

Cathy L. Drobny  
E. Stewart Jones Hacker Murphy LLP  
7 Airport Park Blvd.  
Latham, NY 12110

Via email: [cdrobny@joneshacker.com](mailto:cdrobny@joneshacker.com)

RE:           ORCHARD HILLS  
                  v.  
                  TOWN OF NEWBURGH

Dear Ms. Drobny,

In accordance with your request, we are pleased to submit this fee proposal to provide real estate valuation and consulting services in the captioned matter. It is our understanding this appraisal problem involves a 260+ unit apartment and townhouse complex on a 50-acre site.

We propose to prepare an Appraisal Report of the property for the 2017, 2018 and 2019 assessment rolls, suitable for use at trial, for a fee of \$14,300 (Fourteen Thousand Three Hundred Dollars). Fees for post appraisal services, including conferences, trial preparation, travel and trial appearances will be billed at hourly rates of \$125 for associates and \$195 for principals, plus disbursements.

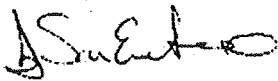
Our report will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation and the Uniform Rules of the New York State Trial Courts.

Cathy L. Drobny, August 27, 2019, page 2

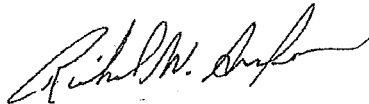
Thank you for considering us for this important assignment. If you have any questions concerning this proposal, please do not hesitate to contact us. As always, we appreciate being of service to the Town of Newburgh.

Kind Regards,

ESAC APPRAISERS – CONSULTANTS



JAMES A. SANEMETERIO  
NYS Certified-General  
Real Estate Appraiser  
Certificate #46-40540



RICHARD W. ARVIDSON  
NYS Certified General  
Real Estate Appraiser  
Certificate #46-5767

RWA/mc

# Orchard Hills Landing v. Newburgh

Year	Parcel Number	Assessed Value	Offered Assessed Value	Eq. Rate	FMV	Offered FMV	Difference	Tax Rate	Refund Liability
2017	9-1-45.21	\$13,320,000	\$ 11,709,600	34.44%	\$38,675,958	\$ 34,000,000	\$ 1,610,400	County	11.1261 \$ 17,917.47
								Town	9.2118 \$ 14,834.68
								Highway	5.2743 \$ 8,493.73
								Fire-Mi	3.7273 \$ 6,002.44
								Sp.Dist.	1.5515 \$ 2,498.54
								Library	1.98242 \$ 3,192.49
							Marlboro	School	78.72968 \$ 126,786.28
2018	9-1-45.21	\$13,320,000	\$ 10,880,000	34.00%	\$39,176,471	\$ 32,000,000	\$ 2,440,000	County	11.0305 \$ 26,914.42
								Town	9.4132 \$ 22,968.21
								Highway	5.4584 \$ 13,318.50
								Fire-Mi	4.3312 \$ 10,568.13
								Sp.Dist.	1.4642 \$ 3,572.65
								Library	2.15492 \$ 5,258.00
							Marlboro	School	81.57889 \$ 199,052.49
2019	9-1-45.21	\$12,236,000	\$ 9,660,000	32.20%	\$38,000,000	\$ 30,000,000	\$ 2,576,000	County	11.0305 \$ 28,414.57
								Town	9.4132 \$ 24,248.40
								Highway	5.4584 \$ 14,060.84
								Fire-Mi	4.3312 \$ 11,157.17
								Sp.Dist.	1.4642 \$ 3,771.78
								Library	2.310789 \$ 5,952.59
							Marlboro	School	87.568006 \$ 225,575.18
								County	\$ 73,246.46
								Town	\$ 62,051.29
								Highway	\$ 35,873.07
								Fire-Mi	\$ 27,727.74
								Sp.Dist.	\$ 9,842.96
								Library	\$ 14,403.09
								School	\$ 551,413.95

2019 Town/County tax rates are used to calculate the refund for the 2019 proceeding

# Orchard Hills Landing v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2017	9-1-45.21	\$13,320,000	\$ 7,200,000	34.44%	\$38,675,958	\$ 20,905,923	\$ 6,120,000	County	11.1261 \$ 68,091.73
								Town	9.2118 \$ 56,376.22
								Highway	5.2743 \$ 32,278.72
								Fire-Mi	3.7273 \$ 22,811.08
								Sp.Dist.	1.5515 \$ 9,495.18
2018							Marlboro	Library	1.98242 \$ 12,132.41
							Marlboro	School	78.72968 \$ 481,825.64
	9-1-45.21	\$13,320,000	\$ 7,200,000	34.00%	\$39,176,471	\$ 21,176,471	\$ 6,120,000	County	11.0305 \$ 67,506.66
								Town	9.4132 \$ 57,608.78
								Highway	5.4584 \$ 33,405.41
2019								Fire-Mi	4.3312 \$ 26,506.94
								Sp.Dist.	1.4642 \$ 8,960.90
							Marlboro	Library	2.15492 \$ 13,188.11
							Marlboro	School	81.57889 \$ 499,262.81
	9-1-45.21	\$12,236,000	\$ 7,200,000	32.20%	\$38,000,000	\$ 22,360,248	\$ 5,036,000	County	11.0305 \$ 55,549.60
							Town	9.4132 \$ 47,404.88	
							Highway	5.4584 \$ 27,488.50	
							Fire-Mi	4.3312 \$ 21,811.92	
							Sp.Dist.	1.4642 \$ 7,373.71	
							Marlboro	Library	2.310789 \$ 11,637.13
							Marlboro	School	87.568006 \$ 440,992.48
								County	\$ 191,147.99
								Town	\$ 161,389.88
								Highway	\$ 93,172.63
								Fire-Mi	\$ 71,129.94
								Sp.Dist.	\$ 25,829.80
								Library	\$ 36,957.65
								School	\$ 1,422,080.93

2019 Town/County tax rates are used to calculate the refund for the 2019 proceeding



9

TOWN OF NEWBURGH ANIMAL CONTROL &  
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: September 13, 2019

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

Totaling: \$57.40

Feline: \$

Canine: \$57.40



**TOWN OF NEWBURGH**

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

VOUCHER

18987

DEPARTMENT

Town of Newburgh Animal Control

CLAIMANT'S NAME AND ADDRESS

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

TERMS

July 2019 Voucher

Order No.

DO NOT WRITE IN THIS BOX

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

Vendor's Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7-20-19	INV # 834844501	7-20-19 Brindle mix (F) mixed breed		57.40
	# 55-19 "Rozzi" aka "Ariel"			
(See Instructions on Reverse Side)			TOTAL	57.40

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 57.40 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9-5-19

Jean Tobin  
SIGNATURE

Acct Manager  
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE



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

Dr. Juliano | Date: 7/22/2019 at 07:56 | Invoice: 834844581 | Cashier: Jean T

Client	Patient
Town Of Newburgh Animal Control (#18987) 645 Gidney Avenue Newburgh, NY 12550	7-20-19 Brindle Mix (#123188) Species: Canine (Mixed Breed) Sex: Female   Color: Brindle Birth:   Age:   Weight:

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
7/20/2019	Boarding Animal Control	1.00	\$28.70	\$0.00	\$28.70
7/21/2019	Boarding Animal Control	1.00	\$28.70	\$0.00	\$28.70
7/22/2019	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: **\$57.40**

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
7-20-19 Brindle Mix	\$57.40	\$0.00	\$57.40

	Total Due Amount	
--	---------------------	--

STATE OF NEW YORK  
TOWN OF NEWBURGH

Scout  
FvI

110  
11A

-----X

In The Matter of the Service Retirement Buyout

**AGREEMENT**

-----X

This is an Agreement by and among CSEA Unit #7913, and the Town of Newburgh ("The Town"),

**WHEREAS**, CSEA and the Town of Newburgh who have employees with sufficient credited service and meeting any other statutory prerequisites of the New York State Employee Retirement System in order to be eligible for a Service Retirement; and

**WHEREAS**, The Town has offered a buyout incentive for Town of Newburgh employees who are eligible for service retirements with at least fifteen (15) years of credited service, in the amount of \$12,500.00 for those with a minimum of 15 through and including 19 years of service, and \$15,000.00 for those with twenty (20) or more years of service; and

**WHEREAS**, The Town and CSEA Unit #7913 have expressed a desire to resolve all issues; and

**NOW, THEREFORE, IN CONSIDERATION** of the same mutual undertakings and promises contained in this Agreement, the parties hereby agree as follows:

1. Employee agrees to irrevocably resign from employment as a "title of employee" in the Town of Newburgh effective 00/00/2019, for the purpose of retirement. (Employee) agrees to tender his/her irrevocable letter of resignation to the Town Supervisor, effective 00/00/2019 The irrevocable letter of resignation is attached hereto and made a part hereof.
2. In exchange for "**Employee Title**" irrevocable resignation for the purpose of retirement, the Town Board of the Town of Newburgh agrees to provide a buyout in the amount as detailed above and as may apply. The Town will provide a neutral job reference if asked by any potential future employers on behalf of **(the employee)**
3. In exchange for the above-stated consideration and the promises contained herein, **(employee)** agrees to forever release and discharge the Town, its Board members, its Department Heads, and all its employees and/or agents from any and all liabilities arising directly or indirectly out of his/her employment with the Town from (employee) date of hire through the effective date of this Agreement/irrevocable resignation, including, but not limited to, any claims asserted and/or non-asserted he/she may have under any Federal, State, County or local statute, regulation, rule ordinance or order including

but not limited to any claim of discrimination based upon race, sex, age, religion, national origin, sexual orientation, disability, marital status or retaliation or any other claim protected by law. This waiver includes but is not limited to, any and all claims (the employee) has or may have under the Federal Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the New York State Human Rights Law, the General Municipal Law, the New York State Civil Service Law, 42 U.S.C. §1983 and the Civil Rights Act of 1991. (Employee) has had his/her rights under Law, referred to above, including, but not limited to, the Older Workers Benefit Protection Act, expressly explained to him/her by representative of his/her choice. (Employee) acknowledges that he/she has been advised by his/her representative of his/her choice that he/she is entitled to at least twenty-one (21) days to consider and review the terms of this Agreement pursuant to the Older Workers Benefit Protection Act and voluntarily waives such right to the twenty-one (21) day waiting period.

4. The Town hereby releases and discharges **(Employee)** from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorney's fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever occurring in the scope of his employment (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement, or any claims arising under any and all Federal, State, County or local statutes, laws, rules and regulations, pertaining to employment, as well as any and all claims under State or Federal contract or tort law against (Employee), up to and including the date of execution of this Agreement and/or irrevocable letter of resignation, except a claim that (Employee) has failed to comply with any obligations created by this Agreement, and/or irrevocable letter of resignation, and excluding any claims which arise from any criminal or illegal acts, defalcation, false claims, receipt of monies.
5. None of the language in this Agreement is intended to, nor does it in fact constitute a waiver or limitation of any party's ability to bring an action to enforce all or part of this Agreement.
6. This Agreement is binding and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
7. It is the express intention of the parties that this Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New York. All parties to this Agreement have contributed to its construction and it shall not be held more strictly against any party by reason of rule of construction.
8. If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of any other provision of this Agreement.

9. **(Employee)** further acknowledges that he/she has reviewed the terms of this Agreement in its entirety with his/her attorney, if any, fully understands all of its terms and their significance, knowingly and voluntarily assents to all the terms and conditions contained in the Agreement.
10. **(Employee)** affirms that this Agreement has been entered into freely, knowingly and openly without coercion or duress and that he/she has had the opportunity to consult with his/her attorney concerning the terms and ramifications of this Agreement. (Employee) acknowledges that he/she was not under any disability that would affect his/her ability to understand and/or agree to the terms of this Agreement at any time relevant to the execution or review and consideration of this Agreement and further acknowledges that he/she has been told that he/she is under no obligation whatsoever to enter into this Agreement.
11. This Agreement constitutes the entire agreement between the parties and any amendments to or changes in the obligations created by this Agreement shall not be effective unless reduced to writing and signed by the parties. All prior written or oral agreements between the representations of the Town and **(Employee)** are hereby terminated and expressly disavowed.
12. The terms of this Agreement have been approved by the Town Board of the Town of Newburgh.

Dated:

\_\_\_\_\_  
CSEA Unit #7913 Representative

\_\_\_\_\_  
Gil Piaquadio Supervisor

Attachment: Irrevocable Letter of Resignation

\_\_\_\_\_, 2019

Town Board, Town of Newburgh  
1496 Rt. 300  
Newburgh, New York 12550

ATTN: Hon. Gil Piaquadio, Town Supervisor

Dear Town Board:

I hereby resign my position with the Town of Newburgh, Employee Department, effective 00/00/2019. This resignation is irrevocable. Further, by signing this letter I confirm that I meet the eligibility requirements of the Buyout Agreement executed on today's date (as indicated above).

\_\_\_\_\_  
Name of Employee (print)

\_\_\_\_\_  
Employee's Signature

cc: Personnel File

**Data Processing September 23rd Workshop agenda**

**Motion to:**

**Purchase three (3) OptiPlex 3060 computers from Dell Inc.  
and three (3) Dell 23" monitors P2319H for Animal Control  
at a cost of \$ 2,529.81**

**Motion to expend:**

**\$ 2,529.81 from the Computer Reserve account fund 001-878**

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature is cursive and appears to read "Mel".



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	<b>3000045006702.1</b>	<b>Sales Rep</b>	Mallory Sassano
<b>Total</b>	<b>\$843.27</b>	<b>Phone</b>	(800) 456-3355, 7250209
<b>Customer #</b>	28486270	<b>Email</b>	Mallory_Sassano@Dell.com
<b>Quoted On</b>	Aug. 26, 2019	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Sep. 25, 2019		TOWN OF NEWBURGH
			343 ROUTE 32
			NEWBURGH, NY 12550

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Mallory Sassano

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
ACCOUNTS PAYABLE TOWN OF NEWBURGH 343 ROUTE 32 NEWBURGH, NY 12550 (845) 564-2180	Standard Delivery

Product	Unit Price	Qty	Subtotal
OptiPlex 3060 SFF	\$661.28	1	\$661.28
Dell 23 Monitor – P2319H	\$181.99	1	\$181.99



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<b>Subtotal:</b>	<b>\$843.27</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$843.27</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$843.27</b>
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Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

ACCOUNTS PAYABLE  
TOWN OF NEWBURGH  
343 ROUTE 32  
NEWBURGH, NY 12550  
(845) 564-2180

### Shipping Method

Standard Delivery

Description	SKU	Unit Price	Qty	Subtotal
<b>OptiPlex 3060 SFF</b>		\$661.28	1	\$661.28
Estimated delivery if purchased today: Sep. 04, 2019 Contract # 56AHC Customer Agreement # PM20820/1000041162				
OptiPlex 3060 Small Form Factor BTX	210-AOIM	-	1	-
Intel Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W); supports Windows 10/Linux	338-BNZU	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
8GB 1X8GB DDR4 2666MHz UDIMM Non-ECC	370-AEBK	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
3.5" 500GB 7200rpm SATA Hard Disk Drive	400-AWFO	-	1	-
ODD Bezel, Small Form Factor	325-BCXP	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
No Media Card Reader	379-BBHM	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
No Wireless Driver	340-AFMQ	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
OptiPlex 3060 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BDRC	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
No Cable Cover	325-BCZQ	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Integrated Stand option	575-BBBI	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-

Dell Developed Recovery Environment	658-BCUV	-	1	-
Software for OptiPlex Systems	658-BDVY	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Energy Star	387-BBLW	-	1	-
Fixed Hardware Configuration	998-CYXI	-	1	-
No Chassis Intrusion Switch	461-AAEI	-	1	-
No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	575-BBKX	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
TPM Enabled	329-BBJL	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
Intel(R) Core(TM) i5 Processor Label	389-CGBB	-	1	-
Retail POD	389-BDQH	-	1	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	1	-
No Intel Responsive	551-BBBJ	-	1	-
No Out-of-Band Systems Management	631-ABSG	-	1	-
No CompuTrace	461-AABF	-	1	-
US Order	332-1286	-	1	-
SFF: EPA Regulatory LBL for Mexico	389-CMVL	-	1	-
Ship Material for OptiPlex Small Form Factor	340-CDWZ	-	1	-
Shipping Label for DAO	389-BBUU	-	1	-
Documentation,English,French,Dell OptiPlex 3060	340-CDWO	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
No External ODD	429-ABGY	-	1	-
Optional VGA Video Port for SFF	382-BBFF	-	1	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	803-8774	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	803-8802	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	803-8830	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	803-8886	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Client ProSupport Plus Asset Label without Company Name	365-0896	-	1	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	1	-
<b>Dell 23 Monitor – P2319H</b>		<b>\$181.99</b>	<b>1</b>	<b>\$181.99</b>
Estimated delivery if purchased today: Aug. 30, 2019				
<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Subtotal</b>
Dell 23 Monitor - P2319H	210-AQCI	-	1	-
Dell Limited Hardware Warranty	814-9381	-	1	-
Advanced Exchange Service, 3 Years	814-9382	-	1	-

Subtotal:	\$843.27
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$843.27

## Important Notes

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### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boom.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

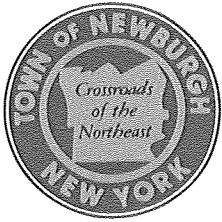
### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



## TOWN OF NEWBURGH

14A

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board

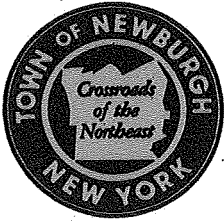
From: Charlene M Black, Personnel

Date: September 17<sup>th</sup>, 2019

Re: Part time Police Officer – Nicole Dolan

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Please find attached a letter from Chief Campbell requesting the approval to hire Nicole Dolan as a part time Police Officer. Approval will be pending the outcome of her physical, drug and alcohol testing, fingerprints and completion of all paperwork. Thank you in advance for your time in this matter.



## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

**Phone: (845) 564-1100**  
**Fax: (845) 564-1870**

September 17, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Police Officer Position

I am requesting authorization to hire Nicole Dolan as a part-time police officer at a rate of \$25.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting Ms. Dolan receive a start date effective on or after September 30, 2019 pending results of her physical exam and background investigation. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell".

Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Nicole Delon

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL-TIME OR PART TIME: (Full Time)

HOURLY RATE: \$25.00 / hour

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: On or After 9/30/19

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

9/17/19  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT





## TOWN OF NEWBURGH

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1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board

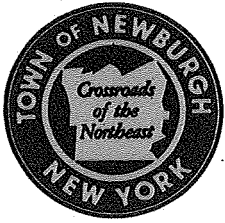
From: Charlene M Black, Personnel

Date: September 17<sup>th</sup>, 2019

Re: Part time Police Officer – John Romano

---

Please find attached a letter from Chief Campbell requesting the approval to hire John Romano as a part time Police Officer. Approval will be pending the outcome of his physical, drug and alcohol testing, fingerprints and completion of all paperwork. Thank you in advance for your time in this matter.



## **TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

**Phone: (845) 564-1100**  
**Fax: (845) 564-1870**

September 17, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Police Officer Position

I am requesting authorization to hire John Romano as a part-time police officer at a rate of \$25.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting Mr. Romano receive a start date effective on or after September 30, 2019 pending results of his physical exam and background investigation. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: John Romano

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full Time

HOURLY RATE: \$25/hour

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: 9/30/19

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

9/17/19  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



## TOWN OF NEWBURGH

14C

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board

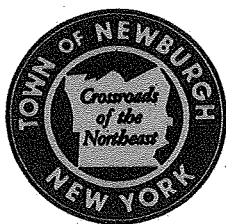
From: Charlene M Black, Personnel

Date: September 19, 2019

Re: Part Time Crossing Guard Position

---

Please see attached the request from Chief Campbell to hire Thomas McManus to the vacant position of crossing guard. If approved Thomas McManus will need to complete paperwork, physical and fingerprints. A proposed date of hire will be on or after September 30, 2019. Thank you in advance.



## **TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

**Phone: (845) 564-1100**  
**Fax: (845) 564-1870**

September 19, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Crossing Guard

I am requesting authorization to hire Thomas McManus as a part-time Crossing Guard at a rate of \$12.50 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after September 30<sup>th</sup>, 2019 pending a physical exam and fingerprinting. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000).

Respectfully submitted,

Donald B. Campbell  
Chief of Police

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Thomas Mc Manus

DEPARTMENT: Police Dept

TITLE OF POSITION: Crossing Guard

FULL TIME OR PART TIME: \_\_\_\_\_

HOURLY RATE: \$12.50 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO \_\_\_\_\_

FUND APPROPRIATION NUMBER: 001-3120-0100-002

PROPOSED HIRE DATE: 9/30/19

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

9/19/19  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



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

Date: 9/16/2019

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

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

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

Reason why the budget transfer is needed Envirotest fees are split between DAT + CLFP however there was an uneven budget DAT budget 10,000 + CLFP 35,000. This transfer will bring DAT Budget up to cover fees for the year.

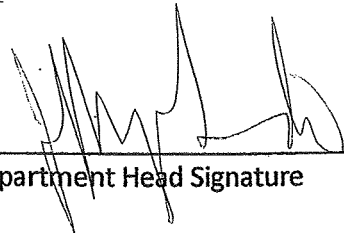
From: Account Number: 4001.5470 Amount: \$6,500  
Account Description: CLFP Testing fees Amount: \_\_\_\_\_

From: Account Number: \_\_\_\_\_ Amount: \_\_\_\_\_  
Account Description: \_\_\_\_\_ Amount: \_\_\_\_\_

To: Account Number: 4002.5470 Amount: \$6,500  
Account Description: DAT Testing fees Amount: \_\_\_\_\_

To: Account Number: \_\_\_\_\_ Amount: \_\_\_\_\_  
Account Description: \_\_\_\_\_ Amount: \_\_\_\_\_

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

  
\_\_\_\_\_  
Department Head Signature  
Accounting

\_\_\_\_\_  
Gil Piaquadio, Town Supervisor