ANDREW J. ZARUTSKIE Town Clerk 1496 Route 300 Town of Newburgh, New York 12550 Telephone: (845) 564-4554

TOWN COUNCIL MEETING PUBLIC MEETING AGENDA Monday, August 1, 2016

7:00 p.m.

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG
- 3. MOMENT OF SILENCE
- 4. CHANGES TO AGENDA
- 5. APPROVAL OF AUDIT
- 6. DEPARTMENT HEAD REPORTS
- 7. ASSESSOR: Tax Certiorari (C & S Grocers)
- 8. ENGINEERING: Chadwick Lake Filter Plant Study
- 9. HIGHWAY: Road ROW Dedication
- 10. DEPT. OF PUBLIC WORKS: Water Main Easement Relocation (Colandrea)
- 11. ACCOUNTING: Transfer
- 12. DELAWARE AQUEDUCT TAP: Approval of Invoices
- 13. ANIMAL CONTROL: T-94 Withdrawal
- 14. TOWN HALL: Lease of Copier
- 15. RECREATION: Use of Stage
- 16. ETHICS BOARD:
 - A. Reappointment of Karl Najork
 - B. Reappointment of David Violate
- **17. ANNOUNCEMENTS**
- **18. PUBLIC COMMENTS**
- 19. POSSIBILITY OF EXECUTIVE SESSION: Letchus Claim
- 20. ADJOURNMENT

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

7 AIRPORT PARK BOULEVARD LATHAM, NY 12110 PHONE: (518) 783-8843 FAX: (518) 783-8101

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

www.joneshacker.com

PLEASE REPLY TO: Troy

Jones Hacker Murphy LLP

June 14, 2016

VIA E-MAIL - mtaylor@riderweiner.com Mark C. Taylor, Esq. Rider, Weiner & Frankel, P.C. P.O. Box 2280 Newburgh, New York 12550

Re: C&S Wholesale Grocers v. Town of Newburgh Index Nos. 2011-6569; 2012-6141; 2013-5367; 2014-4956 & 2015-5141 Our File No. 5018.089

Dear Mr. Taylor:

Attached please find the proposed Consent Order and Judgment in reference to the above-referenced proceedings. There are currently five (5) years pending on two (2) parcels - a 10.6 acre vacant commercial parcel located on Corporate Boulevard (Tax Map No. 95-1-68) and a 505,577 sq. ft. warehouse/distribution center located on Corporate Boulevard Rt. 17K (Tax Map No. 95-1-1.1). The vacant land has a value of around \$1,223,700; the full market value of the warehouse/distribution center ranges from about \$24,000,000 to \$26,000,000. After multiple Court conferences, review of the discovery documents provided, review of the property and consideration of the cost of a trial and a trial-ready appraisal, Molly Carhart and I were able to reach a settlement with the petitioner which we believe is a fair settlement. In addition, as part of the settlement, the petitioner agreed to discontinue the 2011 proceeding against parcel no. 95-1-1.1.

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

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

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

Very truly yours,

E. STEWART JONES HACKER MURPHY LLP

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

CLD:kah Attachments cc: Molly Carhart, Assessor Gilbert Piaquadio, Supervisor STATE OF NEW YORK SUPREME COURT

COUNTY OF ORANGE

In the Matter of

C&S WHOLSALE GROCERS INC.,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESSEMNT REVIEW OF THE TOWN OF NEWBURGH, AND THE TOWN OF NEWBURGH, COUNTY OF ORANGE, NEW YORK, **CONSENT ORDER AND JUDGMENT** Index Nos. 2011-6569; 2012-6141; 2013-5367; 2014-4956 & 2015-5141

Respondents.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be settled and compromised in the following manner:

1. These special proceedings shall be joined for a single disposition pursuant to \$710 of the Real Property Tax Law on consent of counsel.

2. The 2011, 2012, 2013, 2014, 2015 and 2016 final assessments on the petitioner's subject property tax parcels 95-1-1.1 and 95-1-68 were fixed by the Assessor of the Town of Newburgh as follows:

Year	Tax Map No.	Property Location	Property Assessed Value
	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
		Corporate Blvd Rt 17k	\$9,400,000
	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2014	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2015	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2016	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000

As to parcel 95-1-1.1:

As to parcel 95-1-68:

Year	Tax Map No.	Property Location	Property Assessed Value
2011	95-1-68	Corporate Blvd	\$ 465,000
2012	95-1-68	Corporate Blvd	\$ 465,000
2013	95-1-68	Corporate Blvd	\$ 465,000
2014	95-1-68	Corporate Blvd	\$ 465,000
2015	95-1-68	Corporate Blvd	\$ 465,000
2016	95-1-68	Corporate Blvd	\$ 465,000

3. The 2011, 2012, 2013, 2014, 2015 and 2016 final assessments on the petitioner's real property shall be corrected, reduced and revised in the following manner:

As to parcel 95-1-1.1:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2011	95-1-1.1	\$9,400,000	\$9,400,000	-0-
2012	95-1-1.1	\$9,400,000	\$8,680,150	(\$719,850)
2012	95-1-1.1	\$9,400,000	\$8,387,522	(\$1,012,478)
2014	95-1-1.1	\$9,400,000	\$8,217,649	(\$1,182,351)
2015	95-1-1.1	\$9,400,000	\$8,217,648	(\$1,182,352)
2016	95-1-1.1	\$9,400,000	\$7,644,324	(\$1,755,676)

As to parcel 95-1-68:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2011	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2012	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2013	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2014	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2015	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2016	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)

4. The Assessor of the Town of Newburgh shall forthwith correct and revise the entry with respect to the final assessment rolls of the Town in a manner consistent with the provisions of the preceding paragraphs.

5. These revised and corrected assessments shall be administered in accordance with the provisions of Section 726 of the <u>Real Property Tax Law</u> and the Town of Newburgh, the Newburgh Central School District, the County of Orange, and any special district for which taxes are levied based on the assessment made subject to this agreement, shall forthwith audit, pay and refund to petitioner principal amounts of excess taxes paid by petitioner, all refund drafts being payable to "JANATA, LACAP & HAZEN, LLP, as attorneys for Petitioner"; and said refunds should be tendered to Janata, LaCap & Hazen, LLP , 155 North Main Street, New City, New York 10956. Said refunds shall be for repayment of excess principal taxes paid and shall be made in accordance with local refunding procedures established and provided for such cases. Petitioner waives statutory interest from all refunds paid by the Town, County and School District if paid within 60 days of service of this Consent Order and Judgment with notice of entry thereon.

6. If applicable, corrected or amended property tax bills shall be furnished to petitioner by the Town of Newburgh, the County of Orange and/or the Newburgh Central School District, for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

7. The judicial proceeding as to the assessed value of the subject property in dispute for 2011, 2012, 2013, 2014 and 2015 are being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceedings entitled above.

9. This Consent Order will be submitted to the New York State Supreme Court for signature and entry, and this proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any

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relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED: _____, 2016

Cathy L. Drobny, Esq. E. Stewart Jones Hacker Murphy, LLP Attorneys for Respondents 7 Airport Park Boulevard Latham, New York 12110 Tel: (518) 783-3843

DATED: _____, 2016

Henry LaCap, Esq. Janata, LaCap & Associates Attorney for Petitioner 155 North Main Street New City, New York 10956 Tel: (845) 634-0334

PRESENT: HON. CATHERINE M. BARTLETT BE IT SO ORDERED AND ADJUDGED.

DATED: AT: , 2015 , New York

Hon. Catherine M. Bartlett

	Refund Liability	3.166.79	3,877.67	1,331.64	1,139.00	21,653.89	64,267.29	78,693.81	27,024.54	23,115.00	439,446.51	3,096.14	3,960.22	1,360.48	1,183.68	21,828.58	62,833.47	80,359.13	27,609.66	24,021.66	442,991.73	3,337.75	4,352.61	1,380.88	1,396.31	23,746.55	67,736.61	88,332.42	28,023.66	28,336.92	481,915.32
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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 July, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor	
	RESOLUTION OF TOWN BOARD
Elizabeth J. Greene, Councilwoman	AUTHORIZING SETTLEMENT OF
	PROCEEDINGS UNDER ARTICLE
Paul I. Ruggiero, Councilman	7 OF THE REAL PROPERTY
	TAX LAW:
James E. Presutti, Councilman	SBL #95-1-1.1, 95-1-68
	C&S WHOLESALE GROCERS INC.
Scott M. Manley, Councilman	(CORPORATE BLVD RT. 17K)
· ·	INDEX NUMBERS 2011-6569, 2012-6141
	2012 5267 2014 4056 & 2015 5141

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

WHEREAS, C&S Wholesale Grocers Inc. (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 two parcels located on Corporate Boulevard – NYS Route 17K (Section 95-Block 1-Lots 1.1 and 68) on the tax assessment roll for the tax years 2011, 2012, 2013, 2014 and 2015; and

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

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

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

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

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

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.

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July 7, 2016

Mr. James W. Osborne, Town Engineer 1496 Route 300 Town of Newburgh, New York 12550

Dear Mr. Osborne:

Re:

Cost Proposal for Engineering Study of the Chadwick Lake Filter Plant & Reservoir

Please find attached HDR's Cost Proposal to conduct an Engineering Evaluation of the Long-term Use and Economic Viability of the Chadwick Lake Reservoir and Filter Plant. We have provided lump sum numbers for each of the Tasks listed in our proposal. As requested, we have reviewed the tasks and approach in our June 1st scope of work and we have prepared scope modifications / refinements as noted in the attached Table.

We have incorporated the additional scope items that the Town requested to assess MIEX effectiveness and evaluate skid-mounted or temporary treatment system feasibility to increase plant

In the Table, we have described additional services that HDR could provide, for example, we have proposed preparing a technical memorandum describing how the Town could meet the 2025 water demand as a supplemental task.

We appreciate having the opportunity to submit our cost proposal and if selected, we look forward to working with the Town on this important project. Should you require additional information or have any questions, please feel free to contact me at 914-993-2025 or Jim Jensen at 201-335-9379.

Sincerely, HDR Engineering, Inc.

Muchael a. Principe

Michael A. Principe Vice President

Cc:

Jim Jensen, PE

Joe Frissora, PE

hdrinc.com

1 International Boulevard, 10th Floor, Suite 1000, Mahwah, NJ 07495-0027

ANDREW J. ZARUTSKIE Town Clerk 1496 Route 300 Town of Newburgh, New York 12550 Telephone: (845) 564-4554

TOWN COUNCIL MEETING PUBLIC MEETING AGENDA

Monday, August 1, 2016 7:00 p.m.

- 1. ROLL CALL
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG
- 3. MOMENT OF SILENCE
- 4. CHANGES TO AGENDA
- 5. APPROVAL OF AUDIT
- 6. DEPARTMENT HEAD REPORTS
- 7. ASSESSOR: Tax Certiorari (C & S Grocers)
- 8. ENGINEERING: Chadwick Lake Filter Plant Study
- 9. HIGHWAY: Road ROW Dedication
- 10. DEPT. OF PUBLIC WORKS: Water Main Easement Relocation (Colandrea)
- 11. ACCOUNTING: Transfer
- 12. DELAWARE AQUEDUCT TAP: Approval of Invoices
- 13. ANIMAL CONTROL: T-94 Withdrawal
- 14. TOWN HALL: Lease of Copier
- 15. RECREATION: Use of Stage
- **16. ETHICS BOARD:**
 - A. Reappointment of Karl Najork
 - B. Reappointment of David Violate
- **17. ANNOUNCEMENTS**
- **18. PUBLIC COMMENTS**
- **19. POSSIBILITY OF EXECUTIVE SESSION: Letchus Claim**
- **20. ADJOURNMENT**

28 SECOND STREET

SARATOGA SPRINGS, NY 12866 PHONE: (518) 584-8886 www.joneshacker.com

PLEASE REPLY TO:

Troy

TROY, NY 12180 PHONE: (518) 274-5820 FAX: (518) 274-5875 7 AIRPORT PARK BOULEVARD LATHAM, NY 12110 PHONE: (518) 783-38A3 FAX: (518) 783-6101 S11 BROADWAY

Jones Hacker Murphy LLP

June 14, 2016

VIA E-MAIL - mtaylor@riderweiner.com

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

Re: C&S Wholesale Grocers v. Town of Newburgh Index Nos. 2011-6569; 2012-6141; 2013-5367; 2014-4956 & 2015-5141 Our File No. 5018.089

Dear Mr. Taylor:

Attached please find the proposed Consent Order and Judgment in reference to the above-referenced proceedings. There are currently five (5) years pending on two (2) parcels - a 10.6 acre vacant commercial parcel located on Corporate Boulevard (Tax Map No. 95-1-68) and a 505,577 sq. ft. warehouse/distribution center located on Corporate Boulevard Rt. 17K (Tax Map No. 95-1-1.1). The vacant land has a value of around \$1,223,700; the full market value of the warehouse/distribution center ranges from about \$24,000,000 to \$26,000,000. After multiple Court conferences, review of the discovery documents provided, review of the property and consideration of the cost of a trial and a trial-ready appraisal, Molly Carhart and I were able to reach a settlement with the petitioner which we believe is a fair settlement. In addition, as part of the settlement, the petitioner agreed to discontinue the 2011 proceeding against parcel no. 95-1-1.1.

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

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

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

Very truly yours,

E. STEWART JONES HACKER MURPHY LLP

By: Cethy Khabry

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

CLD:kah Attachments cc: Molly Carhart, Assessor Gilbert Piaquadio, Supervisor

STATE OF NEW YORK SUPREME COURT

COUNTY OF ORANGE

In the Matter of

C&S WHOLSALE GROCERS INC.,

Petitioner,

-against-

THE ASSESSOR AND THE BOARD OF ASSESSEMNT REVIEW OF THE TOWN OF NEWBURGH, AND THE TOWN OF NEWBURGH, COUNTY OF ORANGE, NEW YORK, CONSENT ORDER AND JUDGMENT Index Nos. 2011-6569; 2012-6141; 2013-5367; 2014-4956 & 2015-5141

Respondents.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be settled and compromised in the following manner:

1. These special proceedings shall be joined for a single disposition pursuant to §710 of the Real Property Tax Law on consent of counsel.

2. The 2011, 2012, 2013, 2014, 2015 and 2016 final assessments on the petitioner's subject property tax parcels 95-1-1.1 and 95-1-68 were fixed by the Assessor of the Town of Newburgh as follows:

Year	Tax Map No.	Property Location	Property Assessed Value
	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2012	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2012	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
$\frac{2013}{2014}$	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
$\frac{2014}{2015}$	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000
2015	95-1-1.1	Corporate Blvd Rt 17k	\$9,400,000

As to parcel 95-1-1.1:

As to parcel 95-1-68:

Year	Tax Map No.	Property Location	Property Assessed Value
2011	95-1-68	Corporate Blvd	\$ 465,000
2012	95-1-68	Corporate Blvd	\$ 465,000
2013	95-1-68	Corporate Blvd	\$ 465,000
2014	95-1-68	Corporate Blvd	\$ 465,000
2015	95-1-68	Corporate Blvd	\$ 465,000
2016	95-1-68	Corporate Blvd	\$ 465,000

3. The 2011, 2012, 2013, 2014, 2015 and 2016 final assessments on the

petitioner's real property shall be corrected, reduced and revised in the following manner:

As to parcel 95-1-1.1:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2011	95-1-1.1	\$9,400,000	\$9,400,000	-0-
2012	95-1-1.1	\$9,400,000	\$8,680,150	(\$719,850)
2013	95-1-1.1	\$9,400,000	\$8,387,522	(\$1,012,478)
2014	95-1-1.1	\$9,400,000	\$8,217,649	(\$1,182,351)
2015	95-1-1.1	\$9,400,000	\$8,217,648	(\$1,182,352)
2015	95-1-1.1	\$9,400,000	\$7,644,324	(\$1,755,676)

As to parcel 95-1-68:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2011	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2012	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2013	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2014	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2015	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)
2015	95-1-68	\$ 465,000	\$ 425,000	(\$40,000)

4. The Assessor of the Town of Newburgh shall forthwith correct and revise the entry with respect to the final assessment rolls of the Town in a manner consistent with the provisions of the preceding paragraphs.

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5. These revised and corrected assessments shall be administered in accordance with the provisions of Section 726 of the <u>Real Property Tax Law</u> and the Town of Newburgh, the Newburgh Central School District, the County of Orange, and any special district for which taxes are levied based on the assessment made subject to this agreement, shall forthwith audit, pay and refund to petitioner principal amounts of excess taxes paid by petitioner, all refund drafts being payable to "JANATA, LACAP & HAZEN, LLP, as attorneys for Petitioner"; and said refunds should be tendered to Janata, LaCap & Hazen, LLP , 155 North Main Street, New City, New York 10956. Said refunds shall be for repayment of excess principal taxes paid and shall be made in accordance with local refunding procedures established and provided for such cases. Petitioner waives statutory interest from all refunds paid by the Town, County and School District if paid within 60 days of service of this Consent Order and Judgment with notice of entry thereon.

6. If applicable, corrected or amended property tax bills shall be furnished to petitioner by the Town of Newburgh, the County of Orange and/or the Newburgh Central School District, for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

7. The judicial proceeding as to the assessed value of the subject property in dispute for 2011, 2012, 2013, 2014 and 2015 are being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceedings entitled above.

9. This Consent Order will be submitted to the New York State Supreme Court for signature and entry, and this proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the refund provisions made part hereof. Any party may move this Court on notice to the other for any

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relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED:, 2016	Cathy L. Drobny, Esq. E. Stewart Jones Hacker Murphy, LLP Attorneys for Respondents 7 Airport Park Boulevard Latham, New York 12110 Tel: (518) 783-3843
DATED:, 2016	Henry LaCap, Esq. Janata, LaCap & Associates Attorney for Petitioner 155 North Main Street New City, New York 10956
PRESENT: HON. CATHERINE M. BA BE IT SO ORDERED AND ADJUDGE DATED: , 20 AT: , N	Tel: (845) 634-0334 RTLETT D.

Hon. Catherine M. Bartlett

		Refund Lahilitu	3 166 79	3.877.67	1.331.64	1.139.00	21,653,89	64,267,29	78,693.81	27,024.54	23,115.00	439,446.51	3,096.14	3,960.22	1,360,48	1,183.68	21,828.58	62,833.47	80,359.13	27,609.66	24,021.66	442,991.73	3,337.75	4,352.61	1,380.88	1,396.31	23,746.55	67,736.61	88,332.42	28,023.66	28,336.92	481,915.32
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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 July, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor	
	RESOLUTION OF TOWN BOARD
Elizabeth J. Greene, Councilwoman	AUTHORIZING SETTLEMENT OF
	PROCEEDINGS UNDER ARTICLE
Paul I. Ruggiero, Councilman	7 OF THE REAL PROPERTY
	TAX LAW:
James E. Presutti, Councilman	SBL #95-1- 1.1, 95-1-68
	C&S WHOLESALE GROCERS INC.
Scott M. Manley, Councilman	(CORPORATE BLVD RT. 17K)
	INDEX NUMBERS 2011-6569, 2012-6141,
	2013-5367, 2014-4956 & 2015-5141

Councilman/woman ______ presented the following resolution which was seconded

by Councilman/woman

WHEREAS, C&S Wholesale Grocers Inc. (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 two parcels located on Corporate Boulevard – NYS Route 17K (Section 95-Block 1-Lots 1.1 and 68) on the tax assessment roll for the tax years 2011, 2012, 2013, 2014 and 2015; and

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

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

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

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

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

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	u
Onovito, i laquadio, pupervisor		

The resolution was thereupon declared duly adopted.

July 7, 2016

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Mr. James W. Osborne, Town Engineer 1496 Route 300 Town of Newburgh, New York 12550

Re: Cost Proposal for Engineering Study of the Chadwick Lake Filter Plant & Reservoir

Dear Mr. Osborne:

Please find attached HDR's Cost Proposal to conduct an *Engineering Evaluation of the Long-term Use and Economic Viability of the Chadwick Lake Reservoir and Filter Plant.* We have provided lump sum numbers for each of the Tasks listed in our proposal. As requested, we have reviewed the tasks and approach in our June 1st scope of work and we have prepared scope modifications / refinements as noted in the attached Table.

We have incorporated the additional scope items that the Town requested to assess MIEX effectiveness and evaluate skid-mounted or temporary treatment system feasibility to increase plant filtration capacity.

In the Table, we have described additional services that HDR could provide, for example, we have proposed preparing a technical memorandum describing how the Town could meet the 2025 water demand as a supplemental task.

We appreciate having the opportunity to submit our cost proposal and if selected, we look forward to working with the Town on this important project. Should you require additional information or have any questions, please feel free to contact me at 914-993-2025 or Jim Jensen at 201-335-9379.

Sincerely, HDR Engineering, Inc.

whad a. Principe

Michael A. Principe Vice President

Cc:

Jim Jensen, PE

Joe Frissora, PE

hdrinc.com

1 International Boulevard, 10th Floor, Suite 1000, Mahwah, NJ 07495-0027 (201) 335-9300

Engineering Evaluation for the Long-term Use and Economic Viability of the Chadwick Lake Reservoir and Filter Plant. HDR's Cost Proposal

Two additional workshops for Safe Yield & Suggested Additional Activities that could be provided at additional cost Conduct an extensive safe yield analysis survey and data analysis to better define developing a report to demonstrate how Conduct an extensive watershed field the source water quality issues and In-lake practices respectively and the Town will meet 2025 demand allored management practices Kickoff meeting will be combined with discussions with equipment vendors assessing the effectiveness of MIEX skid-mounted (temporary) treatment system to increase filtration capacity Source water quality issues assessment Safe Yield will be now be performed Water treatment process evaluation has **Proposed Scope Modifications and** recommendations & cost reliability) Reduction to HDR's June 1, 2016 Safe yield scope has been reduced as a site visit & information gathering as a desktop analysis to minimize Project Management scope has been evaluating the feasibility of using and management practices scope of work has been reduced to a desktop interviews with the Town staff 2 workshops (WTP upgrade 5 monthly conference calls and other water suppliers Proposal existing information been revised to include literature reviews reduced as follows: field work activity; review of follows: 6 ¢ 0 0 0 0 P. D'Adamo F. Brilhante M. Principe Task Leader S. Davis Budgetary Estimate \$12K \$30K \$25K \$55K treatment capacity of improvements to the source water quality Title & Overview TASK 2: Determine supply capacity of Chadwick Lake & issues & develop TASK 1: Project TASK 3: Identify shot/long-term Task Management management WTP to meet Recommend compliance regulatory the WTP practices TASK 4:

HDR Engineering, Inc.

July 2016

Engineering Evaluation for the Long-term Use and Economic Viability of the Chadwick Lake Reservoir and Filter Plant. HDR's Cost Proposal

TASK 5: Determination of	Leader	Reduction to HDR's June 1, 2016 Proposal	Suggested Additional Activities that could be provided at additional cost
cost/reliability of \$10K operating the upgraded WTP	J. Jensen	 The cost/reliability assessment scope has been reduced by applying a factored approach for capital and O&M costs using AACE Class 5 criteria for capital and scaling factors for O&M 	Develop cost estimates according to the AACE- Class 4 criteria including equipment takeoffs and life cycle costing
Other Direct Costs \$2K			
TOTAL \$134K			

HDR Engineering, Inc.

July 2016

IN THE MATTER OF THE

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DEDICATION OF PORTIONS OF RIGHTS OF WAY TO A CERTAIN EXISTING TOWN HIGHWAY IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

CONSENT OF TOWN BOARD TO DEDICATION

PORTION OF FIFTH AVENUE

Upon reading the Irrevocable Offer of Dedication in the above entitled matter dated as of the 20th day of July, 2016, wherein the owner in fee of lands described therein which include a portion of an existing Town of Newburgh highway by use to 25 feet from the center line of said existing highway, has offered to dedicate all its right, title and interest to the same to the Town of Newburgh for highway purposes; now, therefore, be it

RESOLVED, that consent be and the same hereby is given to the Superintendent of Highways of the Town of Newburgh to make such Order with respect to the lands described in Schedule "A" attached hereto as is appropriate and to and accept same as a dedicated portion of said highway, in accordance with the provisions of the Highway Law and other statutes applicable thereto.

Dated the day of July, 2016.

TOWN BOARD OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK SCHEDULE ``A''

er Weiner & Frankel_{r.c.} TTORNEYS & COUNSELORS AT LAW

MEMORANDUM

JOHN EWASUTYN, PLANNING BOARD CHAIRMAN (vie a-mail and hand)

P: 845.562.9100 FROM: F: 845.562.9126 RE:

TO:

MARK C. TAYLOR, ATTORNEY FOR THE TOWN

655 Little Britain Road New Windsor, NY 12553

P.O. Box 2280 Newburgh, NY 12550

SUBDIVISION FOR JORG UEW FRISCHKNECHT FIFTH AVENUE PLANNING BOARD PROJECT NO. 2015-06

OUR FILE NO. 800.1 (C)()(2016)

ATTORNEYS

DATE: JULY 22, 2016

David L. Rider Charles E. Frankel Donna M. Badura

COUNSEL

Stephen P. Duggan, III John K. McGuirk

OF COUNSEL

We have received the following in satisfaction of the Planning Board's condition of approval regarding dedication of the 25 feet from the center line of the existing Town of Newburgh Fifth Avenue right of way fronting on the Frischnecht property as set forth in the Planning Board Resolution of Preliminary and Final Subdivision Approval of May 15, 2016.

1. Irrevocable Offer of Dedication;

2. Deed:

4.

New York State Department of Real Property Transfer Reports; 3. and

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax:

The documents are satisfactory to our office as to form. We will proceed in presenting the Offer to the Town Board and Highway Superintendent for consent and acceptance and the recording of the deed.

MCT:	kac
Enclos	sures
cc:	Hon. Gilbert J. Piaquadio, Supervisor (via e-mail)
	Andrew J. Zarutskie, Town Clerk
	James Osborne, Town Engineer (via e-mail)
	John Platt, Commissioner of Public Works (via e-mail)
	Todd Depew, Highway Superintendent
	Ronald Clum, Town Accountant (via e-mail)
	Michael H. Donnelly, Esq., Planning Board Attorney (via e-mail)
	Patrick Hines, Planning Board Consultant (via e-mail)
	Jonathan Cella, P.E. (via e-mail) WWW.RIDERWEINER.COM
,,_,,_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	www.riderweiner.com

Michael J. Matsler Mark C. Taylor Deborah Weisman-Estis M. Justin Rider Jeffrey S. Sculley

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

Craig F. Simon Irene V. Villacci Town of Newburgh - Sec. 70, Bl. 3, Lot 1

IRREVOCABLE OFFER OF DEDICATION

To the Town Superintendent of Highways of the Town of Newburgh, Orange County, New York:

This Offer of Dedication made this 20 day of July, 2016, between JÖRG UWE FRISCHKNECHT, having an address at 2 Oak Ridge Drive, New Windsor, New York (hereinafter "Offeror"), and the TOWN OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at Town Hall, 1496 Route 300, Newburgh, New York, hereinafter the "Town of Newburgh."

WHEREAS, Offeror is the owner in fee of certain real property located in the Town of Newburgh as shown on a plan of subdivision, entitled "PROPOSED TWO LOT RESIDENTIAL SUBDIVISON FOR: JÖRG UWE FRISCHKNECHT, 2 CHEVY LANE (S/BII: 70-3-1):, TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK", prepared by Jonathon Cella, P.E. last revised March 25, 2016 (hereinafter the "Subdivision Plat") which plat is intended to be filed in the Orange County Clerk's Office simultaneously with the recording of this instrument, and

WHEREAS, the Town of Newburgh Planning Board has heretofore granted the Subdivision Plat preliminary and final subdivision approval by resolution dated May 5, 2016 conditioned, among other things, upon the Grantor dedicating a portion of an existing public street right of way for Fifth Avenue to the Town of Newburgh as shown on the subdivision plat, and

WHEREAS, Offeror is the owner in fee of the certain real property located in the Town of Newburgh being a portion of an existing public road right of way known as a portion of Fifth Avenue; and

WHEREAS, Offeror wishes to file a formal irrevocable offers of dedication of existing public road right of way as shown on said Subdivision Plat and in compliance with the provisions of New York State Town Law and the Town of Newburgh's Code.

NOW THEREFORE, Offeror does hereby irrevocably offer to dedicate to the Town of Newburgh the following:

- 1. All its right, title and interest in and to certain premises as more particularly described in Schedule "A" annexed hereto.
- 2. Offeror herewith delivers to the Town of Newburgh in statutory form for recording a deed to the right of way property in form acceptable to the Town, said deed and drainage easement to be held by the Town of Newburgh and to be placed on record in the Office of the Clerk of the County of Orange at such time or times as the municipality shall determine. Offeror covenants that it is seized of said right of way property and drainage easement premises in fee simple and it has good right to convey the same.
- 3. At the time of acceptance by the Town of Newburgh, title to the premises shall be good and marketable and free from all liens and encumbrances except existing rights of public utility companies and the rights of the Town of Newburgh and the public to use and maintain said premises for highway purposes where appropriate.
- 4. Offeror, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, receipt and sufficiency of which is acknowledged, hereby releases the Town of Newburgh, its officers or agents, form any and all claims by reason of the use of the premises for the construction and maintenance of highways and
drainage facilities on said premises.

IN WITNESS WHEREOF, JÖRG UWE FRISCHKNECHT has executed this Offer of Dedication the day and year first above written.

JÖRG UWE FRISCHKNECHT

STATE OF NEW YORK:))SS. COUNTY OF ORANGE:)

On the 2° day of July, in the year 2016 before me, the undersigned, personally appeared Jorg Uwe Frischknecht personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

lotary Public

EVELYN SFRAGA Notary Public, State of New York Qualified in Orange County Registration No. 01SF5081547 Commission Expires July 7 Schedule "A"





Automated Construction Enhanced Solutions, Inc.

Professional Land Surveying • GPS Services • Engineering-Surveying & CAD Consulting

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being designated as a 25' R.O.W. Dedication as shown on a certain map entitled, "Proposed Two Lot Residential Subdivision For: Jorg Uwe Frischknecht", dated 1/26/2016, to be filed in the Office of the Orange County Clerk, said land to be *dedicated to the Town of Newburgh*, being bounded and more particularly described as follows:

Beginning at a point on the center line of Fifth Avenue at the intersection with the southerly side line of the 20' wide Right-Of Way (R.O.W.) of East View Road as extended northwesterly toward said intersection, said point being the northwesterly corner of the lands now or formerly of Frischknecht as described in Liber 12854, Page 58 of Deeds and The True Point of Beginning:

thence;

running southeasterly along said R.O.W. line of East View Road the following course:

1) S 74°25'00" E a distance of 25.03 feet to a point,

thence;

leaving said R.O.W. line and running through said lands of Frischknecht the following course:

2) S 18°29'00" W a distance of 79.71 feet to a point in a stone wall on the division line between the lands now or formerly of Papazian as described in Liber 2964, Page 160 of Deeds, and the parcel herein described, thence;

running northwesterly through the R.O.W. of Fifth Avenue the following course:

3) N 66°12'00" W a distance of 25.11 feet to a point on the center line of Fifth Avenue, thence;

running northeasterly along said center line the following course:

4) N 18°29'00'' E a distance of 76.14 feet to The True Point Of Beginning,

Containing an area of 1947.9 square feet, 0.045 acres more or less.

Being and intended to be a portion of the same premises conveyed to Jorg Uwe Frischnecht, by deed from Trustees of the William S. Komandorea Irrevocable Living Trust, dated June 26, 2009, and recorded in the County Clerks Office in Liber 12854 at Page 58 of Deeds, aka Tax Lot 70-3-1 as shown on the current tax maps for the Town of Newburgh.

Prepared on May 28, 2016 by Jonathan N. Millen, LLS (Lic. No. 050746)



OWNER/APPLICANT Jorg Uwe Frischnecht 2 Oak Drive New Windsor, NY-12553

Integrity • Trust • Commitment • Excellence • Reliability • Community • Service Boundary • Geodetic/GPS • As-Built • Construction • FEMA/Flood Map • Site Planning • Subdivision • ALTA/ASCM • Route/ROW 196 Sara Lane - Suite 102 - Newburgh, NY 12550 Office:845-943-7198 • Field:914-906-8830 E-Mail: jmillenlis@acessurveying.com Town of Newburgh - Sec. 70, Bl. 3, Lot 1

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 20th day of July, 2016

BETWEEN JORG UWE FRISCHKNECHT, with an address at 2 Oak Ridge Drive, New Windsor, New York 12553,

party of the first part, and

TOWN OF NEWBURGH, a municipal corporation with an address at 1496 Route 300, Newburgh, New York 12550,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with improvements thereon erected, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, which property is more fully described in Schedule "A," annexed hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed as of the day

SCHEDULE "A"



ACES

Automated Construction Enhanced Solutions, Inc.

Professional Land Surveying • GPS Services • Engineering-Surveying & CAD Consulting

ALL that certain plot, piece, or parcel of land, situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being designated as a 25' R.O.W. Dedication as shown on a certain map entitled, "Proposed Two Lot Residential Subdivision For: Jorg Uwe Frischknecht", dated 1/26/2016, to be filed in the Office of the Orange County Clerk, said land to be *dedicated to the Town of Newburgh*, being bounded and more particularly described as follows:

Beginning at a point on the center line of Fifth Avenue at the intersection with the southerly side line of the 20' wide Right-Of Way (R.O.W.) of East View Road as extended northwesterly toward said intersection, said point being the northwesterly corner of the lands now or formerly of Frischknecht as described in Liber 12854, Page 58 of Deeds and The True Point of Beginning: thence:

running southeasterly along said R.O.W. line of East View Road the following course:

1) S 74°25'00" E a distance of 25.03 feet to a point,

thence;

leaving said R.O.W. line and running through said lands of Frischknecht the following course:

2) S 18°29'00" W a distance of 79.71 feet to a point in a stone wall on the division line between the lands now or formerly of Papazian as described in Liber 2964, Page 160 of Deeds, and the parcel herein described, thence;

running northwesterly through the R.O.W. of Fifth Avenue the following course:

3) N 66°12'00" W a distance of 25.11 feet to a point on the center line of Fifth Avenue, thence;

running northeasterly along said center line the following course:

4) N 18°29'00" E a distance of 76.14 feet to The True Point Of Beginning,

Containing an area of 1947.9 square feet, 0.045 acres more or less.

Being and intended to be a portion of the same premises conveyed to Jorg Uwe Frischnecht, by deed from Trustees of the William S. Komandorea Irrevocable Living Trust, dated June 26, 2009, and recorded in the County Clerks Office in Liber 12854 at Page 58 of Deeds, aka Tax Lot 70-3-1 as shown on the current tax maps for the Town of Newburgh.

Prepared on May 28, 2016 by Jonathan N. Millen, LLS (Lic. No. 050746)



OWNER/APPLICANT Jorg Uwe Frischnecht 2 Oak Drive New Windsor, NX-12553

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James R. Loeb Richard J. Drake, *retired* Glen L. Heller* Marianna R. Kennedy Gary J. Gogerty Stephen J. Gaba Adam L. Rodd Dominic Cordisco Timothy P. McElduff, Jr. Ralph L. Puglielle, Jr. Nicholas A. Pascale

Lisa M. Card Alana R. Bartley Aaron C. Fitch Juliana O'Grady

Jennifer L. Schneider Managing Attorney

*LL.M. in Taxation

555 Hudson Valley Avenue, Suite 100 New Windsor, New York 12553

> Phone: 845-561-0550 Fax: 845-561-1235 www.drakeloeb.com

July 14, 2016

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

> Re: Colandrea/Town of Newburgh Our Matter ID: 13818-65043

Dear Mark:

Enclosed herein is Agreement between Cosimo J. Colandrea and the Town of Newburgh in connection with the relocation of the waterline easement granted to the Town in April 2014. Kindly have the Supervisor sign the Agreement and the TP-584 form and return to me for recording in the Orange County Clerk's Office.

Very truly yours,

C- Florez

ÉVE FLANIGAN Paralegal

ef/Enc./514754

THIS AGREEMENT made the _____ day of June, 2016 between COSIMO J. COLANDREA, with an address at 40 Route 17K, Newburgh, New York 12550 (the "Grantor") and the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with offices located at 1496 Route 300, Newburgh, New York 12550 (the "Grantee"),

WHEREAS, heretofore on the 10th day of April, 2014, the Grantor granted to the Grantee a certain waterline easement over lands of the Grantor (Liber 2301 page 721) which said easement is described on Schedule A annexed hereto and made a part hereof (the "Easement"), and

WHEREAS, said Easement was recorded in the Orange County Clerk's Office on October 21, 2014 as File #20140087650 in Liber 13808 at page 0865, and

WHEREAS, Grantor is presently before the Town of Newburgh Planning Board and Zoning Board of Appeals seeking approvals to develop Grantor's property to be utilized as a portion of his car dealership, and

WHEREAS, as a part of the approval process, the Town is requiring the relocation of the Easement to premises more fully described on Schedule B annexed hereto and made a part hereof (the "New Easement"), NOW, THEREFORE, in consideration of the provisions set forth herein, and the sum of TEN AND NO/100 (\$10.00) DOLLARS paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Easement recorded in Liber 13808 at page 0865 shall be relocated in accordance with the description on Schedule B annexed hereto, and

2. All rights, obligations and privileges set forth in the Easement shall remain in full force and effect modified only by the relocation to the New Easement premises, and

3. The Grantor and Grantee agree that all rights including all benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

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

Colandrea, Grantor Cosimo J.

TOWN OF NEWBURGH

By: Gilbert J. Piaquadio Name: Title: Supervisor, Grantee

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

On the $\underline{\mathcal{C}}^{\mathcal{M}}$ day of $\underline{\mathcal{J}}_{\mathcal{M}}$, in the year 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared, COSIMO J. COLANDREA personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SHARON M. FORTENBERRY Notary Public, State of New York No. 4949078 Quelified in Orange County Commission Expires April 3, 20019

Notary Public

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

On the _____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared, GILBERT J. PIAQUADIO personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DRC/ef/507310 13818-65043 6/7/16

3

SCHEDULE A

Robert D. Kalaka, L.S., P.C. N.Y.S. Licensed Land Surveyor P.O. Box 250 Wappingers Falls, N.Y. 12590

Phone: (845) 297-5166

Fax: (845) 297-5166

Date: 03/29/14 Job Number: 423.5c

Easement Description Water Line Easement to be conveyed by Cosimo J. Colandrea to the Town of Newburgh

All that tract or parcel of land situate in the Town of Newburgh, County of Orange, State of New York, bounded and described as follows:

Beginning at a point on the northerly line of N.Y.S. Route 17-K, said point being South 72-39-59 East 43.03' from the intersection of the northerly line of N.Y.S. Route 17-K with the westerly line of lands of Colandrea (D2301 P.721); thence over and through lands of Colandrea (D2301 P.721), North 19-38-00 East 226.26', North 62-54-00 East 27.91' and South 75-22-00 East 78.09' to a point; thence along the westerly line of Boulder Road and along lands now or formerly Colandrea (D.4495 P.22), North 28-57-06 East 90.00' to a point: thence over and through Boulder Road, South 61-02-54 East 50.00' to a point; thence over and through Boulder Road, South 61-02-54 East 50.00' to a point; thence along the easterly line of Boulder Road and along the westerly line of Lands of Colandrea (D.12042 P.865), South 28-57-06 West 90.46' to a point; thence the southerly line of Boulder Road and along lands now or formerly Colandrea (D2301 P.721), North 62-05-35 West 6.94' and North 60-15-56 West 19.89' to a point; thence over and through lands now or formerly Colandrea (D2301 P.721), South 27-10-00 West 14.30', North 75-22-00 West 89.74', South 62-54-00 West 12.36', South 19-38-00 Wesr 193.28', South 72-09-00 East 81.03' and South 22-22-00 West 24.75' to a point; thence along the northerly line of N.Y.S. Route 17-K, North 69-41-47 West 22.58' and North 72-39-59 West 77.30' to the point or place of beginning.

The above described Water Line Easement is over lands of Colandrea (D.2301 P.721) and over a portion of Boulder Road which is to be conveyed by the Town of Newburgh to Cosimo J. Colandrea.

Subject to the rights of the public utilities and any easements and rights-of-way of record, if any.

SCHEDULE B

Robert D. Kalaka, L.S., P.C. N.Y.S. Licensed Land Surveyor P.O. Box 250 Wappingers Falls, N.Y. 12590

Phone: (845) 297-5166

Fax: (845) 297-5166

Date: 04/21/16 Job Number: 423.15

Property Description

Water Line Easement to be granted by Cosimo J. Colandrea To the Town of Newburgh

All that tract or parcel of land situate in the Town of Newburgh, County of Orange, State of New York, bounded and described as follows:

Beginning at a point on the northerly line of N.Y.S. Route 17-K, said point being South 72-39-59 East 43.03' from the intersection of the northerly line of N.Y.S. Route 17-K with the easterly line of lands now or formerly Target Corp. (D.11836 P.956) and the westerly line of lands now or formerly Colandrea (D.2301 P.721); thence over and through lands of Colandrea, North 19-38-00 East 270.74', North 64-38-00 East 16.78', South 61-02-54 East 80.29', North 73-57-06 East 11.84' and North 28-57-06 East 66.57' to a point; thence along the southerly line of Boulder Road, South 61-02-54 East 50.00' to a point; thence over and through lands of Colandrea, South 61-02-54 East 50.00' to a point; thence over and through lands of Colandrea, South 61-02-54 East 50.00' to a point; thence over and through lands of Colandrea, South 61-02-54 East 50.00' to a point; thence over and through lands of Colandrea, South 61-02-54 East 50.00' to a point; thence over and through lands of Colandrea, South 28-57-06 West 90.46', North 61-02-54 West 45.61', South 73-57-06 West 6.34', North 61-02-54 West 66.01', South 64-38-00 West 15.42', South 19-38-00 West 7.64', South 70-22-00 East 8.98', along a proposed addition, South 19-19-11 West 59.08', North 70-22-00 West 9.30', South 19-38-00 West 156.55', South 72-09-00 East 81.03' and South 22-22-00 West 24.75' to a point; thence along the northerly line of N.Y.S. Route 17-K, North 69-41-47 West 22.58' and North 72-39-59 West 77.30' to the point or place of beginning

Subject to the rights of the public utilities and any easements and rights-of-way of record, if any.

TP-584 (4/13)

New York State Department of Taxation and Finance

Recording office time stamp

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type. Schedule A – Information relating to conveyance

Grantor/Transferor	•	middle initial) (🔲 check if more than one granto	or)	Social security number
X Individual	COSIMO J. COLANDRI	EA		198-42-8886
Corporation	Mailing address			Social security number
Partnership	40 ROUTE 17K			
Estate/Trust	City	State	ZIP code	Federal EIN
Single member LLC	NEWBURGH	NY	12550	
C Other	Single member's name if g	rantor is a single member LLC (see instruction	ions)	Single member EIN or SSN
Grantee/Transferee		middle initial) (🛄 check if more than one grante	30)	Social security number
Grantee/Transferee	Name (if individual, last, first, r TOWN OF NEWBURG		30)	Social security number
	TOWN OF NEWBURGI Mailing address		38)	Social security number Social security number
	TOWN OF NEWBURGI		3e)	•
Individual Corporation	TOWN OF NEWBURGI Mailing address		ze) ZIP code	•
 Individual Corporation Partnership 	TOWN OF NEWBURGH Mailing address 1496 ROUTE 300	H		Social security number
 Individual Corporation Partnership Estate/Trust 	TOWN OF NEWBURGH Mailing address 1496 ROUTE 300 City NEWBURGH	H	ZIP code 12550	Social security number

Location and description of property conveyed

	S code S digits)	Street address		City, town, or vill	lage (County	
<i>e</i>		Route 17K		NEWBURGH		ORANGE	
Type of property conveyed (check applicable box)							
 One- to three-family house Residential cooperative Residential condominium Vacant land 	6 🗌	Commercial/Industrial Apartment building Office building Other	Date of conveyan	L con	iveyed w I property	of real property /hich is residential y0% e instructions)	
Condition of conveyance (check all that apply) f. Conveyance which consists of a a. Conveyance of fee interest f. Conveyance of identity or form of ownership or organization (attach Form TP-584.1 Schedule E)							
b. Acquisition of a controlling int percentage acquired		Form TP-584.1, Schedule D. Conveyance for which previously paid will be	n credit for tax r claimed <i>(attach</i>	n. 🗆 Leasehold gi	Ū		
c.	iterest (state	Form TP-584.1, Schedule G)		o. Conveyance of an easement			
percentage transferred	•	h. Conveyance of cooperative apartment(s)					
d. Conveyance to cooperativ	ve housing	i. 🗌 Syndication	Ę	 D Conveyance from transfer Schedule B, 	r tax clai	med (complete	
i. □ Conveyance of air rights or development rights or foreclosure or enforcement of security k. □ Contract assignment conveyance of air rights or foreclosure or enforcement of security k. □ Contract assignment conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance of air rights or foreclosure or enforcement of security black conveyance black conveyance of air rights or foreclosure or enforcement of security black conveyance black conveyance black conveyance of air rights or foreclosure or enforcement of security black conveyance bl						e state to divorce or separation	
interest (attach Form TP-584.1, For recording officer's use Am	nount received		Date received	s. 🗵 Other (descrit	Constanting of the local division of the loc	ion number	
			Date received		nansacu		
	hedule B., Part I hedule B., Part I						

Page 2 of 4 TP-584 (4/13)

Schedule B – Real estate transfer tax return (Tax Law, Article 31)		
Part I – Computation of tax due		a to a second a second
1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the	<u> </u>	
exemption claimed box, enter consideration and proceed to Part III)	1.	0 00
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	0 00
3 Taxable consideration (subtract line 2 from line 1)	3.	0 00
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0 00
5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.	0 00
6 Total tax due* (subtract line 5 from line 4)	6.	0 00
Part II - Computation of additional tax due on the conveyance of residential real property for \$1 million or more		
1 Enter amount of consideration for conveyance (from Part I, line 1)	1.	
2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)	2.	
3 Total additional transfer tax due* (multiply line 2 by 1% (.01))	3.	
Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)		
The conveyance of real property is exempt from the real estate transfer tax for the following reason:		
a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instru	mentalities,	
agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to compact with another state or Canada)) agreement	or
		a 🛄
b. Conveyance is to secure a debt or other obligation	••••••	b
c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance.		сП
d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances reality as bong fide gifts	conveying	. []
realty as bona fide gifts	••••••	d
e. Conveyance is given in connection with a tax sale		
	*******	e
f. Conveyance is a mere change of Identity or form of ownership or organization where there is no change in bene	ficial	
ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real p	roperty	,
comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F		f 🔲
g. Conveyance consists of deed of partition		
		•
h. Conveyance is given pursuant to the federal Bankruptcy Act		h
i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such	oronarty or	
the granting of an option to purchase real property, without the use or occupancy of such property	sioperty, or	1
j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property whe	re the	
consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal	residence	
and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of sto	ock	
in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering	an	[]
individual residential cooperative apartment		j [_]
k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents		
supporting such claim)		
		K L

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)	
Complete the following only if the interest being transferred is a fee simple interest. I (we) certify that: (check the appropriate box)	
1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.	
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:	
The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.	
The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee f the benefit of a minor or the transfer to a trust for the benefit of the transferor).	or
The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.	
The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.	
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.	t
Other (attach detailed explanation).	
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:	
A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.	
A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.	
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in	

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

	>	TOWN OF NEWBURGH	Supervisor
Grantor-signature Cosimo J. Colandrea	Title	Grantee signature	Title
		By:	
Grantor signature	Title	Gilbert J. Piaquadio	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked *e*, *f*, or *g* in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name Cosimo J. Colandrea	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferor/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, Nonresident Real Property Estimated Income Tax Payment Form, or Form IT-2664, Nonresident Cooperative Unit Estimated Income Tax Payment Form. For more information, see Payment of estimated personal income tax, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

_ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from ______ to _____ to _____ (see instructions).

The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.

The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO Supervisor

845-564-4552 Fax: 845-566-9486 e-mail: supervisor@townofnewburgh.org

Date: July 20, 2016

From: Supervisor Gil Piaquadio

To: Town Board

I am requesting a transfer of \$20,000 from 001-1420.-0407 Tax Cert Attorney Account to

001-1430.0499 Consulting Services

This transfer is necessary to pay outstanding bills to McGoey Hauser & Edsall for the consulting work they are done in relation to the evaluation of potential consolidation of Roseton sewage treatment facilities.

TOWN OF NEWBURGH TOWN ENGINEER

12

MEMORANDUM

то:	Gil Piaquadio, Town Supervisor
FROM:	James W. Osborne, Town Engineer
DATE:	July 8, 2016
RE:	W \ DELAWARE AQUEDUCT TAP - WATER TREATMENT PLANT

Attached for payment is a voucher from GHD\S & W Services in the amount of \$6,208.51. The work included in this voucher was to troubleshoot the failures of the DAT WTP heating units \ boilers that never operated properly. As can be seen from the attached correspondence, S & W Services was successful in identifying and correcting the underlying problem. Both boilers now work as designed.

Also, attached for payment are several vouchers from GHD for work in 2015 which were held until this issue and two others were resolved (low pressure on compressors and correct operation of the dehumidified equipment). All issues have been satisfactorily resolved and I am now recommending payment. (Funds from the 2015 budget were "booked" to make these payments).

Please process these vouchers at your earliest convenience. If you have any questions, I am available to discuss them with you and the Board.

JWO/id

Attachment

cc: J. Platt, DPW Comm.

James Osborne

From: Sent: To: Subject: Attachments: Jeff Guido [newburghwatersupply@hvc.rr.com] Thursday, June 16, 2016 12:31 PM James Osborne; 'John platt'; New Windsor Fwd: Newburgh Fuel Oil/Boilers Newburgh Summary.docx

------ Forwarded Message ------Subject:Newburgh Fuel Oil/Boilers Date:Wed, 15 Jun 2016 16:38:57 +0000 From:David Napolitano David.Napolitano@ghd.com To:newburghwatersupply@hvc.rr.com <newburghwatersupply@hvc.rr.com CC:Kevin Castro Kevin.Castro@ghd.com

Jeff,

Please find the attached field report from S & W Services regarding their work performed last week. In summary, a baseline observation of the boilers running was observed and almost immediately during this observation both boilers locked out on failure. Prime "T"'s and gauges were installed to help bleed any trapped air in the fuel supply and return lines and the foot valve was moved closer to the bottom of the tank. An auxiliary pump was used to help prime the fuel lines. During installation of the prime "T"'s it was observed that little or no fuel was present in the fuel supply line.

A post prime test was conducted with the tiger loops installed and it was observed that foam was in the tiger loops to start but then clear fuel. Both boilers operated smoothly for fifteen minutes. The tiger loops were disconnected and the supply and return piping was reconnected as designed. Several test cycles were conducted, no failures occurred and gauge readings remained constant.

Skip Phares of S & W Services indicated that you were on site for the final cycle run, an explanation of system operation and Skip's assessment that we have a good design and the Contractor should have primed the lines during original startup. Skip indicated that he followed up with you on Monday this week and you indicated no flame failures and the boiler's operation was smooth.

It is not likely that you will see air in the lines anytime soon but please keep an eye on it. The only reason you should get air in the lines is if a repair is made in the pipes or if there is not enough fuel in the tank. If you do ever get air in the lines again, you have the means to bleed it out as Skip showed you through the prime "T"'s.

We hope you consider this issue resolved and are satisfied with the results. Please don't hesitate to call or email if you have any other questions.

Thanks, Dave

David J. Napolitano, LEED AP Project Engineer

GHD

S&W Services, Inc.

6/9/2016

David Napolitano GHD Consulting Services, Inc. David.napolitano@ghd.com

Re: Results for boiler fuel supply priming issues.

Site: Delaware Aqueduct TWTP 210 Lattintown Rd., Newburgh, N.Y. 12550

S&W Services, Inc. was contracted to supply the labor and materials necessary to evaluate the current piping system for the heating oil supply for two boilers at the above referenced facility. This effort took place June 6th through June 8th, 2016. Below are the findings.

With the assistance of the boiler technician provided by the facility a pre-work run of the heating system was observed.

Pre-Work Observation:

Upon arrival observation, common suction line standing gauge reading of 7" Hg on the supply pipe. Fire #1 boiler and suction line Gauge reading is 7.5" Hg and frothy fuel in tiger loop. While boiler # 1 was running, fired #2 boiler, gauge reading 9.5" Hg and frothy fuel in tiger loop. Less than one minute with two boilers calling for fuel both boilers locked out on failure.

Work Performed:

Install prime "T" s and compound gauges, re-establish suction drop tube in AST. Found existing foot valve 9.75" off of the bottom of the tank. At 5 locations in suction line when disconnected to perform scope of work little or no fuel was present in the supply line. Indicating large pockets of air trapped in the supply pipe. Installed new drop tube and foot valve and located bottom of foot valve 2.25" off of the bottom of the tank and it will break prime at 3.25".

Connected auxiliary hand held prime pump at suction line next to boiler and primed suction pipe. Purged air from supply pipe and pumped 5 gallons of fuel into a container. Connect auxiliary pump to return pipe riser through floor and pump 5 gallons back to AST to confirm line operability. Open prime "T" riser through floor in boiler room and observed fuel rise due to siphon from main tank. Open prime "T" at AST and add 3 oz. of fuel.

S&W Services, Inc.

Post Prime Test:

Test run both boilers at the same time with Tiger Loops still in place for visual flow Observation.

Results: Foam in both Tiger Loops as filters prime , then clear solid fuel with both boilers calling for fuel they continued to operate smoothly at 100% for 15 minutes.

Remove Tiger Loops and connect burner pump to supply and return pipes.

Gauge readings:	FB	-B-	1 suc	tion	between	filter and	burner	pump 1" H	g.

FB-B-2 suction between filter and burner pu	ımp 4″ Hg.
¾" common suction line inside building	1″ Hg.
3/2" common suction line outside at tank	1.2″ Hg.
¾" common return line inside building	2 PSI.

34" common suction line inside building when both boilers off in standby mode -0-

All documented results recorded while both boilers in operation simultaneously At 100%.

Two cycles were achieved while in system manual bypass. Two cycles were observed while system in automatic normal settings. Each cycle lasted approximately 15 minutes. No failures were observed and operation was smooth. Gauge readings while one boiler in operation had little or no change in gauge readings when both boilers were in operation.

Summary:

In our opinion the fuel supply and return system for the heating system has been designed appropriately. Based on our piping calculations and site specific information the system is capable of handling considerably more flow than what is required for the current burner configuration. The sole issue found during this investigation was inadequate fuel supply pipe priming at the time of installation. Gauges and prime ports were installed for future use and diagnostic capabilities. The suction pipe was found to be excessively high in the tank and was lowered to pick up at 3.25" from tank bottom. This is in line with industry practice.

Respectfully

Lance S. Phares

Lance"Skip"Phares

S&W Services

TOWN OF NEWBURGH Town Hall 1496 Route 300 Newburgh, New York 12550 (845) 564-7814

Date Voucher Received		
Fund-Appropriation	Amount	-
6055.0200	\$6,208.51	sr No.
		Voucher No
To	tal # 6. 208.51	
Abstract #		

Department: <u>Engineering</u>

TERMS: Net 30 Days

CLAIMANT'S GHD Consulting Services, Inc. NAME Box 200272 AND Pittsburgh, PA 15251-0272 ADDRESS

Invoice #55439

Dates	Quantity – Description of Materials or Services	Unit Price	Amount
6/24/2016	TOWN OF NEWBURGH – NEWBURG DAT WTP – FUEL OIL AND BOILER SYSTEM		\$6,208.51
			•
		TOTAL	\$6,208.51

CLAIMANT'S CERTIFICATION

, certify that the above account in the amount of \$6,208.51 I, KEVIN CASTRO 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

the amount claimed is	actually duc.		
<u>6/24/2016</u> Date	<u>Keein Cill</u> Signature		<u>PRINCIPAL</u> Title
	(Space below fo	r municipal use)	
DEPAR	TMENT APPROVAL	APPROVAL	FOR PAYMENT
	aterials were rendered or furnished to the stated and the charges are correct.	This claim is approved and orc indicated above.	lered paid from the appropriations
7-15-2016	James Osborn		
Date (Authorized Official		
N N		Date	Auditing Board

DO NOT WRITE IN THIS BOX



Remit EFT Payments To: Account #: 246000074 ABA #: 022000020

Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Attention: JIM OSBORNE, P.E.

Invoice #: 55439 Invoice Date : 6/24/2016 Project : 8612141 Client : 860121 Invoice Group: 04

Labor	82.59
es	
Expenses	5,975.00
Unit Pricing	150.92
	Labor es Expenses

Amount Due This Invoice :

\$6,208.51

Stateme	nt
Prior Invoices	\$0.00
This Invoice	\$6,208.51
Total Invoiced	\$6,208.51
Invoices Paid to Date	\$0.00
Unpaid Invoices Due	\$6,208.51



Invoice # : 55439 Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT Phase : 26 -- Fuel Oil and Boiler System Rate Schedule Labor Amount Class / Employee Name Date Hours Rate **Technical Support B1** 27.53 Marianne VanHoute 55.06 4/26/2016 0.50 55.06 55.06 4/27/2016 1.00 82.59 82.59 Rate Schedule Labor **Regular Expenses** Amount Vendor Name Cost Multiplier Doc Nbr Date Subconsultants - Not affiliated 5,975.00 1.000 5,975.00 S&W SERVICES, INC. 6/10/2016 4438 DELAWARE AQUEDUCT TAP WATER TREATMENT PLANT 5,975.00 **Regular Expenses** Unit Pricing Vendor / Employee Name Doc Nbr Date Units Rate Amount Vehicle Mileage 147.96 274.00 0.54 4/8/2016 GHD INC. 1855 Black Fusion-KC **PA Postage** 2.96 1.00 2.96 GHD INC. 1641 4/22/2016 US Regular/Certified Mail 150.92 Unit Pricing 82.59 Labor : Total Phase : 26 -- Fuel Oil and Boiler System 6,125.92 Expense :

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$6,208.51



	DO NOT WRITE IN THIS BOX					
· · ·	Date Voucher Received					
TOWN OF NEWBURGH	Fund-Appropriation	Amount				
Town Hall 1496 Route 300 Newburgh, New York 12550 (845) 564-7814	6055.0200	\$ 650.67	Voucher No.			
Department: Engineering	To Abstract #	tal 👌 650.67	No			

TERMS: Net 30 Days

Invoice # 98620409

Dates	Quantity – Description of Materials or Services	Unit Price	Amount
3/30/15	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.		650.67
		TOTAL	650.67

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO_____, certify that the above account in the amount of \$ 650.67 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.

<u>3/30/2015</u> Date	<u>Cli</u> Signature		SERVICE GROUP MANAGER WATER _ Title
	(Space below fo	r municipal use)	
The above services or materi	IENT APPROVAL als were rendered or furnished to the ed and the charges are correct.	This claim is an indicated above	APPROVAL FOR PAYMENT opproved and ordered paid from the appropriations e.
Date	Authorized Official		



Remit EFT Payments To: Account #: 246000074 ABA #: 022000020 **Remit Checks To:** GHD Consulting Services Inc. Box-200272

Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH

Invoice #: 98620409 Invoice Date : 3/30/2015 Project: 8612141 Client: 860121 Invoice Group: 01

TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Attention: JIM OSBORNE, P.E.

Billing Period through 3/22/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction **Phase Services - Hourly Services**

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$650.67 Invoiced-to-date: \$883,717.92

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

50.67
398.24
7.75
244.68



Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 98620409

Phase : 23 CONTRACT CLOSEOUT			:		
Multiplier Labor					
Class / Employee Name	Date	Hours			Amoun
Principal Professional 1					
Kevin Castro	3/16/2015	0.50		4	107.04
		0.50			
Service Group Support 3					
Marianne VanHoute	3/3/2015	0.50		•	25.03
	3/4/2015	0.50			25.03
	3/6/2015	1.00			50.05
	3/13/2015	0.50		•	25.03
 i i i ' i i i i i i i i i i i i i i i	3/16/2015	0.25			12.51
		2.75			137.64
	Multiplier Labor				244.68
	•				
Regular Expenses Vendor Name	Doc Nbr	Date	Cost	Multiplier	Amount
POSTAGE		Date		watipiter	Amount
UNITED PARCEL SERVICE	337106221	3/17/2015	7.75	1.000	7.75
			1.15	1.000	
	Regular Expense	s			7.75
Unit Pricing	ь. х				
Vendor / Employee Name	Doc Nbr	Date	Units	Rate	Amoun
PA Postage					
GHD CSI - 042337	58	2/5/2015	2.24	1.00	2.24
SCANNING 24 x 36					
GHD CSI - 042337	65	3/12/2015	264.00	1.50	396.00
	Unit Pricing				398.24
Total Phase : 23 CONTRACT CLOSEOUT			Labor	:	244.68
•			Expense	:	405.99

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$650.67

GHD Consulting Services Inc. | 315 314 5700 | www.ghd.com

Connecticut | Georgia | Maryland | Massachusetts | New York | North Carolina | Pennsylvania | Virginia | Wisconsin

TOWN OF NEWBURGH Town Hall 1496 Route 300 Newburgh, New York 12550 (845) 564-7814

DO NOT WI	RITE IN	I TH	IIS BOY	K		
Date Voucher Received						
Fund-Appropriation		Amount				
6055.0200		\$	321.	12	No.	
·				-	Voucher No.	
					ouc	
-					Ň	
•	Total	Ľ	321.	12		
Abstract #						·

Department: <u>Engineering</u>

CLAIMANT'S NAME AND ADDRESS GHD Consulting Services, Inc. Box 200272 Pittsburgh, PA 15251-0272

TERMS: Net 30 Days

Invoice # 98620642

Dates	Quantity – Description of Materials or Services	Unit Price	Amount
4/27/15	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.		321.12
· · · · ·			
•			
		TOTAL	321.12

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO______, certify that the above account in the amount of \$ 321.12 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.

<u>4/27/2015</u> Date	Signature	SERVICE GROUP MANAGER WATER
	(Space below fo	r municipal use)
DEPAR	TMENT APPROVAL	APPROVAL FOR PAYMENT
The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.		This claim is approved and ordered paid from the appropriations indicated above.
	James Osbor	
Date	Authorized Official	



Remit EFT Payments To: Account #: 246000074 ABA #: 022000020

Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Invoice # : 98620642 Invoice Date : 4/27/2015 Project : 8612141 Client : 860121 Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 4/19/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$ 321.12 Invoiced-to-date: \$ 884,039.04

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Multiplier Labor
Amount Due This Invoice :

321.12

\$321.12



Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 98620642

Multiplier Labor				
Class / Employee Name	Date	Hours		Amount
Principal Professional 1	-	· .		
Kevin Castro	3/24/2015	1.50		321.12
		1.50		
· ·	Multiplier Labor		•	321.12
Total Phase : 23 CONTRACT CLOSEOUT			Labor :	321.12
			Expense :	0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$321.12

	DO NOT WRITE IN THIS BOX			
	Date Voucher Received			
TOWN OF NEWBURGH Town Hall	Fund-Appropriation	Amount		
1496 Route 300 Newburgh, New York 12550	6055.0200	\$ 6.537.14	cher No.	
(845) 564-7814	Tota	al \$6.537.14	Voucher	
Department: Engineering	Abstract #			
		•		

CLAIMANT'S NAME AND ADDRESS

TERMS: Net 30 Days

GHD Consulting Services, Inc. Box 200272 Pittsburgh, PA 15251-0272

Invoice # 98620912

Dates	Quantity – Description of Materials or Services	Unit Price	Amount
6/2/15	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.		6,537.14
		TOTAL	6,537.14

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO______, certify that the above account in the amount of \$6,537.14 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.

<u>6/2/2015</u> Date	Signature	<u>PRINCIPAL</u> Title
	(Space below fo	r municipal use)
The above services or mate	MENT APPROVAL rials were rendered or furnished to the tated and the charges are correct.	APPROVAL FOR PAYMENT This claim is approved and ordered paid from the appropriations indicated above.
Date	Authorized Official	



Remit EFT Payments To: Account #: 246000074 ABA #: 022000020

Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Attention: JIM OSBORNE, P.E.

Billing Period through 5/24/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$ 6,537.14 Invoiced-to-date: \$ 890,576.18

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Amount Due This Invoice :	\$6,537.14
Unit Pricing	158.13
Expenses	10.74
Reimbursable Expenses	
Multiplier Labor	6,368.27

Invoice #: 98620912 Invoice Date : 6/2/2015 Project : 8612141 Client : 860121 Invoice Group: 01



Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Phase : 20 -- DAT WTP Const. Eng. Beyond Substant

Construction Engineering Servies beyond the date of substantial completion.

Class / Employee Name	Date	Hours			Amoun
Principal Professional 1					
James Fuller	4/24/2015	2.00	•		438.49
	4/27/2015	2.00			438.49
	12112010	********			
		4.00			876.98
	Multiplier Labor	•			876.98
Total Phase : 20 DAT WTP Const. Eng. Bey	rond Substant		Labor	•	876.98
			Expense		0.00
Phase : 23 CONTRACT CLOSEOUT		<u>-09400000000000000000000000000000000000</u>			59 m 19 m
Multiplier Labor					
Class / Employee Name	Date	Hours			Amount
Drafter 2		Browning and an and			
Christopher Mansfield	4/29/2015	1.00	• •		72.74
		1.00			
Principal Professional 1					
James Fuller	5/12/2015	0.50			109.62
	5/14/2015	1.50	•		328.87
•		2.00			438.49
Kevin Castro	4/21/2015	0.50			107.04
· ·	4/22/2015	4.00			856.31
	4/28/2015	0.50			107.04
	5/1/2015	0.50			107.04
	5/12/2015	1.00			214.08
		6.50			1,391.51
Total: Principal Professional 1		8.50			1,830.00
Professional 1			• .		
Thomas Assimon	4/28/2015	0.50			68.30
		0.50			
Professional 2					
David Napolitano	4/24/2015	3.00			338.62
	5/12/2015	4.00			451.49
	5/14/2015	1.00			112.87
		8.00			902.98
enior Professional 1		0.00			502.50
Werner Henneberg	4/24/2015	0.25			43.36
	4/27/2015	1.75	· ·		303.54

GHD Consulting Services Inc. | 315 314 5700 | www.ghd.com

Connecticut | Georgia | Maryland | Massachusetts | New York | North Carolina | Pennsylvania | Virginia | Wisconsin

Page 2

Invoice #: 98620912



Project : 8612141 61236 NEWBURGH DAT WATER TREAT PLNT	000mm/mailunia.com/acapy.go/go/go/go/go/go/go/go/go/go/go/go/go/g		Invoice # :	98620912
Total Phase : 23 CONTRACT CLOSEOUT	Labor: Expense:			5,491.29 168.87
Total Project: 8612141 61236 NEWBURGH DAT WATER TREAT PLNT		nin eta artan a		\$6,537.14

	Date Voucher Received		
TOWN OF NEWBURGH	Fund-Appropriation	Amount	
Town Hall			-
1496 Route 300	6055.0200	\$ 876.14	No.
Newburgh, New York 12550			
(845) 564-7814			Voucher
	То	tal \$ 876.14	
Department: Engineering	Abstract #	· · · · · ·	I

CLAIMANT'SGHD Consulting Services, Inc.NAMEBox 200272ANDPittsburgh, PA 15251-0272ADDRESS

TERMS: Net 30 Days

Invoice #98621415_

DO NOT WRITE IN THIS BOX

Dates	Quantity – Description of Materials or Services	Unit Price	Amount
6/30/2015	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.		\$876.14
		TOTAL	\$876.14

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO______, certify that the above account in the amount of \$876.14 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.

6/30/2015PRINCIPALDateSignatureTitle	
(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. APPROVAL FOR PAYMENT This claim is approved and ordered paid from the appropri- indicated above.	iations
James Osbor	
Date Authorized Official Date Auditing Boa	rđ


Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH 1496 ROUTE 300 NEWBURGH, NY 12550

Attention: JIM OSBORNE, P.E.

Invoice #: 98621415 Invoice Date: 6/30/2015 Project: 8612141 Client: 860121 Invoice Group: 01

Billing Period through 6/30/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$876.14 Invoiced-to-date: \$891,452.32

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Multiplier Labor

876.14

Amount Due This Invoice :

\$876.14

GHD Consulting Services Inc. | 315 314 5700 | www.ghd.com Connecticut | Georgia | Maryland | Massachusetts | New York | North Carolina | Pennsylvania | Virginia | Wisconsin



Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT Phase : 20 -- DAT WTP Const. Eng. Beyond Substant

Construction Engineering Servies beyond the date of substantial completion.

Multiplier Labor				
Class / Employee Name	Date	Hours		Amour
Principal Professional 1				
James Fuller	5/29/2015	1.00		219.2
	6/19/2015	1.25		274.0
		2.25		493.3
	Multiplier Labor	•		493.3
Total Phase : 20 DAT WTP Const. Eng. Beyon	d Substant	- Maria Maria and a second	Labor :	493.3
			Expense :	0.0
Phase : 23 CONTRACT CLOSEOUT	an a			
Multiplier Labor				
Class / Employee Name	Date	Hours		Amour
Principal Professional 1		Nonmentation of the other discoperation		for family and a stand of the second
Kevin Castro	6/25/2015	0.50		107.0
		0.50		
Professional 2		-		
David Napolitano	5/27/2015	1.00		112.8
	6/23/2015	1.00		112.8
· · · ·		2.00		225.7
Service Group Support 3				
Marianne VanHoute	5/29/2015	0.50		25.0
	6/18/2015	0.50		25.03
		1.00		50.0
	Multiplier Labor			382.84
Total Phase : 23 CONTRACT CLOSEOUT			Labor :	382.8
			Expense :	0.00

GHD Consulting Services Inc. | 315 314 5700 | www.ghd.com Connecticut | Georgia | Maryland | Massachusetts | New York | North Carolina | Pennsylvania | Virginia | Wisconsin Page 2

Invoice # : 98621415

DO NOT WRITE IN THIS BOX				
Date Voucher Received	•			
Fund-Appropriation	Amount			
6055.0200	\$ 1,455.84	Voucher No.		
	al £ 1,455.84	ох		
	Date Voucher Received Fund-Appropriation	Date Voucher Received Fund-Appropriation Amount 6055.0200 \$1,455.84 Total \$1,455.84		

CLAIMANT'S NAME AND ADDRESS	GHD Consulting Services, Inc. Box 200272 Pittsburgh, PA 15251-0272
--------------------------------------	--

Net 30 Days

TERMS:

Invoice #51003

PRINCIPAL

Title

Dates	Quantity – Description of Materials or Services	Unit Price	Amount
Dates 7/26/2015	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.	Unit Price	\$1,455.84
		TOTAL	\$1,455.84

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO______, certify that the above account in the amount of \$ 1,455.84 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.

8/31/2015 Signature Date

(Space below for municipal use)

DEI	PARTMENT APPROVAL	APPROVAL F	OR PAYMENT
The above services o	r materials were rendered or furnished to the	This claim is approved and order	ed paid from the appropriations
municipality on the c	ates stated and the charges are correct.	indicated above.	
	\		
	James Osbo		
Date	Authorized Official		
	\bigcirc	Date	Auditing Board



Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Attention: JIM OSBORNE, P.E.

Billing Period through 7/26/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$1,455.84 Invoiced-to-date: \$892,908.16

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor

Amount Due This Invoice :

Invoice # : 51003 Invoice Date : 8/14/2015 Project : 8612141 Client : 860121 Invoice Group: 01

\$1,455.84

1,455.84

GHD Consulting Services Inc. | 315 314 5700 | www.ghd.com



Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 51003

Phase : 23 -- CONTRACT CLOSEOUT

Rate Schedule Labor				
Class / Employee Name	Date	Hours	Rate	Amount
ENGINEER	· · · · · · · · · · · · · · · · · · ·			
David Napolitano	7/1/2015	1.00	115.08	115.08
	7/8/2015	1.00	115.08	115.08
	7/9/2015	5.00	115.08	575.40
	7/13/2015	0.50	115.08	57.54
	7/14/2015	0.50	115.08	57.54
	· · · ·	•	•	920.64
PRINCIPAL				
Kevin Castro	7/9/2015	0.50	214.08	107.04
· · · · · · · · · · · · · · · · · · ·	7/23/2015	1.00	214.08	214.08
	7/25/2015	1.00	214.08	214.08
				535.20
	Rate Schedule Labor			1,455.84
Total Phase : 23 CONTRACT CLOSEOUT		Labor	· :	1,455.84
		Expense :		

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$1,455.84

TOWN OF NEWBURGH Date Voucher Received Town Hall 1496 Route 300 Newburgh, New York 12550 (845) 564-7814 Department: Engineering Abstract # Do NOT WRITE IN THIS BOX

CLAIMANT'S NAME AND ADDRESS	GHD Consulting Services, Inc. Box 200272 Pittsburgh, PA 15251-0272
ADDRESS	1 10000150, 1 11 10201 02/2

TERMS: N	et 30 Days Invoice #512	99	
Dates	Quantity – Description of Materials or Services	Unit Price	Amount
8/26/2015	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.		\$2,094.16
		TOTAL	\$2,094.16

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO______, certify that the above account in the amount of \$ 2,094.16 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.

8/26/2015 Date Signature	PRINCIPAL Title
(Space below fo	r 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.	APPROVAL FOR PAYMENT This claim is approved and ordered paid from the appropriations indicated above.
Date Authorized Official	
	Date Auditing Board



Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Invoice # : 51299 Invoice Date : 8/26/2015 Project : 8612141 Client : 860121 Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 8/23/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$2,094.16 Invoiced-to-date: \$\$895,002.32

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Amount Due This Invoice :	\$2,094.16
Unit Pricing	172.50
Reimbursable Expenses	
Multiplier Labor	1,584.46
Labor	337.20



Phase : 23 CONTRACT CLOSEOUT					
Rate Schedule Labor					
Class / Employee Name	Da	ate	Hours	Rate	Amount
ENGINEER David Napolitano	8/	/3/2015	2.00	115.08	230.16
PRINCIPAL Kevin Castro	8/	/4/2015	0.50	214.08	107.04
	Rate Schedule i	Labor			337.20
Multiplier Labor Class / Employee Name	Date	Hours			Amount
E NGINEER David Napolitano	7/28/2015	3.00		n gan an an an ann an gan gan a T	345.25
· · · ·	7/29/2015	4.00		- -	460.33
	7/30/2015	4.00			460.33
		11.00			1,265.91
Engineer D3					•
Thomas Devine	7/28/2015	0.50			63.91
	7/29/2015	0.50	•		63.91
		1.00			127.82
Engineer E1					
Werner Henneberg	7/29/2015	0.50			69.45
		0.50			
PRINCIPAL					
Kevin Castro	7/31/2015	0.50			93.75
		0.50			
Technical Support B1					
Marianne VanHoute	7/28/2015	´ 0.50			27.53
		0.50			
	Multiplier Labo	r			1,584.46
Unit Pricing Vendor / Employee Name	Doc Nbr	Date	Units	Rate	Amoun
2015 Billable Mileage	ogoopensiin a Rija Externa aasaa ahaa ahaa ahaa ahaa ahaa ahaa a	<u> </u>	Beliefeld graphing and a single provide the second state of the se	Read State Contract of	#11/1/27/2009/00/00/07/04/05/07/04/#34/8/44/44/44/44/66/66/64
GHD INC.	51	6/22/2015	300.00	0.575	172.50
	Unit Pricing				172.50
Total Phase : 23 CONTRACT CLOSEOUT			Labor	: .	1,921.66

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$2,094.16

DO NOT WRIT	E IN THIS BOX	
Date Voucher Received		
Fund-Appropriation	Amount	
6055.0200	\$ 5,630.87	No.
·		Voucher
To	tal # 5,630.87	Ň.
Abstract #	•	•
	Date Voucher Received Fund-Appropriation	Fund-Appropriation Amount 6055.0200 \$5,630.87 Total \$5,630.87

TERMS: <u>N</u>	tet 30 Days Invoice #5103	5	······································
Dates	Quantity – Description of Materials or Services	Unit Price	Amount
9/25/2015	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.		\$5,630.87
	<u>الم</u>		
		· .	
		TOTAL	\$5,630.87

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO______, certify that the above account in the amount of \$5,630.87 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.

9/25/2015	<u>PRINCIPAL</u>
Date Signature	Title
(Space below for	or municipal use)
DEPARTMENT APPROVAL	APPROVAL FOR PAYMENT
The above services or materials were rendered or furnished to the	This claim is approved and ordered paid from the appropriations
municipality on the dates stated and the charges are correct.	indicated above.
Date Authorized Official	Date Auditing Board



Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

Invoice #: 51035

Invoice Date: 9/25/2015

Invoice Group: 01

Project: 8612141

Client: 860121

TOWN OF NEWBURGH TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Attention: JIM OSBORNE, P.E.

Billing Period through 9/20/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$5,630.87 Invoiced-to-date: \$\$886,537.08

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor

5,630.87

Amount Due This Invoice :

\$5,630.87

GHD Consulting Services Inc. | 315 314 5700 | www.ghd.com

Project : 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 51035

Phase : 23 CONTRACT CLOSEOUT				
Rate Schedule Labor				
Class / Employee Name	Date	Hours	Rate	Amour
NGINEER			empirinanetworkieroemeninetherinenenet	1998.00010001010100000000000000000000000
David Napolitano	9/2/2015	3.50	115.08	402.78
	9/3/2015	1.50	115.08	172.62
	9/16/2015	2.00	115.08	230.16
	9/17/2015	4.00	115.08	460.32
			-	1;265.88
ingineer E2				· •
Steven Blais	9/16/2015	0.25	140.01	35.00
ngineer F1	*			
James Fuller	7/7/2015	1.00	219.24	219.24
· · · · · ·				210.2-
			• •	
	7/8/2015	1.00	219.24	219.24
	7/9/2015	2.50	219.24	548.10
	7/10/2015	1.50	219.24	328.86
	7/28/2015	4.00	219.24	876.96
	7/30/2015	2.00	219.24	438.48
	8/4/2015	1.00	219.24	219.24
	8/24/2015	0.50	219.24	109.62
	9/7/2015	2.00	219.24	438.48
	9/9/2015	1.00	219.24	219.24
	9/10/2015	1.00	219.24	219.24
	9/14/2015	0.50	219.24	109.62
	9/16/2015	0.75	219.24	164.43
	9/17/2015	1.00	219.24	219.24
				4,329.99
	Rate Schedule Labor			5,630.87
otal Phase : 23 CONTRACT CLOSEOUT		Labo	r .	E 620 97
		Expense		5,630.87 0.00

Date Voucher Received					
Fund-Appropriation	Fund-Appropriation Amount				
		-			
6055.0200	\$ 2940.12	-0 <u>-</u>			
		uch			
		V0			
То	tal 1 2940.12				
Abstract #					
	Fund-Appropriation	Fund-Appropriation Amount 6055.0200 # 2940.12 Total # 2940.12	Fund-Appropriation Amount 6055.0200 2940.12 7 3000 Total 2940.12		

DO NOT WRITE IN THIS BOX

CLAIMANT'S NAME AND ADDRESS GHD Consulting Services, Inc. Box 200272 Pittsburgh, PA 15251-0272

TERMS: N	et 30 Days Invoice #5175	56	
Dates	Quantity – Description of Materials or Services	Unit Price	Amount
11/16/2015	TOWN OF NEWBURGH – DAT WATER TREATMENT PLANT - CONSTRUCTION PHASE SERVICES – HOURLY SERVICES.	· .	\$2,940.12
	* * *		t
	· · · · · · · · · · · · · · · · · · ·	TOTAL	\$2,940,12

CLAIMANT'S CERTIFICATION

I, KEVIN CASTRO_____, certify that the above account in the amount of \$2,940.12 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.

11/16/2015 **PRINCIPAL** Title Date Signature

(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.	APPROVAL FOR PAYMENT This claim is approved and ordered paid from the appropriations indicated above.
л.	
Jomes Oslow	
Date Authorized Official	
\bigcirc	Date Auditing Board



Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Attention: JIM OSBORNE, P.E.

Invoice #: 51756 Invoice Date : 11/16/2015 Project : 8612141 Client : 860121 Invoice Group: 01

Billing Period through 10/25/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$2,940.12 Invoiced-to-date: \$889,477.20

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor

2,940.12

Amount Due This Invoice :

\$2,940.12

GHD Consulting Services Inc. | 315 314 5700 | www.ghd.com



Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

Invoice # : 51756

Phase : 23 CONTRACT CLOSEOUT				
Rate Schedule Labor				· •
Class / Employee Name	Date	Hours	Rate	Amour
ENGINEER				
David Napolitano	9/21/2015	1.50	115.08	172.62
	9/22/2015	4.00	115.08	460.32
	9/23/2015	5.00	115.08	575.40
	9/24/2015	2.00	115.08	230.16
	9/28/2015	1.00	115.08	115.08
	9/29/2015	1.00	115.08	115.08
	10/5/2015	0.50	115.08	57.54
	10/8/2015	1.00	115.08	115.08
and the second	10/19/2015	2.00	115.08	230.16
			•	2,071.44
Engineer B2				
Nathaniel Medford	9/21/2015	1.00	99.61	99.61
	9/22/2015	2.00	99.61	199.22
	0,111,2010			298.83
PRINCIPAL	,			250.00
Kevin Castro	10/9/2015	0.50	243.75	121.88
	10/19/2015		243.75	121.88
	10/22/2015	0.50 0.50	243.75	121.88
	10/22/2015	0.50	243.75	
				365.64
Secretary D3				
Debra Russell	10/14/2015	1.00	95.22	95.22
	10/16/2015	1.00	95.22	95.22
				190.44
Technical Support B1				
Marianne VanHoute	10/13/2015	0.25	55.06	13.77
R	ate Schedule Labor			2,940.12
Total Phase : 23 CONTRACT CLOSEOUT		Labor	:	2,940.12
		Expense		0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$2,940.12

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		· ·	DO NOT	WRITE I	N THIS BOX	ζ	
		Date	Voucher Received				
TOWN OF NEWBURGH			Fund-Appropriatio	n	Amour	nt .	
	Town Hall 496 Route 300						
	gh, New York 12550		6055.020	50	\$ 378.	37	L No
(845) 564-7814						Voucher No.	
							Vol
Derreuter	T . • •		,,	Total	\$ 378.	37	
Department:	Engineering	Abst	ract #				
CLAIMANT'S NAME AND ADDRESS	GHD Consulting Services, Inc. Box 200272 Pittsburgh, PA 15251-0272	•				:	
TERMS: Net 30) Davs		Imagina	451077			
Dates	Quantity – Description	of Mater		#51977	T1.24 D		
	OWN OF NEWBURGH – I			-	Unit Price	A	mount
P	LANT – CONSTRUCTION OURLY SERVICES.					\$378	3.37
ч 							
				-			
			· · · · · · · · · · · · · · · · · · ·		OTAL	\$378	37
			CERTIFICATION				
that no part the amount claimed	that the items, services and disbu- has been paid or satisfied; that ta	rsements	account in the amount charged were rendered which the municipali	to or for	the municing	ality on Icluded	the dates; and that
1/04/2016 Date	Signature	<u>l</u>		Ē	<u>PRINCIPAL</u> Title		
		e below fo	r municipal use)		· .		
The above services or	ARTMENT APPROVAL materials were rendered or furnished ates stated and the charges are correct		APPRO This claim is approved indicated above.	OVAL FC and ordered	OR PAYMEN d paid from the	IT approp	riations
			· · · · · · · · · · · · · · · · · · ·				
	James Osbou						



Remit EFT Payments To: Account # 246000074 ABA # 022000020 Remit Checks To: GHD Consulting Services Inc. Box-200272 Pittsburgh, PA 15251-0272

TOWN OF NEWBURGH TOWN ENGINEER 1496 ROUTE 300 NEWBURGH, NY 12550

Invoice #: 52516 Invoice Date : 12/27/2015 Project : 8612141 Client : 860121 Invoice Group: 01

Attention: JIM OSBORNE, P.E.

Billing Period through 12/20/2015

TOWN OF NEWBURGH DAT WATER TREATMENT PLANT - Construction Phase Services - Hourly Services

Services beyond Substantial Completion and Additional Services:

Contract Value = \$845,000 This Invoice: \$378.37 Invoiced-to-date: \$889,855.57

Value exceed current estimated hourly budget. Refer to GHD letter dated February 14, 2014 regarding Additional Services Not Requiring Owners Written Authorization.

Post Construction Phase ended November 12, 2014.

Professional Services

Labor

378.37

Amount Due This Invoice :

\$378.37

GHD Consulting Services Inc. | 315 314 5700 | www.ghd.com



Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT Invoice # : 52516 Phase : 23 -- CONTRACT CLOSEOUT Rate Schedule Labor Class / Employee Name Date Rate Hours Amount ENGINEER David Napolitano 10/26/2015 1.00 115.08 115.08 **Engineer A1** Ani Zipkin 11/6/2015 0.25 78.13 19.53 PRINCIPAL Kevin Castro 11/6/2015 0.50 243.75 121.88 11/10/2015 0.50 243.75 121.88 243.76 Rate Schedule Labor 378.37 Total Phase : 23 -- CONTRACT CLOSEOUT Labor : 378.37 Expense : 0.00

Total Project: 8612141 -- 61236 NEWBURGH DAT WATER TREAT PLNT

\$378.37



TOWN OF NEWBURGH ANIMAL CONTROL & <u>SHELTER</u>

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: July 27, 2016

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

Totaling: \$50.00

Feline:

Canine: \$50.00

Attached please find the bills.

Thank you, Cheryl Cunningham

Cc: Ron Clum, Accountant

TOWN OF NEWBURGH Order No. 1496 ROUTE 300 DO NOT WRITE IN THIS BOX **NEWBURGH. N.Y. 12550** Date Voucher Received FUND - APPROPRIATION AMOUNT VOUCHER YOUCHER DEPARTMENT NO T.A.R.A., Inc. CLAIMANT'S P.O. Box 185 NAME TOTAL AND Warwick, NY 10990 ADDRESS Abstract No. Vendor's Ref. No. TERMS Description of Materials or Services Unit Price. Amount Quantity Dates SC Canine Castration 7-26-16 Ear Cleaning Penicilin (Comb-Pen-48) Carprofen 100mg Caplet. Lyr Rabies Vaccine Is Grant 50 BC X TOTAL (See Instructions on Reverse Side) CLAIMANT'S CERTIFICATION \underline{Vollt} , certify that the above account in the amount of \$ _____ U.U.is true and correct; that the items, [see are not included; and that the amount claimed is actually due. or satisfied; that taxes, from which the municipality is e not. SIGNATURÉ (Space Below for Municipal Use) APPROVAL FOR PAYMENT This claim is approved and ordered paid from the appropriations indicated DEPARTMENT APPROVAL above. The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct. DATE AUTHORIZED OFFICIAL DATE AUDITING ROARD

INVOICE

The Animal Rights Alliance, Inc. (TARA)

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

Low-Cost Spay/Neuter Clinic

 FOR:
 Town of Newburgh Animal Control
 Printed:
 07-26-16 at 11:19a

 645 Gilney Ave
 Date:
 07-26-16

 Newburgh, NY 12250
 Account:
 9241

 (845) 561-3344
 Invoice:
 27698

Date	For	Qty	Description	Net Price
07-26-16	Jerry	D.B 1	Castration, Canine	80.00
07-26-16 07-26-16 07-26-16	Give 1	1 1 1/3 tablet(s) one	Ear Cleaning Penicillin (Combi-Pen-48) Carprofen, 100mg, Caplet ce daily (every 24 hours). Give by mouth. Giv occurs, discontinue use.	0.00 0.00 0.00 ve with food.
07-26-16 07-26-16		1 1	Rabies Vaccination, 1 Year NYS Animal Shelter (Grant)	0.00 -30.00
Old bal	ance 35.00	Charges Pay 50.00	ments 0.00	New balance 185.00

Remarks:

l am recommending we lease the Toshiba Machine 48 months at \$ 216.00	Cannon is 25 sheets per minute	The Toshiba as the machine is capable of 45 sheets per minute.	\$ 216.00	Toshiba	Copy machine for Town Hall mail room based on 48 month lease. Lease includes oversized scanner feeder, fax and printer
achine 48 months at \$ 216.00		sheets per minute.	\$ 240.78	Richo	d on 48 month lease. and printer

Cannon \$ 208.00



Black and White Option: Toshiba e-Studio 4508A

Fair Market Value Lease Option:

	<u>39 Months 48 Months 63 Months</u>	
Toshiba e-Studio 4508A	\$107.00/mo \$93.00/mo) \$74.00/mo	
300 Sheet Dual Scan Doc. Feeder	\$21.00/mo (\$18.00/mo) \$15.00/mo	
2,000 Sheet Letter Drawer	\$7.00/mo \$6.00/mo \$5.00/mo	
Internal Fax	\$8.00/mo \$7.00/mo \$6.00/mo	
Purchase Option:	\$ 118 MD 98 CONVATOT \$3,709.00 \$ 216-	
Toshiba e-Studio 4508A	\$3,709.00 7 272	
300 Sheet Dual Scan Doc. Feeder	\$735.00	
2,000 Sheet Letter Drawer	\$388.00	
Internal Fax	\$294.00	
Toshiba Total Quality Service		

\$98.00/month annual contract (If leasing billed as one combined payment)

- ALL SUPPLIES (Except paper & staples)
- Overages Billed Quarterly At: \$0.0098 Per Black Image





Gil Piaquadio <supervisor@townofnewburgh.org>

Proposal pricing

1 message

Karl Robisch <Karl.Robisch@tbs.toshiba.com> To: "supervisor@townofnewburgh.org" <supervisor@townofnewburgh.org> Thu, Jul 28, 2016 at 9:01 AM

Good morning Gil,

The quote of 2,500 images month was incorrect-it should have been 10,000 images monthly. My apology for the error. Do you have any other questions?

Karl Robisch

Account Executive

230 North Plank Road

Newburgh, New York 12550

845-913-7325 Direct

845-702-2144 Cell

Karl.Robisch@tbs.toshiba.com



This message (and any attached files) is secret, confidential and proprietary and is intended solely for specific addressee(s). If the reader of this message is not the intended recipient, please notify the sender immediately by reply email and delete it and all backup copies immediately.



Town of Newburgh Supervisor	BW Current	BW Proposal
Product Model	MP4001	MP5054
Document Feeder Capacity	100 sheet	220 sheet
Black and white contract images	N/A	10,000/month
Black and white overage cost	0.015 per copy	0.0067 per copy
Payment/Month for 48 months	N/A	\$240.78*
Payment/Month for 60 months	V/N	\$219.5*
Payment/Purchase with service for 36 months		\$6,462.3 plus \$67 per month
*Includes Labor, Parts, Toner		
Includes 1 year of Intergrated Cloud Environment Solution (ICE) Scanning Easture	olution (ICE) Scann	ing Routiro*

Includes 1 year of Intergrated Cloud Environment Solution (ICE) Scanning Feature
If ICE not renewed after 1 year, Payment reduced by \$8.88 per month for 60 months and \$10.10 for 48 months option

Acc of



TOWN OF NEW WINDSOR

RECREATION DEPARTMENT

GEORGE GREEN TOWN SUPERVISOR

Director of Parks, Recreation, Buildings & Grounds PATRICIA MULLARKEY

Matt Veronesi

ALICE BIASOTTI

ERIC LUNDSTROM
244 UNION AVENUE

ANDREW REGENBUAM

NEW WINDSOR, NEW YORK 12553

TOWN BOARD

845-565-7750 FAX: 845-569-7932

http://town.new-windsor.ny.us

July 27, 2016

Town of Newburgh Recreation Department Attention: Rob Petrillo Commissioner 311 Route 32 Newburgh, NY 12550

Dear Mr. Petrillo:

As per your request this in an official letter requesting the use of your mobile trailer stage for our Town of New Windsor Community Day which will be Saturday August 27th, 2016. We plan on using it as a second stage in the kid's area.

We would need the stage the day before for set up. I can send my guys to pick it up if you like. Your consideration is greatly appreciated. Thanks so much.

Sincerely,

mothers

Matt Veronesi Director of Parks, Recreation, Buildings & Grounds

Andy Zarutskie

To: Subject: carleque@aol.com RE: Ethics Board

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From: carleque@aol.com [mailto:carleque@aol.com] Sent: Wednesday, July 27, 2016 8:58 PM To: town-clerk@townofnewburgh.org Subject: Re: Ethics Board

Dear Andy, I will be honored to continue to serve on on the Ethics Board. Thank you, Karl Najork

Andy Zarutskie

To: Subject:

David Violante RE: Ethics Board 10P

From: David Violante [<u>mailto:david.violante@gmail.com</u>] Sent: Wednesday, July 27, 2016 4:25 PM To: 'Andy Zarutskie'; <u>CARLEQUE@aol.com</u> Cc: <u>wmmurphy30@verizon.net</u> Subject: RE: Ethics Board

I am happy to continue on as you need \sim

David