

PUBLIC MEETING AGENDA

**Monday, September 15, 2014
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. PRESENTATION: Lap 4 Life**
- 7. PRESENTATION: 2015 Budget by Town Clerk**
- 8. REPORT FROM DEPARTMENT HEADS**
- 9. POLICE: Hiring of Part Time Police Officer**
- 10. RECEIVER OF TAXES: Charge Backs**
- 11. ACCOUNTING:**
 - A. Reschedule of Public Hearing on Tax Cap Overlay Law
(suggested date: October 6)**
 - B. Insurance Transfer**
 - C. Transfer Thruway Flooding Issue**
- 12. JUSTICE COURT: Hiring of Court Clerk**
- 13. ANIMAL CONTROL: T-94 Withdrawal**
- 14. ENGINEERING:**
 - A. 2014 Water System Capital Improvement Project**
 - B. SEQR Designation and Determination**
 - C. Order Scheduling Hearing for October 20**
 - D. Budget Transfer: West Stone Street Sewer District**
- 15. OFFICE MANAGEMENT: Renewal of Pitney Bowes Contract**
- 16. ANNOUNCEMENTS**
- 17. PUBLIC COMMENTS**
- 18. ADJOURNMENT**

Breda 9



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Police Chief

(845) 564-1100

To: Town Board
From: Chief Michael Clancy
Subject: Request to hire P/T Police Officer
Date: September 10, 2014

Det. William Leonick has just informed me that his last work day at the Police Department should be September 25th.

Det. Leonick has been pre-approved by the County Human Services to work as a part-time police officer. He has applied to the Town of Newburgh to work as a part-time Police Officer.

I am requesting that the Board approve the hiring of Mr. Leonick as a part-time police officer. (The Department has one (1) opening for a part-time officer.) If this request is approved, I'd like him to start work as soon as possible after he is officially retired.

Thank you for your time and consideration.

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: William Leonick

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part-time

HOURLY RATE: \$ 24/hr

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120.1

PROPOSED HIRE DATE: As soon as possible after retiring

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

(anticipated retirement date: 9/29/14.)

Michael P. Clancy
DEPARTMENT HEAD SIGNATURE

9/10/14
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN of Newburgh
Crossroads of the Northeast
Deborah A. Smith
RECEIVER OF TAXES AND ASSESSMENT
1496 Route 300
Newburgh, New York 12550

Telephone (845) 564-4553

Fax (845) 566-1432

MEMORADUM

DATE: September 3, 2014
TO: Gilbert Piaquadio, Deputy Supervisor acting as Supervisor
FROM: Deborah A. Smith, Receiver of Taxes
SUBJECT: 2014 Charge Backs

Requesting to be on the October 6, 2014 Town Board Meeting for approval of the 2014 Chargebacks

TOWN of Newburgh
Crossroads of the Northeast
Deborah A. Smith
RECEIVER OF TAXES AND ASSESSMENT
1496 Route 300
Newburgh, New York 12550

Telephone (845) 564-4553

Fax (845) 566-1432

MEMORADUM

DATE: **October 6, 2014**

TO: **Town Board**

FROM: **Deborah A. Smith, Receiver of Taxes**

SUBJECT: **2014 Charge Backs**

Town of Newburgh 2014 Charge Backs for property:

Town:	\$110,133.44
Highway:	64,318.98
Consolidated Light:	2,407.91
Consolidated Water 1:	15,851.51
Consolidated Water 2:	23,082.59
Colden Park Light	39.51

TOTAL \$215,833.94

Attached is a list of the 2014 charge backs, as of August 28, 2014, that were received from Orange County and a voucher to be signed by three or more Town Board Members.

Cc: Ronald Clum, Town Account
Mark Taylor, Attorney

TOWN OF NEWBURGH

1496 Route 300
 Newburgh, New York 12550
 (845) 564-5220

G03200

DO NOT WRITE IN THIS BOX

DEPARTMENT Tax Receiver

CLAIMANT'S NAME AND ADDRESS
 Commissioner of Finance
 265 Main Street
 Goshen, NY 10924

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
001.1964.0499	\$110,133.44	
030.1964.0499	\$64,318.98	
015.1964.499.1501	\$2,407.91	
040.1964.0499	\$15,851.51	
040.1964.0499	\$23,082.59	
015.5182.0499.1505	\$39.51	
Total		\$215,833.94
Abstract #		

TERMS _____

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
8/29/2014		2014 Charge Backs		\$215,833.94
			TOTAL	\$215,833.94

CLAIMANT'S CERTIFICATION

I, _____ certify that the above account in the amount of \$ 215,833.94 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE

SIGNATURE

TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

APPROVAL FOR PAYMENT

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

Date

Authorized Official

Date

Auditing Board

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 15th day of September, 2014 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor
and Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

RESOLUTION OF TOWN BOARD
RESCHEDULING PUBLIC HEARING
ON LOCAL LAW TO OVERRIDE
THE TAX LEVY LIMIT ESTABLISHED
IN GENERAL MUNICIPAL LAW
ARTICLE 3-C AND PROVIDING

FOR PUBLIC NOTICE

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

WHEREAS, a Local Law to Override the Tax Levy Limit Established in General Municipal Law Article 3-C be and was introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York on September 3, 2014, and

WHEREAS, a copy of the aforesaid proposed local law in final form has been laid upon the desk of each member of the Town Board and

WHEREAS, the Town Board desires to reschedule the public hearing originally scheduled for September 15, 2014 in the matter of the adoption of the aforesaid local law.

NOW THEREFORE, BE IT RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the 6th day of October, 2014 at 7:00 o'clock, p.m., and

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

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

<u>George Woolsey, Councilman</u>	<u>voting</u>
<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Deputy Supervisor and Councilman</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

11B

GIL PIAQUADIO
Deputy Supervisor
Acting as Supervisor

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

September 15, 2014

I am requesting the following transfer in the amount of \$ 16,000.00

From: Contingency Account 001-1990-0499

To: 001-1910-0499 Unallocated Insurance account

118
Public

**TOWN OF NEWBURGH
TOWN ENGINEER
1496 Rte. 300
Newburgh, NY 12550
(845) 564-7814**

MEMORANDUM

TO: Gil Piaquadio, Deputy Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: September 12, 2014
RE: H \ HIGHWAY BUDGET TRANSFER

I am requesting Town Board approval for the following budget transfer in the Highway Department budget:

From: #5140.0466 (Drainage – Operating Supplies)
To: #5140.0499 (Drainage – Other Expenses)
Amount: \$4,000

This transfer is necessary to make the final payment to MH & E for their work reviewing the flooding problems on the New York State Thruway at Mile Post 61.

If you have any questions or comments, I am available to discuss them with you.

JWO/id

cc: T. DePew, Highway Supt.
R. Clum, Accountant



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Bresdo
Public
12

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Deputy Supervisor
Town Board

From: Charlene M Black, Personnel

Date: September 9, 2014

Re: Justice Court: Court Clerk Position

Town Justice Richard Clarino has interviewed for the full time position that is available in his department. He would like to offer the position to Patricia Scully-Martin as a provisional Court Clerk. The County has pre-approved her application, pending the Court Clerk test. All paperwork is attached: application, employment request form and letter from Mr. Clarino. Ms. Scully-Martin's employment is pending the Town Board's approval, paperwork to be completed, physical, Drug/alcohol testing and finger printing. The rate of pay is \$12.00 per hour and with favorable results, start date can be September 25, 2014. There were two names on the in house posting but after reviewing their applications they did not meet the minimum qualifications. Thank you in advance.



TOWN OF NEWBURGH JUSTICE COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

TELEPHONE (845) 564-7161
FACSIMILE (845) 564-7171

HON. RICHARD CLARINO
TOWN JUSTICE

DEBRA A. MURPHY
COURT CLERK TO TOWN JUSTICE

August 29, 2014

Gilbert Piaquadio
Acting Supervisor of the Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: Appointment to Fill Vacancy

Dear Acting Supervisor Piaquadio:

This is to respectfully request that Patricia A. Scully-Martin be appointed to fill the vacancy for the position of Court Clerk to replace Kelly A. Rugh who left Town service on July 31, 2014.

Ms. Scully-Martin's employment application and resume have already been submitted to you and/or the director of personnel.

Please contact me if you have any questions or wish to discuss this matter further.

Very truly yours,

RICHARD CLARINO
Town Justice, Town of Newburgh

cc: Charlene Black
Director of Personnel

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Patricia Scully-Martin

DEPARTMENT: Justice Court

TITLE OF POSITION: Court Clerk

FULL TIME OR PART TIME: full

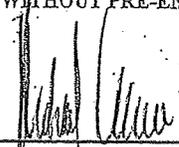
HOURLY RATE: \$ 12.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 1110: 0190

PROPOSED HIRE DATE: 9.25.14

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



DEPARTMENT HEAD SIGNATURE HON. RICHARD CLARINO

9/8/14 TOWN JUSTICE: TOWN OF NEWBURGH

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 Gidney Ave. Newburgh, NY 12550

To: Town Board
From: Chantel Haight, Animal Control Supervisor
Subject: Authorization to Pay Veterinarian Services Utilizing T-94 Account
Date: August 28, 2014

I am requesting authorization to use the T-94 account to pay for veterinarian services from Flannery Animal Hospital for the month of January in the amount of 218.88.

Attached please find a copy of the original request from February.

CC: Accounting



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER
645 Gidney Ave. Newburgh, NY 12550

February 21, 2014

To: Town Board

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

I am requesting authorization to use the T-94 account to pay for veterinarian services from Flannery Animal Hospital for the months of July and for your authorization for payment of this voucher in the total amount of \$218.88.

Sincerely,

Chantel Haight

Cc: Accounting

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

DEPARTMENT Animal Control

CLAIMANT'S NAME AND ADDRESS
**Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553**

TERMS July Vouchers 2013 ^{T94} _{DDGS}

Order No.

DO NOT WRITE IN THIS BOX

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

Dates	Quantity	Description of Materials or Services	Unit Price		Amount
7-26-13	1	Item # 98207 - 7-26-2013 Mocha			218.88
<p><i>Acct again</i></p> <p><i>2-8-13 sent again</i></p> <p>(See Instructions on Reverse Side)</p>					
TOTAL					218.88

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 218.88 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.

9-21-13
DATE
11-21-13

Jean Tobin
SIGNATURE
(Space Below for Municipal Use)

Accts Manager
TITLE

DEPARTMENT APPROVAL

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

DATE _____ AUTHORIZED OFFICIAL _____

APPROVAL FOR PAYMENT

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

DATE _____ AUDITING BOARD _____



Animal Hospital

CARING FOR OUR COMMUNITY'S PETS

789 Little Britain Rd
 New Windsor, NY 12553
 845-565-7387

Town Of Newburgh Animal Control (# 18987)
 645 Gidney Avenue
 Newburgh, NY 12550

Aug 24, 2013
Invoice Number
98207

Home Phone: (845) 561-3344
 Work Phone: () - ext:

7-26-2013 "Mocha" (# AHY)
 Species: Canine
 Sex: Female Spayed
 Age: 1 year and 7 months old
 Breed: Maltipoo
 Coat Color: White
 Rabies Tag Number: 2096

Bordetella Vaccine Booster: 07/26/2014
 Distemper Combo Booster: 07/26/2014
 Rabies Vaccine: 07/26/2014

Date	Description	Qty	Price
07/26/2013	Town AC Spay/Neuter Super Item-B95	1.00	\$ 0.00
	◆ Town/Shelter -Canine Neuter 0-30 lbs	1.00	\$ 90.00
	◆ Ancillary Surgical Services - Shelter	1.00	\$ 0.00
	◆ --Anesthesia	1.00	\$ 0.00
	◆ --Hospitalization	1.00	\$ 0.00
	◆ --Medical Waste Disposal	1.00	\$ 0.00
	◆ --Nursing Care	1.00	\$ 0.00
	◆ --Pain Medication	1.00	\$ 0.00
	◆ ~dex-domitor	0.05	\$ 0.00
	◆ ~Morphine per ml.	1.08	\$ 0.00
	◆ ~Propofol per ml	1.00	\$ 0.00
	Amoxitabs 100 mg	28.00 Tablet	\$ 31.88
	Town/City - DHLPPC Vaccine	1.00	\$ 29.00
	Town - Rabies Vac.-Adopted	1.00	\$ 19.00
	City of Nbg - Bordetella (intranasal)	1.00	\$ 25.00
	Town/City - Heartworm/Lymes/Anaplasmosis	1.00	\$ 24.00
07/27/2013	Discharged from the hospital	1.00	\$ 0.00

Total for 7-26-2013 "Mocha": \$ 218.88
Total Invoice: \$ 218.88
Previous Balance: \$
Total Amount Due: \$
New Balance Due: \$

Dr. Christina Winter
 Staff Vet

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 September, 2014 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor
and Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

A RESOLUTION OF SEQR
DESIGNATION AND DETERMINATION
FOR THE TOWN BOARD TO ACT AS
LEAD AGENCY IN A COORDINATED
REVIEW AND TO ADOPT A NEGATIVE
DECLARATION FOR THE 2014
WATER SYSTEM CAPITAL
IMPROVEMENTS PROJECT OF THE
CONSOLIDATED WATER DISTRICT OF
THE TOWN OF NEWBURGH: A TYPE I
ACTION

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

WHEREAS, the Town Board of the Town of Newburgh is considering undertaking a project generally described as the 2014 Water System Capital Improvements Project of the Consolidated Water District which encompasses the approval, funding and construction of painting and improvements of the Stewart Airport Water Storage Tank, a water main extension on Fletcher Drive and related pump station improvements, the replacement of the Chadwick Lake Water Filtration Plant's roof and the replacement of water meters at customer locations in the Consolidated Water District (herein called the "Action") is desirable; and

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

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

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

under SEQRA, Part 617 and/or Chapter 100; and

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

Orange County Department of Health

New York State Department of Transportation

Port Authority of New York & New Jersey

; and

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

Bureau of Fire Chiefs

Coldenham Fire District

Orange Lake Fire Dsitrict (Dan Leghorn and Winona Lake Divisions)

; and

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

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

WHEREAS, the identified involved agencies have either agreed that the Town Board shall act as the Lead Agency for the Action or not responded within the thirty (30) calendar day time frame established under SEQRA; and

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

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

WHEREAS, the Town Board has not identified relevant areas of environmental concern which would lead to a determination that the Action may have a significant adverse effect on the environment either in the short term, long term or cumulatively given the likely consequences,

setting, probability of occurrence, duration, irreversibility, geographic scope, magnitude and the number of people affected.

NOW THEREFORE, BE IT RESOLVED:

1. The Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, hereby declares itself Lead Agency for this Type I Action for the purpose of conducting a coordinated review.
2. The Town Board, acting in its capacity as Lead Agency, does hereby determine that the Action will not have an adverse environmental impact and, accordingly, does issue a negative declaration.
3. The Town Board accordingly determines that an Environmental Impact Statement will not be prepared.
4. The Town Board hereby authorizes the Deputy Supervisor to execute, file and cause to be published the Environmental Assessment Form Determination of Significance and a Negative Declaration with such further amendment and modification as may be required to elaborate the Lead Agency's determination herein, in accordance with the applicable provisions of law, and all other appropriate notices and documents to effectuate these resolutions in accordance with the applicable provisions of law.

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

<u>George Woolsey, Councilman</u>	<u>voting</u>
<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Deputy Supervisor and Councilman</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York on September 15, 2014, at _____ o'clock P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor and Councilman
Supervisor

George Woolsey, Councilman
Councilman

Elizabeth J. Greene, Councilwoman
Councilwoman

Paul I. Ruggiero, Councilman
Councilwoman

<p style="text-align: center;">In the Matter of The Increase and Improvement of the Facilities of the Consolidated Water District in the Town of Newburgh, Orange County, New York</p>	<p style="text-align: center;">ORDER CALLING PUBLIC HEARING</p>
--	---

WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Consolidated Water District in the Town of Newburgh, Orange County, New York (the "Water District"), being improvements to the water storage, distribution and filtration system, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental

improvements and expenses in connection therewith as described therein, at a maximum estimated cost of \$4,230,300; and

WHEREAS, said capital project has been determined to be a Type I Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, it has been determined will not result in a significant environmental effect and the documentation relating to SEQRA is available in the office of the Town Clerk for inspection during normal office hours; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of said Water District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW, THEREFORE, IT IS HEREBY

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

Section 1. A public hearing will be held in the Town Hall, in Newburgh, New York, in said Town, on October 20, 2014, at 7:___ o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of Consolidated Water District in the Town of Newburgh, Orange County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and

posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

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

_____	VOTING	_____

The Order was thereupon declared duly adopted.

* * * * *

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York, will meet in the Town Hall, in Newburgh, New York, in said Town, on October 20, 2014, at _____ o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report, including an estimate of cost, in relation to the proposed increase and improvement of the facilities of Consolidated Water District in said Town, being improvements to the water storage, distribution and filtration system, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$4,230,300.

The project described above has been determined to be a Type I Action pursuant to the regulations promulgated under the State Environmental Quality Review Act ("SEQRA") which it has been determined will not result in a significant environmental effect. SEQRA compliance materials are available for inspection at the Office of the Town Clerk where they may be inspected during normal business hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Newburgh, New York,
October _____, 2014.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

Town Clerk

**STATE ENVIRONMENTAL QUALITY REVIEW
NEGATIVE DECLARATION
NOTICE OF DETERMINATION OF NON-SIGNIFICANCE**

DATED: 15 SEPTEMBER 2014

LEAD AGENCY: TOWN OF NEWBURGH TOWN BOARD
1496 ROUTE 300
NEWBURGH, NEW YORK 12550

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

The Town of Newburgh Town Board, as Lead Agency, has determined that the proposed action will not have a significant adverse impact on the environment and a Draft Environmental Impact Statement will not be prepared.

NAME OF ACTION: 2014 WATER SYSTEM CAPITAL IMPROVEMENTS

SEQRA STATUS: Type 1

CONDITIONED NEGATIVE DECLARATION: No

DESCRIPTION OF ACTION:

The Town of Newburgh proposes to undertake a multi-faceted capital improvement program to undertake long term maintenance (Stewart Airport Water Storage Tank Recoating and the Chadwick Lake Filter Plant Roof Replacement), improve water quality in the Town's water distribution system (installation of a re-chlorination facility, a tank mixing system and an aeration system for disinfection by-product removal at the Stewart Airport Water Storage Tank), improve system operations (Fletcher Drive Water Main Extension and Meadow Hill Road / Route 52 Pumping Station Improvements) and improve the measurement of customer water consumption by undertaking a water meter replacement program.

All of the work items with the exception of the Fletcher Drive Water Main Extension are maintenance or additions to or replacement of existing facilities at various locations in the Town of Newburgh Consolidated Water District and therefore could have been classified by the Lead Agency as Type 2 actions. Even the Fletcher Drive Water Main Extension as the installation of a utility in a previously approved R.O.W. can be classified by the Lead Agency as a Type 2 action. The sole reason this action was classified as a Type 1 action under SEQRA was

that the roof replacement at the Chadwick Lake Filter Plant will occur in a Town defined Critical Environmental Area. However, the work under this item presents no risk to the water quality of the Chadwick Lake Reservoir, one of the Town's two surface water supplies for drinking water.

REASONS SUPPORTING THIS DETERMINATION

The Town Board as Lead Agency has considered the proposed action and has reviewed both the *Final Report – Engineering Services for 1.8 MG Stewart Airport Water Storage Tank* prepared by GHD Consulting Engineers and the Full Environmental Assessment Form, Parts 1, 2 and 3 dated 11 June 2014. The EAF either identifies no impacts or does identify impacts which after review, have been determined to be small to moderate and temporary in nature. These are as follows:

IMPACT ON LAND – The EAF did not identify any adverse impacts on land. The project includes the installation of approximately 200 linear feet of 8 inch diameter water main and the installation of a 6 foot by 8 foot underground valve chamber. Total surface disturbance will be less than 1000 square feet and will occur in existing Town R.O.W., probably in the paved section of the road.

IMPACT ON GEOLOGICAL FEATURES – The EAF did not identify any impacts on geological features.

IMPACT ON SURFACE WATER – The EAF did not identify any impacts on groundwater.

IMPACT ON GROUNDWATER – The EAF did not identify any impacts on groundwater.

IMPACT ON FLOODING – The EAF did not identify any impacts on flooding.

IMPACT ON AIR – The EAF did not identify any impacts on air. The project includes the removal of a lead based paint from the exterior of the Stewart Airport Water Storage Tank. If particulate blasting is used, the tank will be shrouded to capture the paint and particulates resulting in a very limited local impact with minimal releases to the surrounding environment. Air monitoring of the site will be conducted to insure compliance with applicable regulations.

IMPACT ON PLANTS & ANIMALS – The EAF did not identify any impacts on plants and animals.

IMPACTS ON AGRICULTURAL RESOURCES, AESTHETIC RESOURCES & HISTORICAL/ARCHEOLOGICAL RESOURCES – The EAF did not identify any impacts on agricultural, aesthetic or historical / archeological resources.

IMPACTS ON OPEN SPACE & RECREATION – The EAF did not identify any impacts on open space and recreation.

IMPACT ON CRITICAL ENVIRONMENTAL AREA – The EAF identified a potential impact on a Town designated Critical Environmental Area. This determination was made solely for the reason that one component of the capital improvements – the replacement of the Chadwick Lake Filter Plant roof, is located in the CEA. However, the facility is located downstream of the Chadwick Lake Reservoir – the body of water the CEA designation is designed to protect. Therefore, the work will not / cannot have an adverse impact on the Critical Environmental Area.

IMPACT ON TRANSPORTATION – The EAF did not identify any impacts on transportation.

IMPACT ON ENERGY – The EAF did not identify any impacts on energy.

IMPACT ON NOISE, ODOR & LIGHT – The EAF identified a potential impact on noise, odor and light. Inherent in construction activities is an impact on noise and odors. Noise and odors may increase during construction activities, but such impacts will be temporary in nature. Where possible, appropriate measures will be taken to limit the exposure to additional noise and odors and work hours will be limited to daytime.

IMPACT ON HUMAN HEALTH – The EAF did not identify any impacts on human health. Exposure to airborne lead caused by the particulate blasting will be limited to the contractor's employees and is strictly controlled by OSHA regulations. Exposure limits must be adhered to or respirators compliant with the pertinent regulation must be provided to the workers. Similar measures may be required during the application of the tank coatings.

IMPACT ON COMMUNITY PLANS & COMMUNITY CHARACTER – The EAF did not identify any impacts on community plans and community character.

Based upon a careful and thorough review of the EAF and other supporting documents and information, the Lead Agency finds and determines that the proposed action would not have a significant adverse impact on the natural, built, or social environment (either in the short-term, long-term, or cumulatively) when compared with the criteria set forth in SEQR, 6 NYCRR Part 617.7(c)(1) and any other supporting information.

The Lead Agency additionally determines that the facts and circumstances do not call for the preparation of an environmental impact statement. Finally, the Lead Agency finds that the general health, safety, and welfare of the citizens of the Town of Newburgh will be promoted by the 2014 Water System Capital Improvements.

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

Comment Period Closing Date: N/A

For Further Information:

Contact Person: Gilbert Piaquadio, Deputy Supervisor – Town of Newburgh
Address: Town of Newburgh
1496 Route 300
Newburgh, New York 12550
Telephone #: (845) 564-4552

For Type I Actions and Conditioned Negative Declarations, a copy of this Notice was sent to:

1. Town Board of the Town of Newburgh
Attn: Andrew Zarutskie, Town Clerk
Town of Newburgh
1496 Route 300
Newburgh, New York 12550
2. Environmental Notice Bulletin
Room 538
20 Wolf Road
Albany, New York 12233-1750
3. New York State Department of Health
Attn: Michael Montysko
547 River St. – Flanigan Square
Troy, New York 12180-2216
4. New York State Department of Environmental Conservation, Region 3
Attn: Margaret Duke
21 South Putt Corners
New Paltz, New York 12561
5. Orange County Department of Health
Attn: M. Schliefer
124 Main Street
Goshen, New York 10924-2199

14

**TOWN OF NEWBURGH
TOWN ENGINEER
1496 Rte. 300
Newburgh, NY 12550
(845) 564-7814**

MEMORANDUM

TO: Gil Piaquadio, Deputy Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: September 12, 2014
RE: S \ WEST STONE STREET SEWER DISTRICT EXTENSION

As discussed in my memo to Gil Piaquadio, Deputy Supervisor, dated 8 Sept. 2014, I am requesting the following transfer necessary to make the final payment to Parrott Enterprises:

From: Crossroads Interfund Transfer (#9902.0900.5010)
To: West Stone Street Capital Project (#7006.0200)
Amount: \$60,000

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

JWO/id

cc: R. Clum, Accountant

15



Ronald Clum <rclumaccountant@townofnewburgh.org>

Fwd: Pitney Bowes Agreement

1 message

Ronald Clum <rclumaccountant@townofnewburgh.org>

Wed, Sep 10, 2014 at 12:05 PM

To: Gil Piaquadio <councilmanpiaquadio@townofnewburgh.org>

Attached is the files Chris had sent me. Just a recap for your records and inclusion into the minutes -- original lease payments were \$425. per month. He quoted us \$322 per month and then subsequently lowered it to \$295.00 a month. This is a savings of \$130.00 per month or \$6,630 over the course of the lease (51 months).

I will drop off the forms for your signature.

RC

----- Forwarded message -----

From: **Chris Beaton** <chris.beaton@pb.com>

Date: Wed, Sep 10, 2014 at 11:16 AM

Subject: Pitney Bowes Agreement

To: "rclumaccountant@townofnewburgh.org" <rclumaccountant@townofnewburgh.org>

Chris Beaton, Major Account Manager

Pitney Bowes, U.S. Mailing Solutions

C: 203-892-1565 / F: 203-617-6103

chris.beaton@pb.com

--

Ronald E. Clum, CPA

Town Accountant

Town of Newburgh

PITNEY BOWES TERM RENTAL TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order.
- L2.2 You may not cancel this Lease for any reason. All payment obligations are unconditional.
- L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

- L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any statement of work attached to the Order. You will make each Monthly Payment by the due date shown on our invoice.
- L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.
- L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Monthly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Monthly Payment will increase if your PBI Payments increase.
- L3.4 Your obligations, including your obligation to pay the Monthly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

- L4.1 PBI owns any Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section L10.

L5. TERM

- L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section L10, or (iii) the expiration of the Term and your payment of all Monthly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

- L6.1 If you default, or terminate this Agreement by non-appropriation under Section L10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

- L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.
- L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
- L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

- L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.
- L8.2 Inspection. We may inspect the Equipment and related maintenance records.
- L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance")
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. NON-APPROPRIATION

- L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

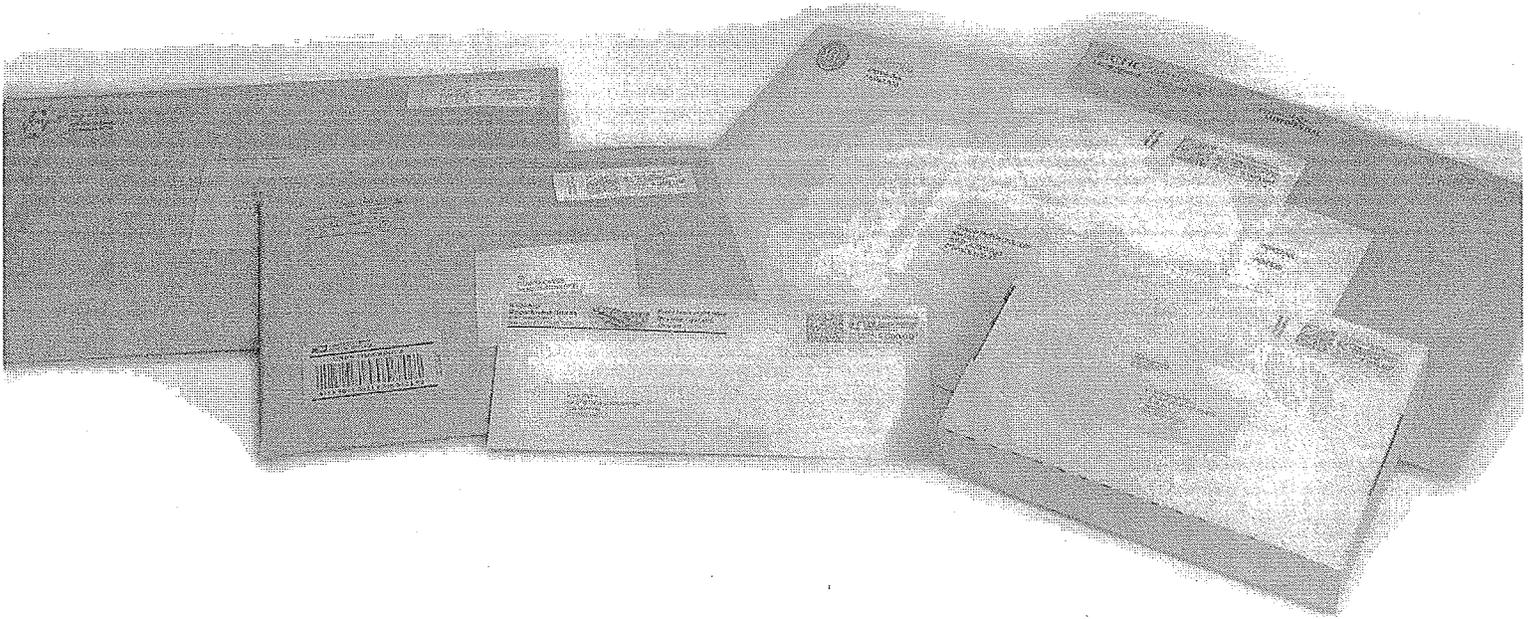
L11. REPRESENTATIONS

- L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly Payment is not includable in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludable from gross income, your Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Monthly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT, THE METER OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD.
- L12.3 We may sell, or assign all or any part of this Lease or the Equipment. Any sale or assignment will not affect your rights or obligations under this Agreement.

Connect+® 500W



Connect+ 500W keeps you productive by making your job simpler

Every day, you have critical deadlines for billings, statements and customer notifications.

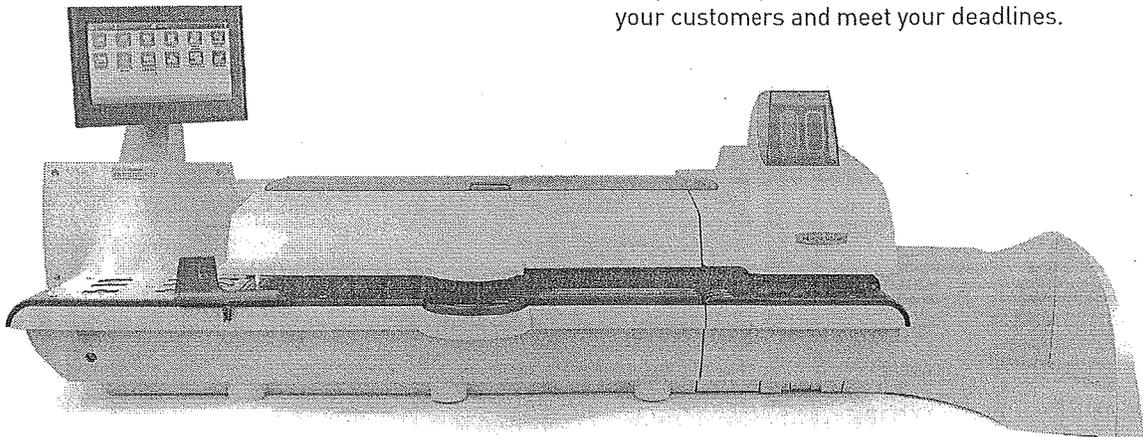
And you have to juggle different types of mail, being sure that every piece has the correct postage and tracking barcode when required.

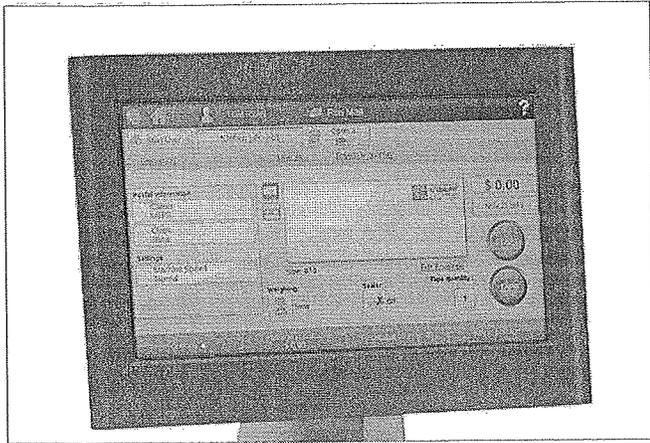
Every job needs to be done right, and done on time. Because there will always be more to do the next day.

Introducing Connect+ 500W

Connect+ 500W will help you meet your daily deadlines and keep up with ever-changing Postal rules. Its advanced technology makes your work simpler—whether for your everyday mail or your special mailing needs.

- Ready to handle mail with mixed sizes, thicknesses and weights, without you or your staff having to interfere.
- Simplifies your shipping by handling small and large parcels at the best rate.
- An advanced level of technology that everyone can use with capabilities you can count on.
- Easy and simple to use. Communicate effectively with your customers and meet your deadlines.





Connect+® 500W will handle your time sensitive projects

High performance – You can depend on Connect+ 500W to meet your daily critical deadlines. It is fast enough for your biggest jobs, yet nimble to help you with complicated work. It will seal envelopes up to 5/8" while printing postage at up to 120 letters per minute.

Weigh-on-the-Way® (WOW®) – Mixed weight and mixed size mail become simple with Connect+500W. Its automatic weighing and rating runs mail with mixed weights and sizes. You don't have to stop and calculate postage—Connect+500W does it for you. And you will never guess on postage or risk

Parcel ready – Even your shipping is simpler with Connect+ 500W. Process large envelopes and parcels, with options to support Postal requirements for package barcode labels.

Connect+ 500W makes your job easier

Easy to use – Connect+ 500W's color touch screen simplifies your daily work. Postal rules change frequently and are often misunderstood—but Connect+ 500W makes them clear with an intuitive menu on the touch screen.

Manage finances – The Connect+ 500W makes it easy to track postage. It will help you manage your cash flow, postage purchases and expense allocations by department or by job. The optional INVIEW® Dashboard simplifies tracking for one or multiple locations.

FEATURES	SPECIFICATIONS
Weigh-on-the-Way (WOW)	Standard – up to 16 oz.
Processing speed (letters per minute)	Up to 60 WOW, and 120 non-WOW
Envelope processing	Thickness: feed and seal up to 5/8" Media size: 3 1/2" x 5" up to 10" x 14" Envelope flap depth: min 1", max 3 7/8"
Weighing & rating	10 lb. (standard); additional options up to 70 lbs.
Color touch screen display	Standard – 10.2" (WSVGA)
Connect+ analytics	Standard – up to 50 accounts, options up to 3,000 accounts
Dimensions	65" L x 25" D x 24" H with drop stacker
Package tapes	Standard – adhesive roll tape
Graphics printing	Standard – download graphic images or create envelope text
Color printing	Optional – print graphics or text in black or full color (1200 dpi)



Pitney Bowes, Inc.
1 Elmcroft Road
Stamford, CT 06926-0700
USA
T: 203 356 5000

www.pitneybowes.com

©2014 Pitney Bowes Inc. All rights reserved.
Pitney Bowes, a global technology company, powers billions of transactions - digital and physical - in the connected and borderless world of commerce.
Pitney Bowes, the Corporate Logo, the Eagle Design, Connect+, Weigh-On-the-Way, WOW and INVIEW are trademarks of Pitney Bowes Inc. All other marks are the intellectual property of their respective owners.