

#5

TOWN OF NEWBURGH

AUDIT # 10

DATE: May 29, 2024

TOTAL OF ALL PAYMENTS: \$ 2,510,449.78

To Mr. Gilbert Piaquadio and Town Board:

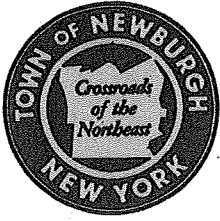
I certify that the invoices contained within this package of \$ 2,510,449.78 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated : MAY 29 2024

Town Clerk Office

Town Board:

#6



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

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

May 15, 2024

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Christian D'Andrea as a full-time police officer at a starting salary of \$71,268 per year. Officer D'Andrea is currently number 1 on the Orange County Police Eligibility List and he is currently working with this agency as a part-time police officer. I am requesting a start date effective on or after June 10th pending the completion of a physical as required by Orange County Civil Service. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Christian D'Andrea

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: F/T

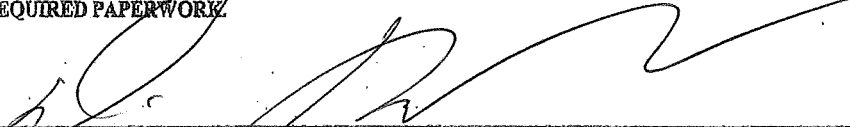
HOURLY RATE: \$ 71,268 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: 6/10/24

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


DEPARTMENT HEAD SIGNATURE

5/15/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

LISA #7



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board Members

From: Terrieann Spampinato, Personnel

Date: May 28th, 2024

Re: Part time Clerk Code Compliance

There is a request from Gerald Canfield, Code Compliance Supervisor, to hire McKenna Rowley as a part time clerk for his department. Ms. Rowley will be filling the vacant spot that Bailey Johnson formerly held. Her salary will be \$15.31 per hour. Ms. Rowley will need to complete her paperwork, physical, drug/alcohol testing and fingerprints. Her hire date will be contingent on her completing all the above and your approval. The earliest date of hire would be on or after June 10th 2024.

Thank you for your time in this matter.

TOWN OF NEWBURGH

Crossroads of the Northeast

21 Hudson Valley Professional Plaza
Newburgh, NY 12550

CODE COMPLIANCE DEPARTMENT
TELEPHONE **845-564-7801**
FAX LINE **845-564-7802**

May 28th, 2024

To: Supervisor Piaquadio
Town Board Members
Terrienne Spampinato Personnel
Ron Klum Accountant

From: Gerald Canfield Code Compliance Supervisor *G/C*

Re: Seasonal Part Time Clerk Vacant position

I would like the Boards authorization to hire McKenna Rowley to fulfill the vacated position of seasonal part time clerk in the Code Compliance Department. The funds for this position are available in the 2023 budget line # 3410.5100. Ms. Rowley will be subject to all new hire requirements per our personnel department.

#8

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550



Lisa M. Vance Ayers
Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: lisaayers@townofnewburgh.org

**To: Supervisor Piaquadio
Town Board**

From: Lisa M. Vance Ayers Town Clerk

Date: May 23, 2024

Re: Deputy Registrar of Vital Statistics

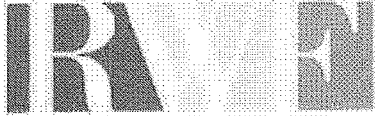
Mr. Supervisor and Town Board,

I'm asking for Town Board approval to appoint Dominique Rivera to the position of Deputy Registrar of Vital Statistics. The stipend for this position is \$32.63 per week, which totals \$1,696.76 yearly.

Thank You,


Lisa M. Vance Ayers
Town Clerk

#9



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

Attorney-Client privileged
MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2019, 2020, 2021,
2022 AND 2023);
MAHO BAY REALTY, LLC (1 POWELTON ROAD)
OUR FILE NO. 800.24

DATE: MAY 28, 2024

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

ATTORNEYS

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

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

COUNSEL

Stewart P. Glenn
Mary Fern Brehoney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Stipulation of Settlement and an Order and Judgment Reducing Assessments and charts showing the claimed refund liability and the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. Also enclosed is a map showing the location of the tax parcel which is the subject of the proceedings which contains an office building and related improvements.

The settlement provides for no reduction for the subject parcel for the 2019 and 2020 proceedings. The settlement provides for reductions in Assessed Value for 2021 of \$15,960 from \$309,960 to \$294,000, for 2022 and 2023 of \$39,960 from \$309,960 to \$270,000. The 2023 Assessed Value will hold for 2024, 2025 and 2026 pursuant to the provisions of RPTL Section 727,, subject to the statutory exceptions.

The charts indicates that the refund liability for the Town (including Highway but not including special districts and the Fire District) will be approximately \$1,495.13 versus claimed refund liability of approximately \$13,841.72. The Cronomer Valley Fire District's refund liability under the settlement will be approximately \$454.51. The Newburgh Enlarged City School District's refund liability will be substantially more.

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

MCT/sel

Enc.

cc: Lisa M. Vance Ayers, Town Clerk
Molly Carhart, Assessor (via e-mail)
Joseph P. Pedi, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)



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

Please send all mail to:
SCHENECTADY

May 2, 2024

MAIN OFFICE:
28 SECOND STREET
TROY, NY 12180

200 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NY 12305

511 BROADWAY
SARATOGA SPRINGS, NY 12866

41 STATE STREET, SUITE 604-05
ALBANY, NY 12207

PHONE: (518) 274-5820
FAX: (518) 274-5875

www.joneshacker.com

VIA E-MAIL - mtaylor@riderweiner.com

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

RE: Maho Bay Realty, LLC v. Town of Newburgh
Index Nos. EF005274-2019, EF003163-2020, EF005030-2021,
EF003882-2022 & EF004739-2023
Our File No. 5018.033

Dear Mark:

Attached please find the proposed Stipulation of Settlement relative to the above-referenced proceedings. There are currently five years pending (2019, 2020, 2021, 2022 and 2023).

The subject parcel is a +/- 6,171 sq. ft. professional office building located at 1 Powelton Road, Tax Map No. 80-6-7. The assessed value for all years pending is \$309,960; the FMV ranges from \$962,609 to \$1,425,685.

The property is owner-occupied with a small part of the building rented to a related entity. After review of the property and similar properties, this settlement was negotiated. The proposed settlement does not reduce the 2019 or 2020 AV/FMV; the 2021, 2022 and 2023 FMV are reduced to \$1,040,078 (2021), \$1,093,117 (2022) and \$1,250,579 (2023). Pursuant to RPTL §727 and the settlement agreement, the 2022 assessed value of \$270,000 will be held for 2023, 2024, and 2025 subject to the statutory exceptions.

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

We recommend that the Town Board authorizes 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 the Stipulation.

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By: 

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

CLD:kah

Attachments

cc: Molly Carhart, Assessor
Gilbert Piaquadio, Supervisor

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of

MAHO BAY REALTY, LLC

Petitioner,

- against -

TOWN OF NEWBURGH, (Municipal Corporation),
its ASSESSOR AND BOARD OF ASSESSMENT REVIEW,

Respondents.

**STIPULATION OF
SETTLEMENT**

Index Nos.:
EF005274/2019
EF003163/2020
EF005030/2021
EF003882/2022
EF004739/2023

For Review of the Assessment of certain Real Property in the
Town of Newburgh, New York for Assessment Rolls 2019,
2020, 2021, 2022, and 2023.

-----X
IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the
respective parties hereto, that a proposed Order and Judgment, a copy of which is annexed hereto,
shall be made and entered settling certain proceedings brought by the Petitioner to review the tax
assessments fixed and imposed by the Town of Newburgh for the assessment rolls 2019, 2020,
2021, 2022, and 2023 for purposes of taxation upon certain real property located at 1 Powelton
Road, in the Town of Newburgh, and known as Section/Block/Lot: 80-6-7 on the official
assessment map of said municipality, and providing that the assessed valuations of petitioner's
property upon the assessment rolls of the Town of Newburgh be settled as follows:

STIPULATED AND AGREED, that the assessed valuations of Petitioner's property upon
the assessment rolls of the Town of Newburgh be reduced, corrected and fixed as follows:

TAX LOT	YEAR	ORIGINAL ASSESSMENT	CORRECTED ASSESSMENT	ASSESSMENT REDUCTION
80-6-7	2019	\$ 309,960	\$ 309,960	\$ 0
	2020	\$ 309,960	\$ 309,960	\$ 0
	2021	\$ 309,960	\$ 294,000	\$ 15,960
	2022	\$ 309,960	\$ 270,000	\$ 39,960
	2023	\$ 309,960	\$ 270,000	\$ 39,960

and it is further

STIPULATED AND AGREED that the allocations between land and improvements, as reduced, shall be left to the sole discretion of the Assessor of the said municipality; and it is further

STIPULATED AND AGREED that all parties shall abide by section 727 of Real Property Tax Law of the State of New York applicable to the 2022 year above; and it is further

STIPULATED AND AGREED that the Order and Judgment provide, pursuant to the Real Property Law of the State of New York, that the officer or officers having custody of the assessment rolls upon which the above mentioned assessments and any taxes levied thereon are entered shall correct said entries in conformity with this Order and Judgment and shall note upon the margin of said entered roll, opposite said entries, that the same have been corrected by the authorization of the Order and Judgment; and it is further

STIPULATED AND AGREED that the Order and Judgment further provide that the County of Orange, and/or the Town of Newburgh and/or the Newburgh City School District, as appropriate, shall audit and allow the claim of petitioner for the overpayment of the State, County, and Town, and School taxes (including Library), and taxes relating to any special taxing district for which the County, and/or Town, and/or School District, collects such taxes, as appropriate, against the original assessments in excess of what the taxes would have been if said assessments made in the aforesaid years had been made upon the reduced valuations, together with the

proportionate share of any interest or penalty paid by reason of delinquent payment of said excess taxes,; and it is further

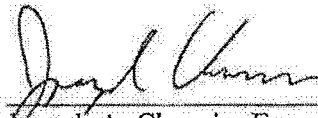
STIPULATED AND AGREED that the Order and Judgment provide that all said refunds to be made by respondents Town of Newburgh and/or the Newburgh City School District, and/or County of Orange, or any of the various tax authorities, be made by check or draft, payable to the order of "Savad Churgin", as attorneys for the petitioner; and it is further

STIPULATED AND AGREED that the Order and Judgment further provide that the refunds shall include interest thereon at the statutory rate in accordance with Real Property Tax Law, Section 726(2), however, interest is waived if refunds are paid within sixty (60) days after a copy of the Order with Notice of Entry is served; and it is further

STIPULATED that an Order shall be submitted to the Court in the form annexed.

Date: 3/24/21

Date:



Joseph A. Churgin, Esq
SAVAD CHURGIN
Attorneys for Petitioner
55 Old Turnpike Road, Ste. 209
Nanuet, NY 10954
(845) 624-3820

Cathy Drobny, Esq.
E. Stewart Jones Hacker Murphy LLC
Attorneys for Respondent
200 Harborside Dr. #300
Schenectady, New York 12305
(518) 274-5820

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----x
In the Matter of the Application of

MAHO BAY REALTY, LLC

Petitioner,

- against -

TOWN OF NEWBURGH, (Municipal Corporation),
its ASSESSOR AND BOARD OF ASSESSMENT REVIEW,

Respondents.

For Review of the Assessment of certain Real Property in the
Town of Newburgh, New York for Assessment Rolls 2019,
2020, 2021, 2022, and 2023.

-----x

Upon the Stipulation by the attorneys for the respective parties hereto, which provides for the settlement of certain proceedings brought by the petitioner to review the tax assessments fixed and imposed by the Town of Newburgh for the assessment rolls 2019, 2020, 2021, 2022, and 2023 for purposes of taxation upon certain real property located at 1 Powelton Road, in the Town of Newburgh, and known as Section/Block/Lot: 80-6-7 on the official assessment map of said municipality, and providing that the assessed valuations of petitioner's property upon the assessment rolls of the Town of Newburgh be settled as follows:

NOW, on motion of SAVAD CHURGIN, attorneys for the petitioner, it is

ORDERED, ADJUDGED AND DECREED that the assessed valuations of Petitioner's property upon the assessment rolls of the Town of Newburgh be reduced, corrected and fixed as follows:

**ORDER AND JUDGMENT
REDUCING
ASSESSMENTS**

Index Nos.:
EF005274/2019
EF003163/2020
EF005030/2021
EF003882/2022
EF004739/2023

TAX LOT	YEAR	ORIGINAL ASSESSMENT	CORRECTED ASSESSMENT	ASSESSMENT REDUCTION
80-6-7	2019	\$ 309,960	\$ 309,960	\$ 0
	2020	\$ 309,960	\$ 309,960	\$ 0
	2021	\$ 309,960	\$ 294,000	\$ 15,960
	2022	\$ 309,960	\$ 270,000	\$ 39,960
	2023	\$ 309,960	\$ 270,000	\$ 39,960

and it is further

ORDERED, ADJUDGED AND DECREED that the allocations between land and improvements of said assessment, as reduced, shall be left to the sole discretion of the Assessor of the said municipality, and it is further

ORDERED, ADJUDGED AND DECREED that all parties shall abide by section 727 of Real Property Tax Law of the State of New York applicable to 2022 year above, and it is further

ORDERED, ADJUDGED and DECREED that the officer or officers having custody of the Assessment Rolls upon which the above mentioned assessments and any taxes levied thereon are entered shall correct said entries in conformity with this Order and Judgment and shall note upon the margin of said rolls, opposite said entries, that the same have been corrected by the authorization of this Order and Judgment, and it is further

ORDERED, ADJUDGED and DECREED that the County of Orange, and/or the Town of Newburgh and/or the Newburgh City School District, as appropriate, shall audit and allow the claim of petitioner for the overpayment of the State, County, and Town, and School taxes (including Library), and taxes relating to any special taxing district for which the County, and/or Town, and/or School District, collects such taxes, as appropriate, against the original assessments in excess of what the taxes would have been if said assessments made in the aforesaid years had

been made upon the reduced valuations, together with the proportionate share of any interest or penalty paid by reason of delinquent payment of said excess taxes, and it is further

ORDERED, ADJUDGED and DECREED that all tax refunds to be made by respondents Town of Newburgh and/or the Newburgh City School District, and/or County of Orange, or any of the various tax authorities, be made by check or draft, payable to the order of "Savad Churgin", as attorneys for the petitioner, and it is further

ORDERED, ADJUDGED and DECREED that the refunds shall include interest thereon at the statutory rate in accordance with Real Property Tax Law, Section 726(2); however interest is waived if refunds are paid within sixty (60) days, after a copy of the Order with Notice of Entry is served; and it is further

ORDERED, ADJUDGED and DECREED that the said tax review proceedings shall be settled without the allowance or payment of costs and disbursements to, by or against any party.

Goshen, New York

Date: _____, 2024

HON. E. LOREN WILLIAMS, J.S.C.

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 29th day of May, 2024 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Paul I. Ruggiero, Councilman
- Scott M. Manley, Councilman
- Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #80-6- 7
MAHO BAY REALTY, LLC
(1 POWELTON ROAD)
INDEX NUMBER 2019-EF005274, 2020-
EF003163, 2021-EF005030,
2022-EF003882 AND 2023-EF004739

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

WHEREAS, Maho Bay Realty, LLC (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of an office building and related improvements located on a parcel of land at 1 Powelton Road, Section 80-Block 6-Lot 7 on the tax assessment rolls for the tax years 2019, 2020, 2021, 2022 and 2023; and

WHEREAS, special counsel to the Town, E. Stewart Jones Hacker Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioner, the terms of which are embodied in a proposed Stipulation of Settlement and an Order and Judgment Reducing Assessments 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 Stipulation of Settlement 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:

Paul I. Ruggiero, Councilman voting

Scott M. Manley, Councilman voting

Anthony R. LoBiondo, Councilman voting

Gilbert J. Piaquadio, Supervisor voting

The resolution was thereupon declared duly adopted.



ORANGE COUNTY
NEW YORK

Orange County
Department of Planning
and Community Development
100 South Street
Orangetown, NY 12550
Tel: 518-535-3300

Revised: 10/15/03
Section: 100
Scale: 1" = 100'

Special Districts:
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Legend:
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

Map Information:
Map No. 100
Scale: 1" = 100'
Date: 10/15/03

Project Information:
Project Name: [Blank]
Project No.: [Blank]
Project Date: [Blank]





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[Tax Maps](#)
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Commercial

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- [Owner/Sales](#)
- [Inventory](#)
- [Improvements](#)
- [Tax Info](#)
- [Report](#)
- [Comparables](#)


| | | | |
|-----------------------------------|--|----------------------|----------------------------|
| Municipality of Newburgh | | | |
| SWIS: | 334600 | Tax ID: | 80-6-7 |
| Tax Map ID / Property Data | | | |
| Status: | Active | Roll Section: | Taxable |
| Address: | 1 Powelton Rd | | |
| Property Class: | 465 - Prof. bldg. | Site Property Class: | 465 - Prof. bldg. |
| Ownership Code: | | | |
| Site: | Com 1 | In Ag. District: | No |
| Zoning Code: | - | Bldg. Style: | Not Applicable |
| Neighborhood: | 40116 - | School District: | Newburg |
| Property Description: | Legal description not given for property | | |
| Total Acreage/Size: | 75 x 150 | Equalization Rate: | --- |
| Land Assessment: | 2024 - Tentative \$27,500 | Total Assessment: | 2024 - Tentative \$309,960 |
| Full Market Value: | 2024 - Tentative \$1,504,700 | | |
| Deed Book: | 13883 | Deed Page: | 648 |
| Grid East: | 622172 | Grid North: | 979542 |
| Bank Code: | N/A | | |

| Special Districts for 2024 (Tentative) | | | | |
|---|-------|---------|------|-------|
| Description | Units | Percent | Type | Value |
| AM010-Newburgh Ambulance | 0 | 0% | | 0 |
| FD008-Cronomer vly fire | 0 | 0% | | 0 |
| LT004-Consol It | 0 | 0% | | 0 |
| WD001-Consol wtr 1 | 0 | 0% | | 0 |
| WD002-Consol wtr 2 | 0 | 0% | | 0 |

| Land Types | |
|-------------------|------|
| Type | Size |

Photographs

(Click on photo to enlarge it.)



Photo

Photo 1 of 6 →

Documents

No documents found for this parcel

Maps

[View Tax Map](#)
[Pin Property on GIS Map](#)
[View in Google Maps](#)
[View in Bing Maps](#)
[View in Near Map](#)

Map Disclaimer

| | |
|---------|----------|
| Primary | 75 x 150 |
|---------|----------|



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Commercial

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- [Inventory](#)
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- [Tax Info](#)
- [Report](#)
- [Comparables](#)

Municipality of Newburgh

| | | | |
|-------|--------|---------|--------|
| SWIS: | 334600 | Tax ID: | 80-6-7 |
|-------|--------|---------|--------|

Ownership Information

| Name | Secondary Name | Address |
|----------------------|----------------|---------------------------------------|
| MAHO BAY REALTY, LLC | | 1 Powelton Rd
Newburgh NY
12550 |

Sale Information

| Sale Date | Price | Property Class | Sale Type | Prior Owner |
|-----------|---------------------|--------------------|------------------|--------------------|
| 4/14/2015 | \$355,000 | 465 - Prof. bldg. | Land & Building | 2 Cats Holding LLC |
| | Value Usable | Arms Length | Deed Book | Deed Page |
| | Yes | Yes | 13883 | 648 |


| Sale Date | Price | Property Class | Sale Type | Prior Owner |
|-----------|---------------------|--------------------|------------------|------------------|
| 1/7/2005 | \$300,000 | 465 - Prof. bldg. | Land & Building | C&G Holding Corp |
| | Value Usable | Arms Length | Deed Book | Deed Page |
| | No | No | 11762 | 1538 |

Historic Deed Information

| Book | Page | Prior Printkey |
|-------|-------|----------------|
| 13883 | 648 | |
| 11762 | 1538 | |
| 1741 | 00534 | |

Photographs

(Click on photo to enlarge it.)



Photo

Photo 1 of 6 →

Documents

No documents found for this parcel

Maps

- [View Tax Map](#)
- [Pin Property on GIS Map](#)
- [View in Google Maps](#)
- [View in Bing Maps](#)
- [View in Near Map](#)

Map Disclaimer

Maho Bay Realty LLC v. Town of Newburgh - Settlement

| Year | Parcel Number | Assessed Value | Reduced Assessed Value | Eq. Rate | FMV | Reduced FMV | Difference AV and Reduced AV | Tax Rate | | Refund Liability |
|-------------------|---------------|----------------|------------------------|----------|-------------|-------------|------------------------------|-------------------|-----------|---------------------|
| 2019 | 80-6-7 | \$309,960 | \$309,960 | 32.20% | \$962,609 | \$962,609 | \$0 | County | 11.5799 | \$ - |
| | | | | | | | | Town | 9.656 | \$ - |
| | | | | | | | | Highway | 5.4916 | \$ - |
| | | | | | | | | Cronomer vly fire | 4.6204 | \$ - |
| | | | | | | | | Consol It | 0.3605 | \$ - |
| | | | | | | | | Consol wtr 1 | 1.4614 | \$ - |
| | | | | | | | | Consol wtr 2 | 2.5223 | \$ - |
| | | | | | | | | School | 72.71954 | \$ - |
| | | | | | | | | Library | 3.438755 | \$ - |
| | | | | | | | | 2020 | 80-6-7 | \$309,960 |
| Town | 10.8692 | \$ - | | | | | | | | |
| Highway | 4.7485 | \$ - | | | | | | | | |
| Cronomer vly fire | 4.6751 | \$ - | | | | | | | | |
| Consol It | 0.3617 | \$ - | | | | | | | | |
| Consol wtr 1 | 1.4641 | \$ - | | | | | | | | |
| Consol wtr 2 | 2.5209 | \$ - | | | | | | | | |
| School | 71.885193 | \$ - | | | | | | | | |
| Library | 3.542079 | \$ - | | | | | | | | |
| 2021 | 80-6-7 | \$309,960 | \$294,000 | 28.25% | \$1,097,204 | \$1,040,708 | \$15,960 | | | |
| | | | | | | | | Town | 10.8445 | \$ 173.08 |
| | | | | | | | | Highway | 4.7344 | \$ 75.56 |
| | | | | | | | | Cronomer vly fire | 4.6648 | \$ 74.45 |
| | | | | | | | | Consol It | 0.3629 | \$ 5.79 |
| | | | | | | | | Consol wtr 1 | 1.4627 | \$ 23.34 |
| | | | | | | | | Consol wtr 2 | 2.5292 | \$ 40.37 |
| | | | | | | | | School | 71.47331 | \$ 1,140.71 |
| | | | | | | | | Library | 3.521783 | \$ 56.21 |
| | | | | | | | | 2022 | 80-6-7 | \$309,960 |
| Town | 10.9134 | \$ 436.10 | | | | | | | | |
| Highway | 4.6423 | \$ 185.51 | | | | | | | | |
| Cronomer vly fire | 4.6204 | \$ 184.63 | | | | | | | | |
| Newb Ambulance | 0.4071 | \$ 16.27 | | | | | | | | |
| Consol It | 0.3605 | \$ 14.41 | | | | | | | | |
| Consol wtr 1 | 1.4614 | \$ 58.40 | | | | | | | | |
| Consol wtr 2 | 2.5223 | \$ 100.79 | | | | | | | | |
| School | 71.391298 | \$ 2,852.80 | | | | | | | | |
| Library | 3.589386 | \$ 143.43 | | | | | | | | |
| 2023 | 80-6-7 | \$309,960 | \$270,000 | 21.59% | \$1,435,665 | \$1,250,579 | \$39,960 | County | 10.653823 | \$ 425.73 |
| | | | | | | | | Town | 10.63692 | \$ 425.05 |
| | | | | | | | | Highway | 5.000899 | \$ 199.84 |
| | | | | | | | | Cronomer vly fire | 4.890603 | \$ 195.43 |
| | | | | | | | | Newb Ambulance | 0.41 | \$ 16.38 |
| | | | | | | | | Consol It | 0.495289 | \$ 19.79 |
| | | | | | | | | Consol wtr 1 | 1.539877 | \$ 61.53 |
| | | | | | | | | Consol wtr 2 | 2.659769 | \$ 106.28 |
| | | | | | | | | School | 68.550183 | \$ 2,739.27 |
| | | | | | | | | Library | 3.543244 | \$ 141.59 |
| | | | | | | | | County | | \$ 1,062.53 |
| | | | | | | | | Town | | \$ 1,034.23 |
| | | | | | | | | Highway | | \$ 460.90 |
| | | | | | | | | Cronomer vly fire | | \$ 454.51 |
| | | | | | | | | Consol It | | \$ 38.44 |
| | | | | | | | | Consol wtr 1 | | \$ 57.54 |
| | | | | | | | | Consol wtr 2 | | \$ 160.30 |
| | | | | | | | | School | | \$ 6,732.78 |
| | | | | | | | | Library | | \$ 341.23 |
| | | | | | | | | TOTAL | | \$ 10,342.46 |


Maho Bay Realty LLC v. Town of Newburgh

| Year | Parcel Number | Assessed Value | Claimed Assessed Value | Eq. Rate | FMV | Reduced FMV | Difference AV and Claimed AV | Tax Rate | | Refund Liability |
|---------|---------------|----------------|------------------------|----------|-------------|-------------|------------------------------|-------------------|-----------|---------------------|
| 2019 | 80-6-7 | \$309,960 | \$155,000 | 32.20% | \$962,609 | \$481,366 | \$154,960 | County | 11.5799 | \$ 1,794.42 |
| | | | | | | | | Town | 9.656 | \$ 1,496.29 |
| | | | | | | | | Highway | 5.4916 | \$ 850.98 |
| | | | | | | | | Cronomer vly fire | 4.6204 | \$ 715.98 |
| | | | | | | | | Consol It | 0.3605 | \$ 55.86 |
| | | | | | | | | Consol wtr 1 | 1.4614 | \$ 226.46 |
| | | | | | | | | Consol wtr 2 | 2.5223 | \$ 390.86 |
| | | | | | | | | School | 72.71954 | \$ 11,268.62 |
| | | | | | | | | Library | 3.438755 | \$ 532.87 |
| 2020 | 80-6-7 | \$309,960 | \$144,100 | 29.95% | \$1,034,925 | \$481,135 | \$165,860 | County | 11.8689 | \$ 1,968.58 |
| | | | | | | | | Town | 10.8692 | \$ 1,802.77 |
| | | | | | | | | Highway | 4.7485 | \$ 787.59 |
| | | | | | | | | Cronomer vly fire | 4.6751 | \$ 775.41 |
| | | | | | | | | Consol It | 0.3617 | \$ 59.99 |
| | | | | | | | | Consol wtr 1 | 1.4641 | \$ 242.84 |
| | | | | | | | | Consol wtr 2 | 2.5209 | \$ 418.12 |
| | | | | | | | | School | 71.885193 | \$ 11,922.88 |
| | | | | | | | | Library | 3.542079 | \$ 587.49 |
| 2021 | 80-6-7 | \$309,960 | \$135,967 | 28.25% | \$1,097,204 | \$481,299 | \$173,993 | County | 12.1292 | \$ 2,110.40 |
| | | | | | | | | Town | 10.8445 | \$ 1,886.87 |
| | | | | | | | | Highway | 4.7344 | \$ 823.75 |
| | | | | | | | | Cronomer vly fire | 4.6648 | \$ 811.64 |
| | | | | | | | | Consol It | 0.3629 | \$ 63.14 |
| | | | | | | | | Consol wtr 1 | 1.4627 | \$ 254.50 |
| | | | | | | | | Consol wtr 2 | 2.5292 | \$ 440.06 |
| | | | | | | | | School | 71.47331 | \$ 12,435.86 |
| | | | | | | | | Library | 3.521783 | \$ 612.77 |
| 2022 | 80-6-7 | \$309,960 | \$118,881 | 24.70% | \$1,254,899 | \$481,300 | \$191,079 | County | 11.0917 | \$ 2,119.39 |
| | | | | | | | | Town | 10.9134 | \$ 2,085.32 |
| | | | | | | | | Highway | 4.6423 | \$ 887.05 |
| | | | | | | | | Cronomer vly fire | 4.6204 | \$ 882.86 |
| | | | | | | | | Newb Ambulance | 0.4071 | \$ 77.79 |
| | | | | | | | | Consol It | 0.3605 | \$ 68.88 |
| | | | | | | | | Consol wtr 1 | 1.4614 | \$ 279.24 |
| | | | | | | | | Consol wtr 2 | 2.5223 | \$ 481.96 |
| | | | | | | | | School | 71.391298 | \$ 13,641.38 |
| Library | 3.589386 | \$ 685.86 | | | | | | | | |
| 2023 | 80-6-7 | \$309,960 | \$103,913 | 21.59% | \$1,435,665 | \$481,302 | \$206,047 | County | 10.653823 | \$ 2,195.19 |
| | | | | | | | | Town | 10.63692 | \$ 2,191.71 |
| | | | | | | | | Highway | 5.000899 | \$ 1,030.42 |
| | | | | | | | | Cronomer vly fire | 4.890603 | \$ 1,007.69 |
| | | | | | | | | Newb Ambulance | 0.41 | \$ 84.48 |
| | | | | | | | | Consol It | 0.495289 | \$ 102.05 |
| | | | | | | | | Consol wtr 1 | 1.539877 | \$ 317.29 |
| | | | | | | | | Consol wtr 2 | 2.659769 | \$ 548.04 |
| | | | | | | | | School | 68.550183 | \$ 14,124.56 |
| Library | 3.543244 | \$ 730.07 | | | | | | | | |
| | | | | | | | | County | | \$ 10,187.97 |
| | | | | | | | | Town | | \$ 9,462.95 |
| | | | | | | | | Highway | | \$ 4,379.78 |
| | | | | | | | | Cronomer vly fire | | \$ 4,193.59 |
| | | | | | | | | Consol It | | \$ 341.26 |
| | | | | | | | | Consol wtr 1 | | \$ 894.73 |
| | | | | | | | | Consol wtr 2 | | \$ 1,845.57 |
| | | | | | | | | School | | \$ 63,393.29 |
| | | | | | | | | Library | | \$ 3,149.06 |
| | | | | | | | | TOTAL | | \$ 97,848.20 |

#10A

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio and Town Board
FROM: Patrick J. Hines, Rep Town Engineer 
DATE: 23 May 2024
RE: Special Inspections for Chadwick Lake Recreation and Senior Center Building

MHE Engineering has selected proposals for the special inspection services for the subject project. These third-party special inspections are required to be performed in compliance with Chapter 17 of the 2020 Building Code of NYS.

Two proposals were received for the required special inspections. MHE recommends the Town award the contract for special inspections to Tectonic Engineers. The Tectonic proposal identifies a estimate cost for the special inspections to be \$31,640.00, the actual cost will be based on the number of specific inspections performed. The proposal contains a rate for each inspection.

The award of the required special inspection services requires Town Board action.

I am available to discuss this matter if you require any additional information.

Cc: Jim Presutti, Commissioner of Parks Recreation and Conservation
Gerald Canfield, Code Compliance

PJH/kbw



Town of Newburgh
C/O MHE Engineering
33 Airport Center Drive, Suite 202
New Windsor, NY 12553

Attn: Lisa Vance-Ayers (Town Clerk)

May 21, 2024

RE: REV 1 PN 24-0341
PROPOSAL FOR SPECIAL INSPECTION MATERIALS TESTING SERVICES
NEWBURGH RECREATION CENTER – PROPOSED PRE-ENGINEERED METAL BUILDING
TOWN OF NEWBURGH, NY (ORANGE COUNTY)

Tectonic Engineering Consultants, Geologists & Land Surveyors, DPC is pleased to provide you with the enclosed unit rates and budget estimate of costs to provide Special Inspection Materials Testing Services in accordance with the Chapter 17 of the 2020 Building Code of NYS and the project documents for the above referenced project located in the Town of Newburgh, NY.

Based on the Request for Proposal (RFP) received on March 13, 2024, from MHE Engineering, it is our understanding the scope of services will include, however, may not be limited to, the following Structural Special Inspections for new construction of a proposed 36,670 square foot pre-engineered metal building structure:

- Soils (Subgrade Bearing Verification & Compaction Testing of Controlled Fill)
- Cast-In-Place Concrete (Including Post-Installed Anchors)
- Structural Steel Framing (including Cold-Formed Steel Decking)
- Asphalt Paving

Note: The enclosed budget estimate is based off the project documents provided and our experience with projects of similar size and scope. The actual number of inspections and tests that will be required will ultimately be driven by means-and-methods of the Contractor performing the work.

Our inspection and testing services are performed in accordance with all applicable ASTM and AASHTO guidelines; including the requirements of ASTM E329, Standards and Recommended Practices of Inspection and Testing Agencies. Our in-house material testing laboratory is AASHTO accredited and participants in the bi -annual AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) laboratory inspection programs and is also accredited by the US Army Corp of Engineers.

Our staff of experienced inspection technicians are certified by the American Concrete Institute (ACI), International Code Council (ICC), National Institute for Certification in Engineering Technologies (NICET), the Northeast Transportation Technical Certification Program (NETTCP), the American Welding Society (AWS), the American Society of Non-Destructive Testing (ASNT), the Associated General Contractors of America for NYS Hot-Mixed Asphalt and the Pre-stressed Concrete Institute (PCI) to name a few. We understand that many of the Special Inspection items will overlap and occur concurrently with one another. Many of our inspection technician staff are cross-trained in conducting soils, rebar, concrete, asphalt and masonry inspections and field testing. This allows us to provide a single inspector to cover multiple tasks in one day, which often saves budgeted man-hours.

Newburgh Lab Office

280 Little Britain Road, Building 2 | Newburgh, NY 12550
845.563.9081 Tel | 845.563.9085 Fax

tectonicengineering.com



PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Please have an authorized representative complete and sign the attached *Work Authorization and Proposal Acceptance Form* to indicate acceptance of this agreement and the attached *Unit Rate Schedule* and *General Terms and Conditions*. Please return to Tectonic one signed and completed copy of the *Work Authorization and Proposal Acceptance Form* and all construction documents pertinent to the services being requested. Fees shall be invoiced monthly, with payment due upon receipt. If payment is not received within 30 days, Tectonic will consider non-payment just cause to stop work. We appreciate the opportunity to provide this you with this proposal, and look forward to assisting you on this project. If you have any questions, please do not hesitate to call me at 845-563-9081 ext. 2611.

Sincerely,
TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.

A handwritten signature in cursive script that reads "James Duesel".

James Duesel
Executive Director
Construction Inspection Services

| Newburgh Recreation Center - Proposed Pre-Engineered Metal Bldg
 Chadwick Lake Park (Town of Newburgh, NY) | | | | | |
|---|--|-------------|-------------|------------|------------------|
| SPECIAL INSPECTION MATERIAL TESTING SERVICES | | | | | |
| TECTONIC UNIT RATES AND BUDGET ESTIMATE | | | | | |
| INSPECTION SERVICES | | RATE | UNIT | QTY | EST TOTAL |
| CAST-IN-PLACE CONCRETE INSPECTIONS | | | | | |
| 1 | Inspection of Concrete Placement- Field Testing for Slump, Temperature, Air Entrainment & Unit Weight / Casting of Test Cylinders
(ACI Grade I Technician) | \$320.00 | Half Day | | \$0.00 |
| | | \$500.00 | Full Day | 5 | \$2,500.00 |
| 2 | Pre-Pour Inspection of Reinforcement Steel & Embedments, Formwork Geometry, Post-Installed Anchor Installation - May also perform field testing & sampling same day
(ACI Reinforced Concrete Special Inspector and/or ACI Post-Installed Anchor SI) | \$370.00 | Half Day | 2 | \$740.00 |
| | | \$570.00 | Full Day | 13 | \$7,410.00 |
| 3 | Floor Flatness and/or Levelness Testing Concrete Floors (Note: Includes Mobilization, Labor and Equipment) | \$750.00 | Day | | \$0.00 |
| | | | | | \$0.00 |
| 4 | Concrete Coring Services (Note: includes mobilization, labor and coring equipment) | \$1,200.00 | Day | | \$0.00 |
| | | | | | |
| 5 | Relative Humidity Testing Concrete Floors with Rapid RH Meter (ASTM F2170) *Rate per visit for initial set up installation of probes & follow-up readings as requested | \$350.00 | Visit | | \$0.00 |
| | | \$50.00 | Per Probe | | \$0.00 |
| 6 | Moisture / Alkali Testing of Concrete (ASTM F1869)
Note: Minimum 3 Moisture-Alkali Test Kits required per 1,000 sf flooring | \$350.00 | Half Day | | \$0.00 |
| | | \$35.00 | Test Kit | | \$0.00 |
| | Laboratory Compressive Strength Testing | | | | |
| 7 | **Concrete Cylinders (ASTM C39) | \$18.00 | Each | 150 | \$2,700.00 |
| SOILS INSPECTIONS (BACKFILL COMPACTION & SUBGRADES) | | | | | |
| 8 | Backfill / Compaction of Soils - Visual Inspection Controlled Fill Placement including Compaction Testing using a Nuclear Density Gauge for site controlled fills, underground utilities, subbases for pavements/slabs, foundation and/or retaining wall backfill, etc. (Soils Special Inspector / Troxler Certified Technician) *Portal-to-Portal | \$320.00 | Half Day | 2 | \$640.00 |
| | | \$500.00 | Full Day | 10 | \$5,000.00 |
| 9 | Geotechnical Inspections - Inspection of Foundation Subgrades/Bearing Strata in accordance with approved soils report, Removal of Unsuitable Soils, Deep Foundation Systems (Piles/Caissons), Underpinning, Verify Site Preparation w/ Proof-Rolling of Subgrades (Staff Engineer/EIT) | \$460.00 | Half Day | 4 | \$1,840.00 |
| | | \$900.00 | Full Day | 2 | \$1,800.00 |
| 10 | Density Guage - Daily equipment charge- unlimited number of tests per day | \$85.00 | Day | 12 | \$1,020.00 |
| | | | | | |
| | Laboratory Soils Testing | | | | |
| 11 | Soil Gradation/Sieve Analysis (ASTM D6913) | \$80.00 | Each | 2 | \$160.00 |
| 12 | Full Modified / Standard Proctor Analysis (ASTM D1557) | \$140.00 | Each | 2 | \$280.00 |

| STRUCTURAL STEEL FRAMING / COLD FORMED METAL FRAMING | | | | | |
|--|---|------------|----------|----|--------------------|
| 13 | Visual Inspection of Structural Steel Framing - Verify Compliance with Details Shown on Approved Construction Documents (Shop and/or Erection Drawings) including Connection Details for Bolted and/or Welded Connections, Bracing, Decking, Etc. / Non-Destructive Testing of welds using Magnetic Particle & Dye Penetrate Methods (<i>Certified Welding Inspector</i>) | \$475.00 | Half Day | 5 | \$2,375.00 |
| | | \$800.00 | Full Day | | \$0.00 |
| 14 | Visual Inspection of Cold-Formed Metal Framing - Verify Compliance with Approved Details on Shop Drawings for Steel Stud / Truss Bracing, Steel Decking, Installation of Clips, Hangers, Ties, Mechanical Anchors, PAF's, Screw Fasteners, Welds, Etc. (<i>Certified Welding Inspector</i>) | \$475.00 | Half Day | 4 | \$1,900.00 |
| | | \$800.00 | Full Day | | \$0.00 |
| 15 | Steel Fabrication Shop Inspection (<i>Typically not required if Fabricator is AISC Certified / Self-Certifying Facility</i>) Note: Travel expenses for out-of-town fabrication shop visits to be billed at cost - see below terms & conditions | \$110.00 | Hour | | \$0.00 |
| | | TBD | | | |
| 16 | Non-Destructive Testing of Welds using Ultrasonic (UT) Methods (<i>CWI / ASNT Level II Inspector</i>) | \$1,200.00 | Day | | \$0.00 |
| BITUMINOUS ASPHALT PAVING INSPECTION | | | | | |
| 17 | Inspection of Placement & Compaction of Bituminous Asphalt Paving including monitoring temperatures, loose/compacted thicknesses & density testing with a nuclear density gauge (<i>HMA Certified Density Testing Inspector / Troxler Certified</i>) | \$320.00 | Half Day | 1 | \$320.00 |
| | | \$500.00 | Full Day | 2 | \$1,000.00 |
| 18 | Density Guage - <i>Daily equipment charge- unlimited number of tests per day</i> | \$85.00 | Day | 3 | \$255.00 |
| PROJECT MANAGEMENT/ ENGINEERING SERVICES | | | | | |
| 19 | Project Management - Coordination of field staff, review of Technical Reports & Preparation of Field Report Submittals (FRS) for Distribution Note: Est 1 to 2 hrs/week when project active | \$95.00 | Hour | 10 | \$950.00 |
| 20 | Project Manager - Upon Client Request: Attend Pre-Installation Conference Meetings, Review of lab data to compare results with project specification requirements, Letter Preparation or Meeting Minute Preparation | \$140.00 | Hour | | \$0.00 |
| 21 | <i>Professional Engineer (if needed) - Sign-Off on Final Report of Special Inspections, Project Oversight, Meeting Attendance, etc</i> | \$165.00 | Hour | | \$0.00 |
| SAMPLE PICK-UP & TRAVEL EXPENSES | | | | | |
| 22 | Sample Pick-Up (On-Site) - Round Trip Cost to Pick-Up Test Samples Cast in Field and/or Samples for Lab Analysis | \$75.00 | Trip | 10 | \$750.00 |
| 23 | Travel Expenses - <i>Round Trip Travel expenses for on-site daily inspections, meeting attendance, etc. (\$0.53 / Mile) *Included in half / full day technician rates above</i> | \$0.00 | Trip | | \$0.00 |
| ESTIMATED TOTAL FEE: | | | | | \$31,640.00 |

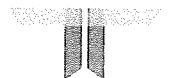
| PROJECT SPECIFIC TERMS AND CONDITIONS | |
|---------------------------------------|--|
| ■ | Up to and including 4-hours at the site will be considered a half-day expense, from 4-hours to 8-hours at the site will be considered a full-day expense. Ultrasonic and/or Radiographic Testing rates are based on 8-hour minimum charge. |
| ■ | A 2-hour cancellation fee applies if inspections are cancelled same day. A 4-hour (Half-Day) cancellation fee applies if services are cancelled upon the inspectors arrival on site. |
| ■ | For greater than 8 hours/day, and all time on Saturday, Sunday and Holidays, multiply non-engineer hourly technician rate by 1.50X |
| ■ | For transporting a Nuclear Density Gauge for Soils and Asphalt testing, the indicated hourly rates are portal-to-portal since our Nuclear Gauge License required the gauges be stored in our secure facility when not in use |
| ■ | **The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee schedule above |
| ■ | A yearly 3% Escalation Fee will apply to the unit rates above from the date of contract award |
| ■ | The unit rates contained herein for laboratory testing of contaminated samples assume standard capabilities and facilities of the lab (working under a hood with protective gloves) and do not include sample disposal costs. |
| ■ | Testing on contaminated materials may require a project specific Laboratory Health and Safety Plan. The cost associated with any required Health and Safety Plan will be additional. |
| ■ | All services must be requested by 12:00 noon of the day prior to which services are required |
| ■ | A signed contract or purchase order must be received by Tectonic prior to commencement of work. |
| ■ | Mileage expenses and overnight stay accommodations for inspection services off-site (fabrication shops, batch plants, etc) will be charged at cost from the office at the standard business mileage rate allowed by the Internal Revenue Service in effect at the time travel occurs or per the Travel Expense round trip cost listed above for daily inspections, sample pick-up or meeting attendance at the project site. |

**TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

The engagement of Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (TECTONIC) by CLIENT is under the following terms and conditions, which are an integral part of the collective Agreement between CLIENT and TECTONIC.

1.0 GENERAL

1. The fee estimate for the services to be provided is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of the CLIENT who has executed this Agreement and is not subject to third party agreements. By accepting this proposal, the CLIENT represents and acknowledges that funding has been secured and that adequate funding will remain available to pay all TECTONIC's invoices within 30 days of date of invoice through final payment.
3. All schedules required to perform the services shall commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized by CLIENT in writing before additional services can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT that change TECTONIC's scope of services or increase fees must also be provided by written notice. For avoidance of doubt, e-mail will constitute written notice.
5. All drawings, specifications, reports, computations, survey notes, electronic files, and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. In consideration for this Agreement, TECTONIC grants CLIENT a non-exclusive license to use the instruments of service in connection with this Project. TECTONIC may elect, if it does not receive full payment of its invoices, to terminate this Agreement and/or revoke CLIENT's license to use the instruments of service. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities, or cost, including reasonable attorneys' fees and defense costs, arising from any use or modification of the instruments of service without TECTONIC's involvement or and use on other projects without prior written consent of TECTONIC.
6. Changes requested by CLIENT (i) in the Schematic Design, Design Development, or Construction Documents after each respective phase has been completed and approved by CLIENT; or (ii) that are inconsistent with CLIENT's program after the Schematic Design Phase will be considered an Additional Service.
7. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by any cause beyond TECTONIC's reasonable control, including but not limited to strikes, accidents, acts of God, epidemics, pandemics, mandated quarantines, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT or any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due thereunder shall be equitably increased.
8. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses and any other costs which could not reasonably have been avoided and for which TECTONIC is not otherwise compensated.

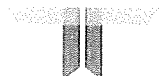


TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

9. It is understood that the services to be provided are based on the information provided by CLIENT. CLIENT will provide all relevant and applicable information, requirements, and surveys for the Project in CLIENT's possession or reasonably accessible to CLIENT at no additional cost, including program information describing CLIENT's objectives, schedule, constraints and criteria, space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements, and budget. TECTONIC shall be entitled to rely upon the accuracy and completeness of all such information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract amount may also change.
10. Unless otherwise agreed in writing, CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations but has not included in the fee the cost of restoration of any damage resulting from the field services. If CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
11. CLIENT shall make prompt and timely decisions regarding design, budget, consultant retention (if applicable) and other issues that may affect TECTONIC's ability to perform and complete its services on schedule. CLIENT shall provide prompt written notice to TECTONIC if it becomes aware of any fault or defect in the instruments of service or the Project.
12. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.
13. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.
14. CLIENT agrees to allow TECTONIC to utilize its name as a client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website and social media content.
15. The laws of New York State shall govern the validity and interpretation of this Agreement without reference to principles of conflict of laws or choice of laws. The parties agree that the venue and jurisdiction for any disputes arising hereunder shall be in the courts of the County of New York, State of New York, or the United States District Court for the Southern District of New York. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement.

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice, or the invoice shall be deemed accepted. The entire invoice shall be paid in full without deduction, setoff or counterclaim, and CLIENT shall not retain or defer payment due to any alleged dispute with Tectonic. Any disputed amounts may result in a partial refund at a later date upon resolution of the item(s) in dispute.
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement.

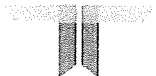


TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for suspension of services or termination by TECTONIC. If CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop its services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for services performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including, but not limited to, copying, renderings, travel, telephone, and overnight mailing shall be billed at cost.

3.0 INSURANCE, INDEMNITY AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon execution of this Agreement. If CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this Agreement unless said loss was caused solely by TECTONIC's own negligence.
3. To the fullest extent permitted by law, the total liability, in the aggregate, of TECTONIC and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming through or under CLIENT, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by TECTONIC or \$50,000, whichever is greater.
4. TECTONIC and CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by TECTONIC, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.
5. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of TECTONIC, including delinquent payment by CLIENT.

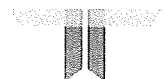


TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

6. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved. TECTONIC shall not be required to execute certificates, consents or reliance letters that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in TECTONIC having to certify the existence of conditions whose existence TECTONIC cannot ascertain. Any certificate will state that it is based on the best of the TECTONIC's knowledge, information, and belief.
7. TECTONIC shall perform its services consistent with the professional skill and care ordinarily provided by engineers performing similar engineering services on projects of similar size, nature and complexity in the same geographic location as the project (the "Standard of Care"). Nothing herein or otherwise shall be construed to extend or exceed the Standard of Care or establish a fiduciary relationship between the parties. Regardless of any term herein or otherwise, TECTONIC makes no express or implied warranty of any kind as to its findings, recommendations, opinions, professional advice, or otherwise with respect to the Services.
8. TECTONIC employees or consultants may act as licensed, certified, or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state, or local agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the Standard of Care set forth herein. CLIENT agrees that any supplemental requirements imposed on CLIENT constitute additional services and CLIENT agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.
9. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, guarantee that proposals, bid or actual construction cost will not vary from TECTONIC's opinions or estimates of probable construction costs. Any cost related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the scope of services in this Agreement to verify the location of existing utilities. CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or miss-located utilities, or subsurface structures; and for any impact this damage may cause.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the scope of services of this Agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by CLIENT in writing at the time the location diagram is supplied.

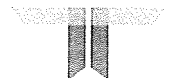


TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT

4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered, and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the scope of services of this Agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

5.0 CONSTRUCTION SUPPORT SERVICES

1. The presence of TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve any 3rd Party Contractor(s) for construction and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with their respective contracts, any health or safety precautions required by any regulatory agencies, and all other applicable laws, rules, and regulations governing the project. TECTONIC and its personnel have no authority to exercise any control over any 3rd Party Contractor(s), or other entity or their employees in connection with their construction work or any health or safety precautions, programs, or enforcements. CLIENT agrees that any 3rd Party Contractor(s) for construction are solely responsible for job site safety and warrants this intent shall be made evident in CLIENT's agreement with any 3rd Party Contractor(s). CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be named as an additional insured under any 3rd Party Contractor(s)' general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.
2. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own. TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify, and hold TECTONIC harmless for any costs or liability incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer or disposer of hazardous waste.

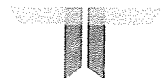


**TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

3. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by any 3rd Party Contractor(s) in accordance with paragraph 2 of Section 5.0, CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney' fees, arising out of or resulting from performance of any 3rd Party Contractor(s)' construction work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of any 3rd Party Contractor(s), a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
4. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
5. CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.

6.0 DISPUTE RESOLUTION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If the matter is not resolved through mediation, it shall be resolved through litigation in a court of competent jurisdiction in New York State. The parties voluntarily and irrevocably waive their respective right to a trial by jury.



WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal No: REV 1 PN 24-0341 Date: 5/21/24 Retainer Amount Required: _____

Project Name & Location: Newburgh Recreation Center; NY-RT 300 Town of Newburgh, NY (Orange County)

Proposed Services: Special Inspection Materials Testing Services

Proposal Acceptance

Acceptance(Signature): _____ Date: _____

Printed Name: _____ Title: _____

Company or Organization Name: _____

Client Contact Information

All of the following information about the person responsible for the identified tasks must be provided prior to starting work.

| | | | |
|--|----------|--------|--------|
| Scheduling Work and
Receipt of Deliverables | Name: | Phone: | Email: |
| | Address: | | |
| Receipt of
Invoices(Original) | Name: | Phone: | Email: |
| | Address: | | |
| Receipt of Invoices
(Copies) | Name: | Phone: | Email: |
| | Address: | | |
| Issuing Payments of
Invoices | Name: | Phone: | Email: |
| | Address: | | |

Newburgh Lab Office

280 Little Britain Road, Building 2 | Newburgh, NY 12550
 845.563.9081 Tel | 845.563.9085 Fax

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio and Town Board

FROM: Patrick J. Hines, Rep Town Engineer

DATE: 24 May 2024

RE: Zazon Subdivision
Stormwater Town Road and Water Main Extension Securities
Newburgh Planning Board Project #04-29
11 Lot Subdivision with Drainage District Parcel

The applicant's representatives, Pietrzak and Pfau Engineering & Surveying have prepared cost estimates for the subject project. The project received Conditional Final Approval on 15 April 2021. The project contains a proposed town roadway, drainage improvements and water main extensions. These items are required to have security posted to assure completion of the proposed public improvements. The applicant's engineers have utilized MHE's standard cost estimating template for municipal infrastructure.

- Stormwater Cost Estimate \$111,567.00
- Water Main Cost Estimate \$129,730.00
- Town Road Cost Estimate \$326,377.29
- Total: ----- \$567,674.29

A 4% Inspection Fee in the amount of \$22,706.97 must be posted.

A Landscape Security Cost Estimate has been provided for planting of the street trees and shrubs depicted on the approved plans.

- Landscape Security in the amount of \$49,692.81 is required. An Inspection fee in the amount of \$2,000.00 for landscape inspections must also be posted.

Approval of the security amount requires Town Board approval.

I am available to discuss this matter if you require any additional information.

Cc: John Ewasutyn, Chairman Planning Board
Gerald Canfield, Code Compliance
Steve Grogan, Water/Sewer Manager
Mark Hall, Highway Superintendent
Ronald Clum, Town Accountant

Project Name: Lands of Zazon Drainage Public Improvements
 Planning Board No.: 04-29

Municipality: Town of Newburgh
 Date: 24-May-21

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total Quantity | Total Cost | Completed Quantity | Completed Cost | Remaining Cost |
|---|------|-------------|----------------|------------|--------------------|----------------|----------------|
| Roadway and Parking Lot | | | | | | | |
| Grade Subgrade in ROW | SY | \$ 1.20 | | | | \$ - | \$ - |
| Cut and Chip Trees | AC | \$ 8,820.50 | | | | \$ - | \$ - |
| Stump removal and disposal | AC | \$ 6,105.50 | | | | \$ - | \$ - |
| Erosion Control | AC | \$ 4,340.00 | | | | \$ - | \$ - |
| Silt Fence | LF | \$ 6.50 | | | | \$ - | \$ - |
| Roadway Subbase | | | | | | | |
| Roadway Subbase (8" Course) | CY | \$ 62.40 | | | | \$ - | \$ - |
| Roadway Subbase (12" Course) | SY | \$ 14.40 | | | | \$ - | \$ - |
| Roadway Subbase (15" Course) | SY | \$ 21.00 | | | | \$ - | \$ - |
| Roadway Subbase (15" Course) | SY | \$ 25.90 | | | | \$ - | \$ - |
| Asphalt Pavement | | | | | | | |
| Asphalt Pavement (1.5" top) | TN | \$ 183.20 | | | | \$ - | \$ - |
| Asphalt Pavement (2" top) | SY | \$ 16.10 | | | | \$ - | \$ - |
| Asphalt Pavement (3" course) | SY | \$ 20.75 | | | | \$ - | \$ - |
| Asphalt Pavement (3.5" course) | SY | \$ 31.00 | | | | \$ - | \$ - |
| Asphalt Pavement (4" course) | SY | \$ 36.25 | | | | \$ - | \$ - |
| Asphalt Pavement (5" course) | SY | \$ 42.00 | | | | \$ - | \$ - |
| Asphalt Pavement (intensive handwork) | SY | \$ 51.75 | | | | \$ - | \$ - |
| Asphalt Pavement (intensive handwork) | TN | \$ 285.25 | | | | \$ - | \$ - |
| Tack Coat | | | | | | | |
| Tack Coat | SY | \$ 1.00 | | | | \$ - | \$ - |
| Double Surface Treatment | | | | | | | |
| Double Surface Treatment | SY | \$ 11.00 | | | | \$ - | \$ - |
| Roadway ROW Topsoil (6") & Seeding | | | | | | | |
| Roadway ROW Topsoil (6") & Seeding | SY | \$ 17.55 | | | | \$ - | \$ - |
| Concrete Monuments | | | | | | | |
| Concrete Monuments | EA | \$ 196.75 | | | | \$ - | \$ - |
| Roadway As-Builts (50' Wide) | | | | | | | |
| Roadway As-Builts (50' Wide) | LF | \$ 1.50 | | | | \$ - | \$ - |
| Street Signs (Traffic Control) | | | | | | | |
| Street Signs (Traffic Control) | EA | \$ 305.35 | | | | \$ - | \$ - |
| Street ID | | | | | | | |
| Street ID | EA | \$ 340.00 | | | | \$ - | \$ - |
| Concrete Curbing | | | | | | | |
| Concrete Curbing | LF | \$ 50.00 | | | | \$ - | \$ - |

Project Name: Lands of Zazon Drainage Public Improvements
 Planning Board No.: 04-29

Municipality: Town of Newburgh
 Date: 24-May-21

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total Quantity | Total Cost | Completed Quantity | Completed Cost | Remaining Cost |
|---|------|-------------|----------------|--------------|--------------------|----------------|----------------|
| Concrete Sidewalk up to 1000 SY | SY | \$ 115.00 | | | | | |
| Concrete Sidewalk > 1000 SY | SY | \$ 80.00 | | | | | |
| Concrete Sidewalk (4' Wide) | LF | \$ 52.00 | | | | | |
| Concrete Sidewalk (5' Wide) | LF | \$ 63.85 | | | | | |
| Street Trees (2.5" Cal; w/ frame and grate) | EA | \$ 1,700.00 | | | | | |
| Street Trees (2.5" Cal) | EA | \$ 770.00 | | | | | |
| Street Lights (std. luminair, u/g feed) | EA | \$ 9,200.00 | | | | | |
| Guide Rail (W-Beam) | LF | \$ 67.90 | | | | | |
| Guide Rail (Box Beam) | LF | \$ 95.00 | | | | | |
| End Section (W-Beam, Wrap) | EA | \$ 1,208.00 | | | | | |
| End Section (W-Beam, Concrete Anchor) | EA | \$ 3,000.00 | | | | | |
| Modular Block Retaining Wall (upto 6' High) | SF | \$ 55.00 | | | | | |
| Modular Block Retaining Wall (over 6' High) | SF | \$ 65.00 | | | | | |
| Concrete Retaining Wall (upto 6' High) | CY | \$ 950.00 | | | | | |
| Concrete Retaining Wall (over 6' High) | CY | \$ 1,155.75 | | | | | |
| <u>Drainage</u> | | | | | | | |
| Catch Basin (Standard Depth) | EA | \$ 4,888.00 | 10 | \$ 48,880.00 | | | \$ 48,880.00 |
| Stormwater Manhole (Standard Depth) | EA | \$ 5,428.00 | | | | | |
| Connection to Existing Catch Basin | EA | \$ 1,360.00 | | | | | |
| Stormwater Pipe (HDPE - 15") | LF | \$ 75.00 | 194 | \$ 14,550.00 | | | \$ 14,550.00 |
| Stormwater Pipe (HDPE - 18") | LF | \$ 92.00 | 448 | \$ 41,216.00 | | | \$ 41,216.00 |
| Stormwater Pipe (HDPE - 24") | LF | \$ 101.75 | 52 | \$ 5,291.00 | | | \$ 5,291.00 |
| Stormwater Pipe (HDPE - 30") | LF | \$ 122.00 | | | | | |
| Stormwater Pipe (HDPE - 36") | LF | \$ 143.00 | | | | | |
| Stormwater Pipe (HDPE - 48") | LF | \$ 190.00 | | | | | |
| End Section (HDPE) | EA | \$ 815.00 | 2 | \$ 1,630.00 | | | \$ 1,630.00 |
| Stormwater Pipe (RCP - 15") | LF | \$ 81.75 | | | | | |
| Stormwater Pipe (RCP - 18") | LF | \$ 92.00 | | | | | |
| Stormwater Pipe (RCP - 24") | LF | \$ 101.75 | | | | | |
| Stormwater Pipe (RCP - 30") | LF | \$ 162.75 | | | | | |

Project Name: Lands of Zazon Drainage Public Improvements
 Planning Board No.: 04-29

Municipality: Town of Newburgh
 Date: 24-May-21

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total Quantity | Total Cost | Completed Quantity | Completed Cost | Remaining Cost |
|--|------|--------------|----------------|------------|--------------------|----------------|----------------|
| Stormwater Pipe (RCP - 36") | LF | \$ 203.50 | - | \$ - | - | \$ - | \$ - |
| Stormwater Pipe (RCP - 48") | LF | \$ 291.50 | - | \$ - | - | \$ - | \$ - |
| End Section (RCP) | EA | \$ 1,020.00 | - | \$ - | - | \$ - | \$ - |
| Concrete Headwall | EA | \$ 8,280.00 | - | \$ - | - | \$ - | \$ - |
| Rip Rap Drainage Channel | CY | \$ 120.00 | - | \$ - | - | \$ - | \$ - |
| Non-lined Drainage Channel | LF | \$ 16.40 | - | \$ - | - | \$ - | \$ - |
| Preforated Pipe/Stone Underdrain | LF | \$ 35.40 | - | \$ - | - | \$ - | \$ - |
| Concrete Box Culvert (6'x4') w/wingwalls | LF | \$ 3,122.00 | - | \$ - | - | \$ - | \$ - |
| Concrete Box Culvert (3'x3'), w/wingwalls | LF | \$ 2,445.00 | - | \$ - | - | \$ - | \$ - |
| <u>Water</u> | | | | | | | |
| Watermain (DI - 8") | LF | \$ 110.00 | - | \$ - | - | \$ - | \$ - |
| Gate Valve (8") | EA | \$ 2,300.00 | - | \$ - | - | \$ - | \$ - |
| Tapping Sleeve and Valve (8") | EA | \$ 8,165.00 | - | \$ - | - | \$ - | \$ - |
| Watermain (DI - 12") | LF | \$ 135.00 | - | \$ - | - | \$ - | \$ - |
| Gate Valve (12") | EA | \$ 6,960.00 | - | \$ - | - | \$ - | \$ - |
| Tapping Sleeve and Valve (12") | EA | \$ 10,178.00 | - | \$ - | - | \$ - | \$ - |
| Hydrant Assembly | EA | \$ 7,800.00 | - | \$ - | - | \$ - | \$ - |
| House service (w/out licensed plumber) | EA | \$ 2,715.00 | - | \$ - | - | \$ - | \$ - |
| Air-relief Valve & Vault | EA | \$ 10,800.00 | - | \$ - | - | \$ - | \$ - |
| Pressure Reducing Valve & Vault | EA | \$ 14,258.50 | - | \$ - | - | \$ - | \$ - |
| Watermain Offset (8") | EA | \$ 6,785.00 | - | \$ - | - | \$ - | \$ - |
| Line Stop and Gate Valve installation (8") | EA | \$ 12,215.00 | - | \$ - | - | \$ - | \$ - |
| Insertion Valve (8") | EA | \$ 14,950.00 | - | \$ - | - | \$ - | \$ - |
| 6" C900 PVC | LF | \$ 75.00 | - | \$ - | - | \$ - | \$ - |
| 6" Gate Valve | EA | \$ 1,800.00 | - | \$ - | - | \$ - | \$ - |
| <u>Sewer</u> | | | | | | | |
| Sewer Main (Strd Depth, PVC - 8") | LF | \$ 92.00 | - | \$ - | - | \$ - | \$ - |
| Sewer Main (Strd Depth, PVC - 12") | LF | \$ 114.00 | - | \$ - | - | \$ - | \$ - |
| Sewer PVC Force Main | LF | \$ 92.00 | - | \$ - | - | \$ - | \$ - |

Project Name: Lands of Zazon Watermain Extension Public Improvements
 Planning Board No.: 04-29

Municipality: Town of Newburgh
 Date: 24-May-21

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total Quantity | Total Cost | Completed Quantity | Completed Cost | Remaining Cost |
|---|------|-------------|----------------|------------|--------------------|----------------|----------------|
| <u>Roadway and Parking Lot</u> | | | | | | | |
| Grade Subgrade in ROW | SY | \$ 1.20 | - | \$ - | - | \$ - | \$ - |
| Cut and Chip Trees | AC | \$ 8,820.50 | - | \$ - | - | \$ - | \$ - |
| Stump removal and disposal | AC | \$ 6,105.50 | - | \$ - | - | \$ - | \$ - |
| Erosion Control | AC | \$ 4,340.00 | - | \$ - | - | \$ - | \$ - |
| Silt Fence | LF | \$ 6.50 | - | \$ - | - | \$ - | \$ - |
| <u>Roadway Subbase</u> | | | | | | | |
| Roadway Subbase (8" Course) | CY | \$ 62.40 | - | \$ - | - | \$ - | \$ - |
| Roadway Subbase (12" Course) | SY | \$ 14.40 | - | \$ - | - | \$ - | \$ - |
| Roadway Subbase (15" Course) | SY | \$ 21.00 | - | \$ - | - | \$ - | \$ - |
| | SY | \$ 25.90 | - | \$ - | - | \$ - | \$ - |
| <u>Asphalt Pavement</u> | | | | | | | |
| Asphalt Pavement (1.5" top) | TN | \$ 183.20 | - | \$ - | - | \$ - | \$ - |
| Asphalt Pavement (2" top) | SY | \$ 16.10 | - | \$ - | - | \$ - | \$ - |
| Asphalt Pavement (3" course) | SY | \$ 20.75 | - | \$ - | - | \$ - | \$ - |
| Asphalt Pavement (3.5" course) | SY | \$ 31.00 | - | \$ - | - | \$ - | \$ - |
| Asphalt Pavement (4" course) | SY | \$ 36.25 | - | \$ - | - | \$ - | \$ - |
| Asphalt Pavement (5" course) | SY | \$ 42.00 | - | \$ - | - | \$ - | \$ - |
| Asphalt Pavement (intensive handwork) | SY | \$ 51.75 | - | \$ - | - | \$ - | \$ - |
| | TN | \$ 285.25 | - | \$ - | - | \$ - | \$ - |
| <u>Tack Coat</u> | | | | | | | |
| Double Surface Treatment | SY | \$ 1.00 | - | \$ - | - | \$ - | \$ - |
| | SY | \$ 11.00 | - | \$ - | - | \$ - | \$ - |
| <u>Roadway ROW Topsoil (6") & Seeding</u> | | | | | | | |
| Concrete Monuments | SY | \$ 17.55 | - | \$ - | - | \$ - | \$ - |
| Roadway As-Builts (50' Wide) | EA | \$ 196.75 | - | \$ - | - | \$ - | \$ - |
| Street Signs (Traffic Control) | LF | \$ 1.50 | - | \$ - | - | \$ - | \$ - |
| Street ID | EA | \$ 305.35 | - | \$ - | - | \$ - | \$ - |
| | EA | \$ 340.00 | - | \$ - | - | \$ - | \$ - |
| <u>Concrete Curbing</u> | | | | | | | |
| | LF | \$ 50.00 | - | \$ - | - | \$ - | \$ - |

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total Quantity | Total Cost | Completed Quantity | Completed Cost | Remaining Cost |
|---|------|-------------|----------------|------------|--------------------|----------------|----------------|
| Concrete Sidewalk up to 1000 SY | SY | \$ 115.00 | | \$ - | | \$ - | \$ - |
| Concrete Sidewalk >1000 SY | SY | \$ 80.00 | | \$ - | | \$ - | \$ - |
| Concrete Sidewalk (4' Wide) | LF | \$ 52.00 | | \$ - | | \$ - | \$ - |
| Concrete Sidewalk (5' Wide) | LF | \$ 63.85 | | \$ - | | \$ - | \$ - |
| Street Trees (2.5" Cal; w/ frame and grate) | EA | \$ 1,700.00 | | \$ - | | \$ - | \$ - |
| Street Trees (2.5" Cal) | EA | \$ 770.00 | | \$ - | | \$ - | \$ - |
| Street Lights (std. luminair, u/g feed) | EA | \$ 9,200.00 | | \$ - | | \$ - | \$ - |
| Guide Rail (W-Beam) | LF | \$ 67.90 | | \$ - | | \$ - | \$ - |
| Guide Rail (Box Beam) | LF | \$ 95.00 | | \$ - | | \$ - | \$ - |
| End Section (W-Beam, Wrap) | EA | \$ 1,208.00 | | \$ - | | \$ - | \$ - |
| End Section (W-Beam, Concrete Anchor) | EA | \$ 3,000.00 | | \$ - | | \$ - | \$ - |
| Modular Block Retaining Wall (upto 6' High) | SF | \$ 55.00 | | \$ - | | \$ - | \$ - |
| Modular Block Retaining Wall (over 6' High) | SF | \$ 65.00 | | \$ - | | \$ - | \$ - |
| Concrete Retaining Wall (upto 6' High) | CY | \$ 950.00 | | \$ - | | \$ - | \$ - |
| Concrete Retaining Wall (over 6' High) | CY | \$ 1,155.75 | | \$ - | | \$ - | \$ - |
| Drainage | | | | | | | |
| Catch Basin (Standard Depth) | EA | \$ 4,888.00 | | \$ - | | \$ - | \$ - |
| Stormwater Manhole (Standard Depth) | EA | \$ 5,428.00 | | \$ - | | \$ - | \$ - |
| Connection to Existing Catch Basin | EA | \$ 1,360.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 15") | LF | \$ 75.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 18") | LF | \$ 92.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 24") | LF | \$ 101.75 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 30") | LF | \$ 122.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 36") | LF | \$ 143.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 48") | LF | \$ 190.00 | | \$ - | | \$ - | \$ - |
| End Section (HDPE) | EA | \$ 815.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 15") | LF | \$ 81.75 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 18") | LF | \$ 92.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 24") | LF | \$ 101.75 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 30") | LF | \$ 162.75 | | \$ - | | \$ - | \$ - |

Project Name: Lands of Zazon Watermain Extension Public Improvements
 Planning Board No.: 04-29

Municipality: Town of Newburgh
 Date: 24-May-21

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total Quantity | Total Cost | Completed Quantity | Completed Cost | Remaining Cost |
|--|------|--------------|----------------|--------------|--------------------|----------------|----------------|
| Stormwater Pipe (RCP - 36") | LF | \$ 203.50 | | - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 48") | LF | \$ 291.50 | | - | | \$ - | \$ - |
| End Section (RCP) | EA | \$ 1,020.00 | | - | | \$ - | \$ - |
| Concrete Headwall | EA | \$ 8,280.00 | | - | | \$ - | \$ - |
| Rip Rap Drainage Channel | CY | \$ 120.00 | | - | | \$ - | \$ - |
| Non-lined Drainage Channel | LF | \$ 16.40 | | - | | \$ - | \$ - |
| Preformed Pipe/Stone Underdrain | LF | \$ 35.40 | | - | | \$ - | \$ - |
| Concrete Box Culvert (6'x4') w/wingwalls | LF | \$ 3,122.00 | | - | | \$ - | \$ - |
| Concrete Box Culvert (3'x3'), w/wingwalls | LF | \$ 2,445.00 | | - | | \$ - | \$ - |
| <u>Water</u> | | | | | | | |
| Watermain (DI - 8") | LF | \$ 110.00 | 650 | \$ 71,500.00 | | \$ - | \$ 71,500.00 |
| Gate Valve (8") | EA | \$ 2,300.00 | 2 | \$ 4,600.00 | | \$ - | \$ 4,600.00 |
| Tapping Sleeve and Valve (8") | EA | \$ 8,165.00 | 1 | \$ 8,165.00 | | \$ - | \$ 8,165.00 |
| Watermain (DI - 12") | LF | \$ 135.00 | | - | | \$ - | \$ - |
| Gate Valve (12") | EA | \$ 6,960.00 | | - | | \$ - | \$ - |
| Tapping Sleeve and Valve (12") | EA | \$ 10,178.00 | | - | | \$ - | \$ - |
| Hydrant Assembly | EA | \$ 7,800.00 | 2 | \$ 15,600.00 | | \$ - | \$ 15,600.00 |
| House service (w/out licensed plumber) | EA | \$ 2,715.00 | 11 | \$ 29,865.00 | | \$ - | \$ 29,865.00 |
| Air relief Valve & Vault | EA | \$ 10,800.00 | | - | | \$ - | \$ - |
| Pressure Reducing Valve & Vault | EA | \$ 14,258.50 | | - | | \$ - | \$ - |
| Watermain Offset (8") | EA | \$ 6,785.00 | | - | | \$ - | \$ - |
| Line Stop and Gate Valve installation (8") | EA | \$ 12,215.00 | | - | | \$ - | \$ - |
| Insertion Valve (8") | EA | \$ 14,950.00 | | - | | \$ - | \$ - |
| 6" C900 PVC | LF | \$ 75.00 | | - | | \$ - | \$ - |
| 6" Gate Valve | EA | \$ 1,800.00 | | - | | \$ - | \$ - |
| <u>Sewer</u> | | | | | | | |
| Sewer Main (Strd Depth, PVC - 8") | LF | \$ 92.00 | | - | | \$ - | \$ - |
| Sewer Main (Strd Depth, PVC - 12") | LF | \$ 114.00 | | - | | \$ - | \$ - |
| Sewer PVC Force Main | LF | \$ 92.00 | | - | | \$ - | \$ - |

Project Name: Lands of Zazon Town Road Public Improvements
 Planning Board No.: 04-29

Municipality: Town of Newburgh
 Date: 24-Mar-21

PUBLIC IMPROVEMENT UNIT PRICES
 (Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total | | Completed Quantity | Completed Cost | Remaining Cost |
|---------------------------------------|------|-------------|----------|--------------|--------------------|----------------|----------------|
| | | | Quantity | Total Cost | | | |
| <u>Roadway and Parking Lot</u> | | | | | | | |
| Grade Subgrade in ROW | SY | \$ 1.20 | 4314 | \$ 5,176.80 | | \$ - | \$ 5,176.80 |
| Cut and Chip Trees | AC | \$ 8,820.50 | 0.89 | \$ 7,850.25 | | \$ - | \$ 7,850.25 |
| Stump removal and disposal | AC | \$ 6,105.50 | 0.89 | \$ 5,433.90 | | \$ - | \$ 5,433.90 |
| Erosion Control | AC | \$ 4,340.00 | 0.89 | \$ 3,862.60 | | \$ - | \$ 3,862.60 |
| Silt Fence | LF | \$ 6.50 | | \$ - | | \$ - | \$ - |
| Roadway Subbase | CY | \$ 62.40 | | \$ - | | \$ - | \$ - |
| Roadway Subbase (8" Course) | SY | \$ 14.40 | | \$ - | | \$ - | \$ - |
| Roadway Subbase (12" Course) | SY | \$ 21.00 | 3073 | \$ 64,533.00 | | \$ - | \$ 64,533.00 |
| Roadway Subbase (15" Course) | SY | \$ 25.90 | | \$ - | | \$ - | \$ - |
| Asphalt Pavement | TN | \$ 183.20 | | \$ - | | \$ - | \$ - |
| Asphalt Pavement (1.5" top) | SY | \$ 16.10 | 3073 | \$ 49,475.30 | | \$ - | \$ 49,475.30 |
| Asphalt Pavement (2" top) | SY | \$ 20.75 | | \$ - | | \$ - | \$ - |
| Asphalt Pavement (3"course) | SY | \$ 31.00 | 3073 | \$ 95,263.00 | | \$ - | \$ 95,263.00 |
| Asphalt Pavement (3.5"course) | SY | \$ 36.25 | | \$ - | | \$ - | \$ - |
| Asphalt Pavement (4"course) | SY | \$ 42.00 | | \$ - | | \$ - | \$ - |
| Asphalt Pavement (5"course) | SY | \$ 51.75 | | \$ - | | \$ - | \$ - |
| Asphalt Pavement (intensive handwork) | TN | \$ 285.25 | | \$ - | | \$ - | \$ - |
| Tack Coat | SY | \$ 1.00 | 3073 | \$ 3,073.00 | | \$ - | \$ 3,073.00 |
| Double Surface Treatment | SY | \$ 11.00 | | \$ - | | \$ - | \$ - |
| Roadway ROW Topsoil (6") & Seeding | SY | \$ 17.55 | 1241 | \$ 21,779.55 | | \$ - | \$ 21,779.55 |
| Concrete Monuments | EA | \$ 196.75 | | \$ - | | \$ - | \$ - |
| Roadway As-Built (50' Wide) | LF | \$ 1.50 | 620 | \$ 930.00 | | \$ - | \$ 930.00 |
| Street Signs (Traffic Control) | EA | \$ 305.35 | | \$ - | | \$ - | \$ - |
| Street ID | EA | \$ 340.00 | | \$ - | | \$ - | \$ - |
| Concrete Curbing | LF | \$ 50.00 | 1380 | \$ 69,000.00 | | \$ - | \$ 69,000.00 |

Project Name: Lands of Zazon Town Road Public Improvements
 Planning Board No.: 04-29

Municipality: Town of Newburgh
 Date: 24-Mar-21

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total Quantity | Total Cost | Completed Quantity | Completed Cost | Remaining Cost |
|---|------|-------------|----------------|------------|--------------------|----------------|----------------|
| Concrete Sidewalk up to 1000 SY | SY | \$ 115.00 | | \$ - | | \$ - | \$ - |
| Concrete Sidewalk >1000 SY | SY | \$ 80.00 | | \$ - | | \$ - | \$ - |
| Concrete Sidewalk (4' Wide) | LF | \$ 52.00 | | \$ - | | \$ - | \$ - |
| Concrete Sidewalk (5' Wide) | LF | \$ 63.85 | | \$ - | | \$ - | \$ - |
| Street Trees (2.5" Cal; w/ frame and grate) | EA | \$ 1,700.00 | | \$ - | | \$ - | \$ - |
| Street Trees (2.5" Cal) | EA | \$ 770.00 | | \$ - | | \$ - | \$ - |
| Street Lights (std. luminair, u/g feed) | EA | \$ 9,200.00 | | \$ - | | \$ - | \$ - |
| Guide Rail (W-Beam) | LF | \$ 67.90 | | \$ - | | \$ - | \$ - |
| Guide Rail (Box Beam) | LF | \$ 95.00 | | \$ - | | \$ - | \$ - |
| End Section (W-Beam, Wrap) | EA | \$ 1,208.00 | | \$ - | | \$ - | \$ - |
| End Section (W-Beam, Concrete Anchor) | EA | \$ 3,000.00 | | \$ - | | \$ - | \$ - |
| Modular Block Retaining Wall (upto 6' High) | SF | \$ 55.00 | | \$ - | | \$ - | \$ - |
| Modular Block Retaining Wall (over 6' High) | SF | \$ 65.00 | | \$ - | | \$ - | \$ - |
| Concrete Retaining Wall (upto 6' High) | CY | \$ 950.00 | | \$ - | | \$ - | \$ - |
| Concrete Retaining Wall (over 6' High) | CY | \$ 1,155.75 | | \$ - | | \$ - | \$ - |
| <u>Drainage</u> | | | | | | | |
| Catch Basin (Standard Depth) | EA | \$ 4,888.00 | | \$ - | | \$ - | \$ - |
| Stormwater Manhole (Standard Depth) | EA | \$ 5,428.00 | | \$ - | | \$ - | \$ - |
| Connection to Existing Catch Basin | EA | \$ 1,360.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 15") | LF | \$ 75.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 18") | LF | \$ 92.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 24") | LF | \$ 101.75 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 30") | LF | \$ 122.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 36") | LF | \$ 143.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (HDPE - 48") | LF | \$ 190.00 | | \$ - | | \$ - | \$ - |
| End Section (HDPE) | EA | \$ 815.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 15") | LF | \$ 81.75 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 18") | LF | \$ 92.00 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 24") | LF | \$ 101.75 | | \$ - | | \$ - | \$ - |
| Stormwater Pipe (RCP - 30") | LF | \$ 162.75 | | \$ - | | \$ - | \$ - |

Project Name: Lands of Zazon Town Road Public Improvements
 Planning Board No.: 04-29

Municipality: Town of Newburgh
 Date: 24-Mar-21

PUBLIC IMPROVEMENT UNIT PRICES
 (Interim Update Dec. 2018)

| Description | Unit | Unit Cost | Total Quantity | Total Cost | Completed Quantity | Completed Cost | Remaining Cost |
|--|------|--------------|----------------|------------|--------------------|----------------|----------------|
| Stormwater Pipe (RCP - 36") | LF | \$ 203.50 | - | \$ - | - | \$ - | \$ - |
| Stormwater Pipe (RCP - 48") | LF | \$ 291.50 | - | \$ - | - | \$ - | \$ - |
| End Section (RCP) | EA | \$ 1,020.00 | - | \$ - | - | \$ - | \$ - |
| Concrete Headwall | EA | \$ 8,280.00 | - | \$ - | - | \$ - | \$ - |
| Rip Rap Drainage Channel | CY | \$ 120.00 | - | \$ - | - | \$ - | \$ - |
| Non-lined Drainage Channel | LF | \$ 16.40 | - | \$ - | - | \$ - | \$ - |
| Perforated Pipe/Stone Underdrain | LF | \$ 35.40 | - | \$ - | - | \$ - | \$ - |
| Concrete Box Culvert (6'x4') w/wingwalls | LF | \$ 3,122.00 | - | \$ - | - | \$ - | \$ - |
| Concrete Box Culvert (3'x3'), w/wingwalls | LF | \$ 2,445.00 | - | \$ - | - | \$ - | \$ - |
| <u>Water</u> | | | | | | | |
| Watermain (DI - 8") | LF | \$ 110.00 | - | \$ - | - | \$ - | \$ - |
| Gate Valve (8") | EA | \$ 2,300.00 | - | \$ - | - | \$ - | \$ - |
| Tapping Sleeve and Valve (8") | EA | \$ 8,165.00 | - | \$ - | - | \$ - | \$ - |
| Watermain (DI - 12") | LF | \$ 135.00 | - | \$ - | - | \$ - | \$ - |
| Gate Valve (12") | EA | \$ 6,960.00 | - | \$ - | - | \$ - | \$ - |
| Tapping Sleeve and Valve (12") | EA | \$ 10,178.00 | - | \$ - | - | \$ - | \$ - |
| Hydrant Assembly | EA | \$ 7,800.00 | - | \$ - | - | \$ - | \$ - |
| House service (w/out licensed plumber) | EA | \$ 2,715.00 | - | \$ - | - | \$ - | \$ - |
| Air relief Valve & Vault | EA | \$ 10,800.00 | - | \$ - | - | \$ - | \$ - |
| Pressure Reducing Valve & Vault | EA | \$ 14,258.50 | - | \$ - | - | \$ - | \$ - |
| Watermain Offset (8") | EA | \$ 6,785.00 | - | \$ - | - | \$ - | \$ - |
| Line Stop and Gate Valve installation (8") | EA | \$ 12,215.00 | - | \$ - | - | \$ - | \$ - |
| Insertion Valve (8") | EA | \$ 14,950.00 | - | \$ - | - | \$ - | \$ - |
| 6" C900 PVC | LF | \$ 75.00 | - | \$ - | - | \$ - | \$ - |
| 6" Gate Valve | EA | \$ 1,800.00 | - | \$ - | - | \$ - | \$ - |
| <u>Sewer</u> | | | | | | | |
| Sewer Main (Strd Depth, PVC - 8") | LF | \$ 92.00 | - | \$ - | - | \$ - | \$ - |
| Sewer Main (Strd Depth, PVC - 12") | LF | \$ 114.00 | - | \$ - | - | \$ - | \$ - |
| Sewer PVC Force Main | LF | \$ 92.00 | - | \$ - | - | \$ - | \$ - |

**Lands of Zazon
Town of Newburgh**

Landscape Cost Estimate

| Item | Quantity | Item Price | Cost |
|-------------------------|-----------------|-------------------|--------------------|
| Evergreen Trees | 14 | \$470/ea | \$6,580.00 |
| Deciduous Trees | 23 | \$900/ea | \$20,700.00 |
| Smaller Flowering Trees | 9 | \$700/ea | \$6,300.00 |
| Deciduous Shrubs | 18 | \$80/ea | \$1,440.00 |
| Evergreen Shrubs | 18 | \$170/ea | \$3,060.00 |
| Seeding & Mulch | 18,742 | \$0.44/sf | \$8,246.48 |
| Clean Up | 1 | LS | \$1,000.00 |
| | | | |
| | | SUBTOTAL | \$47,326.48 |
| Contingency | 1 | 5% | \$2,366.33 |
| | | | |
| | | TOTAL | \$49,692.81 |

Notes:

1. The prices quoted above are estimate based upon current information.
2. The prices do not reflect any finished grading that may need to be accomplished prior to commencement of any landscape installation.
3. It is assumed on-site topsoil will be used for seeded areas.

02-29-2024

#10C

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

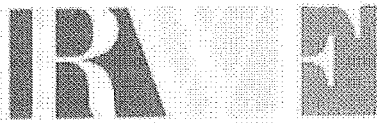
TO: Gilbert Piaquadio, Town Supervisor and Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 29 May 2024
RE: Elmhurst Avenue over Bushkill Creek Culvert Replacement Project
NYS DOT PIN8762.74
Advertisement & Receipt of Bids

The project engineers CPL Engineering have identified that they have completed the NYSDOT design approval process for the Elmhurst Culvert Replacement Project. The engineers are recommending the Town set an advertisement date of 7 June 2024. Plans and specifications will become available on that date. Bids will be received by the Town on 11 July 2024 at 1:00 PM. The project has a grant from the NYS Department of Transportation in the amount of \$525,000.00. The engineers cost estimate in October of 2022 was \$526,106.00. Scheduling of the bid dates for the project requires Town Board approval.

I am available to discuss the project should you require additional information.

Cc: James Osborne, Town Engineer
Ronald Clum, Town Accountant
Mark Hall, Highway Superintendent

#11



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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LEVINSON HIEGHTS WATER MAIN EXTENSION PROJECT;
INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED WATER DISTRICT;
ESTABLISHMENT OF PROPOSED EXTENSION OF THE CONSOLIDATED WATER DISTRICT
OUR FILE NO. 801.____; 800.1(B)() (2024)

DATE: MAY 28, 2024

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

Stewart P. Glenn
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed for the Town Board's reconsideration at its regular meeting scheduled for May 29, 2024 are the following:

1. Revised Maps, Plans and Reports for Increase and Improvement of the Facilities of the Consolidated Water District Pursuant to Section 202-b of the Town Law and Proposed Water District Extension of the Consolidated Water District for ACCEPTANCE ON MOTION;
- A. 2. RESOLUTION OF SEQR DESIGNATION AND DETERMINATION: PROPOSED LEVINSON HEIGHTS WATER MAIN EXTENSION;
- B. 3. ORDER CALLING PUBLIC HEARING 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
- C. 4. ORDER CALLING PUBLIC HEARING IN THE MATTER OF THE PROPOSED ESTALISHMENT OF A WATER DISTRICT EXENSION IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK TO BE KNOWN AS THE LEVINSON, / OLD POST ROAD AREA EXTENSION TO THE CONSOLIDATED WATER DISTRICT OF SAID TOWN



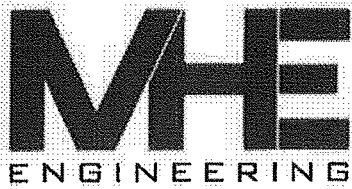
Page -2-

The proposed text of the Negative Declaration will be forwarded separately

MCT:sel

Enc.

cc: Hon. Lisa M. Vance Ayers, Town Clerk
James Osborne, Town Engineer
Patrick Hines, Engineers Representative, McGoey, Hauser & Edsall
Ronald Clum, Town Accountant
Steve Grogan, Water and Sewer Manager



MAP, PLAN AND REPORT

FOR

NEWBURGH CONSOLIDATED WATER DISTRICT:

LEVINSON/OLD POST ROAD AREA WATER DISTRICT
IMPROVEMENTS

TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK

PREPARED FOR:
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

PREPARED BY:
MHE Engineering, D.P.C.
33 Airport Center Dr. Suite 202
New Windsor, NY 12553

NOTE: ANY UNAUTHORIZED ALTERATION OR
ADDITION TO THIS DOCUMENT IS A
VIOLATION OF SECTION 7209(2) OF THE
NEW YORK STATE EDUCATION LAW.

DATE: 24 May 2024
JOB #: 24-105

NEW YORK OFFICE
33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845 567-3100 | F: 845 567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE
111 Wheatfield Drive, Suite 1, Milford, PA 18337
570 296-2765 | F: 570 296-2767 | mhepa@mhepc.com

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APPENDICES

APPENDIX #1: PROJECT AREA MAP

APPENDIX #2: COST ESTIMATE

I. INTRODUCTION

The Town of Newburgh proposes to make improvements to construct new water mains including all necessary appurtenances to provide water service to 24 parcels within its Consolidated Water District (District). These residents are currently using private wells but can connect to the District’s infrastructure once the project is completed. Connection of these properties to the District may be necessary for providing potable water subsequent to the shutdown of New York City Department of Environmental Protection’s (NYCDEP) Delaware Aqueduct, scheduled for late 2024. Well monitoring by NYCDEP has shown that the water supply coming from these wells is augmented by the leakage from the Delaware Aqueduct Tunnel and the residents’ wells may be adversely impacted when the leakage is eliminated. It is therefore expected that the private wells will suffer from decreased yields during and after shutdown.

There is an understanding between the NYCDEP and the Town of Newburgh that funding for the District improvements will be financed by the NYCDEP via reimbursement to the Town. This understanding will be solidified through a Letter of Understanding between the two parties before the project commences.

II. BENEFIT AREA

The Benefit Area includes the 23 parcels that will receive water from the District. This Area includes properties north and west of the hamlet of Roseton and to the east of State Route 9W, in a part of the Town that includes Old Post Road, River Road and the Levinson Heights neighborhood. All properties are within the boundaries of the Town of Newburgh Consolidated Water District. The 23 parcels in the Benefit Area include (see Appendix #1 for a map of parcels and proposed improvements):

| | | |
|------------|--------|----------|
| 8-1-35.1 | 8-2-4 | 8-2-15 |
| 8-1-35.21 | 8-2-5 | 8-2-16 |
| 8-1-35.221 | 8-2-6 | 8-2-19.1 |
| 8-1-37 | 8-2-7 | 8-2-20 |
| 8-1-38.21 | 8-2-8 | 8-2-23 |
| 8-1-96 | 8-2-9 | 9-1-32 |
| 8-1-97 | 8-2-10 | 9-1-33 |
| 8-2-3 | 8-2-11 | |

III. PROPOSED IMPROVEMENTS

Improvements to be made include:

1. A new 12" water main will be connected to the end of an existing water main in front of the Roseton Generating Facility. This new main will be 1,010+/- linear feet and will serve two properties on River Road.
2. A new 8" water main will be connected to the existing main that currently runs beneath Old Post Road from State Route 9W. This will serve Levinson Heights Road and Cedar Court and will include 1,225+/- linear feet of new 8" main.
3. A new segment of 8" water main will be connected to the existing water main on Old Post Road at the northeastern edge of the current district. This will connect the district's existing main to the proposed new district extension along Old Post Road. This segment is 610 linear feet.

In total, this improvement project will consist of 1,010+/- linear feet of 12" water main, 1,829+/- linear feet of 8" water main, 24 water service connections, 11 gate valves and 7 fire hydrants. Cost estimates for constructing the project are included within Appendix #2.

IV. ANNUAL COST

The following cost impact to a typical household has been estimated assuming 100% of the estimated project construction cost will be financed by the New York City Department of Environmental Protection. Homeowners that are being added to the Water District will assume the same annual debt as the existing users and will be responsible for paying the same annual operation and maintenance fees as the existing users.

As per Appendix 2, the cost estimate of improvements is \$3,374,557. The assessed value of parcels already in the District is \$974,724,229. Therefore the cost ratio of the improvements is 0.35%.

Below is an analysis of the annual user cost for an average single-family home receiving improvements.

| | |
|--|----------|
| Yearly debt service for Water 1 (based on average assessed value of the homes in this District of \$103,192) | \$158.92 |
| Operation and Maintenance per year based on the Town's annual water costs for the average single-family home using 72,000 gallons/yr | \$313.76 |
| Total yearly cost per household | \$472.68 |

V. CONCLUSION

On the basis of the above and attached, we find that this project is both economically and technically feasible and therefore recommend that the Town proceed with this expansion and improvement project.

Respectfully submitted,

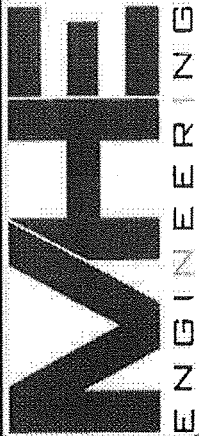
Shawn E. Arnott, P.E.
Associate
MHE Engineering, D.P.C.

APPENDIX 1

PROJECT AREA MAP

APPENDIX 2

COST ESTIMATE



TOWN OF NEWBURGH
 LEVINSON/OLD POST ROAD AREA
 WATER MAIN IMPROVEMENTS
 COST ESTIMATE

Last Revised:
 3-Apr-24
 Revised By:
 KDM

ITEM DESCRIPTION QUANTITY UNIT UNIT PRICE EXT. PRICE TOTALS

WATER MAIN IMPROVEMENTS:

| | | | | | | |
|---|--------------------------|-------|----|-------------|------------|--|
| 1 | 12" Water Main Extension | 1,010 | LF | \$ 400.00 | \$ 404,000 | |
| 2 | 8" Water Main Extension | 1,829 | LF | \$ 300.00 | \$ 548,700 | |
| 3 | 12" Gate Valves | 3 | EA | \$ 6,000.00 | \$ 18,000 | |
| 4 | 8" Gate Valves | 8 | EA | \$ 4,000.00 | \$ 32,000 | |
| 5 | Hydrant Assemblies | 7 | EA | \$ 10,000 | \$ 70,000 | |
| 6 | Rock Excavation | 1,893 | CY | \$ 150 | \$ 283,950 | |
| 7 | Service Laterals | 24 | EA | \$ 20,000 | \$ 480,000 | |
| 8 | Well Decommissioning | 24 | EA | \$ 10,000 | \$ 240,000 | |

\$ 2,076,650

Subtotal

\$ 622,995

Construction Contingencies (30%)

\$ 2,699,645

Estimated Total Construction Cost

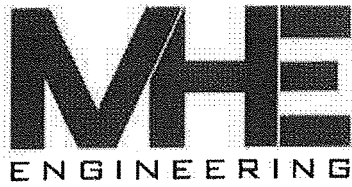
\$ 674,912

Administration Including Legal, Engineering and Design Services (25%)

\$ 3,374,557

Total Design and Construction Cost

* Note(s): 1) This is an "Estimate of Probable Construction Cost," for estimating purposes only.



MAP, PLAN AND REPORT

FOR

NEWBURGH CONSOLIDATED WATER DISTRICT:

LEVINSON/OLD POST ROAD AREA WATER DISTRICT
EXTENSION

TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK

PREPARED FOR:
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

PREPARED BY:
MHE Engineering, D.P.C.
33 Airport Center Dr. Suite 202
New Windsor, NY 12553

NOTE: ANY UNAUTHORIZED ALTERATION OR
ADDITION TO THIS DOCUMENT IS A
VIOLATION OF SECTION 7209(2) OF THE
NEW YORK STATE EDUCATION LAW.

DATE: 24 May 2024
JOB #: 24-105

NEW YORK OFFICE
33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-296-1200 | F: 845-296-2202 | info@mheengineering.com

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APPENDICES

APPENDIX #1: PROJECT AREA MAP

APPENDIX #2: COST ESTIMATE

APPENDIX #3: DESCRIPTION OF BENEFIT AREA

I. INTRODUCTION

The Town of Newburgh proposes to extend its Consolidated Water District (District) to 32 residential properties (Benefit Area) adjacent to the existing District in the northeastern portion of the Town. These residents are currently using private wells but can connect to the District's infrastructure once the project is completed. Connection of these properties to the District may be necessary for providing potable water subsequent to the shutdown of New York City Department of Environmental Protection's (NYCDEP) Delaware Aqueduct, scheduled for late 2024. Well monitoring by NYCDEP has shown that the water supply coming from these wells is augmented by the leakage from the Delaware Aqueduct Tunnel and the residents' wells may be adversely impacted when the leakage is eliminated. It is therefore expected that the private wells will suffer from decreased yields during and after shutdown.

II. BENEFIT AREA

The Benefit Area includes the 32 parcels that are proposed to be added to the District. The Area contains properties north and west of the hamlet of Roseton and to the east of State Route 9W, in a part of the Town that includes Old Post Road and River Road. The parcels are north of River Road along Old Post Road, Christopher Way, McDonald Drive, and Curtin Lane.

The following 32 tax parcels are within the Benefit Area (see Appendix #1 for a map of the parcels and Appendix #2 for a description of this Area):

| | | | |
|-----------|------------|-----------|---------|
| 8-1-39.21 | 8-1-43.41 | 8-1-63 | 8-1-100 |
| 8-1-39.22 | 8-1-43.43 | 8-1-64 | 8-1-101 |
| 8-1-40.1 | 8-1-43.452 | 8-1-65 | |
| 8-1-40.21 | 8-1-43.451 | 8-1-66.21 | |
| 8-1-40.22 | 8-1-43.44 | 8-1-66.22 | |
| 8-1-40.23 | 8-1-43.42 | 8-1-88 | |
| 8-1-42.31 | 8-1-43.3 | 8-1-89 | |
| 8-1-42.32 | 8-1-43.2 | 8-1-90 | |
| 8-1-42.33 | 8-1-60.1 | 8-1-98 | |
| 8-1-43.1 | 8-1-61.1 | 8-1-99 | |

III. PROPOSED IMPROVEMENTS IN BENEFIT AREA

A primary improvement will be a new segment of 8" water main under Old Post Road from it's existing terminus on Old Post Road NE to Curtain Lane. This main will be 2,420+/- linear feet and will provide potable water to residences on Old Post Road as well as residents on the following three roads: Christopher Way, McDonald Drive, and Curtis Lane. The lateral connections to the three roads off of Old Post Road will be 8" main, totaling 1,835+/- linear feet.

In total, improvements include 4,254+/- linear feet of 8" main, 14 gate valves, 8 hydrants, and 32 water service connections.

IV. ANNUAL COST

Residences that are being added to the District will assume the same annual debt as the existing users and will be responsible for paying the same annual operation and maintenance fees as the existing users.

As per Appendix 3, the cost of improvements within the extension is \$4,546,100. The assessed value of parcels already in the District plus that of the additional 32 parcels is \$977,306,189. Therefore the cost ratio of the extension is 0.47%.

Below is an analysis of the annual user cost for an average single-family home to be added to the District. These homes will incur Water 1 debt.

| | |
|--|----------|
| Yearly debt service for Water 1 (based on average assessed value of the homes in this District of \$103,192) | \$158.92 |
| Operation and Maintenance per year based on the Town's annual water costs for the average single-family home using 72,000 gallons/yr | \$313.76 |
| Total yearly cost per household | \$472.68 |

V. CONCLUSION

On the basis of the above and attached, we find that this project is both economically and technically feasible and therefore recommend that the Town proceed with this extension project.

Respectfully submitted,

Shawn E. Arnott, P.E.
Associate
MHE Engineering, D.P.C.

APPENDIX 1

PROJECT AREA MAP

APPENDIX 2

DESCRIPTION OF BENEFIT AREA

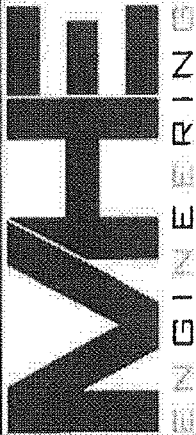
Description of Proposed District

Beginning at the southern corner of parcel 8-1-39.21 on Old Post Road, the Proposed District Boundary follows said parcel to its western corner. The Boundary then extends to the northern corner of adjacent parcel 8-1-39.22, then southeast to its eastern corner on Old Post Road before connecting back to the southern corner of parcel 8-1-39.21. The District then skips over parcel 8-1-31.12 (a Central Hudson utility ROW) and begins again at the southern corner of parcel 8-1-40.1, on Old Post Road. The Boundary extends NW along the parcel line, then proceeds in a NNE direction until turning west along the southern boundary of parcel 8-1-101. The Boundary follows this parcel to its western boundary then turns NNE until the NW corner of parcel 8-1-42.33, where the Boundary follows parcels lines of parcel 8-1-43.452 west, then NE to the northern corner of parcel 8-1-43.451. From this corner, the Boundary follows the northern parcels lines of four parcels until meeting Old Post Road at the eastern corner of lot 8-1-43.2.

The Boundary then crosses Old Post Road to the northern corner of parcel 8-1-61.1 and follows that parcel's property line SE then SW to its southern corner. From here, the Boundary follows the parcel line of parcel 8-1-60.1 SE to its eastern corner, then turns SW at the parcel's southern corner, then NW back to Old Post Road. The Boundary then skips over parcel 8-1-66.1 and resumes at the northern corner of parcel 8-1-66.22. The Boundary follows the parcel line to its eastern corner then proceeds to follow the eastern property lines of the four (4) parcels to its SW, making a turn to the west along parcel 8-1-65's southwestern boundary that ends at Old Post Rd. From this corner, the Boundary skips over Old Post Road in a SW direction until it meets with the southern corner of parcel 8-1-89. The Boundary then aligns with Old Post Rd until the southern corner of parcel 8-1-40.1, where this segment of the Boundary began.

APPENDIX 3

COST ESTIMATE



TOWN OF NEWBURGH
LEVINSON/OLD POST ROAD AREA
WATER MAIN EXTENSION
COST ESTIMATE

Last Revised:
3-Apr-24
Revised By:
CML

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXT. PRICE | TOTALS |
|--|-------------------------|----------|------|--|--------------|--------------|
| <u>WATER MAIN IMPROVEMENTS:</u> | | | | | | |
| 1 | 8" Water Main Extension | 4,254 | LF | \$ 300.00 | \$ 1,276,200 | |
| 2 | 8" Gate Valves | 14 | EA | \$ 4,000.00 | \$ 56,000 | |
| 3 | Hydrant Assemblies | 8 | EA | \$ 10,000 | \$ 80,000 | |
| 4 | Rock Excavation | 2,836 | CY | \$ 150 | \$ 425,400 | |
| 5 | Service Laterals | 32 | EA | \$ 20,000 | \$ 640,000 | |
| 6 | Well Decommissioning | 32 | EA | \$ 10,000 | \$ 320,000 | |
| | | | | <i>Subtotal</i> | | \$ 2,797,600 |
| | | | | Construction Contingencies (30%) | | \$ 839,280 |
| | | | | Estimated Total Construction Cost | | \$ 3,636,880 |
| | | | | Administration Including Legal, Engineering and Design Services (2.5%) | | \$ 909,220 |
| | | | | Total Design and Construction Cost | | \$ 4,546,100 |

* Note(s): 1) This is an "Estimate of Probable Construction Cost," for estimating purposes only.

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 29th day of May, 2024 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Paul I. Ruggiero, Councilman
- Scott M. Manley, Councilman
- Anthony R. LoBiondo, Councilman

RESOLUTION OF SEQR DESIGNATION AND DETERMINATION: PROPOSED TOWN OF NEWBURGH LEVINSON HEIGHTS WATER MAIN EXTENSION

Councilman _____ presented the following resolution which was seconded by Councilman _____:

WHEREAS, the Town Board of the Town of Newburgh proposes to undertake a project on behalf of the Consolidated Water District and a proposed Extension thereof consisting of the extension of existing water mains to serve 56 homes which are currently served by private wells, including 24 homes within the current boundaries of the Consolidated Water District and 32 homes which are within a proposed extension of said Water District, which are expected to observe reduced well capacity upon the NYCDEP commissioning of the Rondout West Branch Bypass, which is scheduled to begin Fall of 2024; and

WHEREAS, the Town Board has determined that the proposed project should be reviewed as an action (the "Action") under Part 617 of the General Regulations ("Part 617") adopted pursuant to Article 8 of the Environmental Conservation Law ("SEQR") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code; 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 has determined that the Action is an Unlisted Action under Part 617 of the General Regulations adopted pursuant to Article 8 of the Environmental Conservation Law and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code; and

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

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

NYS Department of Environmental Conservation

NYS Department of State Office of Planning & Development

NYS Office of Parks, Recreation and Historic Preservation

NYS Environmental Facilities Corp.

Orange County Health Department

; and

WHEREAS, the Town Board heretofore cause a Lead Agency coordination notice 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.

WHEREAS, recognizing that the impact that an action may have on population patterns or existing community character, with or without a separate impact on the physical environment is a relevant concern in an environmental analysis since the statute includes these concerns as elements of the environment, the Town Board has considered and analyzed information pertaining to those impacts; and

WHEREAS, the Town Board has undertaken further information gathering and these further analyses in recognition that conclusory statements unsupported by empirical or experimental data, scientific authorities or any explanatory information will not suffice as a reasoned elaboration for its determination of environmental significance or non-significance; and

WHEREAS, the Town Board has (i) thoroughly reviewed the EAF, and any and all other documents prepared and submitted with respect to this proposed action and its environmental review, and (ii) 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 not identified relevant areas of environmental concern which would lead to a determination that the adoption of the proposed local law 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 Unlisted Action for the purpose of conducting a coordinated review.
2. The Town Board, acting in its capacity as Lead Agency, does hereby further 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 Supervisor to execute and file the relevant section of the Environmental Assessment Form 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 question of the adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

| | |
|---|---------------|
| <u>Paul I. Ruggiero, Councilman</u> | <u>voting</u> |
| <u>Scott M. Manley, Councilman</u> | <u>voting</u> |
| <u>Anthony R. LoBiondo, Councilman</u> | <u>voting</u> |
| <u>Gilbert J. Piaquadio, Supervisor</u> | <u>voting</u> |

The resolution was thereupon declared duly adopted.

CERTIFICATION FORM

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

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York (the "Issuer"),
DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 29th day of May, 2024.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this
_____ day of April, 2024.

Town Clerk

(CORPORATE SEAL)

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 May 29, 2024, at _____:00 o'clock P.M., Prevailing Time.

PRESENT:

Supervisor

Councilman

Councilman

Councilman

Councilman

| | |
|---|---|
| <p>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>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 the purchase and installation of new eight inch and twelve inch water mains, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental

improvements and expenses in connection therewith as applicable, at a maximum estimated cost of \$3,374,557; and

WHEREAS, said capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed it has been determined will not result in any significant environmental impact; 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 June 24, 2024, at __:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of the 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 _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.

* * * * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 29th day of May, 2024.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of May, 2024,

Town Clerk

(CORPORATE SEAL)

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York, DEPOSE
AND SAY:

That on the _____ day of May, 2024, I caused to be posted on the official signboard
maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public
Hearing which was a part of an Order adopted by the Town Board of said Town on May 29,
2024.

A true and correct copy of such Notice of Hearing is attached hereto.

Town Clerk

Sworn to before me this _____ day
of May, 2024.

Notary Public

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, 1496 Route 300, in Newburgh, New York, in said Town, on June 24, 2024, at __:00 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 the Consolidated Water District, in said Town, being the purchase and installation of new eight inch and twelve inch water mains, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith as applicable, at a maximum estimated cost of \$3,374,557.

Said capital project has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, it has been determined will not result in any significant environmental impact.

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

Dated: Newburgh, New York,
May 29, 2024.

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

/s/Lisa M. Vance-Ayers
Town Clerk

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York, in said Town, on the 29th day of May, 2024, at _____ o'clock P.M., Prevailing Time.

PRESENT:

Supervisor

Councilman

Councilman

Councilman

Councilman

| | |
|--|---|
| <p>In The Matter
Of
The Establishment of a proposed Water District Extension in the Town of Newburgh, Orange County, New York to be known as the Levinson/Old Post Road Area Extension to the Consolidated Water District of said Town</p> | <p>ORDER
CALLING
PUBLIC
HEARING</p> |
|--|---|

WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York (the "Town"), has duly caused to be prepared a map showing the boundaries of a proposed Water District extension in said Town, to be known as the Levinson/Old Post Road Area Extension to the Consolidated Water District of the Town of Newburgh (hereinafter, the "Levinson/Old Post Road Area Extension to the Consolidated Water District" or simply, the "Extension") a general plan to serve said Extension, and a report of the proposed method of operation thereof; and

WHEREAS, said map, plan and report, including an estimate of the cost, were prepared by MHE Engineering, D.P.C., competent engineers duly licensed by the State of New York, and have been filed in the office of the Town Clerk of said Town, where the same are available during regular office hours for examination by any persons interested in the subject matter thereof; and

WHEREAS, the boundaries of said Extension shall be as described in Exhibit A attached hereto and hereby incorporated herein; and

WHEREAS, the improvements proposed for said Extension consist of the purchase and installation of new eight-inch water mains, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses, in connection therewith, all as more fully described in the map, plan and report hereinbefore described; and

WHEREAS, the maximum estimated cost of said improvements is \$4,546,100; and

WHEREAS, of said maximum estimated cost, \$4,546,100 of bonds and/or notes of said Town are expected to be issued to pay for the maximum estimated cost of the improvements in connection with the establishment of said Extension to extent grants-in-aid are not received therefor; and

WHEREAS, the costs of the provision of services in said Extension shall be through the imposition of a schedule of water rates to the extent that such water rates provide a source of revenue for such expenditures and shall otherwise be payable as provided in Article 12-A of the Town Law by the annual apportionment and assessment upon the several lots and parcels of land within said District as so extended on a benefit basis as provided by Chapter 531 of the Laws of 1970; and

WHEREAS, the estimated cost of said District as so extended to the typical property therein, being a typical one- or two-family home, is \$472.68 in the first year in which operation, maintenance, and other charges and expenses are to be paid by said properties as set forth in the map, plan and report; and

WHEREAS, a detailed explanation of the manner by which were computed said estimated costs of connection costs and first-year costs to the typical property has been filed in the office of the Town

Clerk in Newburgh, New York where the same are available during regular office hours for examination by any person interested in the subject matter thereof; and

WHEREAS, said capital project for said Extension and the establishment thereof has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, the Town Board has determined will not result in any significant adverse environmental effects and SEQRA compliance documentation is available on file in the office of the Town Clerk where it may be inspected during normal office hours; and

WHEREAS, it is now desired to call a public hearing upon the question of the establishment of said Extension and the improvements proposed therefor, all pursuant to Section 209-d of the Town Law; NOW, THEREFORE, BE IT

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

Section 1. A meeting of the Town Board of the Town of Newburgh, Orange County, New York, shall be held at the Newburgh Town Hall, 1496 Route 300, in Newburgh, New York, in said Town, on the 24th day of June, 2024, at ___:00 o'clock P.M., Prevailing Time, for the purpose of holding a public hearing to consider the establishment of a water district extension in said Town as described in the preambles hereof, to be known as the Levinson/Old Post Road Area Extension to the Consolidated Water District of the Town of Newburgh, and the improvements proposed therefor, the boundaries hereof being as set forth in Exhibit A hereto, the method of assessment therein, and to consider the map, plan and report filed in relation thereto, and to hear all persons interested in the subject matter thereof concerning the same, and for such other action on the part of said Town Board as may be required by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of this order to be published once in the official newspaper(s) of said Town, the first publication thereof to be not less

than ten nor more than twenty days before the day set herein for the hearing as aforesaid, and said Town Clerk shall also cause a copy thereof to be posted on the sign-board of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law and on the website of the Town not less than ten nor more than twenty days before the day set for the hearing as aforesaid.

Section 3. 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 | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |
| _____ | VOTING | _____ |

The resolution was thereupon declared duly adopted.

* * * * *

CERTIFICATION

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

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 29th day of May, 2024.
2. That such meeting was a **special regular** (circle one) meeting.
- 3) That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
- 4) That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
- 5) That all members of the Board of the Issuer had due notice of said meeting.
- 6) That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
- 7) That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:
PUBLICATION (here insert newspaper(s) and date(s) of publication)

POSTING (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of May, 2024.

Town Clerk

(CORPORATE SEAL)

Exhibit A

Boundaries of Proposed Levinson/Old Post Road Area Extension to the Consolidated Water District of the Town of Newburgh, Orange County, New York

Description of Proposed District Beginning at the southern corner of parcel 8-1-39.21 on Old Post Road, the Proposed District Boundary follows said parcel to its western corner. The Boundary then extends to the northern corner of adjacent parcel 8-1-39.22, then southeast to its eastern corner on Old Post Road before connecting back to the southern corner of parcel 8-1-39.21. The District then skips over parcel 8-1-31.12 (a Central Hudson utility ROW) and begins again at the southern corner of parcel 8-1-40.1, on Old Post Road. The Boundary extends NW along the parcel line, then proceeds in a NNE direction until turning west along the southern boundary of parcel 8-1-101. The Boundary follows this parcel to its western boundary then turns NNE until the NW corner of parcel 8-1-42.33, where the Boundary follows parcels lines of parcel 8-1-43.452 west, then NE to the northern corner of parcel 8-1-43.451. From this corner, the Boundary follows the northern parcels lines of four parcels until meeting Old Post Road at the eastern corner of lot 8-1-43.2. The Boundary then crosses Old Post Road to the northern corner of parcel 8-1-61.1 and follows that parcel's property line SE then SW to its southern corner. From here, the Boundary follows the parcel line of parcel 8-1-60.1 SE to its eastern corner, then turns SW at the parcel's southern corner, then NW back to Old Post Road. The Boundary then skips over parcel 8-1-66.1 and resumes at the northern corner of parcel 8-1-66.22. The Boundary follows the parcel line to its eastern corner then proceeds to follow the eastern property lines of the four (4) parcels to its SW, making a turn to the west along parcel 8-1-65's southwestern boundary that ends at Old Post Rd. From this corner, the Boundary skips over Old Post Road in a SW direction until it meets with the southern corner of parcel 8-1-89. The Boundary then aligns with Old Post Rd until the southern corner of parcel 8-1-40.1, where this segment of the Boundary began.

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York, depose and say:

That on the ___ day of May, 2024, I caused to be posted on the official signboard maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, an Order, certified by me, duly adopted by said Town Board on the 29th day of May, 2024. A true and correct copy of such order in the exact form in which the same was actually posted is attached hereto and made a part hereof.

Town Clerk

Subscribed and sworn to before me
this _____ day of May, 2024.

Notary Public

NOTICE OF ADOPTION OF ORDER CALLING A PUBLIC HEARING
ON THE ESTABLISHMENT OF
LEVINSON/OLD POST ROAD AREA EXTENSION TO THE CONSOLIDATED WATER
DISTRICT OF THE TOWN OF NEWBURGH

PLEASE TAKE NOTICE that the Town Board of the Town of Newburgh, Orange County, New York on the 29th day of May, 2024, duly adopted the Order published herewith calling a Public Hearing on the establishment of a proposed water district extension in said Town to be known as "Levinson/Old Post Road Area Extension to the Consolidated Water District" to be held at the Town Hall, 1496 Route 300, Newburgh, New York on June 24, 2024 at __:00 P.M., Prevailing Time.

Dated: Newburgh, New York
May 29, 2024

/s/ Lisa M. Vance-Ayers
Town Clerk

ATTACH ORDER HERE FOR
PUBLICATION