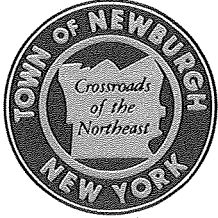


ANDREW J. ZARUTSKIE
Town Clerk, 1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554

WORKSHOP MEETING AGENDA
Monday, January 28, 2019
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. DANSKAMMER PRESENTATION
7. RECREATION DEPARTMENT:
 - A. Fireworks
 - B. Bus Bid Request
 - C. Ground Maintenance Vendor
 - D. Umpire Service Agreement
 - E. Concert Series
8. TOWN CLERK:
 - A. Credit Card Payment
 - B. FOIL Tracking Software
9. POLICE DEPARTMENT: Hiring of Crossing Guard
10. ENGINEERING:
 - A. Matrix Warehouse Sewer Charges
 - B. Meadow Hill South Sewer Service
 - i. Relief Sewer Design Evaluation and Final Contract Documents
 - ii. Limited Smoke Testing and Flow Monitoring
 - C. Culvert Replacement on Gardnertown Road:
Proposal for Construction Inspection and Engineering
 - D. Water Booster Pumping Stations Standby Power
 - E. Chadwick Lake Water Treatment Improvements – SEQR Resolutions
11. PLANNING BOARD:
 - A. McDonald's Landscape Estimate
 - B. Storm Water Estimate
12. ASSESSOR TAX CERTIORARI SETTLEMENT:
 - A. Meadow Hill Realty LLC
 - B. Ness Group LLC
13. ANIMAL CONTROL: T-94 Withdrawal
14. WATER DEPARTMENT:
 - A. Advertise Bid for Water Treatment Chemicals
 - B. Advertise Bid for Sludge Removal
15. HIGHWAY DEPARTMENT:
 - A. Budget Transfer Request
 - B. Purchase Approval for two Single Axle Plow Trucks
 - C. Advertise Bid for two Truck Bodies and Plows
 - D. Advertise Bid for Summer Materials,
 - E. Advertise Bid for Cold Milling Machine
 - F. Advertise Bid for Heavy Equipment Rentals
16. ADJOURNMENT



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

January 11, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2019 Community Day Fireworks

The Recreation Department is requesting the Board's approval to exercise their option to select Fireworks Extravaganza to present the 2019 Community Day fireworks.

Fireworks Extravaganza represented the only quote received from the bid solicitation in 2018. Bid details attached.

Regards,

Robert J. Petrillo
Commissioner

January 24, 2018

Community Fireworks Bid
 Wednesday, February 28, 2018 at 10:00 am

Package #	Company	Address	Comments	Name/email	Telephone	Bid Received	Actual Bid
1	retained by Town						
2	Young Explosive CORPORATION	2165 New Michigan Road, Canadadua, NY 14424	sent by US Mail 1/25/2018	Bob Kesel	none given		
3	Bay Fireworks	999 South Oyster Bay Road; Suite 111 Bethpage, NY 11714	sent by email: 1/26/2018	Charlie Rappa	516-597-5500		Manual Fire: 2018 - \$10,500; 2019 - \$11,000; 2020 - \$11,500 Computer Fire: 2018 - \$12,600; 2019 - \$13,200; 2020 - \$13,800
4	Fireworks Extravaganza	174 Route 17N Suite 213; Rockelle Park, NJ 07662	sent by email and fax 1/30/2018	Brian Hollenback	800-765-2264 Fax: 206-202-1544	Bid rec'd 2/22	
5	Santore Fireworks	PO Box 687; Stillwater, NY 12170	sent by email 2/9/2018	Jeff Ward	518-470-0165		
6	Prime Vendor	4622 Cedar Ave; Wilmington, NC 28403	sent by email 2/9/2018	Veronica Bryan	800-746-9554		
7	Legion Fireworks	10 Legion Lane; Wappinger Falls, NY	sent by email 2/13/2018	Deanna	845-831-8328		



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

7B

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

January 2, 2019

REVISED
1/14/19

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Andrew J. Zarutskie, Town Clerk

FROM: Robert J. Petrillo, Commissioner

RE: Sealed Bus Bid Request

The Recreation Department is requesting the Town Board to establish a sealed bid for 2019 busing. Senior citizen, youth/adult and summer camp trips are attached with dates, times and destinations. A copy of the bid package is also attached.

Regards,

Robert J. Petrillo
Commissioner

Bus Trips --- Town of Newburgh Recreation --- 2019
 49 or 55 passenger Motor Coach with lavatory and DVD player

Item #	Date of Trip	Destination (All are round trip)	Depart Time	Approx. Return Time	# of Buses Needed	49 pass.	55 pass.
1	3/14/19	Hunterdon Hills Playhouse Hampton NJ	9:30am CLP	5:30pm CLP	1		
2	3/23/19	Al Hirschfeld Theatre New York NY	9:00am RC	6:30pm RC	1		
3	4/10/19	Royal Manor Garfield NJ	9:30am CLP	5:00pm CLP	1		
4	4/25/19	Mohegan Sun @ Pocono Downs Wilkes Barre PA	9:00am CLP	6:30pm CLP	1		
5	5/2/19	The Waterfront at Silver Birches Hawley PA	9:00am CLP	5:15pm CLP	1		
6	5/16/19	Penn's Peak Jim Thorpe PA	9:00am CLP	6:00pm CLP	1		
7	6/8/19	MGM Casino Springfield MA	9:00am CLP	7:00pm CLP	1		
8	6/12/19	Doolan's Spring Lake NJ	9:00am CLP	5:30pm CLP	1		
9	7/16/19	Yankee Stadium Bronx NY	4:00pm RC	12:00am RC	1		
10	7/17/19	Tomahawk Lake Sparta NJ	9:00am CLP	6:00pm CLP	1		
11	7/31/19	Forestburgh Playhouse Forestburgh NY	9:30am CLP	6:00pm CLP	1		
12	8/10/19	Great Escape & Splashwater Kingdom Lake George NY	8:30am RC	7:30pm RC	1		
13	8/13/19	Aqua Turf Plantsville CT	9:00am CLP	5:00pm CLP	1		
14	8/21/19	Stony Hill Inn Hackensack NJ	9:30am CLP	5:00pm CLP	1		
15	9/12/19	Westchester Dinner Theatre Elmsford NY	9:30am CLP	5:30pm CLP	1		
16	9/21/19	Wild West City Stanhope NJ	9:30am RC	6:45pm RC	1		
17	10/2/19	Casa Bianca Oak Ridge NJ	9:30am CLP	5:00pm CLP	1		
18	10/19/19	Woodstock Flea Market Woodstock NY	9:00am RC	5:30pm RC	1		
19	10/30/19	Westchester Dinner Theatre Elmsford NY	9:30am CLP	5:30pm CLP	1		
20	1/25/20	Mohegan Sun Casino Uncasville CT	9:00am RC	9:00pm RC	1		
21	2/29/20	Sands Casino Bethlehem PA	9:00am RC	7:30pm RC	1		

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.
 This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1702 Route 300 Newburgh NY)
RC = Recreation Center (311 Route 32 Town of Newburgh)

Bus Company: _____

Address: _____

Contact person: _____

Phone #: _____

Town of Newburgh Recreation -- Bus Schedule-Camp Chadwick 2019
Pricing for School Buses (44 adult, 66 children)
All are Round Trips - From Chadwick Lake Park (1702 Route 300)

Item #	Date	Destination	Depart Time	Approx. Return Time	# of Buses Needed	Cost Per Bus
1	7/2/19	Splashdown Fishkill NY	9:30am	4:30pm	5	
2	7/5/19	Kruckers Pomona NY	9:00am	4:30pm	5	
3	7/10/19	Zoom Flume East Durham NY	8:30am	6:00pm	5	
4	7/17/19	Lake Compounce Bristol CT	8:30am	7:00pm	5	
5	7/24/19	Brownstone Portland CT	8:30am	7:00pm	5	
6	7/31/19	Tomahawk Lake Sparta NJ	9:00am	6:00pm	5	
7	8/7/19	Mt Creek Vernon NJ	9:00am	5:30pm	5	
8	8/14/19	Camelback Beach Tannersville PA	8:00am	7:30pm	5	
9	8/21/19	Ulster County Pool New Paltz NY	11am	3:00pm	2	
10	TBA	Tarsio Bowling Lanes Newburgh NY	11:00am	2:00pm	5	

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.
This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1700 Route 300 Newburgh NY)
RC = Recreation Center (311 Route 32 Town of Newburgh)

Bus Company: _____

Address: _____

Contact person: _____

Phone #: _____

TOWN OF NEWBURGH
EQUIPMENT SPECIFICATIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

1. All buses must be model year **2013** or newer and equipped with anti-lock brakes.
2. The exterior of the bus must be well painted and clean with no signs of damage.
3. The interior of the bus must be clean with upholstery and flooring in good condition.
4. All on-board restroom facilities must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus.
5. Air-conditioning and heating must be in excellent working order.
6. All buses provided for scheduled trips **MUST** be in good condition and meet all Department of Transportation, Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to the Town of Newburgh for inspection.
7. If an inspection of your bus or buses is requested by the Town of Newburgh, the inspection should take place within ten (10) working days of request. The records for the bus or buses **MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION**. Failure to provide these records will eliminate your bid from consideration.
8. Vendor will be responsible for compliance with all DOT/FHWA regulations with regard to their service for The Town of Newburgh bus trip. If more than one (1) driver per bus is needed based on the bid itinerary, it is the vendor's responsibility to determine this need.
9. Any backup or replacement buses used must meet the same criteria as originally required in the bid specifications.
10. Buses shall have a capacity of at least 49 passengers plus driver, except, if the trip list specifies a larger passenger capacity, the bus provided must have at least that capacity.

Bidders shall specify the equipment proposed to be used in fulfilling the contract. Sufficient information to identify and assess the equipment shall be provided. As a minimum, provide the number of units, make, model, age, mileage, condition, style and capacity of the equipment that is proposed to be provided.

TOWN OF NEWBURGH
INSURANCE SPECIFICATIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

The successful bidder(s) shall supply and maintain insurance which defends, indemnifies and holds harmless the Town of Newburgh, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor.

The required insurance coverage shall not be less than the following:

Workers Compensation:	Statuary Requirements
NY State Disability:	Statuary Requirements
General Liability:	\$3,000,000
Automobile Liability:	\$2,000,000

IF YOU DO NOT HAVE A CURRENT CERTIFICATE OF LIABILITY INSURANCE ON FILE WITH THE TOWN OF NEWBURGH TOWN CLERK, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF REQUEST, OR YOUR BID(S) WILL BE ELIMINATED FROM CONSIDERATION IN THE BID AWARD(S).

The successful bidder(s) must furnish the Town with a Certificate of Insurance prior to commencement of work showing coverage in effect. If the certificate will expire before the trip(s) will be taken, a new certificate must be received fifteen (15) days prior to the expiration of your current policy. Insurance certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification to the Town of Newburgh in the event of cancellation, with a thirty (30) day notification period.

INSURANCE CERTIFICATES SHALL NAME THE TOWN OF NEWBURGH AS AN ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE TOWN WITH RESPECT TO ACTS OR OMISSIONS OF THE NAMED INSURED.

A fax copy of the certificate may be sent to the Town Clerk for purposes of the bid, but the original certificate of insurance must be received by the Town Clerk at least five (5) days prior to the scheduled trip date.

The Town reserves the right to terminate the contract if the vendor fails to keep these policies in force for the above amounts or for the duration of the contract period.

TOWN OF NEWBURGH
GENERAL SPECIFICATIONS, TERMS AND CONDITIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

Terms and Conditions

1. Bids are required to be submitted and will be awarded on an individual trip basis. If the vendor defaults in the performance of any trip, however, the Town reserves the right to terminate the bid award(s) to that vendor for all remaining awarded trips and to award the trip to the next lowest responsible bidder(s) for those trips.
2. The prices quoted herein, if accepted, will be considered guaranteed, unadjustable prices for the terms stated herein, unless otherwise so identified in other sections of this bid request.
3. The terms of the agreement awarded from this bid will commence on date of award and expire December 31, 2019, unless otherwise specified in this Request for Proposal/Quotation.
4. This bid agreement shall override any previous agreements for this item(s), except as otherwise provided herein.
5. The Town of Newburgh reserves the right to reject any and all bids if deemed in the best interest of the Town to do so. The Town shall have the authority to award orders, contracts, or services to the bidder(s) best meeting the specifications and conditions as judged solely by the Town.
6. All services shall be performed as described in this bid and shall comply in all respects with applicable Federal, State, County and Town Statutes and Codes.
7. The Town Board shall determine whether bid exceptions are minor in nature or represent a serious departure from the purpose and intent of the specifications and whether or not the best interests of the Town will be promoted by waiving original requirements and accepting exceptions.
8. The Town of Newburgh assumes no responsibility and no liability for costs incurred by bidders prior to the issuance of an agreement, contract or purchase order.
9. Vendors who submit a Proposal(s) in response to this bid may be required to give an oral presentation of their Proposal(s). The purpose of such presentation is to provide an opportunity for the vendor to clarify or elaborate on their bid.
10. Bids are solicited only from competent, experienced and financially qualified vendors who meet all the qualifications and or specifications of this bid document as determined solely by the Town of Newburgh.
11. The Town reserves the right to utilize transportation service from the successful bidder(s) for any and all programs and trips listed herein and to eliminate any program or trip location upon 48 hours notice before coach bus trips and 24 hours notice before school bus trips, at its discretion.
12. The Town reserves the right to request transportation service for additional programs and trips that are anticipated but cannot be identified at this time. Additional services needed shall be negotiated on an as needed basis based on trip location, time and service availability. The Town will solicit prices in accordance with its purchase policy guidelines.

Payment for Work Performed

Payment will be made on the completion of each trip for service in accordance with the price schedule submitted by the successful bidder(s). The Town does not guarantee the actual number of each item that will actually be required. The Town shall be held harmless by the successful bidder(s) for lost revenue, profit or any other hardship due to the actual services procured during the award period.

Bidder Qualification Requirements

1. Bids will only be accepted from thoroughly competent, experienced and financially qualified transportation service firms as determined solely by the Town of Newburgh. The bidder must demonstrate, upon request, that is had five (5) years immediate acceptable prior experience in providing such services. The Town will be the sole judge as to any bidder’s fulfillment of the stated requirements and qualifications.
2. All bidders must have a current and valid transportation business registration, licenses and permits as required by law at the time of bid submission and must remain valid for the entirety of the contract period.
3. All bidders and their commercial licensed drivers must hold a current and valid New York State Drivers License for providing this service.
4. All bidders shall be required to execute and submit a non-collusion statement with their bids in accordance with New York State law.
5. All bidders must supply at least three (3) references, including contact persons name, address and phone number for which they have provided similar services.

Firm
 Description
 Contact Person
 Phone #

6. The successful bidder must comply with New York State Labor Laws.

It is mutually understood that the successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Town of Newburgh. Failure to comply with this requirement will result in the cancellation of this contract.

Cancellation/Termination

Any violation of the terms, conditions, requirements and/or non-performance of the contract shall result in immediate cancellation. The bid award may be immediately cancelled upon written notice for cause, including, but not limited to, the following:

- (1) failure to provide personnel or equipment to the Town's satisfaction or failure in any other way deliver to perform or provide service within the terms of contract;
- (2) failure of the equipment or service to meet specifications;
- (3) default by vendor in connection with any other prior Town of Newburgh trip;
- (4) misrepresentation by the vendor;
- (5) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the Town;
- (6) conflict of contract provisions with constitutional or statutory provisions of the laws of the State of New York or federal law; and
- (7) any other breach of contract.

The Town of Newburgh reserves the right without cause or penalty, to terminate the contract award at any time upon thirty (30) days written notice, when it has been determined to be in the best interest of the Town. Cancellation does not release the Vendor from its obligation to provide goods or services per the terms of the contract during the notification period.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal.

Company Name and Address

By: _____, an authorized representative
Signature

Dated: _____

Print Name & Title

Email Address: _____

Phone Number: _____

Fax Number: _____

CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

Signature of Authorized Representative

Title

Name of Authorized Representative (Printed)

Date

NOTICE TO BIDDERS
31 BUS TRIPS
DURING CALENDAR YEAR
2019
RECREATION DEPARTMENT
TOWN OF NEWBURGH,
NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be accepted on behalf of the Town of Newburgh Town Board by the Town Clerk at 1496 Route 300, Newburgh, NY, 12550 until 10:30 a.m. prevailing time on _____ 2019, at which time bids will be publicly opened and read aloud in the meeting room of Town Hall.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES to the above address given and shall bear on the face thereof the name and address of the bidder and the item being bid.

BIDS SHALL BE ON FORMS PROVIDED BY THE TOWN CLERK. Forms and detailed specifications are available to interested bidders between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday at the Town Clerk's Office.

BIDS are for 21 charter bus trips to various locations, the first of which will take place on March 14, 2019 and the last of which is scheduled for February 29, 2020. The buses shall have a capacity of at least 49 passengers plus driver and must be equipped with lavatory facilities. Also included for BIDS are 10 school bus trips to various locations, first of which will take place on July 2, 2019 and the last of which is scheduled for August 21, 2019.

BIDDERS will be requested to submit individual bids per trip. The Town reserves the right to award trips individually for each trip.

TRIPS to be bid upon are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hours before the trip for coach bus trips and 24 hours for school bus trips. The list of trips is subject to increase as special events, tickets and shows may come up during the course of the year. At that time, the Recreation Department shall solicit prices in accordance with the Town's purchase policy.

THE LIST OF TRIPS is available as a part of the specifications available from the Town Clerk's office.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF NEWBURGH
ANDREW J. ZARUTSKIE,
TOWN CLERK

7C



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

January 4, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Andrew Zarutskie, Town Clerk

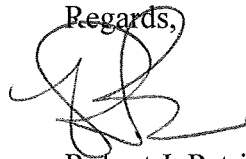
FROM: Robert J. Petrillo, Commissioner

RE: 2019 Grounds Maintenance

The Recreation Department is requesting the Board's approval to select the vendor for the 2019 Grounds Maintenance services at Chadwick Lake Park property based on the quotes received in 2017.

At this time we are asking that Lynn Warren Landscaping be approved for 2019 as they represent the lowest bid for the Chadwick Lake Park property again this year.

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

BID OPENING: Seasonal Grounds Maintenance Services (Chadwick Lake Park, Lake Warren/Additional Properties)

Wednesday, March 29, 2017 @ 10:00 a.m.

Name of Company	Contact	(A) Chadwick Lake Park 2017 Weekly Price	(A) Chadwick Lake Park 2018 Weekly Price	(A) Chadwick Lake Park 2019 Weekly Price	(B) Water District Additional Properties 2017 Weekly Price	(B) Water District Additional Properties 2018 Weekly Price	(B) Water District Additional Properties 2019 Weekly Price
Rodney Brewer Picked Up Pkg. - 2/27/17 Received Bid: 3/25/17	Rodney Brewer	\$450.00	\$450.00	\$450.00	\$2,200.00	\$2,200.00	\$2,200.00
Grass Masters Landscaping Received Bid: 3/29/17	Steven C. Bunt	\$375.00	\$375.00	\$375.00	\$995.00	\$995.00	\$995.00
Chris Rossini Picked Up Pkg. - 3/20/17 Received Bid: 3/29/17	Chris Rossini	\$450.00	\$450.00	\$450.00	\$1,385.00	\$1,385.00	\$1,385.00
Lynn Warren Landscaping Picked Up Pkg. - 2/6/17 Received Bid: 3/24/17	Lynn Warren	\$350.00	\$350.00	\$350.00	\$550.00	\$550.00	\$550.00
Seasonal Grounds Maint Bid 3-29-17 - 1							

BIDDING - Seasonal Grounds Maintenance Services (Bidding Take Place at 10:00 a.m. on Wednesday, March 29, 2017 @ 10:00 a.m.)

Wednesday, March 29, 2017 @ 10:00 a.m.

Name of Company	Contact and Telephone Number	(C) General Fund Additional Properties 2017 Weekly Price	(C) General Fund Additional Properties 2018 Weekly Price	(C) General Fund Additional Properties 2019 Weekly Price	(B) Drainage District Properties 2017 Weekly Price	(D) Drainage District Properties 2018 Weekly Price	(D) Drainage District Properties 2019 Weekly Price
Rodney Brewer Picked Up Pkg. - 2/27/17 Received Bid: 3/29/17	Rodney Brewer	\$850.00	\$850.00	\$850.00	\$3,500.00	\$3,500.00	\$3,500.00
Grass Masters Landscaping Received Bid: 3/29/17	Steven C. Bunt	\$635.00	\$635.00	\$635.00	\$820.00	\$820.00	\$820.00
Chris Rossini Picked Up Pkg. - 3/20/17 Received Bid: 3/29/17	Chris Rossini	\$725.00	\$725.00	\$725.00	\$5,400.00	\$5,400.00	\$5,400.00
Lynn Warren Landscaping Picked Up Pkg. - 2/6/17 Received Bid: 3/24/17	Lynn Warren	\$375.00	\$375.00	\$375.00	\$650.00	\$650.00	\$650.00
Seasonal Grounds Maint Bid 3-29-17 - 2							

Lynn Warren Landscaping
1450 Route 300
Newburgh, NY 12550
O: 845-564-8760/ C: 845-541-8414/ F: 845-565-8685
Lynnwarrenlandscaping@aol.com

January 17, 2019

To: Robert Petrillo, Commissioner of Parks

From: Lynn Warren Landscaping


Re: 2019 Town of Newburgh Landscape Contract

As per our conversation 2019 is the final year of the lawn maintenance contract. The contract is broken down in 4 parts:

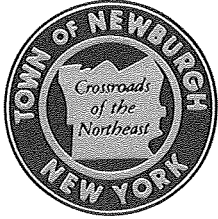
1. Chadwick Lake Park
2. Water District Properties including Chadwick Lake Dam
3. General Funds Properties
4. Drainage Districts

I would like to continue the contract and take care of Chadwick Lake, Water District and the General fund districts. I will not be able to continue to maintain the Drainage Districts for 2019. Since they are all separate buds hopefully this will not cause a problem.

Thank you,



Lynn Warren



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

January 4, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2019 O.C. USSSA Umpires Service Agreement

Please find attached the 2019 Service Agreement for the Orange County USSSA Umpires Association for your approval.

The rate for the 2019 season has remained the same. Two officials at \$32 each per game for slow pitch games.

Thank you,

Robert J. Petrillo
Commissioner

SERVICE AGREEMENT

ORANGE COUNTY USSSA UMPIRES ASSOCIATION

The following agreement is between the ORANGE COUNTY USSSA UMPIRES ASSOCIATION and the Town of Newburgh Softball League

This working agreement is for providing 2 officials to officiate softball games for the 2019 season at the rate of \$64.00 per game. \$32.00 per umpire

GAMES - League schedules and additional league rules shall be provided to the association two (2) weeks prior to the start of the season.

PAYMENT - All teams shall be registered with the UNITED STATES SPECIALTY SPORTS ASSOCIATION for the season. (\$25 per team) Payments for scheduled games must be made monthly in advance or acceptable method. ONLY league checks or money orders will be accepted for payment. Checks are to be made payable to the O. C. USSSA. The final season payment with any financial adjustments for games not played, shall be paid within one (1) week of the final games played.

OFFICIALS - Officials will be certified by the assigning association and will perform as independent contractors.

CANCELLED/RESCHEDULED GAMES - A phone number of a league official who is responsible for the cancellation of games due to weather related conditions shall be provided. This number must be activated with information pertaining to the cancellation one (1) hour prior to scheduled game times. If umpires are not notified of cancellation and show up at game site they shall receive full payment. If the games are started and then weather/playing conditions cause suspension of the game, the umpires will receive full payment. If an umpire works alone he shall be compensated by payment of 150 0/0 of fee. RESCHEDULED GAMES must be coordinated with the officials association assigner.

TERMINATION - This agreement may be terminated by mutual consent of the league and the officials association. This only applies to future game assignments; it would not apply to payment due officials for games previously worked.

CHECK GAME TYPE Slow Pitch X Modified Pitch _____
LEAGUE OFFICIAL Jason Gell
UMPIRES OFFICIAL [Signature]

7E



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

January 2, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Chadwick Lake Park – Concert Series

At this time we are requesting approval to make payments from the T-38 account for the Chadwick Lake Park Concert Series expenses. Expenses will include the cost of the entertainment and refreshments for the six (6) events being held June thru August.

The total cost is will be \$4,000.

Thank you,

A handwritten signature in black ink, appearing to be "R. Petrillo", written over a faint circular stamp.

Robert J. Petrillo
Commissioner

2019 Music Series at Chadwick Lake Park

Under the Large Pavilion

Day: Tuesday

Time: 6:00pm – 8:00pm

Fee: Free

Dates:

June 11th – Phase Five Oldies Dance Band -**\$400.00**
(Oldies) Jim Pep

June 25th – Will Hoppey – **\$250.00**
Acoustic (Classic & Folk Rock)

July 9th – Doctor Magkneetoe Band - **\$500.00**
(Classic Rock) Mark Gamma

July 23rd – Tuesday's Garage Band - **\$400.00**
(Classic Rock) Keith Sutton

August 6th – Stephen Alexander Band - **\$400.00**
(Country / Rock) Stephen Angelone

August 20th – Jungle Love Band - **\$800.00**
(Funk / Blues/ Soulful Music) Cherilyn Bannon

2019 Total: \$2750.00 for Bands

2018 Total for Water, Food & Supplies: \$1045.26

2019 Est. Total \$3900.00



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

ANDREW J. ZARUTSKIE
Town Clerk

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

MEMO

TO: Hon. Gil Piaquadio, Town Supervisor
All Town Council Members

FROM: Andrew J. Zarutskié, Town Clerk

DATE: December 20, 2018

RE: Credit Card Payments in Town Clerk's Office

The management and staff of the Town Clerk's office is proposing instituting the use of credit cards to pay for our services.

Deputy Town Clerks Joseph Pedi and Lisa Ayers have put in a great deal of work researching and formulating the means by which this will be done. Their proposal, based on this research, is attached.

Please note that there are no costs to the Town. The credit card fees will be paid by the user, not by the Town.

Credit card payments will be accepted for dog licenses, marriage licenses, ZBA fees, FOIL fees, and miscellaneous charges.

Because hunting and fishing licenses are issued via a completely separate computer system, owned by New York State Department of Environmental Conservation, and because the state share of these fees is removed by DEC directly from our checking account, we will not be able to charge the fees for hunting and fishing licenses by credit card at this time.

Town Clerk Proposal

Proposal: Introduce Credit Card payments to Town Clerk's Office

Proposal Summary:

Town Clerk's office accepts cash or check payments for the following items:

- a. Dog Licenses
- b. Marriage Licenses
- c. Public Hearing Fees for Planning Board and Zoning Board of Appeals applications
- d. Application Fees for Planning Board and Zoning Board of Appeals applications
- e. Excavation Fees
- f. Game licenses issued by Department of Environmental Conservation (DEC)

Currently, only acceptable forms of payment are cash and checks. Town Clerk's Office wishes to add the option of accepting payments with credit cards. WITH THE EXCEPTION OF GAME LICENSES OFFERED BY DEC. DEC payments would remain as cash or check.

Town Clerk utilizes software implemented by Business Automated Solutions (BAS) of Clifton Park, New York. BAS partners credit card payments with {Forte}. There is no integration between {Forte} credit card system and BAS software. {Forte} handles the credit card activity and BAS handles the administration of the Town Clerk activity.

Fees:

Residents will pay 2.45% of any payment with a minimum fee of \$1.95. Dog licenses, however, have a flat fee of \$1.75 that the resident will pay. As an example, a standard dog license requires a payment of \$7.50. Residents using credit card as payment will ultimately pay a total of \$9.25 which is the sum of the \$7.50 license plus the \$1.75 fee for using the credit card.

Costs:

- a. There is no cost for the {Forte} credit card software.
- b. There is no cost for the {Forte} credit card scanner.
- c. Town will need to setup a hard wired internet connection to the {Forte} credit card scanner.
- d. There is no license fee or annual maintenance for the {Forte} credit card software.

Advantages:

1. Option of credit card payments offers citizens another option to pay fees.
2. Credit card payments will allow citizens the future option of renewing dog licenses remotely using online software if the animal's rabies vaccination is current.

3. Option of credit card payments keeps us up to date with other municipalities that accept credit card payments.

Disadvantages

1. There is always the threat of database breach of credit card information.

On Fri, Nov 2, 2018 at 2:19 PM, Antoinette Cooper <Antoinette.Cooper@forte.net> wrote:
Hi Lisa,

Thank you for taking time out of your busy schedule to speaking with me. We are excited about the opportunity to earn your business. As promised, I have attached a pricing proposal along with a recap of our conversation.

General Recap:

- The Town would like to accept payments In-Office (Point of Sale) only at this time for Dog License and Town Clerk. No integration to the BAS cashiering software at this time. The terminal is stand-alone and processes directly to Forte. Payments will be keyed into the BAS software and applied similar to how the staff handles payments In-Office today.
- The Town will establish two (2) separate accounts/ MIDS (Merchant ID) one (1) for Dog License and one (1) for Town Clerk which includes DEC, marriage license, death license, certified copies, and etc.
- We will need two (2) applications completed. One (1) application for Dog License and one (1) for Town Clerk.
- The Town will have deposits for Dog Module and Town Clerk being deposited into one (1) Bank Account.
- There are no set-up fees or annual maintenance for the use of Forte's services when used in a Service Fee model.
- The Service Fee of 2.45% or a minimum of \$1.95 whichever is greater for credit cards for all payment types (except Dog License). The Dog License is a flat fee \$1.75 up to \$150.00.
- The VeriFone VX 520 credit card terminal will be programmed with separate MIDs for Dog License and Town Clerk. The person taking the payment would have to scroll down to select the MID for either Dog License Merchant Account or Town Clerk. The MID for Dog License will be programmed to calculate pricing for a flat fee of \$1.75 up to \$150. The MID for Town Clerk will be programmed to calculate pricing for 2.45% or a minimum of \$1.95 whichever is greater.
- The Town will be accepting all credit types. Debits cards will be accepted and processed offline through the credit card network as a credit card payment of 2.45% or a minimum of \$1.95 whichever is greater. The Dog License is a flat fee of \$1.75 up to \$150.00.
- Daily we email you an Auto Daily Transaction Report that details all payments made to make reconciliation easy and seamless.
- Once your account has been fully enrolled you and the BAS team will be notified.
- You will have access to your transactions in our "real time" reporting system along with a host of other reports.
- Our Implementation team will contact you to schedule training on our "real time" reporting system.
- The Town's anticipated go-live date is January 1, 2019.

Recap of Conversation: In office (Point of Sale) Transaction for Dog Module and Town Clerk

- For POS (In-Office) transactions we will be using our VeriFone Vx520 credit card terminal in stand-alone mode. This terminal will not be connected nor integrated to the BAS solution at this time. The terminal will need Power and a dedicated hard-wired internet connection.
 - The Town will be using one (1) terminal for Dog License and Town Clerk. The terminal will be programmed with the 2 separate merchant accounts which the Cashier will need to scroll to the correct one.
 - The Town will pass the service fee onto the resident for POS transactions. The terminal will automatically calculate the correlating service fee against the principal amount of the payment.



PRICING FEE SCHEDULE
Town of Newburgh, NY

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office incurs no cost.


Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards
 2.45% of the payment amount with a minimum fee of \$1.95 whichever is greater
Dog License: flat fee \$1.75 up to \$150

Electronic check
 Includes Forte Verification for known accounts.

Check Transaction Tiers	Fees	Requirements
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

Equipment and Service Pricing:
 The following table reflects our Equipment and Service Offerings

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
VeriFone Vx520 EMV Terminal		\$00.00 per reader plus shipping *equipment is placed at no-cost at Forte's expense and will remain the asset of Forte.
VeriFone Vx520 Hybrid Cable Requirement	Used for Hybrid Load Terminals	\$24.95
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users \$0.00
Set-Up Fee	Configuration, Implementation, Training	WAIVED



Appendix A: Pricing Proposal – Town of Newburgh BAS Integrated Partnership

Service Fee Option:

Forte Payment Systems offers:

- Service fee model pricing for those departments who request us to charge the constituent a fee for using the system to make a payment.

We acknowledge the card association rules and will process the transactions according to those rules.

- In a tax service fee environment, Forte Payment Systems will process two separate transactions settling the tax amount into a government designated account and the service fee into a Forte Payment Systems account.
- In a non tax service fee environment, Forte Payment Systems will process one transaction and split off the service fee. Forte will settle the principal amount of the transaction into the governments designated account and the service fee into a Forte Payment Systems account.

Service Fee Model Pricing: Internet (WEB) and Point-of-Sale (POS)

MasterCard, Visa, Discover and American Express cards

- 2.45% of the payment amount for Tax Payments with a minimum fee of \$1.95, whichever is greater

Example 1- If the department's average payment is \$100.00, the service fee that would be charged to the citizen for this department would be \$2.45 ($\$100.00 \times 2.45\% = \2.45).

Example 2- If a department's average payment is \$50.00, the service fee that would be charged to the citizen for this department would be \$1.95. ($\$50.00 \times 2.45\% = \1.23 , the minimum fee of \$1.95 would apply).

Tax Departments: Visa Debit Card Pricing

- Flat fee of \$3.95

Tax Departments: ECheck Pricing

- Flat fee of \$1.75 w/ATM Verify Verification Services

Equipment Placement

Merchant understand and agrees that it will not acquire any title, or any other ownership right to any equipment provided by Forte in conjunction with the Services hereunder. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Forte and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation if any such becomes necessary. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software and such will be protected under the Agreement. At all times, Forte or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Upon termination of this Agreement, Merchant shall return any equipment provided by Forte, to Forte at Forte's expense and in accordance with Forte's instructions for return.

Select pricing option desired: Absorbed Pricing Service Fee Pricing

*Required Merchant Signature: _____

Date _____

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. ("Forte") a California corporation and _____ ("Agency").

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. Definitions.

Account: Bank Account or Card Account.

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FORTE to affect a Constituent's Account.

Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary

Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency’s request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FORTE’s products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the “Confidential Information”). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency’s employees or affiliates who require access for Agency’s authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure; (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party; or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Agency’s breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. Term and Termination

5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.

5.2 Termination. In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

6.1 Accepting Transactions. FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency’s behalf on a 24-hour basis. Transactions which are received

before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 Sale Transactions. All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Auth/Capture Transactions. If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 Agency Account. In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.

6.6 Setting Limits on Transaction Amount. Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 - Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Modifying Transactions. Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic

mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.

6.9 Returned Items. FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.

6.10 Chargebacks. Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process Agency's sales data to facilitate the funds transfer between the various Associations and Agency. After Acquirer receives credit for such sales data, Acquirer will fund Agency, either directly to the Agency-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Agency agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Agency, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Agency. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency

if settled to Agency-owned account or debited from the FORTE Designated Account if settled to that account.

- 6.14 **Provisional and Final Payment.** Agency, Agency's third party senders (if applicable), and/or Agency's agent(s) understand and agree that Entries may be transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and Agency will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of Agency concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless Agency and Forte have agreed that the laws of another jurisdiction govern their rights and obligations.
- 6.15 **Reporting.** FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.
- 7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. **Agency Prohibitions.** Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

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9. Authorization.

- 9.1 Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.
- 9.2 If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation.

Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. Indemnification.

To the extent permitted by law, each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including

settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any actual or alleged violation by the party of any applicable Law, Rule or Regulation.

14. Limits of Liability.

14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14.3 Should FORTE become aware that any of its technology is found to infringe upon the copyright, patent, trade secret or other proprietary right held by a third party, FORTE shall, at its own expense and in its sole discretion either procure for Agency the right to continue using the infringing technology; modify the infringing technology so it is no longer infringing without adversely affecting the technology's performance; or replace the infringing technology with other equivalent, non-infringing equipment or software without adversely affecting the technology's performance.

15. Representations and Warranties.

15.1 FORTE's Representations and Warranties.

15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.

15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 Agency's Representations and Warranties.

15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.

15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.

15.2.4 When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

19. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

20. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:

Forte Payment Systems
500 W. Bethany
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to Agency:

23. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:

Agency:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

ANDREW J. ZARUTSKIE
Town Clerk

845-564-4554

Fax: 845-564-8589

e-mail: town-clerk@townofnewburgh.org

MEMO

TO: Hon. Gil Piaquadio, Town Supervisor
All Town Council Members

FROM: Andrew J. Zarutskie, Town Clerk

DATE: December 20, 2018

RE: Computerizing FOIL Process

The management and staff of the Town Clerk's office is proposing computerizing the Freedom of Information Law (FOIL) process in the Town of Newburgh.

The Town of Newburgh is one of the few towns in our region which does the entire FOIL process manually and does not use computer systems in any way.

I have heard from other Town Clerks that computerizing the FOIL process not only expedites the process, it virtually eliminates chances of error.

BAS

The system will be maintained by ~~ERS~~, which is the software we use for most of our other processes (Marriage license, Dog license, etc.) We have had little to no trouble with ~~ERS~~ in the past, and find them to be easy and pleasant to work with.

BAS

Town Clerk Proposal

Proposal: Purchase database management software for Freedom of Information Law (FOIL) process.

Proposal Summary:

In 2018, Town Clerk's Office processed approximately 900 FOIL requests. The process of managing FOILS is strictly manual. It involves making photocopies and making individual files for each FOIL request. Business Automated Solutions in Clifton Park, New York offers a software package that will allow the Town Clerk's Office to better manage the FOIL request process.

Each FOIL request is entered into the software. The operator entering the FOIL request is required to enter key characteristics like date entered, name of citizen requesting information, date information is received, nature of FOIL request, etc.

Operator can then cross reference FOIL requests based on those key characteristics. For example, all FOIL requests for a particular citizen can be found quickly. In addition, all FOIL requests for a particular property can be located. Past due FOILS can be managed. Open FOILS can be managed better. Lost FOILS will be eliminated.

With the ever increasing number of FOIL requests, it would be prudent to move from a manual system of FOIL management to a more automated system of FOIL management that will allow the Town Clerk's Office to not only manage the FOIL process but to measure its effectiveness. A process cannot be managed unless it can be measured. We are not sure if we are doing a good job with regard to timeliness.

First Year Costs:

1. FOIL Tracking Software for two Workstations	\$2,500
2. System Configuration, Installation and Training	\$900
3. Monthly Support and Maintenance (\$125 per month invoiced annually)	\$1,500

Total First Year Costs will be \$4,900. Then annual costs after first year will be \$1,500.

Advantages

1. Software will enable Town Clerk's Office to better manage the ever increasing volume of FOIL requests. In addition, the data contained in each FOIL will be more accessible.
2. Citizens can enter their own FOIL request remotely and/or directly into

software.

3. Completed FOIL requests will no longer need to be filed.

Disadvantage

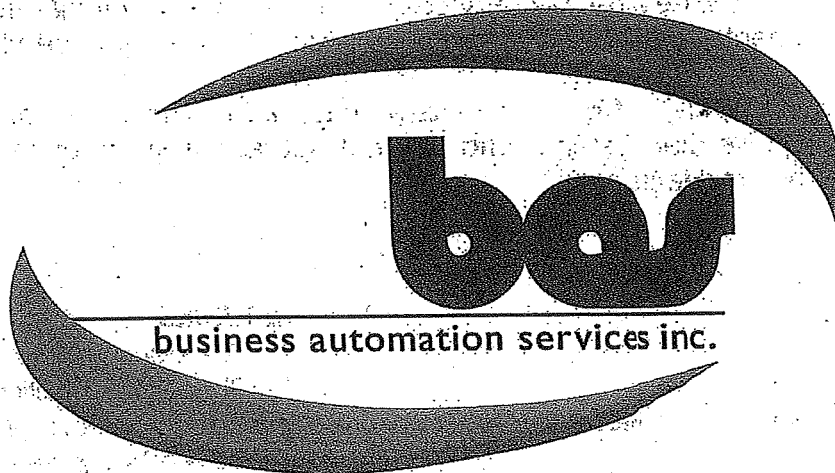
1. High first year costs (\$4,900) plus moderately high annual cost of \$1,500.
2. Initially, the information on each FOIL request must be entered into software.
As the system matures, FOIL requests can be entered directly into software.

TOWN OF NEWBURGH

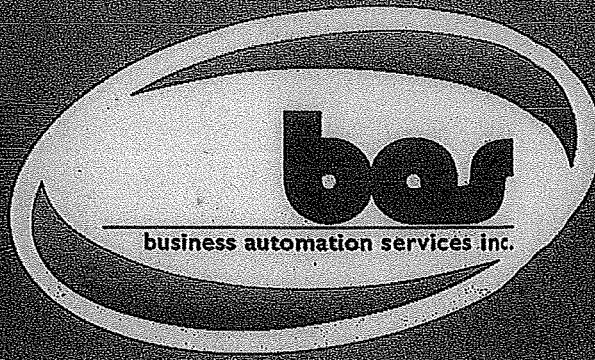
FOIL TRACKER SYSTEM

PROPOSAL

3



NOVEMBER 2018



COMPANY PROFILE

4

Established in 1987, Business Automation Services Inc. has become more commonly known today as BAS. We are a New York State Corporation located in Saratoga County with 800+ municipal clients throughout Arizona, Connecticut, Kentucky, Massachusetts, New York, Pennsylvania, and South Carolina. BAS is recognized as a leader in the development of software solutions for local governments.

Over the years, we have grown into much more than a software development company. Our current staff of 40+ professionals provide a wide variety of services including project management, systems analysis, custom software development, website design and IT/network management services.

Our thorough experience allows us to offer our clients an integration and e-government platform as local governments strive to improve their systems and internal operations in order to deliver cost-effective, added value services to their residents.

SOFTWARE SOLUTIONS

- Clerk Licensing
- Tax Billing & Collection
- Permits, Code Enforcement, Fire Inspections
- Planning & Zoning
- Accounting
- Payroll
- Fixed Assets
- FOIL Tracker
- Animal Control/Animal Shelter
- Parks & Recreation
- Web Portal - Service Request System
- Utility Billing
- Website Design & Hosting

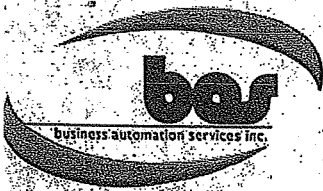
IT SERVICES

- Cybersecurity
- Total Data Protection
- Disaster Recovery & Business Continuity
- Needs Assessment/Infrastructure Analysis
- Network Planning, Design & Implementation
- Network Management (24x7x365 Support)
- Email Management and SPAM Filtering
- Online Backup
- Surveillance Camera Systems

PRODUCT SUPPORT & SERVICES

- Annual User Group Meeting
- Telephone Support (24x7)
- Annual Software Updates

The BAS Commitment to develop quality software and to provide the best possible service and support to municipal government is second to none!



"Transforming the way government works"

661 Plank Road • Clifton Park • New York • 12065 • Phone 518-371-6869 • Fax 518-371-8207

11/5/2018

5

TOWN OF NEWBURGH

FOIL TRACKER QUOTATION

SOFTWARE/SERVICES:

2 Workstations

FOIL TRACKER SYSTEM: \$2,500

Implementation Services: \$900
\$150.⁰⁰ per hr.

System Configuration & Installation (\$600)
(4 hours)

Software Training (\$300) *\$150.⁰⁰ per hour.*
(2 hours via webinar)

Total Software/Services: \$3,400

Annual Software Support & Maintenance Fee: \$1,500
(\$125/month invoiced annually)

Total 1st Year Cost: \$4,900

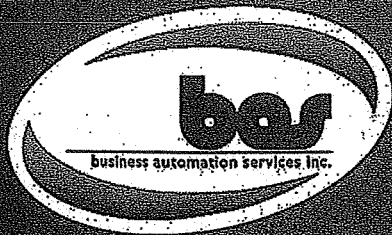
Approved by:

Name

Signature

Title

Date



FOIL TRACKER

Our FOIL Tracker System is designed to manage all Freedom of Information Law requests within a municipality. This software system is user-friendly, allows for easy retrieval of critical data, and offers quick access to information regarding the status of any FOIL request. By utilizing the Tracker Program and following the phases step-by-step, this system can help the user ensure compliance with relevant Freedom of Information Laws.



SOFTWARE FEATURES

- ✓ Easily manage all records associated with FOIL requests
- ✓ Display all active and closed requests
- ✓ Manage the creation through the close of the request within a three phase program
- ✓ Receive notifications for pending, upcoming or past due FOIL requests
- ✓ Customize letter creation within the system which can be directly attached to an email
- ✓ Attach any related documents directly to the FOIL request record
- ✓ Advanced search options to easily retrieve all active, closed, and/or disposed requests
- ✓ Report on active, closed or disposed requests, as well as any fees, payments and deposits
- ✓ Track FOIL requests which have met their legal retention
- ✓ Notify users when the requests can be purged from your current system

“ We are very happy with BAS's FOIL Tracker system. It's been a great process and experience. We have had excellent results and it is very user friendly. It has organized and streamlined the FOIL process and we have opened and closed more than 600 Foils this year alone. So we know it works! Love it!

Michelle George *Office of the City Clerk, Utica, NY* ”

7

Software License Agreement
For
Business Automation Services, Inc. ("BAS") Systems

1. License

- 1.1 BAS grants to Customer, subject to the terms and conditions in this Agreement, a non-exclusive, non-transferable, perpetual license to use, in a manner consistent with its design, the proprietary BAS Software as described and listed on the original quotation and/or purchase confirmation or invoice.
- 1.2 The Software is licensed not sold. The Customer shall have the right to use the Software solely for its own internal operation and shall not assign, sell, rent, give away or transfer the Software to any other party.
- 1.3 The Customer may make sufficient copies of the Software for backup purposes but will not publish the Software for others to copy.
- 1.4 Recurring Annual Software Support and Maintenance charges are set forth on the original quotation and/or purchase confirmation or invoice for the licensed Software; BAS reserves the right to increase these charges based on changes in its cost of doing business.

2. Support Services

- 2.1 If the Software does not perform in accordance with the warranty set out in Paragraph 3.2 BAS will provide error maintenance at no additional charge. Error maintenance will be provided in a reasonable manner consistent with the nature of the error.
- 2.2 Customer agrees to monitor the performance of the Software and to provide backup operations for the data and BAS Software to protect itself from loss due to any error conditions.
- 2.3 BAS will provide unlimited telephone support for the Software to the Customer during its normal business hours (9:00 a.m. – 5:00 p.m.). Emergency support, after normal business hours, is available Monday-Sunday including holidays by calling the BAS main office telephone number.
- 2.4 From time to time BAS may modify or enhance the Software which may result in new releases (updates) of the Software. BAS will provide updates as part of the Annual Software Support and Maintenance charge. Customer agrees to install a new release within ten days of receipt. Failure to install a new release may result in billable services per 2.5 below. An "update" is a modification to existing source code that is considered by BAS to be error maintenance or BAS initiated enhancements or NYS mandated changes that are included as part of the Annual Software Support and Maintenance charge. An "upgrade" is new Software that replaces the Customer's current Software or a new Software module that includes additional capabilities or features mandated by New York State or a major overhaul (Software re-programming) due to the use of new technology released by Microsoft (the operating system vendor). An "upgrade" is not considered part of the Annual Software Support and Maintenance charge and will be provided at a fee to be determined by BAS.
- 2.5 Any other support services required from BAS by the Customer (by way of example, but not limited to, training, data conversion, systems analysis, custom software development, disaster recovery, technical hardware/network/operating system, general operations support, etc.) will be billable per BAS's Professional Rate Schedule which is subject to change or adjustment from time to time during the term of this Agreement. If the Customer should need such support services at any time, BAS will provide the Customer a written cost estimate based on the Professional Rate Schedule then in effect.

3. Warranties

- 3.1 BAS warrants that it has the right to grant a license for the Software to operate on the number of individual computers required by the Customer.
- 3.2 BAS warrants that the Software will conform with the functionality described in the promotional materials or user instructions which will be provided to the Customer by BAS at the time of delivery. This warranty is void if Software errors or malfunctions are caused by Customer's computer equipment malfunction, by Software modifications not made by BAS or other restricted actions by Customer as specified in Paragraph 6, by incorrect data entry, or procedures used, by Customer's personnel, or if Customer fails to install a new Software release (update) provided to Customer under Paragraph 2.4.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE:

1. THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION WILL BE BY ERROR MAINTENANCE UNDER PARAGRAPH 2.1 WHICH MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE) OR
 2. IF, AFTER REPEATED EFFORTS, BAS DETERMINES THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, CUSTOMER IS ENTITLED TO RECOVER DAMAGES SUBJECT TO THE LIMITATIONS SET FORTH IN PARAGRAPH 4.2.
- 3.3 BAS warrants that all Software referenced under this Software License Agreement is free from all coding, instructions and other devices and methods which would allow BAS, without the consent of the Customer, to interrupt the Customer's use of the Software in any manner whatsoever.



FOIL Tracker Software & Services

1. The Annual Software Support & Maintenance fee includes any State mandated changes or other enhancements as well as unlimited telephone support and remote assistance (which is available 24/7, including holidays).
2. System configuration, installation and training hours are invoiced at our standard rate of \$1200/day. Training will be conducted at your location, unless otherwise instructed. Travel expenses included, but is not limited to, personal vehicle transportation at the Federal/State Mileage Rate; train/air fare; lodging; parking; tolls and per diem meal expenses.
\$150.00 per hr 8 hr day
3. The BAS professional rate for consulting, systems analysis, custom software development or technical support is \$175 per hour; estimates will be provided in advance for client approval before this type of work would be initiated.
4. Installation support and training is normally completed within approximately 30-60 days after receipt of a confirmed order; however, the actual schedule is dependent on receiving confirmation that the client's computer system meets the BAS Windows Software Hardware/Network Guidelines. Note: If systems analysis and/or software customization is required to meet client specific requirements, a mutually acceptable implementation schedule will be developed.
5. If data conversion from an existing system is needed, a separate cost estimate will be provided after the specific requirements have been determined.
6. To upgrade from single-user to a network version or to add additional workstations, please call for pricing.
7. Internet Access is required for downloading software updates, email support and web-based technical support. BAS utilizes remote connection technology for off-site support; no 3rd party communications software is needed.
8. To order the software, a 50% down payment is needed along with a signed purchase order or letter of commitment. Progress payments will be invoiced as the software is installed and services are rendered.

9. General Provisions

- 9.1 This Agreement and any claim arising out of this Agreement, out of the relationship created by this Agreement, or out of the activities related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby agree that the venue of any litigation arising out of this Agreement shall be in the County of Saratoga, State of New York.
- 9.2 Any Customer notice regarding default or termination of this Agreement shall be delivered by hand or sent by Certified Mail, return receipt requested, to BAS, 661 Plank Road, Clifton Park, New York 12065.
- 9.3 Any violations by the Customer of Paragraphs 1, 5, 6 or 7 may result in litigation by BAS and/or discontinuance of BAS Support/ Maintenance Services and/or the continued use of the licensed Software by the customer; notices regarding this will be sent to the Customer's Billing address.
- 9.4 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement. No waiver shall be effective unless made in writing.
- 9.5 This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 9.6 BAS will not assign, transfer, convey, sublet or otherwise dispose of its right, title or interest in this Agreement without consent of the customer.
- 9.7 In the event that BAS discontinues for any reason support of the Software, the Customer will receive the complete source code programs used to compile the Software; the source code will be provided either directly by BAS or its escrow agent upon written request. The escrow agent is the law firm indicated below.

DuCharme, Clark & Sovern, LLP
10 Maxwell Drive - Suite 205
Clifton Park, New York 12065
(Office) 518-373-1482
Attn: John B. DuCharme

4. Indemnities and Liabilities

- 4.1 In the event that a claim is brought against Customer alleging that the Software constitutes an infringement of a patent, copyright, or trade secret, BAS agrees to defend, at its own expense, such claims and to indemnify and hold Customer harmless from any damages or costs incurred or awarded as a result of settlement or judgment against Customer, provided Customer gives BAS prompt written notice of the claim, allows BAS to control the defense and settlement of the claim, and fully cooperates with BAS in defense and settlement.
- 4.2 **BAS'S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE BUT NOT INCLUDING AN INFRINGEMENT CLAIM, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR ANY SOFTWARE THAT CAUSES DAMAGES. IN NO EVENT SHALL BAS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR ADDITIONAL EXPENSES OR COSTS ARISING OUT OF OR RELATED TO THIS SOFTWARE LICENSE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF THE LICENSOR IN DELIVERY OF THE LICENSED PRODUCT OR IN THE PERFORMANCE OF SERVICES UNDER THIS SOFTWARE LICENSE AGREEMENT OR RELATED AGREEMENTS.**

5. Proprietary Information

- 5.1 The Customer acknowledges that the licensed Software constitutes proprietary and confidential information of BAS and the protection of this information is of the highest importance; this confidential information includes but is not limited to the specific design of the Software and related databases as well as the structure of the component parts of the Software. Customer agrees to keep the Software in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the Software shall refrain from any unauthorized reproduction or disclosure of the Software, and to restrict access to and display of the Software to Customer personnel who need to use the Software as contemplated by this Agreement and who have been advised or have agreed to treat the Software in accordance with this paragraph.
- 5.2 The customer agrees that the Software and all copies and versions made by the Customer are and shall remain the sole property of BAS. Customer agrees to include BAS' proprietary notice on all copies of the Software, in whole or in part, and in any form made by the Customer.
- 5.3 The obligations set forth in this paragraph shall survive the termination of this agreement.

6. Restrictions

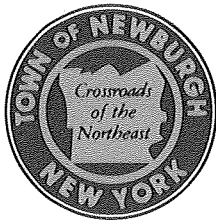
- 6.1 Customer agrees to use the Software as expressly permitted in this Agreement and will comply with any technical limitations in the Software that only allow its use in certain ways.
- 6.2 Customer shall not use the Software in a manner inconsistent with its design, modify (or attempt to modify) the Software in any way, reverse compile (decompile) or reverse assemble (engineer) all or any portion of the Software or work around any technical limitations of the Software.
- 6.3 Customer shall not unbundle component parts of the Software; the Software is designed and provided as a single product and must be used as a single product.
- 6.4 The obligations set forth in this paragraph shall survive the termination of this Agreement.

7. Billing and Payment

- 7.1 Annual Software Support and Maintenance Fees shall be as set forth on the Customer's annual invoice for these services.
- 7.2 Upon installation of the Software, the balance of all fees and charges is due within thirty days of receipt of final invoice.
- 7.3 If the Software is not fully paid for by the Customer within sixty (60) days from the installation date, BAS may remove all Software and terminate this Agreement.
- 7.4 Software Support and Maintenance Services will be billed annually for the twelve month period beginning the first month following the date of installation and is payable upon receipt.

8. Effect of Agreement

- 8.1 This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. BAS may amend the terms and conditions of this Agreement at any time.
- 8.2 Use of any portion of the BAS Software constitutes acceptance of this Agreement and this Agreement becomes effective with such use.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

9

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓
Town Board

From: Charlene M Black, Personnel

Date: January 9, 2019

Re: Part Time Crossing Guard Position

Please see attached the request from Chief Campbell to hire Noah Mandato to the vacant position of crossing guard. If approved Mr. Mandato will need to complete paperwork, physical and fingerprints. A proposed date of hire will be on or after January 29, 2019. Thank you in advance.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

January 9, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Crossing Guard

I am requesting authorization to hire Noah Mandato as a part-time Crossing Guard at a rate of \$12.50 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after January 29th 2019 pending a physical exam and fingerprinting. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000).

Respectfully submitted,

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

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Noah Mandato

DEPARTMENT: Police Department

TITLE OF POSITION: Crossing Guard

~~FULL TIME~~ OR PART TIME: Part time

HOURLY RATE: \$ 12.50 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: 1/29/19
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

Phil B. C...
DEPARTMENT HEAD SIGNATURE

1/9/19
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *JWO*
Jeff Guido, Water Distribution Manager

DATE: December 11, 2018

RE: AMSCAN WATER \ SEWER BILLING

Amscan's Plant Manager has requested a reduction in the amount of the sewage disposal portion of their bill. The reason for this request is that a portion of their wastewater flow cannot be discharged to the sanitary sewer and therefore is collected and trucked off-site for disposal. Amscan maintains records of this volume of wastewater and it can accurately be documented for billing purposes (see attached e-mail from Miguel Negron, Plant Manager, Kookaburra USA (Division of Amscan) dated 4 December 2018.)

Based on the data provided by Mr. Negron, Amscan would expect to see a reduction in their quarterly bills of between \$300 to \$450.

As you are aware, the Town Board has not typically allowed a reduction in sewer usage charges for a customer. For example, Home Depot and Lowe's requested a sub-meter for water usage in their nurseries to reduce their bills. Neither was granted this exception and to the best of my knowledge use wells for their nursery water supply. The Town has also received requests to measure and discount landscape sprinkler systems from customers' bills but no exceptions have been made to date. The reason for this was to limit the excessive use of the Town's water supply during peak demands.

For Amscan, the water use is integral to their process and will not adversely impact the Town water supply.

TO: Gilbert Piaquadio, Town Supervisor & Town Board
RE: AMSCAN WATER \ SEWER BILLING

December 11, 2018
Page 2

In your consideration of this request, input from Debbie Smith, Receiver of Taxes should be solicited.

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

JWO/id

cc: M. Taylor, Attorney
D. Smith, Receiver of Taxes

Jeff Guido

From: Negron, Miguel <mnegron@amscan.com>
Sent: Tuesday, December 04, 2018 1:44 PM
To: Jeff_guido@townofnewburgh.org
Cc: Kretschmer, Jason; Scott, Sue; Nathan, Joe; Miller, John
Subject: FW: Earthcare/Amscan 108 Rt 17K
Attachments: FW: Jul-Aug Earthcare (1.39 MB); FW: Apr-Jun (1.53 MB); FW: jan-mar Earthcare (0.99 MB)

Good afternoon Jeff,

My name is Miguel Negron with Amscan at 108 Rt 17K Suite 2 Newburgh. We met at town offices late October, early November in regards to our high water usage. We did the profile of the usage and it appears as though we are using what the system says we are. Because it is water and sewer we also spoke about the fact that we pump a large amount of water out and do not use the sewer for all water consumed. The following are the numbers we have hauled out since the start of the year.

January through March 50,000 gal. 277

April through June 80,000 gal.

Jul through August 72,000 gal.

Total of 202,000 gal.

Attached are the bills as provided as evidence we have this waster water pumped out. You were going to see if the tax dept. would credit us for not using the sewer and not having to treat this amount of water. Please advise as to how the tax dept. will act on this. Thank you for your assistance on this.

Best Regards,
Miguel A. Negron
Plant Manager
Kookaburra USA (Division of Amscan)
108 Rt. 17K Suite 2
Newburgh NY 12550

845-566-1907 Ext: 7514



AMENDMENT NO. 6

TO AGREEMENT BETWEEN
TOWN OF NEWBURGH, NEW YORK
AND
GHD CONSULTING SERVICES INC.

WHEREAS, GHD Consulting Services Inc. (ENGINEER) and the Town of Newburgh (OWNER) entered into an Agreement dated January 31, 2014 for the preliminary design, final design, bidding, and construction services for the Meadow Hill South Parallel Relief Sewer; and

WHEREAS, ENGINEER completed the design phase of the project, and submitted plans and specifications to the New York State Department of Environmental Conservation (NYSDEC) for regulatory review and approval on April 15, 2014; and

WHEREAS, ENGINEER responded to multiple comment letters from NYSDEC, upon their review and at the request of NYSDEC, attended and participated in a technical meeting with the Owner and NYSDEC, to discuss the scope of the project, on August 20, 2014; and

WHEREAS, based on the outcome of the technical meeting NYSDEC, formally requested in a September 8, 2014, letter to the OWNER, that the scope of the project be expanded to include a Sewer System Evaluation Survey (SSES); and

WHEREAS, ENGINEER has completed the SSES in the Meadow Hill South Sewer District, which ENGINEER submitted and was reviewed and accepted by OWNER; and

WHEREAS, ENGINEER has completed design and construction services of sanitary sewer improvements in the Meadow Hill South Sewer District.

WHEREAS, ENGINEER has completed post construction flow monitoring for Meadow Hill South Sewer District.

WHEREAS, the OWNER has requested that the ENGINEER re-evaluate the design developed and submitted to the NYSDEC in April 2014.

NOW, THEREFORE, ENGINEER and OWNER agree to amend the Agreement as follows.

BASIC SERVICES

A. Design Alternative Re-evaluation.

1. Perform one site visit to meet with Town personnel to discuss the recent overflow events in the Meadow Hill South basin.
2. Re-evaluate design alternatives to increase the capacity of the sanitary sewer under the New York State Thruway including a single sewer pipeline and reduced diameter parallel relief sewer using flow metering data collected in April 2018 - May 2018.
3. Summarize results of the design alternatives re-evaluation in a technical memorandum.
4. Update design and contract documents to reflect the results of the design alternatives re-evaluation.
5. Submit updated design documents to NYSDEC for approval.

PAYMENTS TO ENGINEER

The above Scope of Services will be provided for an estimated fee of **\$18,700**, paid in accordance with the following:

- Design Alternatives Re-evaluation..... **\$12,500**
- Bidding and Award (updated from 2014)..... **\$6,200**
- **Total (Estimated)**..... **\$18,700**

Services will be billed at standard hourly billing rates plus reimbursable expenses.

SCHEDULE

- Site Visit..... February 2019
- Re-evaluation of design alternatives and contract document updates February 2019
- Submit for Approvals..... March 2019
- Bidding and Contract Award..... June 2019-July 2019

The return of one signed copy of this Amendment No. 6 constitutes acceptance of this Amendment and shall be written authorization for ENGINEER to proceed with the Scope of Service outlined above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 6 as of the last date entered below.

ENGINEER:

GHD CONSULTING SERVICES INC.

By: 
Kevin Castro, P.E.

Title: Vice President

Date: 1/4/19

OWNER:

TOWN OF NEWBURGH, NEW YORK

By: _____
Gil Piaquadio

Title: Supervisor

Date: _____

KC/mrv

**AMENDMENT NO. 5**

**TO AGREEMENT BETWEEN
TOWN OF NEWBURGH, NEW YORK
AND
GHD CONSULTING SERVICES INC.**

WHEREAS, GHD Consulting Services Inc. (ENGINEER) and the Town of Newburgh (OWNER) entered into an Agreement dated January 31, 2014 for the preliminary design, final design, bidding, and construction services for the Meadow Hill South Parallel Relief Sewer; and

WHEREAS, ENGINEER completed the design phase of the project, and submitted plans and specifications to the New York State Department of Environmental Conservation (NYSDEC) for regulatory review and approval on April 15, 2014; and

WHEREAS, ENGINEER responded to multiple comment letters from NYSDEC, upon their review and at the request of NYSDEC, attended and participated in a technical meeting with the Owner and NYSDEC, to discuss the scope of the project, on August 20, 2014; and

WHEREAS, based on the outcome of the technical meeting NYSDEC, formally requested in a September 8, 2014, letter to the OWNER, that the scope of the project be expanded to include a Sewer System Evaluation Survey (SSES); and

WHEREAS, ENGINEER has completed the SSES in the Meadow Hill South Sewer District, which ENGINEER submitted and was reviewed and accepted by OWNER; and

WHEREAS, ENGINEER has completed design and construction services of sanitary sewer improvements in the Meadow Hill South Sewer District.

WHEREAS, ENGINEER has completed post construction flow monitoring for Meadow Hill South Sewer District.

WHEREAS, the OWNER has requested that the ENGINEER perform smoke testing in sub-basin 5 of the Meadow Hill South Sewer District, develop rehabilitation recommendations, and perform post rehabilitation flow monitoring.

NOW, THEREFORE, ENGINEER and OWNER agree to amend the Agreement as follows.

BASIC SERVICES**A. Phase I: Smoke and Dye Testing.**

1. Perform sanitary sewer smoke testing in Sub-basin 5 (approximately 6,000 LF of mainline sanitary sewer) in the Meadow Hill South Sewer District.
2. Perform dye tracing on all potential public direct connections identified during smoke testing.
3. Develop rehabilitation recommendations for direct and indirect connections identified during dye tracing.
4. Summarize the findings and recommendations in a letter report.
5. Provide phone and email coordination with the Town during the testing.

B. Phase II: Post Rehabilitation Sewer Flow Monitoring and Design Alternatives Re-evaluation.

1. Provide five (5) continuous area-velocity flow meters for a minimum period of thirty (30) days. The meters will be installed at MH1 upstream of the MHS Communitor Building, MH47 (Basin 2), MH51 (Basins 1 and 2), MH54 (Basins 3 and 4), and MH11 (Basin 3). Depending on wet weather events that occur during the initial monitoring period, the flow monitoring period may be extended as necessary.
2. Install One (1) continuous area-velocity flow meter in the 10-inch overflow located in the Communitor Building. This flow meter shall be installed and maintained during the same period as the other four (4) continuous area-velocity flow meters.
3. The results of flow monitoring will be summarized in a technical memorandum

Owner Responsibilities

1. The Town will provide, at no charge, water from hydrants for the subcontractor's smoke testing and dye tracing operations.
2. Prior to the development of direct and indirect connection rehabilitation recommendations, the Town will assist by dye tracing all potential private direct connections identified during smoke testing.
3. The Town will evaluate rehabilitation recommendations developed in Phase I and complete feasible rehabilitation projects prior to the start of Phase II.

PAYMENTS TO ENGINEER

The above Scope of Services will be provided for an estimated fee of **\$33,500**, paid in accordance with the following:

• Smoke and Dye Testing ⁽¹⁾	\$18,300 (Hourly)
• Sewer Flow Monitoring	\$14,000 (Hourly)
• Flow Monitoring Technical Memorandum	\$ 3,500 (Hourly)
Total (Estimated)	\$35,800

(1) This item includes \$11,250 in outside technical services

Services will be billed at standard hourly billing rates plus reimbursable expenses.

SCHEDULE

- Phase I February 2019 (weather permitting)
- Phase II May 2019
- Draft Technical Memorandum within 60 days of completion of flow monitoring

The return of one signed copy of this Amendment No. 5 constitutes acceptance of this Amendment and shall be written authorization for ENGINEER to proceed with the Scope of Service outlined above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 5 as of the last date entered below.

ENGINEER:

GHD CONSULTING SERVICES INC.

By: _____
Kevin Castro, P.E.

Title: _____
Vice President

Date: Kevin Castro
12/21/18

OWNER:

TOWN OF NEWBURGH, NEW YORK

By: _____
Gil Piaquadio

Title: _____
Supervisor

Date: _____

KC/mrv

**GARDNERTOWN RD OVER GIDNEY CREEK
TOWN OF NEWBURGH
ORANGE COUNTY
PIN 8702.03**

SUPPLEMENTAL AGREEMENT NO. 2

Scope of Services

EXECUTIVE SUMMARY

The proposed project is the replacement of the culvert carrying Gardnertown Road over Gidney Creek including required approach roadway work to facilitate its replacement.

The project is located in the Town of Newburgh, Orange County, New York.

This Scope of Services adds Construction Inspection and Construction Support services to the agreement and supplements detailed design and right-of way mapping services. Additional detailed design is required as a result of changes necessitated by the work being completed to the Gardnertown Road/Gidney Ave. intersection by others. Additionally, these changes required revisions to the right-of-way maps that were not known when the original agreement was executed.

The project is funded with federal-aid funds (ER) with a local share and is being administered by the Town of Newburgh.

The work associated with these items is more fully described in the following sections (section numbers correspond to the NYSDOT base Task List).

Scope of Services

Section 1 - General

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 5	Right-of-Way
Section 6	Detailed Design
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 5, 6, 8, 9 and 10.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report.¹ The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYS DOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual² including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the PLAFAP those listed in the PLAFAP take precedence.]

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYS DOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the NYS DOT PLAFAP Manual.

¹ <https://www.dot.ny.gov/plafap/view-document?id=1598>

² <https://www.dot.ny.gov/plafap>

⁹ https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_id&p_arg_values=10618

Section 5 - Right-of-Way

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

Section 6 - Detailed Design

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

9.01 Equipment

The **Sponsor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the **Sponsor** for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The **Sponsor** may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the **Sponsor**.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the **Sponsor** may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination

of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Technicians employed by the **consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.06 Scope of Services/Performance Requirements

A. Quality

The Consultant will monitor the Contractor's and the Subcontractor's performance of the contract for general conformance with the project plans and specifications and will identify in a timely manner to the Sponsor the local conditions, construction methods and other observations customarily reported on construction projects of this type.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**.³ The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and

³ <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

reports for proper completion of records of the contract.

- 2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) The **Consultant** will check, and when acceptable, approve all shop drawings. Electronic copies of approved shop drawings will be provided to the **Sponsor**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) **Consultant's** inspection staff assigned to the project will be knowledgeable concerning those health and safety requirements applicable per Sponsor policy, procedures and specifications to protect their personal safety. Jobsite health and safety shall be the sole responsibility of Contractor and its subcontractor(s).
- 2) The **Consultant** is responsible for monitoring that the Contractor's and Subcontractor's work zone traffic control is initially established in accordance with the contract plans. Thereafter it shall be the sole responsibility of Contractor and its subcontractor(s) to monitor and ensure that the appropriate work zone traffic control measures are properly performed and maintained continuously for the duration of the project.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of requesting and collecting documentation from the Contractor demonstrating the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract and, upon receipt, Consultant will forward such to the appropriate representative of the Sponsor. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database⁴.

⁴ <https://www.dot.ny.gov/dotapp/ebo>

Section 10 - Estimating and Technical Assumptions

1.07 Cost and Progress Reporting

Estimate eight (8) cost and progress reporting periods will occur during the life of this agreement.

5.03 Right-of-Way Mapping

A meeting will not be required.

6.03 Contract Documents

1. It is assumed that a total of five (5) drawings will require minor revisions. No new details will be required; only revisions to existing details will be required.
2. The intersection design by others, which necessitated the drawing revisions, will not be revised again.

8.01 Construction Support

1. Assume that three (3) Consultant staff will attend the pre-construction meeting.
2. Assume effort for design staff field visits during construction will total four (4) person-days.
3. Assume review of the following shop drawing submissions:
 - i. Box Culvert
 - ii. Precast Apron
 - iii. Railing
 - iv. Precast Wingwalls
 - v. Reinforcement
 - vi. Drainage Inlet
 - vii. Sewer Drop Manhole
 - viii. Ductile Iron Pipe
 - ix. Asphalt
4. Assume the review and approval of six (6) material data sheets.
5. Assume a total of eight (8) RFIs will need to be addressed.
6. Assume that a total of four (4) drawing revisions will need to be issued.

Section 9 - Construction Inspection

1. Estimate construction will begin on June 1, 2019 and will be completed by October 1, 2019.
2. Assume the Resident Engineer will require two (2) weeks of effort prior to construction for project set-up, and two (2) weeks of effort after construction for project close-out.
3. Assume the Resident Engineer will require to work 10 hour work days for a total of two (2) months; otherwise eight hour days will be required.
4. Assume the Construction Coordinator (EVI) will require four (4) hours of coordination per week and will attend eight (8) progress meetings at the site.
5. Assume the Office Engineer will require eight (8) hours per week during construction and an additional 24 hours to set up the budget and materials in Appia.

**Exhibit A, Page 1
Salary Schedule**

CHA Consulting, Inc.

**PIN 8702.03
Gardnertown Road over Gidney Creek
Town of Newburgh
Orange County
Supplemental Agreement No. 2
12/11/2018**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATE		OVERTIME* CATEGORY
		PRESENT 12/1/2018	PROJECTED 8/1/2019	
SENIOR PRINCIPAL ENGINEER	VII (A)	\$ 74.97	\$ 76.00	A
PRINCIPAL ENGINEER	VI (A)	\$ 70.72	\$ 72.61	A
SENIOR ENGINEER	V (A)	\$ 52.29	\$ 53.68	B
PROJECT ENGINEER	IV (A)	\$ 40.59	\$ 41.67	B
ASST PROJECT ENGINEER	III (A)	\$ 35.08	\$ 36.02	B
ENGINEER I/II	III/I (A)	\$ 29.97	\$ 30.77	B
PRIN ENGR TECH	IV (N)	\$ 45.32	\$ 46.53	C
SR ENGR TECH	III (N)	\$ 33.61	\$ 34.51	C
ENGR TECH DRAFTER	II (N)	\$ 27.60	\$ 28.34	C
ASST ENGR TECH	I (N)	\$ 22.46	\$ 23.06	C
TECHNICAL TYPIST	NA	\$ 24.42	\$ 25.07	C
RESIDENT ENGINEER	IV (N)	\$ 44.66	\$ 45.85	C
OFFICE ENGINEER	III (N)	\$ 47.74	\$ 49.01	C
SENIOR INSPECTOR	III (N)	\$ 36.74	\$ 37.72	C

***OVERTIME POLICY**

Category A - no overtime compensation.
 Category B - overtime compensated at straight time.
 Category C - overtime compensated at time and one half rate

Overtime applies to hours worked in excess of 40 hours per week.

Exhibit A, Page 2
Staffing Table

CHA Consulting, Inc.

PIN 8702.03.321

Gardnertown Road over Gidney Creek

Town of Newburgh

Orange County

Supplemental Agreement No. 2

12/11/2018

ASCE (A)
OR

NICET (N)
GRADE

EQUIV.

TITLE

SENIOR PRINCIPAL ENGINEER
PRINCIPAL ENGINEER
SENIOR ENGINEER
PROJECT ENGINEER
ASST PROJECT ENGINEER
ENGINEER I/II
PRIN ENGR TECH
SR ENGR TECH
ENGR TECH DRAFTER
ASST ENGR TECH
TECHNICAL TYPIST
RESIDENT ENGINEER
RESIDENT ENGINEER
OFFICE ENGINEER
SENIOR INSPECTOR

		TOTAL TOTAL PROJECTED							
		STRAIGHT PREMIUM		HOURLY RATE		STRAIGHT AMOUNT		PREMIUM AMOUNT	
		1.07	8.01	9.0x	HOURS	HOURS	RATE	AMOUNT	AMOUNT
VII (A)					0		\$ 76.00	\$0.00	\$0.00
VI (A)		8	120		128		\$ 72.61	\$9,293.55	\$0.00
V (A)			80		80		\$ 53.68	\$4,294.75	\$0.00
IV (A)			18		18		\$ 41.67	\$750.10	\$0.00
III (A)			68		68		\$ 36.02	\$2,449.05	\$0.00
III (A)					0		\$ 30.77	\$0.00	\$0.00
IV (N)			16		16		\$ 46.53	\$744.46	\$0.00
III (N)		12			12		\$ 34.51	\$414.08	\$0.00
II (N)					0		\$ 28.34	\$0.00	\$0.00
I (N)					0		\$ 23.06	\$0.00	\$0.00
NA			8		8		\$ 25.07	\$200.57	\$0.00
IV (N)				760	760		\$ 45.85	\$34,846.71	\$0.00
IV (N)				130	130		\$ 45.85	\$5,960.62	\$2,980.31
III (N)			152		152		\$ 49.01	\$7,449.99	\$0.00
III (N)					0		\$ 37.72	\$0.00	\$0.00

0	20	462	890	1242	130	\$66,403.88	\$2,980.31
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**Exhibit B, Page 1
Direct Non-Salary Costs**

CHA Consulting, Inc.
PIN 8702.03
Gardnertown Road over Gldney Creek
Town of Newburgh
Orange County
Supplemental Agreement No. 2
12/11/2018

1. Vehicle Mileage

NOTE: The mileage rate shown is for estimating purposes only.
The mileage will be reimbursed at the applicable NYSDOT approved rate on the day of travel.

a. To and from project site & vicinity	12 trips x	180 miles / trip	x	\$0.540 / mile	=	\$1,166.40
b. Miscellaneous Mileage (on-site & misc.)	16 weeks x	400 miles / week	x	\$0.540 / mile	=	\$3,456.00
						TOTAL VEHICLE MILEAGE
						= \$4,622.40

2. Tolls	28 trips	x	\$7.88 / trip	=	\$220.64	
						= \$20.00

3. Mail including: postage, overnight deliveries, bulk mail (est.)

4. Printing and Reproduction Costs (est.)	Plans	300 prints x	\$0.50 / print	=	\$150.00	
						TOTAL PRINTING AND REPRODUCTION COST
						= \$150.00

5. Computer Equipment and Supplies	a) Cellphone	5 months x	\$90.00 per month	=	\$450.00
	b) Miscellaneous Supplies			=	\$250.00
	c) Appia License (4 months)	5 months at \$1800/year		=	\$750.00

TOTAL DIRECT NON-SALARY COSTS = \$6,463.04

6. Sub-Contract Testing Laboratory Services (Estimated)

Miscellaneous Testing						
a) Concrete Control Series (Slump & Air)	4	1/2 day tests @	\$ 300	=	\$ 1,200	
b) Proctors, Gradation & Comp.	10	1/2 day tests @	\$ 300	=	\$ 3,000	
					SUB-TOTAL TESTING COSTS =	\$4,200.00

7. Sub-Contract Precast Concrete Component Inspection (Estimated)

Fabricator's Site Visits						
a) Site Representative @ Fabricator's Facili	14	1/2 day tests @	\$ 400	=	\$ 5,600	
b) Estimated Mileage To Fabricator	14	100 miles/day @	\$ 0.545	=	\$ 763	
					SUB-TOTAL TESTING COSTS =	\$6,363.00
					TOTAL SUBCONTRACTOR COSTS =	\$ 10,563

Exhibit C, Page 1
Summary

CHA Consulting, Inc.

PIN 8702.03
Gardnertown Road over Gidney Creek
Town of Newburgh
Orange County
Supplemental Agreement No. 2
12/13/2018

	Design (.121)	Const. Support - Office (.321)	Const. Inspection -Field (.321)	TOTAL
Direct Technical Salaries (estimated) (subject to audit)	\$2,011	\$25,597	\$40,807	\$68,415
Direct Technical Salaries Premium Portion of Overtime (estimated) (subject to audit)	\$0	\$0	\$2,980	\$2,980
Direct Non-Salary Cost (estimated) (subject to audit)	\$0	\$0	\$6,463	\$6,463
Direct Non-Salary Cost (estimated) (Sub-Contractor Cost) (subject to audit)	\$0	\$0	\$10,563	\$10,563
Overhead - Office (140%) (subject to audit)	\$2,820	\$35,894		\$38,714
Overhead - Field (105%) (subject to audit)			\$42,844	\$42,844
Fixed Fee	\$623	\$7,932	\$10,791	\$19,347
Total Estimated Cost	<u>\$5,455</u>	<u>\$69,423</u>	<u>\$114,448</u>	<u>\$189,326</u>
				<u>\$189,326</u>

Joe P.

10D

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *JWO*

DATE: January 16, 2019

RE: MEADOW HILL ROAD & ROUTE 300 PUMP STATIONS –
INSTALLATION OF STANDBY POWER

Attached for the Town Board's review are proposals for design engineering services for the installation of standby power generators at the above referenced pump stations.

Fusco Engineering and Land Surveying submitted two proposals – one for each location. The scope of work is clarified by an email from Al Fusco to me dated 4 January 2019 to include bidding services including responding to contractor's questions, review of bidder's qualifications and a recommendation for award of the contract. The combined cost for the preparation of Contract Documents and Bid Services is \$22,400.

GHD Consulting Services submitted a single proposal for both locations. The proposed cost for design engineering and bid services is \$28,400. (NOTE: A third company declined to submit a proposal due to their current work load.)

Based on the above, it is recommended that the Town Board select Fusco Engineering and Land Surveying to complete this work.

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

JWO/id

Attachment

cc: J. Guido, Water & Sewer Dept. Manager
R. Clum, Accountant

FUSCO ENGINEERING
& LAND SURVEYING, P.C.
Consulting Engineers

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

Alfred A. Fusco, III, General Manager

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

Short Form Agreement

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

Date: October 30, 2018
Clients Name: Town of Newburgh
James Osborne
Clients Address: 1496 Route 300
Newburgh, NY 12550
Clients Phone Number: (845) 564-7814
Clients Email: engineering@townofnewburgh.org
Project Name: Generator for Route 300 Booster Pump
Project Number: 18-296
Address of Project: ~~Route 300 Booster Pump~~
Town of Newburgh
Orange County, NY

Description of Services Rendered: The project consists of installing a new Propane/Diesel Generator at the existing Pump house. We will provide enough power for continuous load of both pumps and all associated electric heat/controls need to be fully functional.

1. We will provide a basic site plan of the building. The site plan will include approximately 20ft outside the footprint to show the location of the proposed generator.
2. We will establish peak demand loads to determine sizing of the new generator, this will come from the local utilities and a cumulative average of all on site equipment with room for expansion.
3. Our firm will provide but not limited to the following, specification of equipment, electrical floor plans, details, One-Line Diagrams, utility schematics, sound walls if required, etc.
4. A complete set of Bid Documents will be generated and publicized for public bid.

-Exclusions:

- Any Municipal/agency Fees, applications and submissions
- Review Changes
- Topography, Boundary Survey
- Printing, mailing and handling costs involved with any public notice requirements.
- Any required archeological or environmental studies or detailed environmental studies.
- Construction period services and inspections
- Any verbal or written authorized changes to this contract.
- Local sound ordinances
- MEP, structural and drawings not listed in description of services above
- After interior renovation as-built drawings

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

Proposal:

Lump sum for these services described above: \$11,200.00

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

Retainer Amount: Waived

(Retainer due with the return of this agreement, signed and dated, no work will commence until this agreement is signed and the retainer received.) (Credit cards will be charged for balance of contract at time work is completed unless other arrangements for payment are made prior to completion.) Our office shall receive payment as the work progresses, maps shall not be delivered to planning boards, zoning boards or for clients review until we have been paid in full for services rendered.

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

This proposal is only guaranteed for 120 days.

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

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

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

Fusco Engineering & Land Surveying, P.C.

Date

Client, Accepted By

Date

Hourly Rate Schedule for additional services:

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

Reimbursable Expenses:

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

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

Prints

White prints/Blueprints:

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

Mylar sepia:

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

B/W Wide Format Scanning:

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

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

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& LAND SURVEYING, P.C.

Consulting Engineers

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James Osborne
Clients Address: 1496 Route 300
Newburgh, NY 12550
Clients Phone Number: (845) 564-7814
Clients Email: engineering@townofnewburgh.org
Project Name: Generator for Meadow Hill Booster Pump
Project Number: 18-297
Address of Project: ~~Meadow Hill Booster Pump~~
Town of Newburgh
Orange County, NY

Description of Services Rendered: The project consists of installing a new Propane/Diesel Generator at the existing Pump house. We will provide enough power for continuous load of both pumps and all associated electric heat/controls need to be fully functional.

1. We will provide a basic site plan of the building. The site plan will include approximately 20ft outside the footprint to show the location of the proposed generator.
2. We will establish peak demand loads to determine sizing of the new generator, this will come from the local utilities and a cumulative average of all on site equipment with room for expansion.
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**It is our intention to do everything within our considerable expertise to perform these services, but this agreement in no way guarantees any results out of our control. (For example: a specific number of lots in a subdivision, municipal approvals, governmental agency approvals, etc.)*

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Fusco Engineering & Land Surveying, P.C.

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Binding of specification books.....	\$15.00/each



NOV 27 '18

November 20, 2018

James Osborne, P.E.
Town Engineer
Town Hall
1496 Route 300
Newburgh, NY 12550

Dear Mr. Osborne:

**Re: Proposal for Engineering Services for the Addition of Generators
Town of Newburgh Booster Stations**

GHD Consulting Services Inc. is pleased to provide this proposal for engineering services for design, bidding and construction administration to install generators and automatic transfer switch (ATS) equipment at the Meadow Hill Road and Route 300 Booster Pump Stations.

1. Existing Conditions

The Town of Newburgh (Town) owns and operators the Water Booster Pump Stations at Meadow Hill Road and on Route 300 at Chadwick Park. Neither of these existing pump stations are equipped with provisions for emergency power.

The Route 300 Booster Pump Station 'normal' utility power is a 225 amp, 120/240 Volt, 3 Phase, 60 Hertz service provided by Central Hudson Gas & Electric. The major pump station equipment consists of two (2) 15 HP, 3 Phase pumps, an electric unit heater, ventilation, lights and miscellaneous instrumentation and controls. The station is located in Chadwick Lake Park, in close proximity to the Town's drinking water source.

The Meadow Hill Road Booster Pump Station is located in a commercial area. The station's 'normal' utility power is a 400 amp, 120/240 Volt, 3 Phase, 60 Hertz service provided by Central Hudson Gas & Electric. Major pump station equipment consists of two (2) 40 HP, 3 Phase pumps, an electric unit heater, ventilation, lights and miscellaneous instrumentation and controls.

In recent years, the Town has experienced multiple power outages that have lasted for several days. During these power outages, it has been challenging for the Town to maintain water pressure in the delivery areas served by these booster stations. As such, the Town is considering the addition of permanently installed emergency power generation and automatic transfer switching at each of these facilities.



2. Project Understanding and Approach

The Town would like to add emergency generators and ATs at the Meadow Hill Road and Route 300 Booster Pump Stations.

The Route 300 Booster Pump Station is located in Chadwick Lake Park and is in close proximity to the Town's drinking water source. The Town is justifiably reluctant to install a generator that would require the installation of a permanently installed liquid fuel tank, (a potential leak source that could compromise the Town's water source). As such, GHD will design an emergency generator with a spark-ignited engine that utilizes a gaseous fuel (i.e. natural gas or propane). The generator will be provided in its own weather-proof enclosure with integral critical silencer and mounted on top of a concrete pad installed adjacent to the existing pump station building.

3. Scope of Work

GHD work tasks will include:

- Coordination with electric utility and confirmation of existing electric service size and characteristics.
- Coordination with gas utility regarding the availability of natural gas service at each pump station location.
- Prepare a basis of design memo addressing the size the generators required at each site, as well as the potential fuel sources at the Meadow Hill Booster Pump Station (diesel vs natural gas or propane), and the Route 300 Booster Pump Station (natural gas vs. propane).
- Development of specifications for new generators, ATs, fuel/storage and delivery systems as required per site, and integration of the emergency power system with the existing, normal, utility electrical service entrance and booster pump station power distribution system at each site.
- The Town will provide as-built drawings for each booster station. GHD will verify site conditions.
- Submittal of 90 percent complete design to the Town for review, and participation in a teleconference with the Town to discuss review comments.
- Preparation of design documents, suitable for bidding, delivered to The Town via electronic format. Printing and distribution of said documents to prospective bidders will be by The Town.
- No permitting or approval services are anticipated for the construction of this project.

4. Project Schedule

GHD will commence work upon notice to proceed from the Town, and will deliver 90 percent complete design documents for review within 90 days. GHD will update the design documents to 100 percent complete, suitable for bidding two weeks after receipt of review comments from the Town.



5. Engineering Services During Bidding

GHD will provide engineering services during bidding, including attendance at an on-site pre-bid meeting, review and respond to bidder requests for information, preparation of addenda, and bid tabulation and recommendation for award.

6. Engineering Services During Construction

GHD will provide engineering services during construction, including:

- Attendance at a pre-construction meeting
- Periodic site visits (up to five) to observe construction progress
- Periodic progress meetings (up to five), as required and to coincide with site visits, with minutes provided for each meeting
- Respond to Contractor's requests for information
- Preparation of Change Orders, as required
- Review of shop drawings
- Review of Contractor's application for payments
- Witness of start-up and testing of both facilities (two days)

7. Project Fee

GHD proposes to complete the work described above for the following:

Task	Fee	Type
Design	\$25,200	Lump Sum
Engineering Services during Bidding	\$3,200	Lump Sum
Engineering Services during Construction	\$23,700	Estimated Hourly
TOTAL	\$52,100	



We are looking forward to working the Town of Newburgh towards the successful completion of this important project.

Sincerely,

GHD

A handwritten signature in black ink that reads 'Kevin Castro'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kevin Castro, P.E.

Principal

KC/mrv

cc: Thomas Devine CAP, CEM, LEED AP, GHD



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

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

RE: RESOLUTION OF TOWN BOARD DETERMINING THAT
PROPOSED CHADWICK LAKE WATER TREATMENT
PLANT IMPROVEMENT PROJECT OF THE CONSOLIDATED
WATER DISTRICT OF THE TOWN OF NEWBURGH IS A
TYPE I ACTION AND PROVIDING FOR COORDINATED
SEQR REVIEW
OUR FILE NO. 800.1(B)()(2019); 801. ____

DATE: JANUARY 24, 2019

ATTORNEYS

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

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Enclosed please find a copy of the above referenced draft resolution together with a copy of the Full Environmental Assessment Form prepared for the Action, which includes both the project and the funding agreement with New York City Department of Environmental Protection.

Should you have any questions or concerns, please do not hesitate to contact me.

MCT:kac

Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
James Osborne, Town Engineer (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

At a meeting of the Town Board of the Town of Newburgh held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York, on the ___th day of January, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

A RESOLUTION OF THE TOWN BOARD DETERMINING THAT PROPOSED CHADWICK LAKE WATER TREATMENT PLANT IMPROVEMENT PROJECT OF THE CONSOLIDATED WATER DISTRICT OF THE TOWN OF NEWBURGH IS A TYPE I ACTION AND PROVIDING FOR COORDINATED REVIEW UNDER SEQR

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

WHEREAS, the Town Board of the Town of Newburgh proposes to undertake and approve improvements to the Chadwick Lake Water Treatment Plant (WTP) in order to accommodate increased production from the Chadwick Lake water supply of the Town of Newburgh Consolidated Water District to meet water supply demands during the temporary shutdown of the New York City Delaware Aqueduct, including installation of powdered activated carbon (PAC) storage handling and feed system, installation of a temporary member filtration (MF) system, construction of a third solids handling tank and the installation of a floating decanter system in each of the solids handling tanks, all with the limits of the Chadwick Lake WTP site in the Chadwick Lake Reservoir Critical Environmental Area is the Town of Newburgh, New York (herein called the "Action"); and

WHEREAS, the Action additionally encompasses the approval of an Agreement with the New York City Department of Environmental Protection to fund the project; 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 and approve the Action.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQRA"), Part 617 of the General Regulations

adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, has determined that the Action is subject to SEQRA and is a Type I Action under SEQRA, Part 617 and/or Chapter 100;

BE IT FURTHER RESOLVED, that the following agencies identified by the EAF, using all due diligence, are involved agencies for the Action:

New York City Department of Environmental Protection;

New York State Department of Health; and

Orange County Department of Health

and;

BE IT FURTHER RESOLVED, that the Town Board hereby directs that a Lead Agency coordination letter be circulated among involved agencies, if any, 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 SEQR and Part 617, and that copies of the EAF also be forwarded to interested agencies, if any, for review and comment.

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

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

The resolution was thereupon declared duly adopted.

MT

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part I is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Chadwick Lake Water Treatment Plant Improvements		
Project Location (describe, and attach a general location map): Town of Newburgh Water Supply Chadwick Lake Water Treatment Plant, 343 Route 32, Newburgh, NY 12550. See attached site location map.		
Brief Description of Proposed Action (include purpose or need): The Town of Newburgh (Town) owns and operates the Chadwick Lake Water Treatment Plant (WTP) to process water from their Chadwick Lake water supply. The Town also treats water from the New York City Department of Environmental Protection's (DEP) Delaware Aqueduct at a second WTP. DEP is planning to temporarily shutdown the Delaware Aqueduct in 2022 to allow for its repair and maintenance. During this shutdown, the Town will need to increase production from Chadwick Lake to meet water supply demands. The Chadwick Lake WTP has a capacity of 2.4 million gallons per day (MGD) and the average water demand during the shutdown is projected to be 3.1 MGD. Improvements to the WTP are needed to accommodate the increased water demand from Chadwick Lake. Proposed improvements at the Chadwick Lake WTP include the following: installation of powdered activated carbon (PAC) storage, handling and feed system; installation of a temporary membrane filtration (MF) system; construction of a third solid handling tank; and the installation of a floating decanter system in each of the existing solids handling tanks. All construction activities would occur within the limits of the Chadwick Lake WTP site. Minor grading would be needed to provide a level surface for the third solids tank and the MF system. The proposed project will allow the Town to meet water demand during the Aqueduct shutdown in 2022.		
Name of Applicant/Sponsor: Town of Newburgh Town Board	Telephone: 845-564-4552	
	E-Mail: supervisor@townofnewburgh.org	
Address: 1496 Route 300		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): James W. Osborne, Town of Newburgh Engineer	Telephone: 845-564-7814	
	E-Mail: engineering@townofnewburgh.org	
Address: 1496 Route 300		
City/PO: Newburgh	State: NY	Zip Code: 12550
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Approval of Funding	
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town of Newburgh: Floodplain Development, Clearing and Grading, Building	
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Orange County DOH: Approval of Plans and Completed Works for Water Supply	
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SEQR Environmental Review; NYSDOH: Approval of Plans, Approval of Completed Works	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

The Chadwick WTP is located within Chadwick Lake Park, an area in the Town of Newburgh devoted to open space. As part of the Town of Newburgh Comprehensive Plan (2005), the Town plans to preserve these areas and create new public recreation resources, such as a network of nature trails.

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Reservoir Residence (RR)

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site?

C.4. Existing community services.

a. In what school district is the project site located? Newburgh

b. What police or other public protection forces serve the project site?
Town of Newburgh Police Department

c. Which fire protection and emergency medical services serve the project site?
Cronomer Valley Fire District, Town of Newburgh Emergency Medical Services

d. What parks serve the project site?
Chadwick Lake Town Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Municipal utility improvements

b. a. Total acreage of the site of the proposed action? 2.4 acres
b. Total acreage to be physically disturbed? 0.28 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 411 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 12 Units: Acres

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed?
iv. Minimum and maximum proposed lot sizes? Minimum Maximum

e. Will proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: 12-15 months
ii. If Yes:
• Total number of phases anticipated
• Anticipated commencement date of phase 1 (including demolition) month year
• Anticipated completion date of final phase month year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

f. Does the project include new residential uses? Yes No

If Yes, show numbers of units proposed.

One Family Two Family Three Family Multiple Family (four or more)

Initial Phase _____
At completion _____
of all phases _____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No

If Yes,
i. Total number of structures 1
ii. Dimensions (in feet) of largest proposed structure: 14.75 height; 25 width; and 50 length
iii. Approximate extent of building space to be heated or cooled: 1,250 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No

If Yes,
i. Purpose of the impoundment: Additional settling solids holding tank
ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source.

Filter backwash

iv. Approximate size of the proposed impoundment. Volume: 0.103 million gallons; surface area: 0.03 acres
v. Dimensions of the proposed dam or impounding structure: 14.75 height; 50 length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

Concrete basin

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:
i. What is the purpose of the excavation or dredging? Construction of settling solids holding tank

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): 1,000 cubic yards
- Over what duration of time? Excavation would occur over a period of approximately 1 week

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

Non-native material that has been previously excavated and potential shale. Excavated material for the new settling solids holding tank would be properly disposed of as necessary.

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
If yes, describe. Excavation material for the new settling solids holding tank would be properly disposed. Dewatering would be provided if required.

v. What is the total area to be dredged or excavated? 0.03 acres

vi. What is the maximum area to be worked at any one time? 0.03 acres

vii. What would be the maximum depth of excavation or dredging? 17 feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

Minor grading in vicinity of the proposed excavation.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No

If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments?

If Yes, describe:

Yes No

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?

If Yes:

Yes No

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water?

If Yes:

Yes No

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

If Yes:

Yes No

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project?

If Yes:

Yes No

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

If Yes:

Yes No

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes?

If Yes:

Yes No

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities?

If Yes:

Yes No

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

- Do existing sewer lines serve the project site? Yes No
- Will line extension within an existing district be necessary to serve the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

- iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

- v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

- vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

- e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No

If Yes:

- i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

- ii. Describe types of new point sources. _____

- iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____

- Will stormwater runoff flow to adjacent properties? Yes No

- iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

- f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No

If Yes, identify:

- i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Standard construction vehicles, diesel trucks, excavator

- ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

N/A

- iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

N/A

- g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No

If Yes:

- i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No

- ii. In addition to emissions as calculated in the application, the project will generate:

- _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
- _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
- _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
- _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
- _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

- i. Estimate methane generation in tons/year (metric): _____
- ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

- i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____
- ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____
- iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
- iv. Does the proposed action include any shared use parking? Yes No
- v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

- i. Estimate annual electricity demand during operation of the proposed action: _____
- ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
- iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____ 7:00 AM - 6:00 PM
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

Yes No

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both?

If yes:
i. Provide details including sources, time of day and duration:

Noise levels will temporarily increase during construction from the use of construction equipment. However, proposed activities would occur within the 7:00 AM to 6:00 PM work window for approx. 13-15 months. All proposed activities would be completed in accordance with applicable permits and approvals.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
Describe: _____

Yes No

n. Will the proposed action have outdoor lighting?

If yes:
i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Outdoor lighting would be installed in vicinity of new settled solids holding tank to provide adequate lighting in area surrounding proposed tank and trailer along existing plant access road. Height of fixtures would be consistent with current operations.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
Describe: _____

Yes No

o. Does the proposed action have the potential to produce odors for more than one hour per day?
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

Yes No

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage?

If Yes:
i. Product(s) to be stored _____
ii. Volume(s) _____ per unit time _____ (e.g., month, year)
iii. Generally describe proposed storage facilities: _____

Yes No

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation?

If Yes:
i. Describe proposed treatment(s): _____

Yes No

ii. Will the proposed action use Integrated Pest Management Practices?
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

Yes No

If Yes:
i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

ii. Yes: No: **Yes** **No**

- i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
- ii. Anticipated rate of disposal/processing:
 - _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 - _____ Tons/hour, if combustion or thermal treatment
- iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:
i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____
If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

- a. Existing land uses.
 - i. Check all uses that occur on, adjoining and near the project site.
 - Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 - Forest Agriculture Aquatic Other (specify): Community Services
 - ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.3	1.33	+ 0.03
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: <u>Grass/mowed, maintained lawn</u>	1.4	1.37	- 0.03

c. Is the project site presently used by members of the community for public recreation? Yes No

i. If Yes: explain: site is located within Chadwick Lake Park, an area in the Town of Newburgh devoted to open space.

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No

If Yes,

i. Identify Facilities:

e. Does the project site contain an existing dam? Yes No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: 37 feet
- Dam length: 510 (175 feet - spillway) feet
- Surface area: 207 acres
- Volume impounded: 1881 acre-feet gallons OR acre-feet

ii. Dam's existing hazard classification: Class C (High Hazard)

iii. Provide date and summarize results of last inspection:

September, 2018. Dam reported in good to fair condition

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No

If Yes:

i. Has the facility been formally closed? Yes No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No

Remediation database? Check all that apply:

Yes - Spills Incidents database

Provide DEC ID number(s): 0704867

Yes - Environmental Site Remediation database

Provide DEC ID number(s): _____

Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

Spill report closed on 12/2/2008, all bulk storage has been closed/removed from the site.

- v. Is the project site subject to an institutional control limiting property uses? Yes No
- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ > 6.6 feet

b. Are there bedrock outcroppings on the project site?
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ % Yes No

c. Predominant soil type(s) present on project site:

Mardin gravelly silt loam		54 %
Wayland soils complex, non-calc		45 %
_____		%

d. What is the average depth to the water table on the project site? Average: _____ 1.5 feet

e. Drainage status of project site soils:

<input type="checkbox"/> Well Drained:		% of site
<input checked="" type="checkbox"/> Moderately Well Drained:		55 % of site
<input checked="" type="checkbox"/> Poorly Drained		45 % of site

f. Approximate proportion of proposed action site with slopes:

<input checked="" type="checkbox"/> 0-10%:		100 % of site
<input type="checkbox"/> 10-15%:		% of site
<input type="checkbox"/> 15% or greater:		% of site

g. Are there any unique geologic features on the project site?
 If Yes, describe: _____ Yes No

h. Surface water features.
 i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

• Streams:	Name Quassaic Creek	Classification C
• Lakes or Ponds:	Name Chadwick Lake	Classification A
• Wetlands:	Name _____	Approximate Size _____
• Wetland No. (if regulated by DEC)	_____	

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site:

<u>White-tailed deer, gray squirrel</u>	<u>Canada goose, mallard, red-tailed hawk</u>	<u>Garter snake, red-backed salamander,</u>
<u>woodchuck, muskrat, raccoon,</u>	<u>robin, northern mockingbird,</u>	<u>painted turtle, snapping turtle</u>
<u>striped skunk</u>	<u>European starling, house sparrow</u>	

n. Does the project site contain a designated significant natural community? Yes No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____
 Chadwick Lake is used for fishing, however, the proposed project would be confined to the existing WTP will not affect current uses.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No

If Yes:

i. Nature of the natural landmark: Biological Community Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No

If Yes:

i. CEA name: Chadwick Lake Reservoir

ii. Basis for designation: Development threat to public health

iii. Designating agency and date: Agency: Newburgh, Town of, Date: 5-21-87

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: Newburgh Beacon Bridge, NYS Route 9W, Hudson River, Chadwick Lake Reservoir

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic byway, scenic road, scenic river, critical environmental area

iii. Distance between project and resource: _____ 0.4 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

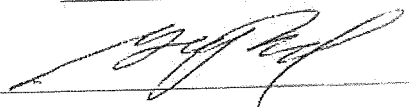
Attach any additional information which may be needed to clarify your project.

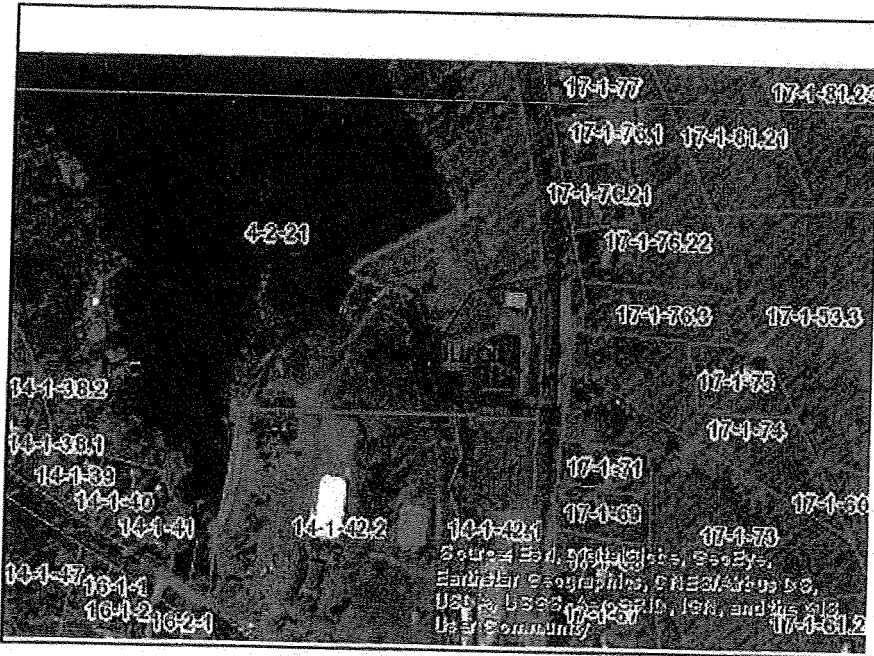
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

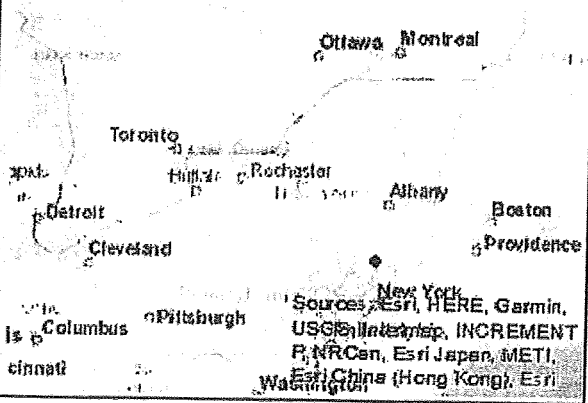
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name GIL PIAGUADIO Date 15 JAN 2019

Signature  Title SUPERVISOR



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	Yes
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No

E.3.a. [Agricultural District]	NO
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	Yes
E.3.d [Critical Environmental Area - Name]	Chadwick Lake Reservoir
E.3.d.ii [Critical Environmental Area - Reason]	Development threat to public health
E.3.d.iii [Critical Environmental Area – Date and Agency]	Agency:Newburgh, Town of, Date:5-21-87
E.3.e. [National Register of Historic Places]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
 Project: _____
 Date: _____

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land

Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)

NO

YES

If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
 If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
 If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____

6. Impacts on Air
 The proposed action may include a state regulated air emission source. NO YES
 (See Part 1. D.2.f., D.2.h, D.2.g)
 If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals
 The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) NO YES
 If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources
 The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources
 The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

KALA

Karen Arent Landscape Architect

Memorandum

To: Supervisor Gil Piaquadio and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: January 8, 2019

Subject: McDonald's Landscape Cost Estimate

Town Project Number: 2017-27

Cc: Pat Hines, Chairman John Ewasutyn and the Town of Newburgh Planning Board,
Bohler Engineering, Warren, NJ, Michael Donnelly

COMMENTS:

The landscape cost estimate for McDonald's was reviewed. Unit costs for plant materials are reasonable. I recommend that the board approve a landscape security in the amount of \$65,330. The landscape inspection for this project should be \$3,000.



BOHLER ENGINEERING

BONDING ESTIMATE
for
McDonald's USA, LLC
Town of Newburgh, Orange County, New York
1/7/2019
BENJ #: J110599

Prepared by:
BOHLER ENGINEERING
35 Technology Drive, Warren, NJ 07059

Prepared By: ATK
Checked By: AJL

LANDSCAPING

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Mulch	54	CY	\$ 60.00	\$3,240.00
Shade Tree, (2 1/2" - 3" caliper)	28	EA	\$ 570.00	\$15,960.00
Ornamental Tree (2" - 2 1/2" caliper)	8	EA	\$ 450.00	\$3,600.00
Evergreen Shrubs (24" - 30")	327	EA	\$ 96.00	\$31,392.00
Deciduous Shrubs (18" - 24")	55	EA	\$ 70.00	\$3,850.00
Perennials	225	GAL	\$ 20.00	\$4,500.00
Ornamental grasses	82	GAL	\$ 34.00	\$2,788.00
			<u>Subtotal</u>	<u>\$65,330.00</u>
			TOTAL:	\$65,330.00

NOTE:

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans entitled "Preliminary & Final Site Plan for Proposed McDonald's Restaurant with Drive-Thru" as prepared by Bohler Engineering NJ, LLC dated 08/15/2017, last revised 09/27/18, and based on unit costs provided by the Town of Newburgh.

2.) The unit pricing included herein is based on available pricing indices and/or this firm's historical experience of general unit prices for the area, and it should be considered only approximate. When used for budgeting or other purposes, values indicated may need to be adjusted based on current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
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11B

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

7 January 2019

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: JAMES OSBORNE, TOWN ENGINEER
SUBJECT: MCDONALDS – ROUTE 32 (17-26)
AMENDED SITE PLAN
STORMWATER MANAGEMENT EROSION AND SEDIMENT CONTROL

Dear Mr. Osborne:

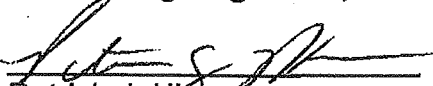
This office has reviewed a cost estimate prepared by Bohler Engineering for the storm drainage improvements and soil erosion and sediment control depicted on plans last revised 27 September 2018. The unit costs are based on costs provided to the Applicant's representative by MH&E.

Based on the above this office takes no exception to the Town Board accepting security in the amount of \$79,300.00 for the soil erosion and sediment control and stormwater management on the subject property. A copy of the bond estimate prepared by Bohler Engineering is attached for your use. An inspection fee consistent with the Town of Newburgh's fee schedule should also be posted.

Please feel free to contact the undersigned should you require any additional information regarding this matter.

Very Truly Yours,

**McGoey, Hauser & Edsall
Consulting Engineers, D.P.C**


Patrick J. Hines
Principal



BOHLER ENGINEERING

BONDING ESTIMATE

for

McDonald's USA, LLC

Town of Newburgh, Orange County, New York

1/7/2019

BENJ #: J110599

Prepared by:

BOHLER ENGINEERING

35 Technology Drive, Warren, NJ 07059

Prepared By: ATK
Checked By: AJL

STORM DRAINAGE		QUANTITY	UNIT	UNIT COST	TOTAL COST
12" HDPE	(0-8' deep)	70	LF	\$ 50.00	\$3,500.00
15" RCP	(8'-12' deep)	450	LF	\$ 71.00	\$31,950.00
18" RCP	(8'-12' deep)	90	LF	\$ 80.00	\$7,200.00
18" Flared End Section		1	EA	\$ 640.00	\$640.00
Manholes	(0-8' deep)	1	EA	\$ 4,720.00	\$4,720.00
B Inlets	(0-8' deep)	2	EA	\$ 4,250.00	\$8,500.00
E Inlet	(0-8' deep)	3	EA	\$ 4,250.00	\$12,750.00
Subtotal					\$69,260.00
SOIL EROSION & SED. CONTROL		QUANTITY	UNIT	UNIT COST	TOTAL COST
Disturbance		1.7	Per Acre	\$ 3,500.00	\$5,950.00
Silt Fence		617	LF	\$ 2.40	\$1,480.80
Tree Protection Fence		42	LF	\$ 3.60	\$151.20
Inlet Protection		7	EA	\$ 120.00	\$840.00
Tracking Pad		1	EA	\$ 1,600.00	\$1,600.00
Subtotal					\$10,022.00
TOTAL:					\$79,282.00

NOTE:

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans entitled "Preliminary & Final Site Plan for Proposed McDonald's Restaurant with Drive-Thru" as prepared by Bohler Engineering NJ, LLC dated 08/15/2017, last revised 09/27/18, and based on unit costs provided by the Town of Newburgh.

2.) The unit pricing included herein is based on available pricing indices and/or this firm's historical experience of general unit prices for the area, and it should be considered only approximate. When used for budgeting or other purposes, values indicated may need to be adjusted based on current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.

111 (add'l material)

Town of Newburgh

Section 76, Block 1, Lot 1.1

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this ____ day of _____, 2019 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and Lake Creek Properties, LLC (75% owner) and Lingo Associates, LLC (25% owner), having an address at 5 Brewster Street, #368, Glen Cove, NY 11542 (the "Facility Owners").

Whereas, the Municipality and the Facility Owners want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, the Facility Owners are the owners of certain real property in the Town of Newburgh consisting of approximately +/- 2.791 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owners desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owners agree as follows:

1. This agreement binds the Municipality and the Facility Owners, their successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
2. The Facility Owners shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as McDonald's on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.
3. The Facility Owners shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owners shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.
5. The Facility Owners shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owners under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.
6. The Facility Owners shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.
7. The Facility Owners shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).
8. This agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.
9. If ever the Municipality determines that the Facility Owners have failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owners shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.
10. This agreement is effective _____, 2019.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF NEWBURGH

By: _____
Gilbert J. Piaquadio, Supervisor

LAKE CREEK PROPERTIES, LLC

By: _____
Printed Name: Christoph Cushman
Title: Authorized Signatory

LINGO ASSOCIATES, LLC

By: _____
Printed Name: Christoph Cushman
Title: Authorized Signatory

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

On the _____ day of _____, in the year 2019 before me, the undersigned, personally appeared **GILBERT J. PIAQUADIO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

STATE OF New York _____
) SS.
COUNTY OF Nassau _____

On the 2nd day of January, in the year 2019 before me, the undersigned, personally appeared **Christoph Cushman** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Jeffrey R. Buchelt
Notary Public - State of New York
No. 01BU6339994
Qualified in Nassau County
My Commission Expires 04/11/2020

SCHEDULE "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, BOUNDED AND DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT, MARKED BY AN IRON ROD, AT THE INTERSECTION OF THE WESTERLY LINE OF ROUTE #32 AND THE APPROXIMATE CENTER OF THE PAVEMENT IN GARDNERTOWN ROAD;

THENCE NORTH $32^{\circ} 44' 37''$ WEST 235.69 FEET ALONG THE WESTERLY LINE OF ROUTE #32 AND ALONG THE REMAINS OF A STONE WALL, TO AN ANGLE POINT, MARKED BY AN IRON PIPE;

THENCE NORTH $30^{\circ} 25' 45''$ WEST 56.18 FEET ALONG THE WESTERLY LINE OF ROUTE #32 AND LONG THE REMAINS OF A STONE WALL TO A POINT, MARKED BY AN IRON PIPE, AT LEASED LANDS OF THE AMERICAN OIL CO.;

THENCE SOUTH $59^{\circ} 34' 15''$ WEST 90.00 FEET ALONG SAID LANDS OF THE AMERICAN OIL CO. TO A POINT MARKED BY AN IRON PIPE;

THENCE NORTH $38^{\circ} 32' 25''$ WEST 110.02 FEET ALONG SAID LANDS OF THE AMERICAN OIL CO. TO A POINT, MARKED BY AN IRON ROD, IN THE NORTHERLY SIDE OF THE PAVEMENT IN GIDNEY AVENUE; THENCE FOLLOWING FIVE COURSES AND DISTANCES ALONG THE PAVEMENT IN GIDNEY AVENUE:

(1) SOUTH $35^{\circ} 22' 21''$ WEST 32.68 FEET TO A POINT MARKED BY AN IRON ROD; THENCE

(2) SOUTH $17^{\circ} 24' 30''$ WEST 228.59 FEET TO A POINT MARKED BY AN IRON ROD; THENCE

(3) SOUTH $23^{\circ} 34' 30''$ WEST 174.30 FEET TO A POINT MARKED BY AN IRON ROD; THENCE

(4) SOUTH $30^{\circ} 02' 39''$ WEST 105.90 FEET TO A POINT MARKED BY AN IRON PIPE; THENCE

(5) SOUTH $37^{\circ} 16' 42''$ WEST 80.00 FEET TO A POINT MARKED BY AN IRON ROD, AT THE INTERSECTION OF GARDNERTOWN ROAD;

THENCE NORTH $62^{\circ} 14' 54''$ EAST 173.40 FEET ALONG THE SOUTHERLY SIDE OF THE PAVEMENT IN GARDNERTOWN ROAD TO A POINT, MARKED BY AN IRON ROD;

THENCE NORTH $66^{\circ} 16' 42''$ EAST 192.84 FEET ALONG THE PAVEMENT IN GARDNERTOWN ROAD TO A POINT, MARKED BY AN IRON ROD;

THENCE NORTH $63^{\circ} 36' 55''$ EAST 257.38 FEET ALONG THE PAVEMENT IN GARDNERTOWN ROAD TO THE POINT OR PLACE OF BEGINNING.



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 (2015, 2016, 2017 AND
2018);
MEADOW HILL REALTY, LLC (ROUTE 300)
OUR FILE NO. 800.24

DATE: January 11, 2019

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
Donna M. Badura
Amber L. Camio

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacchi

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Consent Order and Judgment 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.

The settlement provides for reduction in the assessed value for 2015 by \$395,300 from \$1,550,500 to \$1,155,200; for 2016 by \$416,500 from \$1,550,500 to \$1,134,000, for 2017 by \$448,500 from \$1,550,500 to \$1,102,000 and by \$428,500 for 2018 from \$1,550,500 to \$1,122,000. The consent Order and Judgment specifies that the provisions of RPTL Section 727 applies, meaning that the 3 year hold on Assessed Value, subject to the statutory exceptions and on further petitions will be in place. The charts indicate that the refund liability for the Town (including Highway but not including special districts and the Fire District) for the reductions would be approximately \$23,931.87 versus claimed liability of \$78,989.58.

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

cc: Hon. Andrew J. Zarutskie, Town Clerk
Lori Coady, Assessor (via e-mail)
Deborah Smith, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)

January 11, 2019

VIA E-MAIL - mtaylor@riderweiner.com

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

RE: Meadow Hill Realty, LLC v. Town of Newburgh
Index Nos. 005589-2015, 004827-2016, EF005782-2017, EF007616-2018
Our File No. 5018. 127

Dear Mark:

Attached please find the proposed Consent Order and Judgment in reference to the above-entitled proceedings. There are currently four (4) years pending for this property which is an office building and retail strip mall located at 1418 Route 300. Trial-ready appraisals were exchanged and the Court set a trial date of March 14, 2019. After reviewing the appraisal reports, taking into account the vacancies and issues with the strip mall (poor visibility from the road, limited parking in the front of the stores with the majority of the parking in the rear) and the cost of a trial, this settlement was negotiated. Lori Coady and I feel that it is a fair settlement.

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Please advise me once the Resolution passes and I will sign the original Stipulation of Settlement and forward it to the petitioner's attorney for submission to the Judge.

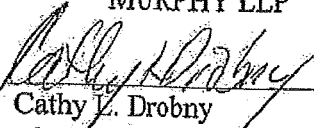
I have also attached for your review a copy of the refund liability chart which shows the potential liability versus the proposed settlement refund liability.

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By:


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

CLD:kah

Attachments

cc: Lori Coady, Assessor
Gilbert Piaquadio, Supervisor

STATE OF NEW YORK
SUPREME COURT

COUNTY OF ORANGE

In the Matter of the Application of:

MEADOW HILL REALTY, LLC,

Petitioner,

-against-

THE ASSESSOR, THE BOARD OF
ASSESSORS AND THE BOARD OF
ASSESSMENT REVIEW OF THE
TOWN OF NEWBURGH AND THE
TOWN OF NEWBURGH,

Respondents.

-and-

NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Intervenor-Respondent.

**CONSENT ORDER
AND JUDGMENT**

Index Nos. 005589-2015
004827-2016; EF005782-2017
& EF007616-2018

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

1. These special proceedings shall be joined for a single disposition pursuant to RPTL §710 on consent of counsel.
2. The 2015, 2016, 2017 and 2018 final assessments on the petitioner's subject property were fixed by the Assessor of the Town of Newburgh as follows:

Year	Tax Map No.	Property Location	Property Assessed Value
2015	60-3-51.1	1418 Route 300	\$1,550,500

2016	60-3-51.1	1418 Route 300	\$1,550,500
2017	60-3-51.1	1418 Route 300	\$1,550,500
2018	60-3-51.1	1418 Route 300	\$1,550,500

3. The 2015, 2016, 2017 and 2018 final assessments on the petitioner's real property shall be corrected, reduced and revised in the following manner:

Year	Tax Map No.	Original Assessment	Revised Assessment	Reduction
2015	60-3-51.1	\$1,550,500	\$1,155,200	(\$395,300)
2016	60-3-51.1	\$1,550,500	\$1,134,000	(\$416,500)
2017	60-3-51.1	\$1,550,500	\$1,102,000	(\$448,500)
2018	60-3-51.1	\$1,550,500	\$1,122,000	(\$428,500)

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

6. The Town of Newburgh, the Newburgh Enlarged City School District, the County of Orange and any special district for which taxes are levied based on the assessments made subject to this agreement, shall forthwith audit, pay and refund to petitioner principal amounts of excess taxes paid by petitioner, all refund drafts being payable to "RAMETTA & RAMETTA, LLC, AS ATTORNEYS FOR PETITIONER," and said refunds should be tendered to Rametta & Rametta, LLC, 30 Matthews Street, Suite 104, Goshen, New York 10924. Said refunds shall be for repayment of excess principal taxes paid and shall be made in accordance with local refunding procedures established and provided for such cases. Petitioner waives statutory interest from all refunds paid by the Town, County and School District if paid within sixty (60) days of service of this Consent Order and Judgment with Notice of Entry thereon.

7. If applicable, corrected or amended property tax bills shall be furnished to petitioner by the Town of Newburgh, the County of Orange and the Newburgh Enlarged City School District

for any subsequent tax billing date for which amended tax bills are in order consistent with the terms and conditions of this agreement.

8. The judicial proceedings as to the assessed values of the subject property in dispute for 2015, 2016, 2017 and 2018 are being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceedings entitled above.

9. RPTL §727 shall apply. Acknowledging the applicability of RPTL §727, the petitioner agrees not to file judicial Petitions challenging the assessments of the subject property in 2019, 2020 and 2021 and also not to file any administrative grievances with the Board of Assessment Review as long as the assessed valuations of the subject property as agreed to for 2015, 2016, 2017 and 2018 are not changed for 2019, 2020 and 2021, subject to the exceptions as set forth in RPTL §727.

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

DATED: _____, 2018

Cathy L. Drobny, Esq.
E. Stewart Jones Hacker Murphy LLP
Attorneys for Respondents
7 Airport Park Boulevard
Latham, New York 12110
Tel: (518) 274-5820

DATED:

1/2/2019
~~2018~~



Robert M. Rametta, Esq.
Rametta & Rametta, LLC
Attorneys for Petitioner
30 Matthews Street, Suite 104
Goshen, New York 10924
Tel: (845) 294-8072

DATED: _____, 2018

Marc E. Sharff, Esq.
Shaw, Perelson, May & Lambert, LLP
*Attorneys for Intervenor-Respondent, Newburgh
Enlarged City School District*
115 Stevens Avenue
Valhalla, New York 10595
Tel: (914) 741-9870

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

DATED: _____, 2018
AT: _____, New York.

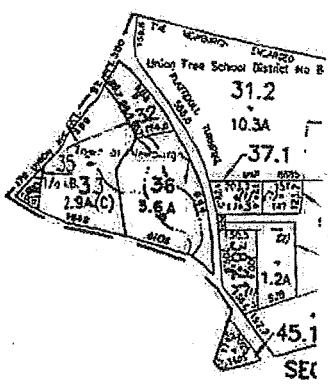
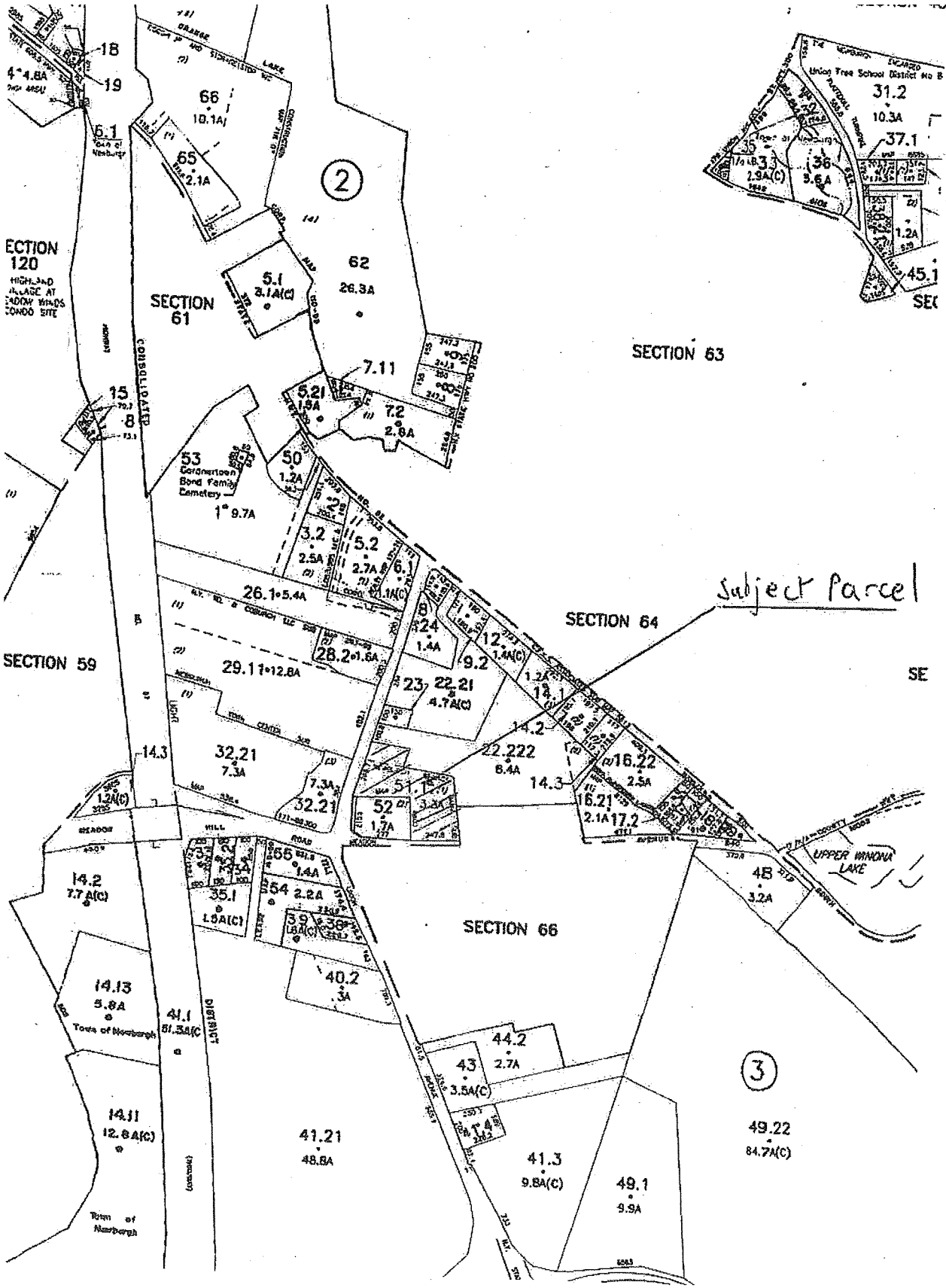
Hon. Catherine M. Bartlett

Meadow Hill Realty v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2015	60-3-51.1	\$ 1,550,500	\$ 155,050	38.00%	\$ 4,080,263	\$ 408,026	\$ 1,395,450	County	10.3172 \$ 14,397.14
								Town	9.3402 \$ 13,033.78
								Highway	4.1586 \$ 5,803.12
								Fire-OL	4.1357 \$ 5,771.16
								Sp.Dist. Library	4.681 \$ 6,532.10
2016	60-3-51.1	\$ 1,550,500	\$ 155,050	36.00%	\$ 4,306,944	\$ 430,694	\$ 1,395,450	School	73.273521 \$ 102,249.53
								County	10.7266 \$ 14,968.43
								Town	8.9568 \$ 12,498.77
								Highway	4.7918 \$ 6,886.72
								Fire-OL	4.0292 \$ 5,622.55
2017	60-3-51.1	\$ 1,550,500	\$ 155,050	34.44%	\$ 4,502,033	\$ 450,203	\$ 1,395,450	Sp.Dist. Library	4.6673 \$ 6,512.98
								Sp.Dist. Library	3.393216 \$ 4,735.06
								School	75.038340 \$ 104,712.25
								County	11.1261 \$ 15,525.92
								Town	9.2118 \$ 12,854.61
2018	60-3-51.1	\$ 1,550,500	\$ 155,050	34.00%	\$ 4,560,294	\$ 456,029	\$ 1,395,450	Highway	5.2743 \$ 7,360.02
								Fire-OL	3.9272 \$ 5,480.21
								Sp.Dist. Library	4.6515 \$ 6,490.94
								Library	3.472455 \$ 4,845.64
								School	75.922863 \$ 105,946.56
						County	11.0305 \$ 15,392.51		
						Town	9.4132 \$ 13,135.65		
						Highway	5.4584 \$ 7,616.92		
						Fire-OL	3.9814 \$ 5,555.84		
						Sp.Dist. Library	4.3375 \$ 6,052.76		
						Library	3.410414 \$ 4,759.06		
						School	73.757176 \$ 102,924.45		
						County		\$ 60,284.00	
						Town		\$ 51,522.80	
						Highway		\$ 27,466.76	
						Fire-OL		\$ 22,429.77	
						Sp. Dist.		\$ 25,588.79	
						Library		\$ 18,779.39	
						School		\$ 415,832.80	
						Total		\$ 621,904.32	

Meadow Hill Realty v Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2015	60-3-51.1	\$ 1,550,500	\$ 1,155,200	38.00%	\$ 4,080,263	\$ 3,040,000	\$ 395,300	County	10.3172 \$ 4,078.39
								Town	9.3402 \$ 3,692.18
								Highway	4.1586 \$ 1,643.89
								Fire-OL	4.1357 \$ 1,634.84
								Sp.Dist. Library	4.681 \$ 1,850.40
2016	60-3-51.1	\$ 1,550,500	\$ 1,134,000	36.00%	\$ 4,306,944	\$ 3,150,000	\$ 416,500	County	10.7266 \$ 4,467.63
								Town	8.9668 \$ 3,730.51
								Highway	4.7918 \$ 1,995.78
								Fire-OL	4.0292 \$ 1,678.16
								Sp.Dist. Library	4.6673 \$ 1,943.93
2017	60-3-51.1	\$ 1,550,500	\$ 1,102,000	34.44%	\$ 4,502,033	\$ 3,199,768	\$ 448,500	County	11.1261 \$ 4,990.06
								Town	9.2118 \$ 4,131.49
								Highway	5.2743 \$ 2,365.52
								Fire-OL	3.9272 \$ 1,761.35
								Sp.Dist. Library	4.6515 \$ 2,086.20
2018	60-3-51.1	\$ 1,550,500	\$ 1,122,000	34.00%	\$ 4,560,294	\$ 3,300,000	\$ 428,500	County	11.0305 \$ 4,726.57
								Town	9.4132 \$ 4,033.56
								Highway	5.4584 \$ 2,338.92
								Fire-OL	3.9814 \$ 1,706.03
								Sp.Dist. Library	4.3375 \$ 1,958.62
							School	3.410414 \$ 1,461.36	
							School	73.757176 \$ 31,604.95	
							COUNTY	\$ 16,262.64	
							TOWN	\$ 15,587.74	
							HIGHWAY	\$ 6,344.13	
							FIRE-OL	\$ 6,780.38	
							SP. DIST.	\$ 7,739.15	
							LIBRARY	\$ 5,689.68	
							SCHOOL	\$ 125,874.85	
							Total	\$ 186,278.56	



At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of January, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Elizabeth J. Greene, Councilwoman
Paul I. Ruggiero, Councilman
James E. Presutti, Councilman
Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #60-3- 51.1
MEADOW HILL REALTY, LLC
(1418 NYS ROUTE 300)
INDEX NUMBERS 2015-005589, 2016-
004827, 2017-EF005782; 2018-EF007616

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

WHEREAS, Meadow Hill 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 retail strip mall and related improvements located on a parcel of land on NYS Route 300 (Section 60-Block 3-Lot 51.1) on the tax assessment roll for the tax years 2015, 2016, 2017 and 2018; and

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

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

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

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

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

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

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

The resolution was thereupon declared duly adopted.



Attorney-Client privileged
MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2018);
NESS GROUP LLC (254 ROUTE 17K)
OUR FILE NO. 800.24

DATE: January 14, 2019

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
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M. J. Rider
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COUNSEL
Stephen P. Duggan, III
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OF COUNSEL
Craig F. Simon
Irene V. Villacci

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy regarding the above referenced proposed settlement, a proposed Consent Judgment and a chart showing the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement of the above referenced real property tax assessment appeal. The claimed and settled amounts are the same, both equating to a fair market value above the arm's length purchase price paid in July, 2018. Also enclosed is a map showing the location of the tax parcel which is the subject of the proceedings.

The settlement provides for reduction in the assessed value for 2018 by \$107,000 from \$770,000 to \$663,000. The Consent Judgment specifies that the provisions of RPTL Section 727 applies, meaning that the 3 year hold on Assessed Value, subject to the statutory exceptions and on further petitions will be in place. The charts indicate that the refund liability for the Town (including Highway but not including special districts and the Fire District) for the reductions would be approximately \$1,591.26.

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

cc: Hon. Andrew J. Zarutskie, Town Clerk
Lori Coady, Assessor (via e-mail)
Deborah Smith, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Cathy L. Drobny, Esq. (via e-mail)



E. STEWART
Jones Hacker Murphy L.L.P.
ATTORNEYS & COUNSELORS AT LAW

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

7 AIRPORT PARK BOULEVARD
LATHAM, NY 12110
PHONE: (518) 783-3843
FAX: (518) 783-8101

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

www.joneshacker.com

PLEASE REPLY TO:

Latham

January 11, 2019

VIA E-MAIL - mtaylor@riderweiner.com

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

Re: Ness Group LLC v. Town of Newburgh
Index No. EF008076-2018
Our File No. 5018.156

Dear Mr. Taylor:

Attached please find the proposed Consent Judgment relative to the above-referenced proceeding. There is currently one (1) year pending on this property which is a commercial building located at 254 Route 17K (tax map no. 86-1-86). The 2018 FMV of the property is \$2,264,700. The property sold in July 2018 for \$1,900,000. After review of the contract of sale, closing statement of sale and the rent roll, this settlement was negotiated. The sale appears to be an arm's length transaction, a sale between a willing seller and a willing buyer, which is often one of the best indications of value. The proposed settlement reduces the FMV to \$1,950,000.¹ The \$1,950,000 FMV value will be held for the statutory three (3) year freeze in 2019, 2020 and 2021, subject to the exceptions. Lori Coady and I feel that this is a fair settlement.

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

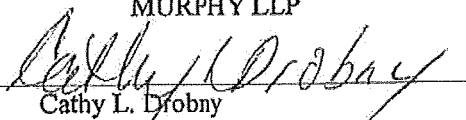
I have attached for your review a copy of the refund liability chart.

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By:


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

CLD:kah

Attachments

cc: Lori Coady, Assessor
Gilbert Piaquadio, Supervisor

¹ The petitioner requested a reduction to \$1,950,000 on the BOAR grievance and the Petition. Pursuant to Real Property Tax Law, the reduction in the value of the property cannot be lower than the value requested on the BOAR.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

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

NESS GROUP LLC,

Petitioner,

For a Judicial Review under Article 7 of the Real Property
Tax Law of Real Property Tax Assessments,

-against-

THE TOWN OF NEWBURGH, THE BOARD OF
ASSESSMENT REVIEW and THE ASSESSOR
OF THE TOWN OF NEWBURGH,

Respondents.
-----X

CONSENT JUDGMENT

INDEX NO. EF008076-2018

ASSIGNED JUDGE:
Honorable Catherine M. Bartlett

The above petitioner having heretofore served and filed a Notice and Verified Petition to review the tax assessment fixed by the Town of Newburgh for the assessment rolls of 2018 upon certain real property located in the Town of Newburgh, Orange County, New York and designated on the Official Assessment Map of the Town of Newburgh as Tax Id: 86-1-86 (254 Route 17K); and

The petitioner having appeared by Jeffrey Rothschild, Esq. of the law firm of Cappillino & Rothschild LLP, the respondents having appeared by Cathy L. Drobny, Esq. of the law firm of E. Stewart Jones Hacker Murphy LLP attorney for the Town of Newburgh, and the parties having made their settlement, it is hereby

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ORDERED, that the assessments on the property referred to herein, be and the same is hereby reduced, corrected, and fixed for the 2018 assessment rolls as follows:

DESCRIPTION (Tax ID): 86-1-86 (254 Route 17K)

<u>Assessment Roll</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
2018	\$770,000.00	\$663,000.00	\$107,000.00

and it is further

ORDERED, ADJUDGED AND DECREED, that pursuant to §727 of the Real Property Tax Law of the State of New York ("RPTL"), the assessment of \$663,000.00 for Tax Id: 86-1-86 (254 Route 17K) shall not be changed for the next three succeeding assessment rolls except for the reasons set forth in §727(2) of the RPTL and no petition for review of the assessment shall be filed for the next three succeeding assessment rolls pursuant to the terms of §727(3) of the RPTL, and it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment roll upon which the above-mentioned assessment and any taxes levied thereon are entered shall correct the said entry in conformity with this Order and shall note upon the margin of said roll, opposite of said entry, that the same have been corrected by the authority of this Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Orange County Commissioner of Finance or the Town of Newburgh Tax Id: 86-1-86 (254 Route 17K), the amount of Town, Special District and any other ad valorem taxes paid by the petitioner as taxes against the said erroneous assessment in the excess of what the taxes would have been had the said assessment made in the aforesaid year been determined by this Order, together with interest

thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provisions herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry, and it is further,

ORDERED AND DIRECTED, that the Commissioner of Finance of the County of Orange, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioner the amount of County taxes paid by the petitioner as taxes against the erroneous assessment in excess of what the taxes would have been had the assessment been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute; provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixth (60) days from the date of service of this Order upon the Commissioner of Finance with notice of entry, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioner by the Valley Central School District, for the Tax Id: 86-1-86 (254 Route 17K, the amount of school taxes, and library taxes if applicable, paid by the petitioner as taxes against the said erroneous assessment in excess of what the taxes would have been had the said assessment made in the aforesaid year been determined by this Order, together with interest from the date of payment thereof as provided by the statute, provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of the Order with notice of entry, and it is further

ORDERED AND DIRECTED, that the Fire District or the Orange County Commissioner of Finance, County of Orange, State of New York, be and is hereby directed and

authorized to audit, allow and pay to the petitioner where applicable, the amounts, if any, of County taxes and ad valorem Special District Taxes, if any, paid by the petitioner as taxes against the erroneous assessment in excess of what the taxes would have been if said assessment made in the aforesaid year had been as determined by this Order, with interest pursuant to §726 of the RPTL , from the date of payment, and it is further

ORDERED AND DIRECTED, that unless paid within sixty (60) days from service of this Order and of the Audit and Demand for payment all tax refunds are to be made with statutory interest for the date the taxes indicated herein were paid, pursuant to §726 of the RPTL, and it is further

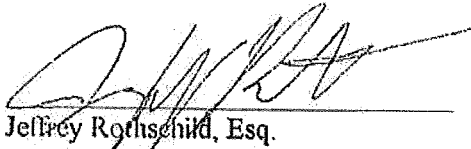
ORDERED AND DIRECTED, that all tax refunds hereinabove directed to be made by respondents, the Orange County Commissioner of Finance, Town of Newburgh, Valley Central School District and/or any of the various taxing authorities, be made by check or draft payable to the order of Ness Group LLC, and mailed to Cappillino & Rothschild LLP, P.O. Box 390 Pawling, New York 12564, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or allowances awarded to, by or against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

ORDERED, that this Order may be executed and delivered by exchange of facsimile signatures of the parties, or by exchange by e-mail of signed copies bearing the signatures of the parties. The facsimile or e-mail signatures shall be the same as original signatures in all respects, including, but not limited to, being admissible in evidence in any court.

ORDERED, that this Order may be executed in counterparts.

Signing and entry of the within
Order is hereby consented to:



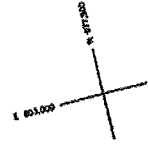
Jeffrey Rothschild, Esq.
Cappillino & Rothschild LLP
Attorneys for Petitioner
7 Broad Street
P.O. Box 390
Pawling, New York 12564
(845) 855-5444

By: _____

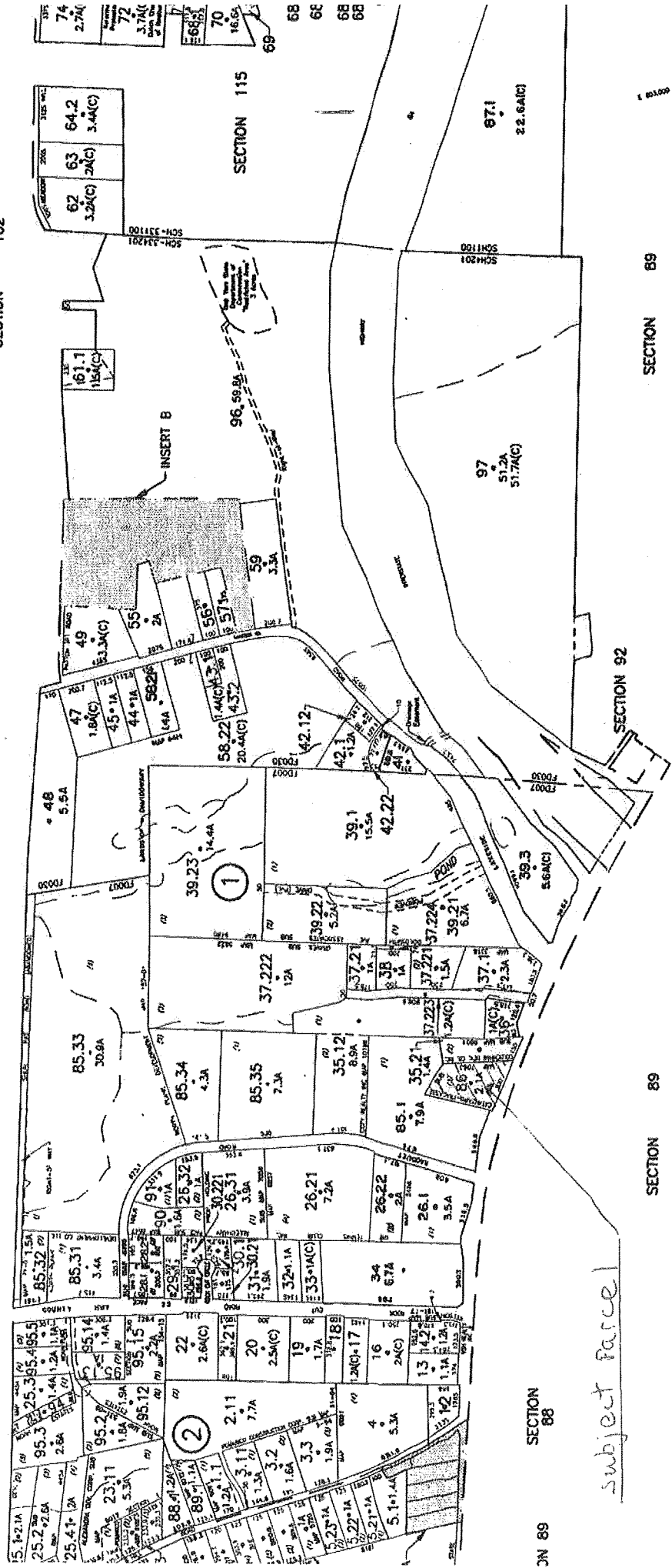
Cathy L. Drobny, Esq.
E. Stewart Jones Hacker Murphy LLP
Attorney for Respondents
1136 7 Air Port Park Boulevard
Latham, New York 12110
(518) 274-5820

SO ORDERED

HON. CATHERINE M. BARTLETT



SECTION 49 SECTION 47 SECTION 102 SECTION 55 SECTION 69



subject parcel

11

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of January, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #86-1- 86
NESS GROUP LLC
(254 NYS ROUTE 17K)
INDEX NUMBERS; 2018-EF008076

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

WHEREAS, Ness Group 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 on NYS Route 17K (Section 86-Block 1-Lot) on the tax assessment roll for the tax year 2018; and

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

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

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

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

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

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

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

The resolution was thereupon declared duly adopted.



13
TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: December 27, 2018

I am requesting authorization to use the T-94 account to pay for veterinarian services from: Newburgh Vet

Totaling: \$1945.09

Feline: \$99.75

Canine: \$1845.34

Invoice #695754 is for 1 dog & 1 puppy. "Agnes" aka "Holly" was severely beaten by her owners. Puppy was turned over to ACO. Police investigation is pending. Puppy was subsequently adopted by one of the Vets & the bill was capped at an additional \$500 after the initial \$420.28. Puppy will require future surgeries at no cost to the Town.

COPY

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
994	99.75	
Total	99.75	
Abstract #		

TERMS Net 30 Days

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/25/18	694.741			99.75
			TOTAL	99.75

CLAIMANT'S CERTIFICATION

I, Dora M. Cost certify that the above account in the amount of \$ 99.75 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

12/26/18
DATE

Dora M. Cost
SIGNATURE

Office Mgr.
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

(1)

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 11-25-18 at 2:38p
Date: 11-25-18
Account: 4417
Invoice: 694741

Date	For	Qty	Description	Price	Discount	Net Price
11-25-18	Hobbs	1	CONSULT / EXAM - Sick	68.00	34.00	34.00 **
11-25-18		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
11-25-18		1	Shelter euthanasia and body care f			68.50

31.25

Total charges, this invoice...

**Total discount included: 34.00

102.50

99.75

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

COPY

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
994	1845.34	
Total	1845.34	
Abstract #		

DEPARTMENT _____

CLAIMANT'S NAME AND ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

TERMS Net 30 Days

Invoice # _____

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/30/18	695156			191.86
2/1/18	695277			18.00
2/1/18	695278			290.00
2/7/18	695754			555.93
2/9/18	695829			109.50
2/18/18	696488			500.00
2/19/18	696523			13.32
2/21/18	696686			1166.73
			TOTAL	1845.34

CLAIMANT'S CERTIFICATION

I, Dora M. Cast certify that the above account in the amount of \$ 1845.34 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

12/26/18
DATE

Dora M. Cast
SIGNATURE

Office Mgr.
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date _____ Authorized Official _____

APPROVAL FOR PAYMENT

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

Date _____ Auditing Board _____

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

INVOICE

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 11-30-18 at 2:22p
Date: 11-30-18
Account: 19984
Invoice: 695156

Date	For	Qty Description	Price	Discount	Net Price
11-28-18	Zeus 1	1 Lyme,Hwt,Ehrlich Anaplasma 4Dx i	98.00	57.75	40.25 ** ✓
11-28-18		1 Neuter/Canine <1YR	179.50	99.75	79.75 ** ✓
11-28-18		1 -Isoflurane Gas Anesthesia			0.00
11-28-18		1 Hydromorphone 2mg/ml Inject/ml	40.50	40.50	0.00 **
11-28-18		3.50 Penicillin G Inject / ml (in hosp)	32.20	32.20	0.00 **
11-28-18		1 Vetprofen Tablets 75mg Individual	18.29	18.29	0.00 **
11-28-18		0.65 TelazolInject Control Log / ml			0.00
11-28-18		63 Doxycycline Hyclate Tablets 100m	61.65	16.29	45.36 ** ✓
11-28-18		1 Boarding Check-in			0.00
11-28-18		2 Shelter board run	53.00	26.50	26.50 ** ✓
Total charges, this invoice...					191.86
**Total discount included: 291.28					

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Zeus 1 (Weight: 70.0 lbs - 9m)	Last done
03/23 Consultation/Exam- Bi-annual	
11/19 lyme,HW,Ehrlichia Accu Plus4(A)	11-28-18
05/19 Canine Kennel Cough Vacc -1 ye	
05/19 FECAL EXAM	
07/18 CANINE RABIES / 1YEAR	
06/18 CANINE DIST/A2/PI/PARVOLEPTO1Y	

Doctor's Instructions

Neuter/Canine <1YR

Your dog has been neutered. Please watch the surgical site for swelling or redness, and give antibiotics as directed. If there are skin sutures, please make an appointment to have them removed in 10 days.

Zeus 1's weight history (in lbs)

11-28-18 70.00

Newburgh Veterinary Hospital

1716 Route 300
 1716 Route 300
 Newburgh, NY 12550
 845-564-2660
 845-564-2660

INVOICE



"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh canniee
 645 Gidney Ave
 Newburgh, NY 12550
 (845) 561-3344

Printed: 12-09-18 at 8:51a
Date: 12-01-18 at 2:53p
Account: 19984
Invoice: 695829
 895277

Date	For	Qty Description	Price	Discount	Net Price
			Price	Discount	Net Price
12-01-18	Zeus 1	11 Sildenafil Citrate 65lb	20.00	2.00	109.50
					18.00
Total charges, this invoice:..					109.50
**Total discount included: 2.00					18.00

Your invoice total reflects our 10% Stray Cat Accounts discount.
 LIKE US ON FACEBOOK.COM

GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!
 Reminders for: **Zeus 1** (Weight: 70.0 lbs - 9m) Last done

- 03/23 Consultation/Exam Biannual
- 11/19 In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.
- 05/19 Lyme HW, Ehrlichia Accu Plus4(A) 11-28-18
- 05/19 Canine Kennel Cough Vacc -1 ye
- 07/18 FECAL EXAM
- 06/18 **CANINE RABIES / 1YEAR**
- CANINE DIST/A2/PI/PARVOLEPTO1Y**

Zeus 1's weight history (in lbs)

11-28-18 70.00

LIKE US ON FACEBOOK.COM!

GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

3

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 12-01-18 at 2:54p
Date: 12-01-18
Account: 19984
Invoice: 695278

Date	For	Qty	Description	Price	Discount	Net Price
------	-----	-----	-------------	-------	----------	-----------

11-30-18	Zero 107-18	1	Weight Monitoring			0.00
11-30-18		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	98.00	49.00	49.00 ** ✓
11-30-18		0.50	-HydromorphoneInject 2mg/ml Con			0.00
11-30-18		2	Penicillin G Inject / ml (in hosp)	31.26	31.26	0.00 **
11-30-18		0.40	TelazolInject Control Log / ml			0.00
11-30-18		1	OHE Canine > 4 YRS.	319.50	219.75	99.75 ** ✓

Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for few days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.

11-30-18		1	-Isoflurane Gas Anesthesia			0.00
11-30-18		1	CONSULT / EXAM - Annual Welln	59.50	29.75	29.75 ** ✓
11-30-18		1	Pet Insurance Review			0.00

Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans

11-30-18		1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 ** ✓
11-30-18		1	Canine Dist/A2/PI/Parvo/Lepto1YR	29.50	15.00	14.50 ** ✓

Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI, the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptospirosis

11-30-18		1	Canine Respiratory Complex- Bord	35.00	21.25	13.75 ** ✓
----------	--	---	----------------------------------	-------	-------	------------

Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.

11-30-18		60	Doxycycline Hyclate Tablets 100m	59.55	16.35	43.20 ** ✓
11-30-18		1	Shelter board run	26.50	13.25	13.25 ** ✓
12-01-18		1	Elizabethan Collar	20.00	2.00	18.00 ** ✓
12-01-18		10	Vetprofen Tablets 75mg Individual	24.95	20.15	4.80 ** ✓

12-01-18

1 Noticed swell around left caudal m

0.00

Total charges, this invoice...

**Total discount included: 434.26

~~302.50~~

2500

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Zero 107-18 (Weight: 37.3 lbs - 5y)		Last done
11/19	lyme,HW,Ehrlichia Accu Plus4(A)	11-30-18
11/19	CANINE RABIES / 3 YEAR	
11/19	CanineDist/Aden/Para/Parvo/Lep	
11/19	Canine Kennel Cough Vacc -1 ye	11-30-18
11/19	CONSULT/EXAM - Annual Wellness	11-30-18
05/19	FECAL EXAM	

Doctor's Instructions

OHE Canine > 4 YRS.

Your dog has been surgically spayed. Please watch the incision site for swelling or redness, and give antibiotics as indicated. If there are skin sutures, please make an appointment to have them removed in 10 days.

Zero 107-18's weight history (in lbs)

11-30-18	37.30
11-30-18	37.30

LIKE US ON FACEBOOK.COM!

GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

ya

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 12-27-18 at 11:29a
Date: 12-07-18
Account: 19984
Invoice: 695754

Date	For	Qty	Description	Price	Discount	Net Price
12-03-18	Agnes	1	CONSULT / EXAM - Sick	68.00	36.75	31.25 **
12-03-18		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
12-03-18		1	Chemistry / CBC (SA020)	189.50	94.75	94.75 **
Chemistry panel liver						
Chemistry panel kidney						
Chemistry panel pancreas						
Veterinarian Interpretation +/- Consult						
Speciman collection						
White blood cell count						
Red blood cell count						
Packed cell volume						
Differential cytology						
12-03-18		1	Accuplex4 Lyme,HW,Ehrlichia,Ana	68.25	42.25	26.00 **
12-03-18		1	X-RAY SURVEY RADS	225.00	112.50	112.50 **
12-03-18		1	OSHA Compliance Biohazards Fee	6.60	3.30	3.30 **
12-03-18		0.90	Rimadyl Inject / ml Outpatient	28.53	14.27	14.26 **
12-03-18		0.15	Buprenorphine 0.3mg Inject/ml Hos	36.00	18.00	18.00 **
12-03-18		2	Baytril Inject / ml Outpatient	38.40	19.20	19.20 **
12-03-18		2	Shelter board medical alert k9	98.00	49.00	49.00 **
12-04-18		1	4DX Elisa Negative			0.00
12-04-18		3	Oral, Topical medication administr	19.20	9.60	9.60 **
12-05-18		1	Gabapentin 100mg Bottle (100ct) #	28.55	21.95	6.60 **
12-05-18		1	Milk Thistle 1 fl oz.(1000mg/ml) #2	20.00	8.00	12.00 **
12-05-18		20	Amoxicillin 100mg tab #250261	28.35	24.03	4.32 **
12-05-18		1	Canine Dist/Aden/Para/Parvo #1	29.50	15.00	14.50 **
Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.						
12-07-18		14	Vetprofen Tablets 25mg Individual	25.95	20.95	5.00 **
12-07-18	Bailey	1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **

12-03-18	Emma	1	X-RAY SURVEY RADS	225.00	225.00	0.00 **
12-07-18		1	Weight Monitoring			0.00
12-07-18		1	Chemistry / CBC (SA020)	189.50	94.75	94.75 **
	Chemistry panel liver					
	Chemistry panel kidney					
	Chemistry panel pancreas					
	Veterinarian Interpretation +/- Consult					
	Speciman collection					
	White blood cell count					
	Red blood cell count					
	Packed cell volume					
	Differential cytology					
12-07-18		10	Gabapentin 100mg caps (individual	10.00	5.00	5.00 **
12-07-18		10	Famotidine 10mg single tablets #2	18.45	13.45	5.00 **
12-07-18		60	Amoxicillin 500mg capsule #25035	50.55	36.15	14.40 **

UB

Total charges, this invoice...

555.93

**Total discount included: 880.40

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Agnes (Weight: 25.5 lbs - 20w)	Last done
08/23	Consultation/Exam- Bi-annual
12/19	CANINE RABIES / 3 YEAR
12/19	lyme,HW,Ehrlichia Accu Plus4(A) 12-03-18
06/19	Canine Kennel Cough Vacc -1 ye
02/19	FECAL EXAM
01/19	CANINE DIST/A2/PI/PARVOLEPTO1Y
12/18	Spay your pet at 5-6 months

Agnes's weight history (in lbs)

12-26-18	25.50
12-03-18	21.00

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In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

incorrect

90

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 12-07-18 at 6:20p
Date: 12-07-18
Account: 19984
Invoice: 695754

Date	For	Qty	Description	Price	Discount	Net Price
12-07-18	Bailey	1	CANINE RABIES / 1YEAR	33.00	16.50	16.50 **
12-03-18	Holly 118-18	1	CONSULT / EXAM - Sick	68.00	34.00	34.00 **
12-03-18		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
12-03-18		1	Chemistry / CBC (SA020)	189.50	94.75	94.75 **
	Chemistry panel liver Chemistry panel kidney Chemistry panel pancreas Veterinarian Interpretation +/- Consult Speciman collection White blood cell count Red blood cell count Packed cell volume Differential cytology					
12-03-18		1	Accuplex4 Lyme,HW,Ehrlichia,Ana	68.25	34.13	34.12 **
12-03-18		1	X-RAY SURVEY RADS	225.00	112.50	112.50 **
12-03-18		1	OSHA Compliance Biohazards Fee	6.60	3.30	3.30 **
12-03-18		0.90	Rimadyl Inject / ml Outpatient	28.53	14.27	14.26 **
12-03-18		0.15	Buprenorphine 0.3mg Inject/ml Hos	36.00	18.00	18.00 **
12-03-18		2	Baytril Inject / ml Outpatient	38.40	19.20	19.20 **
12-03-18		2	Shelter board medical alert k9	98.00	49.00	49.00 **
12-04-18		1	4DX Elisa Negative			0.00
12-04-18		3	Oral, Topical medication administr	19.20	9.60	9.60 **
12-05-18		1	Gabapentin 100mg Bottle (100ct) #	28.55	21.95	6.60 **
12-05-18		1	Milk Thistle 1 fl oz.(1000mg/ml) #25	20.00	8.00	12.00 **
12-05-18		20	Amoxicillin 100mg tab #250261	28.35	24.03	4.32 **
12-05-18		1	Canine Dist/Aden/Para/Parvo #1	29.50	14.75	14.75 **

31.25

26.00

14.50

Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe

12-03-18	Zero 107-18	1 X-RAY SURVEY RADS	225.00	225.00	0.00 **
12-07-18		1 Weight Monitoring			0.00
12-07-18		1 Chemistry / CBC (SA020)	189.50	94.75	94.75 ** ✓
	Chemistry panel liver				
	Chemistry panel kidney				
	Chemistry panel pancreas				
	Veterinarian Interpretation +/- Consult				
	Speciman collection				
	White blood cell count				
	Red blood cell count				
	Packed cell volume				
	Differential cytology				
12-07-18		10 Gabapentin 100mg caps (individual	10.00	5.00	5.00 ** ✓
12-07-18		10 Famotidine 10mg single tablets #25	18.45	13.45	5.00 ** ✓
12-07-18		60 Amoxicillin 500mg capsule #25035	50.55	36.15	14.40 ** ✓

LB

Total charges, this invoice... 567.05
 **Total discount included: 869.28

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Bailey		Last done
12/19	CANINE RABIES / 3 YEAR	
06/19	Spay your pet at 5-6 months	
06/19	Canine Kennel Cough Vacc -1 ye	
06/19	FECAL EXAM	
12/15	Consultation/Exam- Bi-annual	

Reminders for: Holly 118-18 (Weight: 21.0/lbs - 17w)		Last done
08/23	Consultation/Exam- Bi-annual	
12/19	lyme,HW,Ehrlichia Accu Plus4(A	12-03-18
06/19	Canine Kennel Cough Vacc -1 ye	
02/19	FECAL EXAM	
01/19	CANINE DIST/A2/PI/PARVOLEPTO1Y	
12/18	CANINE RABIES / 1YEAR	
12/18	Spay your pet at 5-6 months	

Reminders for: Zero 107-18 (Weight: 48.9 lbs - 5y)		Last done
11/19	lyme,HW,Ehrlichia Accu Plus4(A	11-30-18
11/19	CANINE RABIES / 3 YEAR	
11/19	CanineDist/Aden/Para/Parvo/Lep	
11/19	Canine Kennel Cough Vacc -1 ye	11-30-18
11/19	CONSULT/EXAM - Annual Wellness	11-30-18
05/19	FECAL EXAM	

Next appointment for **Holly 118-18** Qtv

Newburgh Veterinary Hospital

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845 564-2660



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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 12-09-18 at 8:51a
Date: 12-09-18
Account: 19984
Invoice: 695829

Date	For	Qty	Description	Price	Discount	Net Price
12-09-18	Zero	1	Shelter euth k9 31-65lb			109.50 ✓
Total charges, this invoice...						109.50

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Newburgh Veterinary Hospital

1716 Route 300
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845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 12-18-18 at 2:38p
Date: 12-18-18
Account: 19984
Invoice: 696488

Date	For	Qty	Description	Price	Discount	Net Price	
12-10-18	Holly 118-18	1	X-RAY-Followup Views-post sx	109.50	109.50	0.00	**
12-10-18		1	Tibial Crest Avulsion x 2	3119.50	2619.50	500.00	**
12-10-18		1	Anesthesia- Isoflurane	239.50	239.50	0.00	**
12-10-18		1	-I.V.Cath. /subcut fluids during surg	84.00	84.00	0.00	**
12-10-18		1	---BloodPressureMonitoring w/anes			0.00	
12-10-18		1	---PulseOximeterMonitoring w/Anes			0.00	
12-10-18		1	-CapnographMonitoring w/Anesthe			0.00	
12-10-18		1	----Recovery in Heated Cage			0.00	
12-10-18		1	----Warm Water Blanket in Surgery			0.00	
12-10-18		0.30	Hydromorphone 2mg/ml Inject/ml	33.15	33.15	0.00	**
12-10-18		0.50	Unasyn Inject / ml (outpatient)	30.75	30.75	0.00	**
12-10-18		1	Vetprofen Tablets 25mg Individual	18.15	18.15	0.00	**
12-10-18		1	Gabapentin 100mg caps (individual)	1.00	1.00	0.00	**
12-10-18		0.20	TelazolInject Control Log / ml			0.00	
12-10-18		0.15	Hydromorphone 2mg/ml Inject/ml	9.07	9.07	0.00	**
12-10-18		1.60	Hydromorphone 2mg/ml Inject/ml	24.30	24.30	0.00	**
12-10-18		28	Cephalexin 250mg capsule #25048	26.51	26.51	0.00	**
12-11-18		1	Hospitalization+Dr.Care Dog/Day	88.00	88.00	0.00	**
12-11-18		1	OSHA Compliance Biohazards Fee	6.60	6.60	0.00	**
12-11-18		2	Nursing/ General/day	50.00	50.00	0.00	**
12-11-18		2	Daily Feeding	11.40	11.40	0.00	**
12-11-18		7	Oral, Topical medication administr	44.80	44.80	0.00	**

Total charges, this invoice...

500.00

**Total discount included: 3396.23

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Holly 118-18** (Weight: 21.0 lbs - 19w) Last done

08/23	Consultation/Exam- Bi-annual	
12/19	lyme,HW,Ehrlichia Accu Plus4(A	12-03-18
06/19	Canine Kennel Cough Vacc -1 ve	

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 12-27-18 at 11:02a
Date: 12-19-18
Account: 19984
Invoice: 696523

Date	For	Qty	Description	Price	Discount	Net Price
12-19-18	Zeus 1	2	Pill Pocket K9 tablets (30cnt)	23.00	9.68	13.32

Total charges, this invoice...

13.32

**Total discount included: 9.68

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Zeus 1 (Weight: 70.0 lbs - 9m)	Last done
03/23 Consultation/Exam- Bi-annual	
11/19 Lyme,HW,Ehrlichia Accu Plus4(A)	11-28-18
05/19 Canine Kennel Cough Vacc -1 ye	
05/19 FECAL EXAM	
07/18 CANINE RABIES / 1YEAR	
07/18 CANINE DIST/A2/PI/PARVOLEPTO1Y	

Zeus 1's weight history (in lbs)

11-28-18 70.00

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845 564-2660

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FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 12-21-18 at 1:12p
Date: 12-21-18
Account: 19984
Invoice: 696686

Date	For	Qty	Description	Price	Discount	Net Price
12-21-18	Zeus 1	1	CONSULT / EXAM - Sick	69.50	38.25	31.25 **✓
12-21-18		1	Pet Insurance Review			0.00
			Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans			
12-21-18		1	Total Health-CBC/Chem/UA/T4	SA210.00	105.00	105.00 **✓
			Chemistry 27 Complete blood count/differential Urinalysis Thyroid function testing Specimen collection Veterinarian interpretation +/- consult			
12-21-18		1	Cerenia 160mgx4 #250877	59.46	28.98	30.48 **✓
Total charges, this invoice...						166.73
**Total discount included: 172.23						

Your invoice total reflects our **13Stray Cat Accounts** discount.

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In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.



Town of Newburgh

Department of Public Works

311 Route 32

Newburgh, NY 12550

To: Gil Piaquadio; Town Supervisor and Town Board Members
Jim Osborne; Town Engineer

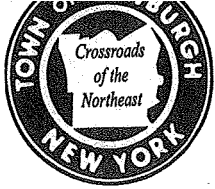
From: Jeff Guido; Water and Sewer Department Manager

Date: January 7, 2019

Subject: 2019 Bids

I request permission to advertise for bids on Water Treatment Chemicals and Alum Sludge Removal for the Water Supply Department. Please place this on the next available Town Board Meeting agenda.

Pending Town Board approval, I will coordinate with Andrew Zarutskie, Town Clerk to determine a date for publication of notices in the Town's official newspapers.



90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, & Town Board Members
FROM: Mark Hall, Highway Superintendent *MD*
DATE: January 14, 2019
RE: Transfer Request

I would like to request the following budget transfers could you please put this on the agenda for the next meeting:

FROM:	TO:	AMOUNT:
D.5130.5497 Machinery/Maintenance Contracts/Leases/Rentals	D.5130.5452 Machinery/Vehicle Contract Repairs	\$10,200.00

This is for a 2018 adjustment.

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



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

Date: 1-14-19

Is the budget adjustment under \$5,000? Yes _____

No:

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

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

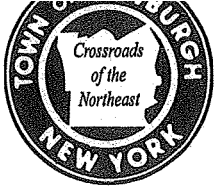
Reason why the budget transfer is needed _____

From: Account Number: D.5130.5497 Amount: 10,200.⁰⁰/₁₀₀
Account Description: Machinery - Maintenance Amount: _____
Contracts/Rentals/Lease
From: Account Number: _____ Amount: _____
Account Description: _____ Amount: _____

To: Account Number: D.5130.5452 Amount: 10,200.⁰⁰/₁₀₀
Account Description: Machinery - Vehicle Amount: _____
Contract Repairs
To: Account Number: _____ Amount: _____
Account Description: _____ Amount: _____

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


[Handwritten signature]



90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent 
DATE: January 22, 2019
RE: (2) Two Single Axle Plow Truck

I would like to be put on the agenda, to purchase (2) Two Single Axle Plow Truck from Beam Mack Sales Service, Inc. for the cost of \$130,174.65 each We will be piggy backing off the Onondaga County Heavy Truck Class 8 Statewide Contract # 8996. The funds are available and will be taken from D.5130.5200 Machinery Equipment/Other Capital.

If you have any questions please feel free to call me. Thanking you in advance.

6260 E Molloy Rd.
E Syracuse, NY 13057
ONONDAGA COUNTY HEAVY TRUCK CLASS 8 STATEWIDE
CONTRACT
8996

CUSTOMER: Town of Newburgh

CHASSIS QUOTED: Granite 42FR

MACK GRANITE. 2020 Model Year
DISCOUNT FROM LIST
CHASSIS PRICE less DISCOUNT
OPTIONS LIST PRICE TSP
OPTIONS DISCOUNT FROM LIST PRICE
OPTION PRICE LESS DISCOUNT

CHASSIS PRICE WITH CONTRACT OPTIONS AND DISCOUNT =

Net Contract items:

TOTAL WITH NON CONTRACT OPTIONS =

TOTAL PRICE FOR CHASSIS WITH ALL OPTIONS DELIVERED

CONTRACT DISCOUNT 30%

TOTAL PRICE FOR BODY & Equipment : N/A

TOTAL PRICE FOR COMPLETE TRUCK:

<u>CHASSIS BASE PRICE</u>	<u>CHASSIS OPTIONS</u>	<u>TOTAL</u>
---------------------------	------------------------	--------------

[REDACTED]
\$45,763.06
\$109,365.95

[REDACTED]
\$7,611.30
\$20,578.70

\$129,944.65

\$129,944.65

\$130,174.65

\$0.00
\$0.00

\$130,174.65

Options Not included in Price:
5 year Plan 2 engine warranty.....\$1986.00
5 Year Allison Transmission warranty.....\$802.00

Sincerely, Greg Angwin



PREPARED BY

**BEAM MACK SALES & SERVICE,
INC.**

6260 E MOLLOY RD
EAST SYRACUSE NY 130571092

PREPARED FOR

NEWBURGH TOWN OF

1496 Route 300
NEWBURGH NY 125502677

QUOTE



BEAM

MACK



TECHNICAL SPECIFICATION GRANITE 42FR MACK SPEC

APPLICATION PACKAGES	DESCRIPTION	WEIGHT (LB)		LIST PRICE
		FRONT	REAR	
PK70X7	GRANITE AF CONFIG. PKG.	0	0	10

				WEIGHT (LB)		LIST PRICE
CUSTOMER/VEHICLE INFO		DESCRIPTION	FRONT	REAR		
S	002FH2	CHASSIS (BASE MODEL)	GRANITE 42FR MACKSPEC	4,560	3,762	0
S	99X93X	FINAL ASSEMBLY PLANT	Made in Macungie, PA USA	0	0	0
S	PB10A1	PRICE BOOK LEVEL	2020A Pricebook	0	0	0
S	J7DACX	PRODUCTION ORDER PLANNING (CA)	PRODUCTION ORDER PLANNING, SHORT TO MEDIUM LEAD TIME	0	0	0
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0	0
	013002	TYPE OF SERVICE	MUNICIPAL	0	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	US - WARRANTY REGISTRATION LOCATION	0	0	0
S	505015	INITIAL REGISTRATION LOCATION	ALL 50 STATES, CARB ENGINE EMISSION (US17)	0	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0	0
S	DHX10X	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0	0	0
	0050M5	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW TRUCK	0	0	0
	O5CR1X	BODY CONNECTION	TIPPER / DUMP BODY	0	0	0
	O9CZ1X	LOAD HANDLING EQ. TAIL LIFT	WITHOUT TAIL LIFT	0	0	0
	P1CZ1X	LOAD HANDLING EQ. CRANE	WITHOUT CRANE	0	0	0
	P2CD1X	LOAD HANDLING EQ. SNOW PLOUGH	SNOW PLOW, FRONT MOUNTED	0	0	0
	P3CZ1X	LOAD HANDLING AND MISC. EQUIPM	WITHOUT LOAD HANDLING OR MISC. EQUIPMENT	0	0	0
S	DKX99X	GROSS COMBINATION WEIGHT	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0	0	0
S	7OBB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	0	0	0
	QCXA1X	TOPOGRAPHY	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%	0	0	0
S	E1BD1X	AMBIENT TEMP UPPER LIMIT (GTA)	AMBIENT TEMPERATURE HOT, WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	0	0	0
S	032A89	TERRAIN GRADE	ON-OFF HIGHWAY, STARTING GRADES<18%	0	0	0
S	033A10	LOADING SURFACE	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0	0
S	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE	0	0	0

				WEIGHT (LB)		LIST PRICE
ENGINE/TRANSMISSIONS		DESCRIPTION	FRONT	REAR		
	1000W0	ENGINE PACKAGE	MP7-425M MACK 425HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1560 LB-FT, US'17	1,855	463	1,737
S	I3AEAX	ENGINE APPLICATION	ENGINE APPLICATION BASIC	0	0	0
	136AS6	TRANSMISSION	4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS	732	245	12,460
S	U6AA1X	ENGINE GOVERNOR TYPE	ENGINE GOVERNOR TYPE MIN-MAX	0	0	0

EXHAUST/EMISSIONS				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	CIRAA4	CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, CARB (WITH DECAL LOCATED ON LOWER LH CORNER / DRIVER DOOR	0	0	0
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX-E.A.T.S. RH SIDE UNDER CAB US17	0	0	0
	8NAB1X	DPF COVER	DPF COVER STAINLESS STEEL, POLISHED	0	0	245
	DF10P1	DEF TANK	8.7 GALLON (33 L) 26" INTEGRAL TO LH FUEL TANK	0	0	0
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-46	-2	360
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND	0	0	0
	QOAC1X	EXHAUST SYSTEM MATERIAL FINISH	SINGLE, BRIGHT FINISH HEAT SHIELD, STACK AND SCR COVER (IF EQUIPPED)	0	0	93
S	78AC7X	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2018	0	0	0

ENGINE EQUIPMENT				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	125AA4	AIR CLEANER	11" x 30" (279 mm x 762 mm) UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0	0
	1VAADX	AIR INTAKE SOURCE	INSIDE/OUTSIDE AIR INTAKE W/IN-CAB CONTROL FOR SNOWPLOWS	20	0	399
S	121AA5	BUG SCREEN	BLACK ALUMINUM MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0	0
S	113AA6	AIR COMPRESSOR	MERITOR/WABCO 318 (18.7 CFM)	0	0	0
	132AB5	ALTERNATOR	DELCO 12V 145A (24SI) BRUSH-TYPE	16	0	26
	316AA7	BATTERIES	(3) MACK 12V 1000/3000 CCA THREADED STUD TYPE	-15	7	95
S	393AA2	BATTERY BOX - MOUNTING	BATTERY BOX MTD LEFT SIDE UNDER CAB FWD OF FUEL TANK (3 BATTERY MAX)	-8	-4	0
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC	0	0	0
	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	3	0	139
S	NCXA5X	STARTER	12 VOLT DELCO 39MT-MXT	0	0	0
S	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH	0	0	0
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0	0
S	119AE9	COOLANT PROTECTION	CHEVRON FULLY FORMULATED COOLANT W/ NITRATES (50/50 MIX DYED PINK) TO -34DEG	0	0	0
S	HWA1X	COOLANT FILTER / CONDITIONER	MACK COOLANT CONDITIONER	0	0	0
S	508AA3	COOLING PERFORMANCE	STANDARD COOLING PERFORMANCE	12	-2	0
S	124AA3	HOSES - RADIATOR/HEATER	MACK BRAND EPDM RADIATOR & HEATER HOSES	0	0	0
S	293AA2	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)	0	0	0
	QHXABX	OIL PAN	CORROSION RESISTANT OIL PAN	0	0	181
	5NXA1X	ENGINE BLOCK HEATER	120V 1500 WATT ENGINE BLOCK HEATER	5	0	93

CLUTCH/TRANS EQUIPMENT			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	492007	GEAR SHIFTER	ALLISON DASH MTD SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES)	0	0	0
	195AB0	DRIVELINE - MAIN	MERITOR 18 MXL "XTENDED LUBE"	5	5	-783
	76AA1X	PROPELLR SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE	0	0	0
S	4LDA1X	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC	0	0	0
S	RCXB1X	BELL HOUSING	ALUMINUM	0	0	0
	7RXAEX	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS	0	0	433
	139019	TRANSMISSION OIL COOLER	FURNISH FOR ALLISON TRANS. W/DIRECT MOUNT COOLER & SS COOLANT TUBES	0	0	183
	442022	TRANSMISSION TORQUE CONVERTER	FURNISH TC541 FOR USE W/ALLISON (HD) SERIES WORLD TRANSMISSION	0	0	0

FRONT AXLE EQUIPMENT			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS	428	0	384
S	496001	FRONT AXLE QUANTITY	SINGLE FRONT AXLE	0	0	0
	244AC3	SPRINGS - FRONT	MACK MULTILEAF 20000# (9100 KG) GROUND LOAD RATING	155	0	91
S	241081	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+	29	0	0
	LQXABX	BRAKE LINING MATERIAL FRONT	MERITOR R403	0	0	0
S	U3XA1X	BRAKE, FRONT	CAST IRON	0	0	0
	UDXA1X	FRONT AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR FRONT AXLE	5	0	26
S	U0AA1X	FRONT BRAKE ADJ. MANUFACTURE	HALDEX - AUTOMATIC	0	0	0
S	V7AD1X	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM	0	0	0
	O5BE1X	FRONT BRAKE CHAMBER SIZE	FRONT BRAKE CHAMBER 30SQ INCHES (SERVICE)	0	0	0
	YHXB1X	FRONT SPRING BIAS	FRONT SPRING BIAS, RIGHT (STIFFER SPRING ON RH-SIDE)	16	0	0
S	0KXA1X	HUB MATERIAL, FRONT	FERROUS	157	0	0
S	K4AAAX	SPINDLE NUTS, FRONT	STANDARD	0	0	0
S	1KAA1X	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE	0	0	0
	245AB0	STEERING	SHEPPARD SD110 + HD94	206	0	818
S	7VXC1X	LUBRICANTS, FRONT AXLE	PETROLEUM/SYNTHETIC (50/50) OIL FRONT AXLE	0	0	0

REAR AXLE EQUIPMENT			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	252AB1	REAR AXLE - SINGLE	30000# (13600kg) MERITOR RS-30-185 SINGLE REDUCTION	0	62	2,606
	018AA1	CARRIER - REAR AXLE	VENDOR CARRIER	0	0	0
	TAXLWX	REAR AXLE RATIO	5.38 RATIO	0	0	0
	260AB2	REAR SUSPENSION - SINGLE	30000# MULTILEAF W/HELPER NO ANTI-SWAY	0	150	740
	253AA2	BRAKES - REAR	MERITOR CAM 16.5"x7" P BRAKES	0	31	-7
	MAXBCX	BRAKE LINING MATERIAL DRIVE	MERITOR R403.	0	0	0
S	U4XA1X	BRAKE DRUMS/ROTORS - REAR	CAST IRON	0	0	0
S	U1AA1X	REAR BRAKE ADJ MANUFACTURE	HALDEX - AUTOMATIC	0	0	0
	UEXA1X	DRIVE AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR REAR AXLE	5	12	26
	V1AD1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 36/36 TYPE	0	0	0
S	300AD0	REAR BRAKE CHAMBER MFG.	MGM MODEL TR-T; TAMPER-RESISTANT BRAKE CHAMBERS	0	0	0
	0LXA1X	HUB MATERIAL, DRIVE	FERROUS	0	155	-263
	1CX1X	HUB OIL SEAL, DRIVE	CHICAGO RAWHIDE (SCOTSEAL)	0	0	0
	N2AD1X	SPINDLE NUTS, MAIN AXLE	BASIC SPINDLE NUTS, MAIN AXLE	0	0	0
S	7WXA1X	LUBRICANTS, REAR AXLE(s)	FACTORY OPTION LUBE - REAR AXLE	0	0	0
	254AB4	TRACTION DIFFERENTIAL	DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK FRT RR AXLE, MANUAL AIR VALVE W/WARNING LIGHT.	0	16	695
S	9GAAAX	ABS SENSOR & MODULATOR	4S/4M SYSTEM REAR WHEEL END SENSORS	0	0	0
S	698AA5	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL	0	0	0
S	URXD1X	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0	0
S	3ZAA1X	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0	0

PUSHER/TAG AXLE EQUIPMENT			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	6OAZ1X	PUSHER AXLE CAPACITY, SECOND	WITHOUT PUSHER AXLE CAPACITY, SECOND	0	0	0

			WEIGHT (LB)		LIST PRICE
FRAME EQUIPMENT/FUEL TANKS	DESCRIPTION	FRONT	REAR		
271187	WHEELBASE	187"	67	67	0
374057	AF (OVERHANG)	57"	-11	203	0
274AA8	FRAME RAILS	STEEL - 300MM X 90MM X 11.1MM -- (11.81" X 3.54" X 0.437")	0	0	834
5CAZ1X	FRONT FRAME EXT. (BOLTED ON)	W/O FRONT FRAME EXTENSION	0	0	-212
AOXF3X	FRONT FRAME LENGTH	BUMPER POSITION EXTENDED 20" (SNOW)	131	-13	1,497
S 281AA5	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	0	0	0
S Q5AA1X	REAR CROSSMEMBER OPTIONS	FURNISH STANDARD STEEL CLOSING REAR CROSSMEMBER	0	0	0
S X6XA1X	REAR FRAME TREATMENT	WITHOUT TAPERED FRAME RAIL ENDS	0	0	0
S 2HXA1X	MUDFLAP, FRONT AXLE	BLACK POLYARMOUR (NO NAME TO APPEAR ON FLAP) (NOT ANTI-SPRAY TYPE)	0	0	0
S 4DXM9X	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL	0	0	0
S 4EXG1X	TOWING DEVICE, FRONT	HOOKS	0	0	0
S 2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0	0
288AF3	FUEL TANK - LH	72 GALLON (275 L) 26" ALUMINUM, SLEEVED D-SHAPED	67	34	245
S 290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0	0
S JHXB1X	FUEL HOSES, LIQUID	BRAIDED HOSE	5	3	0
12AA1X	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION	0	0	0
S KFXA1X	FUEL TANK CAP	NON-LOCKABLE FUEL TANK CAP	0	0	0
S Q2AA1X	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS	0	0	0
223AA3	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0	0	45

			WEIGHT (LB)		LIST PRICE
AIR/BRAKE	DESCRIPTION	FRONT	REAR		
S VHXEDX	AIR DRYER - MANUFACTURER	WABCO 1200P W/TURBO CUT OFF VALVE, W/COALESCING OIL FILTER, HEATED	0	0	0
S UWXC1X	AIRTANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	0	0	0
U2XA1X	AIRTANK MATERIAL	ALUMINUM, PAINTED	-24	0	276
S 141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0	0
S 1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0	0

ELECTRICAL			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	5RXA5X	BACK-UP ALARM	ECCO BACK-UP ALARM SA917 (AMBIENT NOISE SENSITIVE) 87-112 dB	0	3	141
	EAXD2X	DASH MOUNTED SWITCHES	(4) 15A, IGNITION POWERED, (2) 15A BATTERY POWERED, ALL LATCHING ON/OFF	0	0	151
S	5FBB1X	MARKER/DIRECTIONAL SIGNAL	W/O MARKER/DIR SIGNAL OPTION	0	0	0
	312AB5	ROOF MARKER LIGHT	(5) GROTE LED LAMPS	3	0	0
	NJXA3X	AUXILIARY LAMPS	DASH CTRL/PWR SUPPLY/LOCAL INST PLOW LAMPS W/LEAD FURN@ GRILL W/2W/3W WEATHER PACK CON	0	0	95
S	LSXH1X	DAYTIME RUNNING LIGHTS	PARK BRAKE AND ENGINE RUNNING ACTIVATED	0	0	0
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	0	0

TRAILER CONNECTIONS			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	LIXZ1X	FIFTH WHEEL ANGLE MATERIAL	WITHOUT FIFTH WHEEL ANGLES	0	-61	0
S	WGXB1X	TRAILER BRAKE VALVE	W/O HAND CONTROL VALVE	-6	0	0
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0	0

PTO			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	TYXE1X	POWER TAKE OFF CONTROL	TRANSMISSION PTO SWITCH AND LIGHT WITH WIRING AND PIPING FOR LOCAL INSTALLATION	3	0	0
	183AA2	CRANKSHAFT ADAPTER	1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)	16	0	147
S	2WAZ1X	PTO TRANS NEUTRAL CONTRL CHECK	W/O NEUTRAL CONTROL	0	0	0
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5	0

CAB INTERIOR (A THRU G)			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	198048	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0	0
	D9AAAX	GAUGE - EXHAUST PYROMETER	EXHAUST PYROMETER GAUGE	0	0	54
S	173AA5	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION	0	0	0
S	10XAHX	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	0	0	0
	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"	0	0	0
	7860E6	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD	12	0	78
S	184AA2	FLOOR COVERING	POLYURETHANE FLOOR MAT	0	0	0

CAB INTERIOR (H THRU R)			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	C52082	INSTMNT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0	0
S	160AA2	KEYED ALIKE CHASSIS	CHASSIS KEYED AT RANDOM - 2 KEYS	0	0	0
S	13AA1X	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY	0	0	0
S	E3XD1X	FORWARD OVERHEAD STORAGE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0	0
S	17400N	AUDIO ACCOMMODATION	AM/FM PREMIUM STEREO, CD-PLAYER, MP3, WEATHERBAND, HANDSFREE INTERFACE, BLUETOOTH	0	0	0
S	73AC1X	ANTENNA - RADIO	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR	0	0	0
S	1WAB1X	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0	0
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0	0
S	5JXAIX	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0	0
S	21XA1X	AUXILIARY REAR WINDOW	REAR WINDOW (FIXED TYPE)	0	0	0
S	784054	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MTD PARALLEL & CENTERED AGAINST BOC	12	5	39
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	0	0	0

CAB INTERIOR (S THRU Z)			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	004014	INTERIOR TRIM LEVELS	STANDARD PACKAGE, STEEL GRAY (Package 11A)	0	0	0
S	196AAA	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 1 CHAMBER AIR LUMBAR	0	0	0
S	MAPB2X	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - STEEL GREY VINYL	0	0	0
S	197AA1	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK	0	0	0
S	MAQB2X	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - STEEL GREY VINYL	0	0	0
S	592092	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MTD SHOULDER BELT ADJUSTMT(NOT AVAIL W/EXTD RIDER SEAT)	0	0	0
S	2QAA1X	IGNITION TYPE	KEY TYPE	0	0	0
S	161005	STEERING WHEEL	2 SPOKE URETHANE GRIP, GUNMETAL SPOKES, W/O SWITCHES	0	0	0
S	U7XB1X	SUN VISOR - INTERIOR, FRONT	SUN VISOR - BOTH SIDES	0	0	0
S	146AA3	WINDOW CONTROLS	POWER WINDOW LIFT WITH ELECTRIC DOOR LOCK, LH & RH	14	0	0
S	WSXBAX	WINDSHIELD TYPE	2-PIECE WINDSHIELD	0	0	0
S	145AA5	CAB GLASS	HEATED TINTED WINDSHIELD, TINTED SIDE AND REAR WINDOW	0	0	487
S	JQXAAX	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION	0	0	0
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0	0

			WEIGHT (LB)		LIST PRICE	
CAB EXTERIOR			FRONT	REAR		
		DESCRIPTION				
	0EAA1X	AIR INTAKE GRILLE, FINISH	BRIGHT FINISH GRILLE	0	0	0
	400AA6	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0	216
S	Q4XADX	CAB PEEP WINDOW	PEEP WINDOW ON RIGHT SIDE NON STG WHL POS. DEPEND	0	0	0
S	2KXB1X	FRONT WHEEL OPENING	FENDER EXTENSIONS	5	0	0
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BL GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0	0
S	2DX90X	REAR CAB SUSPENSION	REAR CAB SUSPENSION, AIR	0	0	0
	26XA1X	HOOD HATCH	WITH INSPECTION HATCH FOR SNOWPLOW HOOD	0	0	0
S	4UAA1X	HOOD LATCH FINISH	PAINTED HOOD LATCHES	0	0	0
	154AC2	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET, CHROME PLATED STEEL W/SNOW SHIELD	3	0	19
S	LXXC1X	HORN - ELECTRICAL	SINGLE TONE	0	0	0
	1520D2	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, HEATED, WITH LAMPS	0	0	177
	153AA3	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH 8" DIA. HEATED CONVEX	3	0	48
	157027	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)	12	0	208

			WEIGHT (LB)		LIST PRICE	
AERODYNAMIC DEVICES			FRONT	REAR		
		DESCRIPTION				
S	45XZ1X	AERODYN.DEVICE, CAB SKIRT	WITHOUT CAB SKIRT	0	0	0

			WEIGHT (LB)		LIST PRICE	
WHEELS & TIRES			FRONT	REAR		
		DESCRIPTION				
S	4WCC1X	GHG STEER TIRE CATEGORY (PAWS)	LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY	0	0	0
	900AZ6	TIRES BRAND/TYPE - FRONT	315/80R22.5 L MICHELIN XZUS2 (ALL POSITIONS) (Total for QTY = 2)	327	0	1,054
	531AE4	WHEELS - FRONT	22.5x9.00 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES(11 1/4"/286mm BC) 6.42" INSET (Total for QTY = 2)	203	0	-50
S	FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS	0	0	0
	4XCE1X	GHG DRIVE TIRE CATEGORY (PAWS)	BASIC ROLLING RESISTANCE, POOR FUEL ECONOMY	0	0	0
	901BG3	TIRES BRAND/TYPE - REAR	12R22.5 H MICHELIN XDN2 (Total for QTY = 4)	0	591	1,932
	346AE8	WHEELS - REAR	22.5x9.00 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES (11 1/4"/286 mm BC) (Total for QTY = 4)	0	406	-100
S	RWT004	REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS	0	0	0
	H1EA1X	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS BASIC LENGTH	0	0	-74
	FIXA1X	HUB/WHEEL ISOLATOR FRONT	PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM	0	3	21

COMMUNICATION SYSTEMS				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	3YAA1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	DISPLAY FEATURES, LIMITED, NO DRIVER ACCESS LEVEL 1	0	0	0
S	M3006D	TELEMATIC GATEWAY	GUARDDOG CONNECT WITH 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0	0
	U5CZ1X	REMOTE SOFTWARE UPGRADE	WITHOUT REMOTE SOFTWARE UPGRADE	0	0	0

ENGINE ELECTRONICS				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	WOXA1X	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN	0	0	0
S	WMXA1X	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN	0	0	0
S	K5XA2X	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)	0	0	0
S	K7XH3X	ENGINE IDLE CONTROL	IDLE CONTROL, 650 RPM	0	0	0
S	X0AB0X	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME	0	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0	0
S	E0XGAX	ENGINE IDLE SHUTDOWN TIME	IDLE SHUTDOWN TIME 10 MIN.	0	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0	0
S	M4CB1X	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0	0
S	D2AAFV	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0	0
S	B3ABAX	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)	0	0	0
	B6ACEX	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM	0	0	0
S	B4ADAX	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0	0
S	B9AABX	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0	0

TRANSMISSION ELECTRONICS			WEIGHT (LB)		
			FRONT	REAR	LIST PRICE
DESCRIPTION					
M05015	TRANS SHIFT MODE POINTS	W/O TRANSMISSION SHIFT SETTINGS	0	0	0
E1EIOX	ALLISON GPIO PACKAGE	ALLISON GPIO PACKAGE 223 ON/OFF HIGHWAY	0	0	0
B1EZ1X	TRANSM AUTO NEUTRAL ON P-BRAKE	W/O mDRIVE TRANSMISSION AUTO NEUTRAL ON PARKING BRAKE	0	0	0
E3EZ1X	ROLL DIRECTION CHANGE INHIBIT	WITHOUT ROLLING DIRECTION CHANGE INHIBIT	0	0	0
E4EZ1X	AUX FUNCTION RANGE INHIBIT	WITHOUT AUXILIARY FUNCTION RANGE INHIBIT	0	0	0
F5EA1X	PRESELECT GEAR IN ENG. BRAKE	ALLISON PRESELECTED GEAR DURING ENGINE BRAKING - FOURTH, STD	0	0	0
N5EZ1X	DIRECTION CHANGE ENABLE	WITHOUT DIRECTION CHANGE ENABLE FUNCTION (DATALINK)	0	0	0
E5EAAX	PRIMARY CALIBRATION SHIFT MASK	PRIMARY CALIBRATION SHIFT SELECT MASK 6 SPEED, 1ST GEAR START	0	0	0
E6EAAX	SECOND CALIBRATION SHIFT MASK	SECONDARY CALIBRATE SHIFT SELECT MASK 6 SPEED, 1ST GEAR START	0	0	0
E7EZ1X	FUELSENSE CALIBRATION	WITHOUT FUELSENSE	0	0	0
E2EZ1X	LOAD/GRADE SHIFT SENSING	WITHOUT LOAD/GRADE SHIFT SENSING	0	0	0
E8EZ1X	DYNACTIVE BIAS IN PRIMARY MODE	WITHOUT DYNACTIVE BIAS, PRIMARY CAL	0	0	0
E9EZ1X	DYNACTIVE BIAS SECONDARY MODE	WITHOUT DYNACTIVE BIAS, SECONDARY CAL	0	0	0
F1EZ1X	NEUTRAL AT STOP	WITHOUT NEUTRAL AT STOP	0	0	0
F6EZ1X	ACCELERATION RATE MGMT BIAS	WITHOUT ALLISON ACCELERATION RATE MANAGEMENT	0	0	0

VEHICLE ELECTRONICS				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
DESCRIPTION						
S	JDXA1X	CRUISE CONTROL	WITH CRUISE CONTROL	0	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0	0
S	E5AACX	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0	0
	Y3CC5X	PEDAL RSL SETTING	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)	0	0	0
S	JCXE6X	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER(65 MPH)	0	0	0
	W5BZ1X	MAXIMUM ENG SPEED AT 0 MPH	WITHOUT MAXIMUM ENGINE SPEED AT 0 MPH	0	0	0
S	A4BAAX	DETECTION SPEED SENSR Tmprng	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0	0
S	8RXAEX	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0	0
S	0PAZ1X	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0	0
S	W7BZ1X	IDLE TIME TARGET %	WITHOUT IDLE TIME TARGET %	0	0	0
S	W9BZ1X	SWEET SPOT TARGET %	WITHOUT SWEET SPOT TARGET %	0	0	0
S	X3CB1X	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED	0	0	0
S	G5AAHX	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0	0
S	G2AAGX	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0	0
S	G4AAUX	VEHICLE OVERSPEED,ALL COND.LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0	0
S	G3AAPX	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0	0
S	G1AABX	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0	0
S	R4BA1X	PRE-TRIP DIAGNOSTIC INSPECTION	PRE-TRIP DIAGNOSTICS INSPECTION, BASIC	0	0	0

PTO ELECTRONICS				WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
DESCRIPTION						
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0	0
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO2 SINGLE SPEED SETTING, 1000 RPM	0	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0	0

PAINT	DESCRIPTION	WEIGHT (LB)		LIST PRICE	
		FRONT	REAR		
S 950AD0	PAINT DESIGN	SINGLE COLOR	0	0	0
S 924014	PAINT TYPE	SOLID PAINT	0	0	0
944AA3	PAINT COLOR - FIRST COLOR	MACK YELLOW 80497PP; P9016	0	0	0
S 945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0	0
S 946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0	0
S 996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0	0
S MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0	0
S MPD944	HOOD COLOR	SAME AS FIRST COLOR - HOOD	0	0	0
966944	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR	0	0	55
S MPA998	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING	0	0	0
S 951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE)	0	0	0
S 958018	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR	0	0	0
S 959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0	0
07XC1X	PRE-FINISHED DISC WHEELS, FRONT	PRE-FINISHED POWDER COAT WHITE	0	0	0
08XC1X	PRE-FINISHED DISC WHEELS, REAR	PRE-FINISHED POWDER COAT WHITE	0	0	0
S 954AA1	PAINTED DISC WHEELS, FRONT	WITHOUT PAINT	0	0	0
S 955AA1	PAINTED DISC WHEELS, REAR	WITHOUT PAINT	0	0	0
S 956016	DEMOUNT.RIMS-FRONT	WITHOUT PAINT	0	0	0
S 957027	DEMOUNT.RIMS-REAR	WITHOUT PAINT	0	0	0
S 952AA1	SPOKE WHEELS-FRONT	WITHOUT OPTIONAL SPOKE WHEEL PAINT	0	0	0
S 953AA1	SPOKE WHEELS-REAR	WITHOUT OPTIONAL SPOKE WHEEL PAINT	0	0	0
S 962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0	0
S 963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0	0

CALCULATED CODES - KAX			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
	Y0XD5X	FRONT RIDE HEIGHT AT FULL LOAD	RIDE HEIGHT 226-235 MM CL AXLE TO LOWER FRAME FLANGE	0	0	0
	Y1XG1X	REAR RIDE HEIGHT AT FULL LOAD (CA)	RIDE HEIGHT 271-290 MM, CL AXLE TO LOWER FRAME FLANGE	0	0	0
	4CAANX	NUMBER OF OPTIONAL SWITCHES	NUMBER OF OPTIONAL SWITCHES, 14	0	0	0
S	9JXA1X	PROPCALC SELECTION (CA)	YES, THE ORDER MUST BE CALCULATED	0	0	0
	TJXA2X	NUMBER OF PROP.SHAFTS	TWO PIECE PROP.SHAFTS	0	0	0
	TFXH2X	PROP.SHAFT LENGTH, MAIN AXLE	MAIN PROP.SHAFT LENGTH 775	0	0	0
	TDXRVX	PROP.SHAFT LENGTH, FIRST AXLE	FIRST PROP.SHAFT LENGTH 1350	0	0	0
	TNXCSX	PROP.SHAFT FIRST BRKT VERTICAL	PROP.SHAFT FIRST BRKT, POS 15	0	0	0
	TSXA1X	PROP.SHAFT 1 BRKT POS. HORIZON	PROP.SHAFT 1 BRKT POSITION C	0	0	0
	XXMB1X	PROP.SHAFT BRKT, FIRST, ANGLE	PROP. SHAFT BRACKET FIRST POSITION ANGLE (95 DEGREES)	0	0	0
	X2XJGX	CROSSMEMBER '1' LOCATION	CROSSMEMBER1 X=5300MM	0	0	0
	D5EA1X	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION	0	0	0
	C2EDDX	ROUTING BRACKET POSITION 3A RH	ROUTING BRACKET POSITION 3A (RIGHT FRAME), XM=5800	0	0	0
	C4EDDX	ROUTING BRACKET POSITION 4A LH	ROUTING BRACKET POSITION 4A (LEFT FRAME), XM=5800	0	0	0

BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION	WEIGHT (LB)		LIST PRICE
				FRONT	REAR	
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0	0
	M51E31	ENGINE WARRANTY	ENG PLAN 2: 60 MO/250K MI-EXT ENGINE COVERAGE MP7/MP8 <460HP	0	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0	0
	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)	0	0	0
	M55055	CARRIER & AXLE HOUSING WARRANTY	STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,000 KM)	0	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0	0
	M690C9	GUARDDOG CONNECT BUNDLE	60 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall)	0	0	0
		PREMIUM MAINTENANCE -	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND	0	0	0




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MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent 

DATE: January 14, 2019

RE: 2 (Two) Truck Body's & Plows Bid

I would like to be put on the agenda, to go out to bid for 2 (Two) Truck Body's & Plows for the Single Axle Class 8 Truck. The dates will be worked out with the Town Clerk's Office.

If you have any questions please feel free to call me. Thanking you in advance.

MH/ch
cc: Ron Clum, Accounting



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MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent *MH*

DATE: January 14, 2019

RE: Summer Material and Other Bids

I would like to be put on the agenda, to go out to bid for the Summer Materials including Guide Rails, Chip Spreader, Wheel Rubber Tire Roller, and Aluminum Box Culverts. Also the individual bids for the Cold Milling Machine & Heavy Equipment Rentals. The dates will be worked out with the Town Clerk's Office.

If you have any questions please feel free to call me. Thanking you in advance.