

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

WORKSHOP MEETING AGENDA
Tuesday, May 29, 2018
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. MATRIX: Discussion Host Agreement
7. ENGINEERING:
 - A. Mountainview Water Storage Tank - Discussion of Rehabilitation/Replacement Options
 - B. Consolidated Water District – Reconciliation of Water Bill
 - C. Palmerone Farms – Release of Landscape Securities
8. ACCOUNTING:
 - A. Part Time Salaries
 - B. Pay Week
 - C. ADP Payroll Service
9. ASSESSOR: Request for Assessor Clerk Canvas
10. DATA PROCESSING:
 - A. Purchase of Lap Top Computer
 - B. Expenditure from Computer Reserve Account
11. PLANNING BOARD: Easement Agreement
12. REQUEST TO COUNTY FOR AGRICULTURAL ZONE: Land of Serviss
13. JUSTICE COURT: Purchase of Copier
14. ANIMAL CONTROL: T-94 Withdrawal
15. RECREATION:
 - A. Chadwick Lake Park Concert Series - Payment from T-38 Account
 - B. 2018 Grounds Maintenance
16. WATER DEPARTMENT: Approval to Hire Two Senior Water Maintenance Worker Positions
17. HIGHWAY DEPARTMENT:
 - A. Mark Out Fees/Excavation
 - B. Budget Transfer Request
18. CORTLAND COMMONS AGREEMENT
19. ADJOURNMENT

TOWN OF NEWBURGH
MOUNTAINVIEW WATER STORAGE TANK

James Osborne

From: Tony Trombino [atrombino@h2m.com]
Sent: Wednesday, January 31, 2018 6:29 PM
To: P. E. James W. Osborne - Town of Newburgh (engineering@townofnewburgh.org)
Subject: Mountain View Tank
Attachments: Tank Rehab_Capital Cost.pdf; Concrete_Capital Cost.pdf; GFTS New Fndt_Capital Cost.pdf; GFTS ReUse_Fndt_Capital Cost.pdf; Life Cycle Costs_New Fndt.pdf; Life Cycle Costs_ReUse Fndt.pdf

Jim,

Attached please find capital costs and life cycle costs for the tank options. Obviously, one you've had the change to digest the info, we can discuss further.

In the meantime, a couple of misc. pieces of info to consider:

- Preliminary costs provided by Aquastore and Preload only includes generic tank pricing. It does not include site work, piping, drainage, demo, etc. Therefore, based on my understanding of the scope of work, I have included these items, along with an associated costs.
- Re using the existing tank foundation in the case of Aquastore has its potential pitfalls. We would need to do testing/evaluation to determine if the existing foundation was viable. You would need to spend this money regardless of the findings of the evaluation. Just something to consider.
- The cost opinions include pricing for "optional items", as compared to the previous quotes provided by the manufacturer's. For example, Aquastore utilizes aluminum irrigation grade piping within the tank/overflow. We are not fond of this material and will specify SS. These cost opinions reflect this. If you wanted to go with the Aquastore "standard", you could probably save \$100,000 or so. Obviously, this would be a Town preference when we get to design.
- Tank demo numbers are all over the place. We have recently bid four projects with tank demo scope that have ranged from \$150,000 to \$800,000. I should also note that these were all elevated tanks, so our number should not be in the \$400+ category, but I don't want to sell us short either.
- Lastly, it appears that contractor pricing for this of type work has recently been exceptional. You will note that I have the footnote for "January 2018 Dollars". This could hold true a year from now, but also could go the other way. Just wanted to make sure that this info is out there.

Anthony M. Trombino
Senior Project Engineer
H2M water

538 Broad Hollow Road, 4th Floor East, Melville, NY 11747
tel 631.756.8000 x1482 | mobile 631.831.4264 | fax 631.694.4122

Follow us on: [Twitter](#) | [Facebook](#) | [LinkedIn](#)
www.h2m.com

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TABLE 1
TOWN OF NEWBURGH
PRELIMINARY OPINION OF CAPITAL COST
REHABILITATION OF EXISTING 750,000 GALLON
MOUNTAIN VIEW GROUND STORAGE TANK

Item No.	Description	Cost Opinion ⁽¹⁾
1	Mobilization & Demobilization	\$75,000
2	Containment	\$75,000
3	Air Monitoring	\$30,000
4	Exterior Surface Preparation	\$160,000
5	Exterior Painting	\$85,000
6	Interior Surface Preparation	\$195,000
7	Interior Painting	\$105,000
8	Seam Sealer	\$12,500
9	Pit Filler	\$15,000
10	New Tank Vent	\$12,000
11	New Ladder Vandal Guard	\$7,500
12	Site Restoration	\$7,500
13	Tank Mixing System	\$42,500
14	Miscellaneous Structural Repairs	\$45,000
15	Disinfection and Water Quality Sampling	\$5,500
Subtotal:		\$872,500
16	Contingencies (10%)	\$87,000
17	Present Condition Evaluation (Inspection, Report, Soil & Paint Sampling)	\$7,500
18	Design	\$30,500
19	Construction Administration	\$22,500
20	Construction Inspection	\$62,000
TOTAL COST OPINION		\$1,082,000

⁽¹⁾ January 2018 Dollars

TABLE 2A
TOWN OF NEWBURGH
PRELIMINARY OPINION OF CAPITAL COST
NEW 750,000 GALLON GLASS FUSED TO STEEL
MOUNTAIN VIEW GROUND STORAGE TANK REPLACEMENT
(RE-USE EXISTING TANK FOUNDATION)⁽²⁾

Item No.	Description	Cost Opinion ⁽¹⁾
1	Mobilization & Demobilization	\$75,000
2	Demolition of Existing Steel Tank	\$200,000
3	Prepare Existing Concrete Tank Foundation	\$10,000
4	New Glass Fused To Steel Ground Storage Tank	\$550,000
5	Tank Mixing System	\$42,500
6	Site Restoration	\$7,500
7	Disinfection and Water Quality Sampling	\$5,500
	Subtotal:	\$890,500
8	Contingencies (10%)	\$89,000
9	Soil Borings and Testing of Existing Foundation	\$15,000
10	Paint & Soil Sampling	\$2,500
11	Design	\$30,500
12	Construction Administration	\$22,500
13	Construction Inspection	\$42,000
	TOTAL COST OPINION	\$1,092,000

⁽¹⁾ January 2018 Dollars

⁽²⁾ In order to determine if the existing tank foundation can be re-used for this scope of work, the following additional items would be required; soil borings, foundation test cores, and an associated structural evaluation of the existing foundation.

TABLE 2B
TOWN OF NEWBURGH
PRELIMINARY OPINION OF CAPITAL COST
NEW 750,000 GALLON GLASS FUSED TO STEEL
MOUNTAIN VIEW GROUND STORAGE TANK REPLACEMENT
(NEW TANK FOUNDATION)⁽²⁾

Item No.	Description	Cost Opinion ⁽¹⁾
1	Mobilization & Demobilization	\$82,000
2	Site Work	\$125,000
3	Demolition of Existing Steel Tank and Partial Foundation	\$225,000
4	New Tank Foundation	\$95,000
5	New Glass Fused To Steel Ground Storage Tank	\$550,000
6	Site Piping Modifications	\$75,000
7	Tank Mixing System	\$42,500
8	Site Restoration	\$9,500
9	Disinfection and Water Quality Sampling	\$5,500
Subtotal:		\$1,209,500
10	Contingencies (10%)	\$120,000
11	Soil Borings, SEQRA and Regulatory Submissions	\$25,000
12	Paint & Soil Sampling	\$2,500
13	Design	\$36,000
14	Construction Administration	\$24,000
15	Construction Inspection	\$58,000
TOTAL COST OPINION		\$1,475,000

⁽¹⁾ January 2018 Dollars

⁽²⁾ New tank would be installed adjacent to existing tank such that down time would be minimal.

TABLE 3B
TOWN OF NEWBURGH
PRELIMINARY OPINION OF CAPITAL COST
NEW 750,000 GALLON CONCRETE
MOUNTAIN VIEW GROUND STORAGE TANK REPLACEMENT
(NEW TANK FOUNDATION)⁽²⁾

Item No.	Description	Cost Opinion ⁽¹⁾
1	Mobilization & Demobilization	\$125,000
2	Site Work	\$125,000
3	Demolition of Existing Steel Tank and Partial Foundation	\$225,000
4	New Tank Foundation	\$95,000
5	New Glass Fused To Steel Ground Storage Tank	\$775,000
6	Site Piping Modifications	\$75,000
7	Mixing System	\$42,500
8	Site Restoration	\$9,500
9	Disinfection and Water Quality Sampling	\$5,500
Subtotal:		\$1,477,500
10	Contingencies (10%)	\$140,000
11	Soil Borings, SEQRA and Regulatory Submissions	\$25,000
12	Paint & Soil Sampling	\$2,500
13	Design	\$30,500
14	Construction Administration	\$22,500
15	Construction Inspection	\$58,000
TOTAL COST OPINION		\$1,756,000

⁽¹⁾ 2018 Dollars

⁽²⁾ New tank would be installed adjacent to existing tank such that down time would be minimal.

TABLE 4A
TOWN OF NEWBURGH
OPINION OF LIFE-CYCLE COSTS - CAPITAL AND MAINTENANCE
REHABILITATION OF EXISTING TANK VS. REPLACEMENT (RE-USE EXISTING FOUNDATION)
(2% INTEREST)

Type of Tank	Capital Cost	Maintenance after 15 years	Maintenance after 30 years	Maintenance after 45 years	Maintenance after 60 years	Maintenance after 75 years	Maintenance after 90 years	Total Cost at Present Worth
Rehabilitation of Existing Welded Steel Tank	\$ 872,500	\$ 1,439,625	\$ 2,375,381	\$ 3,919,379	\$ 6,466,975	\$ 10,670,609	\$ 17,606,341	
Glass Fused to Bolted Steel Tank	\$ 872,500	\$ 1,069,663	\$ 1,311,379	\$ 1,607,717	\$ 1,971,019	\$ 2,416,419	\$ 2,962,468	\$ 12,211,165
	\$ 890,500	\$ 74,250	\$ 122,513	\$ 3,019,500	\$ 245,025	\$ 404,291	\$ 14,946,525	
	\$ 890,500	\$ 56,169	\$ 67,636	\$ 1,288,589	\$ 74,679	\$ 91,555	\$ 2,514,923	\$ 4,933,051

Notes:

Capital cost based on budgetary estimates provided by various tank contractors. Values are for 750,000 gallon capacity tanks.

$$\text{Present Value} = \frac{\text{Future Value}}{(1 + i)^n}$$

where, i = interest rate (2%)
 n = number of years

Assumptions

- Assume 15 year Cycle for tank rehabilitation
- Assume Construction Cost Increase 3.4% per year (based on RS Means recent historical data) \$872,500
- Assume Present Rehabilitation costs for tank rehabilitation: \$45,000
- Assume Present Rehabilitation costs for new glass fused to bolted steel: \$610,000
- Assume 45 year Cycle for glass fused to steel tank replacement

TABLE 4B
TOWN OF NEWBURGH
OPINION OF LIFE-CYCLE COSTS - CAPITAL AND MAINTENANCE
REHABILITATION OF EXISTING TANK VS. REPLACEMENT (NEW FOUNDATION)
(2% INTEREST)

Type of Tank	Capital Cost	Maintenance after 15 years	Maintenance after 30 years	Maintenance after 45 years	Maintenance after 60 years	Maintenance after 75 years	Maintenance after 90 years	Total Cost at Present Worth
Rehabilitation of Existing Welded Steel Tank	Current rehabilitation cost	\$ 872,500	\$ 2,375,381	\$ 3,919,379	\$ 6,466,976	\$ 10,670,509	\$ 17,606,341	\$ 12,211,165
	Present value of construction	\$ 872,500	\$ 1,311,379	\$ 1,607,717	\$ 1,971,019	\$ 2,416,419	\$ 2,962,468	
Glass Fused to Bolted Steel Tank	Current construction cost	\$ 1,209,500	\$ 122,513	\$ 3,019,500	\$ 245,025	\$ 404,291	\$ 14,946,525	\$ 5,262,051
	Present value of capital and maintenance cost	\$ 1,209,500	\$ 67,636	\$ 1,288,589	\$ 74,679	\$ 91,555	\$ 2,514,923	
Prestressed Concrete Tank	Current construction cost	\$ 1,477,500	\$ 217,800	\$ 359,370	\$ 592,961	\$ 976,385	\$ 1,614,335	\$ 1,969,591
	Present value of capital and maintenance cost	\$ 1,477,500	\$ 98,078	\$ 147,412	\$ 33,886	\$ 41,543	\$ 50,931	

Notes:

Capital cost based on budgetary estimates provided by various tank contractors. Values are for 750,000 gallon capacity tanks.

$$\text{Present Value} = \frac{\text{Future Value}}{(1 + i)^n}$$

where, i = interest rate (2%)
n = number of years

Assumptions:

- Assume 15 year Cycle for tank rehabilitation
- Assume Construction Cost Increase 3.4% per year (based on RS Means recent historical data) \$872,500
- Assume Present Rehabilitation costs for new glass fused to bolted steel: \$45,000
- Assume Present Rehabilitation costs for new glass fused to bolted steel: \$80,000
- Assume Present Rehabilitation costs for new prestressed concrete tank: \$610,000
- Assume 45 year Cycle for glass fused to steel tank replacement.

7B

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor
FROM: James W. Osborne, Town Engineer *JWO*
DATE: May 2, 2018
RE: HIGH BILL COMPLAINT – 21 LANCER DRIVE

As per our discussion, I am recommending a refund to the owner at 21 Lancer Drive in the following amounts:

Refund of Water Charges :	\$ 3,078.00
Refund of Sewer Charges :	<u>\$ 2,393.00</u>
TOTAL:	\$ 5,471.00

This recommendation is based on the following:

1. In September, 2013 an error was made inputting the meter reading. It was incorrectly changed from 1,885,540 gallons to 1,118,300 gallons. This did not immediately effect the owner's bills because they were estimated from consumption #'s, not the reading #'s. (See sheet.)
2. The bad input reduced the meter read by 767,200 gallons. This did not manifest itself until a close out reading was obtained off the actual meter register.
3. The charges for this property were estimated for 15 years until a new radio read meter was installed. A final close out reading of 1,891,660 was taken in October, 2016.
4. The close-out reading compared to the artificially and mistakenly low reading resulted in a calculated usage of 520,164 gallons. This was incorrectly billed as a "catch-up" reading.
5. Because the unpaid bill was put on the re-levy and paid by the homeowner's bank, this is not a simple matter of correcting the bill but will involve issuing a refund to the property owner.

TO: Gil Piaquadio, Town Supervisor
RE: HIGH BILL COMPLAINT – 21 LANCER DRIVE

May 2, 2018
Page 2

6. Using 2016 rates, the refund is calculated to be \$5,471.00 (\$3,078 from Water, \$2,393 from Sewer).

I have attached a Town of Newburgh Voucher for the refund of these charges and a *draft letter* to the owner for your use.

If you have any questions or comments, please feel free to contact me.

JWO/id

Attachment

cc: D. Smith, Receiver of Taxes
J. Guido, Water Dist. Mgr.
R. Clum, Accountant

For Customer 000092300 (HIGGINS, JIM) at 21 LANCER DR
 Bills Sent To HIGGINS, JIM at 21 LANCER DR
 Service Located At 21 LANCER DR

Report printed at 9:55:04 AM on 3/21/2018

Date	Serv Code	Bill Cycle	Rdng Type	Prev Reading	Current Reading	Multiplier	Consumption
12/27/2005	WA	2005-029	E	1393703	1406065	1	12362
3/12/2006	WA	2006-030	E	1406065	1421517	1	15452 3
6/1/2006	WA	2006-031	E	1421517	1436089	1	14572
9/7/2006	WA	2006-032	E	1436089	1450015	1	13926
12/5/2006	WA	2006-033	E	1450015	1464093	1	14078
3/1/2007	WA	2007-034	E	1464093	1478600	1	14507 5
6/1/2007	WA	2007-035	E	1478600	1492870	1	14270
9/6/2007	WA	2007-036	C	1492870	1507065	1	14195
12/5/2007	WA	2007-037	E	1507065	1521327	1	14262
3/3/2008	WA	2008-038	E	1521327	1535635	1	14308
6/2/2008	WA	2008-039	E	1535635	1549893	1	14258 5
9/2/2008	WA	2008-040	E	1549893	1564148	1	14255
12/1/2008	WA	2008-041	E	1564148	1578418	1	14270
3/3/2009	WA	2009-042	E	1578418	1592690	1	14272
6/1/2009	WA	2009-043	E	1592690	1606953	1	14263 5
9/1/2009	WA	2009-044	E	1606953	1621218	1	14265
12/1/2009	WA	2009-045	E	1621218	1635485	1	14267
3/2/2010	WA	2010-046	E	1635485	1649751	1	14266
6/3/2010	WA	2010-047	E	1649751	1664016	1	14265
9/1/2010	WA	2010-048	E	1664016	1678281	1	14265
12/2/2010	WA	2010-049	E	1678281	1692546	1	14265 5
3/2/2011	WA	2011-050	E	1692546	1706811	1	14265
6/2/2011	WA	2011-051	E	1706811	1721076	1	14265
9/14/2011	WA	2011-052	E	1721076	1735341	1	14265
12/6/2011	WA	2011-053	E	1735341	1785887	1	50546
3/31/2012	WA	2012-054	R	1785887	1785887	1	0 5
6/18/2012	WA	2012-055	E	1785887	1805656	1	19769
10/3/2012	WA	2012-056	E	1805656	1826801	1	21145
1/31/2013	WA	2012-057	E	1826801	1849666	1	22865
3/13/2013	WA	2013-058	E	1849666	1865610	1	15944
6/30/2013	WA	2013-059	E	1865610	1885540	1	19930 5
9/30/2013	WA	2013-060	E	1118300	1138271	1	19971
12/31/2013	WA	2013-061	E	1138271	1157948	1	19677
3/31/2014	WA	2014-062	E	1157948	1176828	1	18880
7/31/2014	WA	2014-063	E	1176828	1196442	1	19614 5
9/30/2014	WA	2014-064	E	1196442	1215977	1	19535
12/31/2014	WA	2014-065	E	1215977	1235403	1	19426
3/31/2015	WA	2015-066	E	1235403	1254766	1	19363

21 LANCERS
Account # 92300

Previous Reading	Corrected Reading	Estimated Consumption Billed	Date
1,885,540	1,905,511	19,971	9/30/2013
1,905,511	1,925,188	19,677	12/31/2014
1,925,188	1,944,068	18,880	3/31/2014
1,944,068	1,963,682	19,614	7/31/2014
1,963,682	1,983,217	19,535	9/30/2014
1,983,217	2,002,643	19,426	12/31/2014
2,002,643	2,022,006	19,363	3/31/2015
2,022,006	2,041,490	19,484	6/30/2015
2,041,490	2,060,942	19,452	9/30/2015
2,060,942	2,080,394	19,452	12/20/2015
2,080,394	2,099,832	19,438	3/31/2016
2,099,832	2,119,288	19,456	6/30/2016
2,119,288	2,138,737	19,449	9/30/2016
0	6,191	-240,886	12/23/2016

Meter change out
10/18/2016

Meter reading from change out	1,891,660
Minus corrected read	<u>2,138,737</u>
	-247,077
Plus reading on new meter	6,191
	-240,886

7C

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: May 22, 2018
RE: PALMERONE FARMS – LANDSCAPING SECURITIES

Based on a request for the return of two outstanding landscaping securities from the Owner \ Developer, I am recommending the release of the following cash securities:

Palmerone Farm Plaza	\$ 10,900
Starbucks Pad Site	\$ 5,000

The Palmerone Farm Plaza security was held to secure the replacement of seven (7) pine trees screening the east side of the building from Route 17K. These trees were replaced this Spring. The Starbucks security was held as the maintenance security for its landscaping. Two ornamental shrubs that died were replaced at this location.

As this requires Town Board action, I am requesting that this item be put on the next available agenda. If you have any questions or comments, please feel free to contact me.

JWO/id

cc: G. Canfield, Code Compliance Supervisor
A. Zarutskie, Town Clerk
R. Clum, Accountant

For the May 29, 2018 Workshop Meeting

From: Supervisor Gil Piaquadio



To: Town Board

Re: Part-time Employees' Salary

Currently, our part-time employees earn between \$10.40 and \$12.00 per hour. This is low for today's economy and I feel an increase to \$12.50 per hour is justified. To fund this increase, it will cost the Town approximately \$13,000 for the remainder of the year. This will affect approximately 25 employees. These funds are available in the 2018 Budget under the appropriate salary line in accounts 0100.

I am looking for a motion:

For the Town of Newburgh minimum hourly rate for permanent part-time employees to be \$12.50 per hour effective June 7, 2018.



GIL PIAQUADIO
Supervisor

8B

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

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

To: All Department Heads/Employees
From: Gil Piaquadio, Town Supervisor
Date: May 22, 2018
RE: Changing Work Week

The Town Board and I have decided to go to Automatic Data Processing ("ADP") for the processing and distribution of the Towns payroll checks. In order to accomplish this transition the Town will need to change its current pay week from the current Thursday through Wednesday to a Monday through Sunday. There will be no change to the pay date of Friday.

This needs to be done as ADP requires two full business days for processing, delivering paychecks and for transmitting the funds for direct deposit.

This change will occur with the check dated August 3, 2018, for the "new" pay period of July 23, 2018 (Monday) – July 29, 2018 (Sunday). Employees for this week were already paid for July 23, 24, and 25th, during the previous pay week (check dated 07/27/18) and therefor will have only worked (and eligible for payment) for July 26 and 27. In summary, this paycheck **will only be for 2 days** in which you worked (the other 3 were paid previously).

The Town Board and I know that this would be a struggle for most employees so we are going to offer that employees may choose to use up to 3 days of any available time to make up for this short week so an employee will receive a normal weekly check.

It is important for people who use all or most of their time to "save time" as if you have no accumulated time by this change you will **NOT** receive a full paycheck this week.

Gil Piaquadio



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

8C

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220
Fax: 845-566-9461
E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town supervisor
Town Board
From: Ronald E Clum, CPA, Town Accountant
Date: May 22, 2018
RE: ADP Payroll Service

You had asked me to meet with Dorian Lake from ADP and she went through the various services and products that they could offer us in regards to the processing of payroll and payroll reporting.

During that meeting she informed us of the following benefits of going to an outside service such as:

- Tax filing of all Federal and State Quarterly/Annual payroll
- Preparation and stuffing of all weekly payroll checks
- Wage garnishment processing
- Employee and Department Head self-service reporting/inquiry
- Paid-time off calculations, to mention a few

She indicated these services would be approximately \$40,000 * for the service and \$33,000 for 9 clocks, for a total of approximately \$73,000.

* Please note that this quote is based upon our employees receiving 1 check per week and we currently cut separate checks for different pay (ex: Boot allowances, Health Insurance reimbursements, etc.). This may have to change to save more money.

Can you kindly place this on the next agenda for the Boards consideration.



9

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓
Town Board

Cc: Lori Coady, Assessor

From: Charlene M Black, Personnel

Date: May 22, 2018

Re: Request for Assessor' Clerk Canvas

As you know, Nancy Elgueta will be leaving our employ end of day June 1st, 2018. I am asking the Board's permission to request the Canvas List for Assessor's Clerk from the County. Thank you in advance.

10A
and
10B

Data Processing May 29th Workshop Meeting

A. I am requesting permission to purchase a Dell Laptop Computer to be used by Ron Clum
This State Bid purchase will be made from FLC Equipment and Supplies of Cornwall, New York
In the amount of \$ 2,146.03

A

B. Expenditure of \$ 2,146.03 from the computer reserve account # 001-878

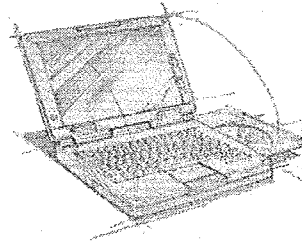
B

FLC Equipment and Supplies
 198 Willow Ave
 Cornwall, NY 12518-1331
 845-534-9800 Fax 845-534-4107

Estimate

Date	Estimate #
5/4/2018	2584

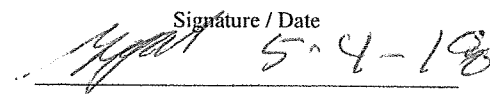
Name / Address
Newburgh Town Hall 1496 Route 300 Newburgh, NY 12550



Vendor Quote #

Description	Qty	Rate	FLC PO #	Total
Ron Clum				
Dell Latitude 5000 5580 Laptop with Keypad >Intel i7-7820HQ Quad-core (4 Core) 2.90 GHz CPU >16 GB DDR4 SDRAM >256 GB SSD Hard Drive >15.6" 1920 x 1080 Screen >Bluetooth >Finger Print Reader >front camera/webcam >GeForce 940MX NVIDIA Graphics Controller >HDMI >Windows 10 Pro 64-bit >FOUR (4) USB Ports >Wireless LAN > RJ-45 >Ethernet IEEE 802.11ac >Three Year Limited Warranty Next Business Day	1	2,146.03		2,146.03
Prices are subject to change without notice. If you have any questions please call.		Total		\$2,146.03

Any Items with Zeros "0" in the "Qty" column are optional.

Signature / Date
 5-4-18

May 15, 2018

Town of Newburgh Town Board
Gil Piaquadio, Supervisor
1496 Route 300
Newburgh, NY 12550

**Re: Proposed Open Development
Our File #7860**

Dear Supervisor Piaquadio & Town Board,

Attached please find five copies each of: a map of lands of Craig and Gwen Dawes, a proposed Access Easement Agreement, a copy of Town Law Section 280-a, an Open Development Petition, and project narrative.

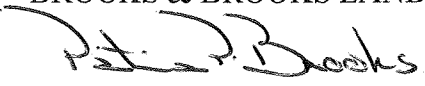
In accordance with Town Law Section 280-A1., a building permit may not be issued for lands of Dawes without access to a street or highway which has been suitably improved. As this parcel does not have frontage on such a roadway, the applicants seek relief through the establishment of an open development area as outlined in Section 240-A4.of the Town Law.

We respectfully request placement on the next available Town Board agenda to further discuss this application. Concurrent application has been made to the Planning Board and we have been placed on their June 7, 2018 agenda for review.

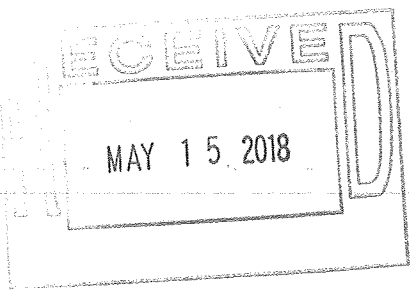
Thank you in advance for your consideration.

Very Truly Yours,

BROOKS & BROOKS LAND SURVEYORS, P.C.



Patricia P. Brooks, LS
President



original



www.brooksandbrooks.us
845-691-7339 phone 845-691-7166

11 Main Street Highland, NY 12528

PROJECT NARRATIVE

Applicants: Gwen M. and Craig S. Dawes
Project Type: Town Board – Creation of Open Development Area
Planning Board – Lot Line Revision
Date: May 14, 2018

Owner/applicants Craig S. and Gwen M. Dawes propose construction of a single family dwelling on a pre-existing non-conforming 21.8 acre parcel of land located in the Town of Newburgh, with access to be utilized over an existing driveway leading from East Road in the Town of Plattekill. Access to the parcel was originally over the now abandoned Lester Clarke Road that extended from Frozen Ridge Road in the Town of Newburgh, through the Town of Marlborough and then through the Town of Plattekill to East Road. The former roadway is shown on the tax map plot of the Line Revision and Open Development map submitted herewith.

As the former roadway is no longer maintained as a public highway, a Lot Line Revision application is submitted to include the conveyance of a twenty-five foot right of way (copy attached) from East Road to the subject landlocked parcel to provide safe and adequate access required for the construction of a single family dwelling.

Application is concurrently made to the Town of Newburgh Town Board for creation of an Open Development as a building permit for a residential structure can't be issued without the creation of an open development area.

Thank you in advance for your consideration of this application.

S:\PROJECTS\7860\DOCUMENTS\ProjectNarrative.doc

A NY State Certified Women's Business Enterprise, a US Disadvantaged Business Enterprise
and a NY City Certified Women's Business Enterprise
Member:
National Society of Professional Surveyors -New York State Association of Professional Land Surveyors
American Planning Association-New York Planning Federation
NYS GIS Association

original

Petition in the Matter of
The Application of CRAIG S. & GWEN M. DAWES
For Creation of an Open Development Area
Pursuant to Town Law Section 280-a(4)

Town of Newburgh Tax Parcel Section 6 Block 1 Lot 4
County of Orange, State of New York

Application of CRAIG S. and GWEN M. DAWES for creation of an open development area pursuant to Town Law Section 280-a(4) is hereby made to the Supervisor and Town Board, Town of Newburgh, New York.

CRAIG S. and GWEN M. DAWES, respectfully allege as follows:

1. Petitioners are the owner of certain real property located in the Town of Newburgh, County of Orange, and State of New York. Said land is known and designated upon tax map of the Town of Newburgh as Section 6, Block 1, Lot 4. Petitioners became the owner of said lands by virtue of a deed from Richard J. Smith dated the 28th day of July, 2017 and recorded in the Orange County Clerk's Office in Liber 14266 at page 1968.
3. The petitioners' proposal is set forth on a map prepared by Brooks & Brooks Land Surveyors, P.C., Patricia P. Brooks, L.S. dated December 19, 2017 and consisting of one sheet entitled "Map of Proposed Open Development of Lands of Craig S. & Gwen M. Dawes" A copy of map is annexed hereto as Exhibit "A."
4. As can be seen on Exhibit "A," the petitioners' property is accessed by a twenty foot wide right of way. A sixteen foot wide gravel driveway has been constructed within said Right of Way to provide safe and adequate access to a proposed single family dwelling. Application has been made to Central Hudson Gas & Electric Corporation for an easement to cross the Transmission Corridor.

5. The petitioners make the request for creation of the open development area, because, absent creation of an open development area, issuance of a building permit for a residential structure on Tax Lot #4 is prohibited.

WHEREFORE, the petitioners prays that the Town Board of the Town of Newburgh take such steps and such actions as may be necessary to grant relief sought in this petition.

Dated: May 3, 2018

CRAIG S. DAWES
PETITIONER

[Signature]
Signature

Gwen M. Dawes
Signature

GWEN M. DAWES
PETITIONER

5/4/18
Date

5/4/18
Date

State Of New York }
Country Of Ulster } SS:

On the 4th day of May in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared

Craig S. Dawes; Gwen M. Dawes, 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, 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.

SUZANNE DEMSKIE
Notary Public, State of New York
Reg. No. 01DE6240448
Qualified in Ulster County
Commission Expires May 02, 2019

[Signature]
Notary Public

PROXY

**CRAIG S. DAWES, DEPOSES AND SAYS THAT HE RESIDES AT PO BOX 682,
IN THE COUNTY OF ULSTER AND STATE OF NEW YORK AND THAT HE IS
THE OWNER IN FEE OF TAX MAP SECTION 6, BLOCK 1, LOT 4
WHICH IS THE PREMISES DESCRIBED IN THE FOREGOING
APPLICATION AS DESCRIBED THEREIN TO THE TOWN OF NEWBURGH
TOWN BOARD AND BROOKS & BROOKS LAND SURVEYORS, P.C. IS
AUTHORIZED TO REPRESENT THEM AT MEETINGS OF SAID BOARD.**

DATED: 5/1/18

CS D
OWNERS SIGNATURE

Craig S Dawes
OWNERS NAME (printed)

Suzanne Demskie
WITNESS' SIGNATURE

**NAMES OF ADDITIONAL
REPRESENTATIVES**

Suzanne Demskie
WITNESS' NAME (printed)

PROXY

GWEN M. DAWES, DEPOSES AND SAYS THAT SHE RESIDES AT PO BOX
682, IN THE COUNTY OF ULSTER AND STATE OF NEW YORK AND THAT
SHE IS THE OWNER IN FEE OF TAX MAP SECTION 6, BLOCK 1, LOT 4
WHICH IS THE PREMISES DESCRIBED IN THE FOREGOING
APPLICATION AS DESCRIBED THEREIN TO THE TOWN OF NEWBURGH
TOWN BOARD AND BROOKS & BROOKS LAND SURVEYORS, P.C. IS
AUTHORIZED TO REPRESENT THEM AT MEETINGS OF SAID BOARD.

DATED: 5/9/18

Gwen M. Dawes
OWNERS SIGNATURE

Gwen M. Dawes
OWNERS NAME (printed)

[Signature]
WITNESS' SIGNATURE

NAMES OF ADDITIONAL
REPRESENTATIVES

Suzanne Demskic
WITNESS' NAME (printed)

[The Laws Of New York \(/LEGISLATION/LAWS/ALL/\)](#) / [Consolidated Laws \(/LEGISLATION/LAWS/CONSOLIDATED/\)](#) / [Town \(/LEGISLATION/LAWS/TWN/\)](#) / [Article 16: Zoning And Planning \(/LEGISLATION/LAWS/TWN/A16/\)](#) /

[PREV](#)

[SECTION 280](#)

[Permits For Buildings In Bed Of Mapped Streets \(/Legislation/Laws/TWN/280/\)](#)

[NEXT](#)

[SECTION 281](#)

[Municipal Improvements In Streets \(/Legislation/Laws/TWN/281/\)](#)

Section 280-A

Permits for buildings not on improved mapped streets

Town (TWN)

SHARE



1. No permit for the erection of any building shall be issued unless a street or highway giving access to such proposed structure has been duly placed on the official map or plan, or if there be no official map or plan, unless such street or highway is (a) an existing state, county or town highway, or (b) a street shown upon a plat approved by the planning board as provided in sections two hundred seventy-six and two hundred seventy-seven of this article, as in effect at the time such plat was approved, or (c) a street on a plat duly filed and recorded in the office of the county clerk or register prior to the appointment of such planning board and the grant to such board of the power to approve plats.

2. Before such permit shall be issued such street or highway shall have been suitably improved to the satisfaction of the town board or planning board, if empowered by the town board in accordance with standards and specifications approved by the town board, as adequate in respect to the public health, safety and general welfare for the special circumstances of the particular street or highway.

Alternatively, and in the discretion of such board, a performance bond sufficient to cover the full cost of such improvement as estimated by such board shall be furnished to the town by the owner. Such performance bond shall be issued by a bonding or surety company approved by the town board or by the owner with security acceptable to the town board, and shall also be approved by such town board as to form, sufficiency and manner of execution. The term, manner of modification and method of enforcement of such bond shall be determined by the appropriate board in substantial conformity with section two hundred seventy-seven of this article.

3. The applicant for such a permit may appeal from the decision of the administrative officer having charge of the issue of permits to the board of appeals or other similar board, in any town which has established a board having the power to make variances or exceptions in zoning regulations for: (a) an exception if the circumstances of the case do not require the structure to be related to existing or proposed streets or highways, and/or (b) an area variance pursuant to section two hundred sixty-seven-b of this chapter, and the same provisions are hereby applied to such appeals and to such board as are provided in cases of appeals on zoning regulations. The board may in passing on such appeal make any reasonable exception and issue the permit subject to conditions that will protect any future street or highway layout. Any such decision shall be subject to review by certiorari order issued out of a special term of the supreme court in the same manner and pursuant to the same provisions as in appeals from the decisions of such board upon zoning regulations.

4. The town board may, by resolution, establish an open development area or areas within the town, wherein permits may be issued for the erection of structures to which access is given by right of way or easement, upon such conditions and subject to such limitations as may be prescribed by general or special rule of the planning board, if one exists, or of the town board if a planning board does not exist. If a planning board exists in such town, the town board, before establishing any such open development area or areas, shall refer the matter to such planning board for its advice and shall allow such planning board a reasonable time to report.

5. For the purposes of this section the word "access" shall mean that the plot on which such structure is proposed to be erected directly abuts on such street or highway and has sufficient frontage thereon to allow the ingress and egress of fire trucks, ambulances, police cars and other emergency vehicles, and, a frontage of fifteen feet shall presumptively be sufficient for that purpose.

[PREV](#)

[SECTION 280](#)

[Permits For Buildings In Bed Of Mapped Streets \(/Legislation/Laws/TWN/280/\)](#)

[NEXT](#)

[SECTION 281](#)

[Municipal Improvements In Streets \(/Legislation/Laws/TWN/281/\)](#)

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") dated as of May , 2018, is by and between Henry J. Dawes (referred to hereinafter as "Grantor") having an address at 505 East Road, Marlboro, New York 12542 and Craig S. Dawes and Gwen M. Dawes, having an address at PO Box 682, Wallkill, New York, 12589 (Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee of a certain parcels of land in the Town of Plattekill, Ulster County, New York, known as tax map number 108.3-5-15 and tax map number 108.3-5-24, and also as 505 East Road, Marlboro, New York 12542 ("Grantor's Land”);

WHEREAS, Grantee is the owner in fee of a certain adjacent parcel of land in the Town of Newburgh, Orange County, New York, known as tax map number 6-1-4 and also as (no number) Lester Clark Road, Newburgh, New York 12550 ("Grantee's Land”);

WHEREAS, the parties desire to create an easement over and across a certain portion of Grantor's Land, as particularly described on the attached Exhibit A (the "Easement Premises”), for access to and from Grantee's Land, and

NOW, THEREFORE, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor grants to Grantee an exclusive easement and right-of-way for access, ingress, egress, and utilities to and from Grantee's Land in, on, over, upon, and across the Easement Premises to and from the road known as East Road.
2. The easement granted by this Agreement shall be perpetual in nature, shall in all respects run with the land, shall be binding on and inure to the benefit of Grantee, their distributees, successors, assigns and grantees, and is created for the benefit of, and shall be appurtenant to, Grantee's Land, and shall burden Grantor's Land.
3. Grantee and grantee's successors and assigns shall be responsible for the maintenance of the easement premises in a safe and passable condition.
4. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be changed or terminated nor may any of its provisions be waived orally, but only by an agreement signed by the party against whom enforcement of such change, termination, or waiver is sought.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

GRANTOR:

Henry J. Dawes

GRANTEE:

Craig S. Dawes

Gwen M. Dawes

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the day of May, 2018 before me, the undersigned, personally appeared Henry J. Dawes, 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 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)

On the day of May, 2018 before me, the undersigned, personally appeared Craig S. Dawes and Gwen M. Dawes, 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 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

Exhibit A

DESCRIPTION OF PROPOSED
25' WIDE RIGHT OF WAY
OVER LANDS OF HENRY J. DAWES

ALL THAT PARCEL OF LAND SITUATE in the Town of Plattekill, County of Ulster and State of New York being a right of way twenty-five feet in width extending from East Road in an easterly and southerly direction to lands of Craig S. and Gwen M. Dawes located in the Town of Newburgh, Orange County, New York as recorded in Deed Liber 14266 at page 1968, said right of way being more particularly bounded and described as follows:

BEGINNING at a point in a blacktop driveway on the easterly bounds of East Road at the most northwesterly corner of lands conveyed to Henry J. Dawes as recorded in Deed Liber 1349 at page 1086, and beginning thence along the northerly and easterly bounds of said lands of Henry J. Dawes, along the division line with lands conveyed to Gregory K. Dawes as recorded in Deed Liber 2899 at page 130, the following:
South 85°18'14" East 112.04 feet to a point, thence
South 49°11'24" East 28.30 feet to a point, thence
South 22°11'39" East 58.77 feet to a point, thence
South 05°08'54" East 23.96 feet to a point on the division line with lands conveyed to Henry J. Dawes as recorded in Deed Liber 3167 at page 162, thence along the division line with said lands
South 05°08'54" East 74.44 feet to a point, thence
South 08°01'28" West 31.31 feet to the southeast corner of said lands conveyed to Henry J. Dawes as recorded in Deed Liber 3167 at page 162, thence continuing through lands conveyed to Henry J. Dawes as recorded in aforementioned Deed Liber 1349 at page 130 the following:
South 08°01'28" West 6.41 feet to a point, thence
South 09°14'54" West 66.64 feet to a point, thence
South 05°45'19" West 35.28 feet to a point, thence
South 21°43'29" East 55.97 feet to a point, thence
South 01°38'28" East 40.11 feet to a point, thence
South 10°46'14" West 153.13 feet to a point on the division line between the Town of Plattekill and the Town of Newburgh, on the division line with lands conveyed to Craig S. and Gwen M. Dawes as recorded in Deed Liber 14266 at page 1968, thence along said division line,
South 84°10'57" West 26.09 feet to a point, thence through aforementioned lands conveyed to Henry J. Dawes as recorded in Deed Liber 3167 at page 162, and Deed Liber 1349 at page 1086, on a line twenty-five feet westerly of and parallel the easterly bounds of the herein described right of way as follows:
North 10°46'22" East 157.83 feet to a point, thence
North 01°38'28" West 32.99 feet to a point, thence
North 21°43'29" West 57.66 feet to a point, thence
North 05°45'19" East 44.29 feet to a point, thence

North 09°21'46" East 65.03 feet to a point, thence
North 08°01'28" East 34.54 feet to a point, thence
North 05°08'54" West 91.77 feet to a point, thence
North 22°11'39" West 49.02 feet to a point, thence
North 49°11'25" West 14.15 feet to a point, thence
North 85°18'14" West 116.82 feet to a point on the easterly bounds of aforesaid East Road, thence along the
easterly bounds of said East Road North 32°02'30" East 28.15 feet to the place of beginning.

Containing 0.39 Acres

Being a right of way for access, ingress, egress, and utilities to service said lands conveyed to Craig and
Gwen Dawes located in the Town of Newburgh.



County Legislature

L. Stephen Brescia, Chairman
Jean M. Ramppen, Clerk
255 Main Street, 2nd Floor
Goshen, NY 10924

Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

April 25, 2018

Honorable Gilbert Piaquadio
Supervisor for the Town of Newburgh
1496 Route 300
Newburgh, NY 12550

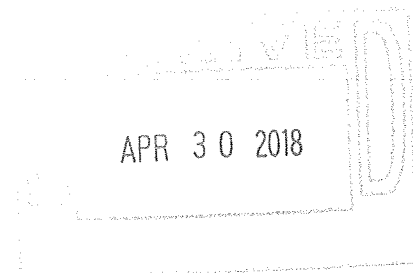
Dear Supervisor Piaquadio,

We received a letter from your office dated April 20th regarding the agricultural district enrollment application from Harry Serviss. You were correct that the maps were inaccurate and that parcel 34-1-25.2 is on the east side of Union Ave, not the west side as was depicted in the maps you were sent. The error was a result of a technical issue with our map data but has since been corrected, as you will see in the attached maps.

We apologize for this error and any confusion it may have caused. Please reach out to our office with any questions.

Sincerely,

L. Stephen Brescia
Chairman



cc: Legislator-Honorable Leigh J. Benton
David Church-Commissioner of Planning
Jennifer MacLeod

Enclosures



County Legislature

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*Town Supervisor
Piaquadio*

L. Stephen Brescia, Chairman
Jean M. Ramppen, Clerk

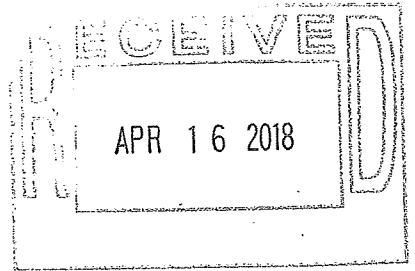
Orange County Government Center
255 Main Street
Goshen, NY 10924 - 1627

Tel: (845) 291-4800 Fax: (845) 378-2375

April 12, 2018

[Handwritten scribbles]

Honorable Gilbert J. Piaquadio
Supervisor for the Town of Newburgh
1496 Route 300
Newburgh, New York 12550



Re: Agricultural District No. 1 Request
Landowner: Harry Serviss
SBL 34-1-25.2

Dear Supervisor Piaquadio:

The above landowner submitted an application to the Orange County Legislature for inclusion of the above lands in the County's Agricultural District.

We invite any comments the Town may have concerning this request. The applications will be considered by the Orange County Agricultural & Farmland Protection Board at its April 18, 2018 and May 16th, 2018 meeting. We would appreciate hearing from you prior to that time.

All applications will be submitted to the Legislative oversight committees in May, a public hearing on June 7th, 2018, with the expectation of a vote by the full Legislature at the July 2, 2018 session. We look forward to hearing from you.

Sincerely,
L. Stephen Brescia
L. STEPHEN BRESCIA
CHAIRMAN

Enclosures

cc: Legislator - Honorable Leigh J. Benton w/attachments
Jennifer MacLeod w/o attachment

**ORANGE COUNTY AGRICULTURAL DISTRICT
ANNUAL ENROLLMENT FORM**

Application to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District. Annual period for such requests is March 1 through March 31.

INSTRUCTIONS (TO BE COMPLETED BY LANDOWNER)

1. Complete and sign application.
2. Return to Orange County Department of Planning (address below) between March 1 through March 31 5:00 PM.

PART I LANDOWNER DESCRIPTION

Name Harry Service
 Daytime Telephone (415) 590-8110 Fax ()
 Mailing Address 1298 Union Avenue City/Town/Village Newburgh
 State NY Zip 12550 Email Address occs1011@gmail.com

PRIMARY CONTACT

Name Same
 Daytime Telephone () Fax ()
 Mailing Address _____ City/Town/Village _____
 State _____ Zip _____ Email Address _____
 Best Contact Time _____

PART II PROPERTY DESCRIPTION

Please describe the property proposed to be added to the Agricultural District and list the tax map parcel numbers for all parcels that you wish to be included in the Agricultural District Program. Also indicate the town in which they are located. If you are unsure of your tax map parcel numbers please check with your local assessor. Please note that there may be a site inspection of the parcel. The owner is required to be available to meet with a representative of the County during the inspection. (Attach extra sheets if necessary):

<u>Tax Map Parcel #</u>	<u>Town</u>	<u>Tax Map Parcel #</u>	<u>Town</u>	<u>Tax Map Parcel #</u>	<u>Town</u>
<i>(Example: 1-1-21 Monroe)</i>					
<u>34-1-25-2</u>	<u>Newburgh</u>				

I would prefer my property to be included in Agricultural District No. 1

Total Number of Acres to be Included 98
 Total Acreage Used for Agricultural Purposes 98
 Describe Current Land Use and/or Agricultural Activity/Crop Forest

List Soil Types 14.990 SxL, 12.190 ESB, 5.390 EFG, 3.3.70 MdB, 16.290 MBL, 15.890 mdd

Are Any Soils Listed as Prime or Important by the New York State Department of Agriculture and Markets?
 If so, How Many Acres are Prime? _____ How many acres are important? _____

Has this Property been Subdivided? no If Yes, Date of Subdivision _____
 Is this Property Proposed for Subdivision? no If Yes, Current Stage of Development _____
 Provide a Copy of the Subdivision Map _____

PART II (CONTINUED)

The Local Zoning Designation for the Property is R2/RR

List any Local Municipal Restrictions on the Use of the Property NONE

Identify any Outstanding Local Building or Zoning Code Violations NONE

List any Deed Restrictions or Easements on the Property NONE

PART III BUSINESS DESCRIPTION

Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Attach extra sheets if necessary.)

Field for hay. Proposed 98 acres to be added for the 100% value ag district which is contiguous.

Is this Property Currently Receiving Agricultural (Ag) Assessment? NO

Attach Agricultural Business Plan (Optional)

PART IV SIGNATURE

I attest that the above information is correct to the best of my knowledge and hereby officially request that my property, which includes **viable agricultural land**, be included in the Agricultural District Program. I recognize that such land, once officially included in the Agricultural District Program, may not be removed from this program until the eight-year review period for the Agricultural District into which my land is placed. I understand that this is not an application for an agricultural value assessment. I further understand that all applications will be forwarded to the local municipality for comments. I also acknowledge that this request is subject to a public hearing, action by the Orange County Legislature and certification by the NYS Department of Agriculture and Markets.

Signature [Signature] Date 3-15-12

If you have any questions regarding this form please call or email the Orange County Department of Planning at Planning@co.orange.ny.us (845) 615-3840, Monday through Friday 9:00 A.M. to 5:00 P.M. **PLEASE RETURN**

THIS APPLICATION TO: Orange County Dept of Planning
124 Main Street Goshen, N.Y. 10924



NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

13

TELEPHONE (845) 564-7165
FACSIMILE (845) 564-7171

HON. JUDE T. MARTINI
TOWN JUSTICE

HON. RICHARD CLARINO
TOWN JUSTICE

MEMORANDUM

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

FROM: Richard Clarino, Town Justice
Jude T. Martini, Town Justice

RC
JTM

DATE: May 22, 2018

SUBJECT: Purchase of Toshiba Copier

The Town of Newburgh Court has \$9,500.00 in its 2018 budget for the purchase of a Toshiba Copier to replace the existing 12-year-old Ricoh copier. A copy of the NY State Contract Bid and Sales Order is attached. We are seeking your approval for said purchase.

Please place this matter on the next available Council agenda for your approval.

Thank you.

Attachments

APP #
001-1110-0200-
0102
Me
TOTAL PURCHASE
\$ 6,302.00



TOSHIBA BUSINESS SOLUTIONS

Toshiba e-Studio 6508 Multifunctional Copier/Printer/Scanner/Fax

NY STATE CONTRACT: NUMBER PT66615

Toshiba e-Studio 6508A	\$4,852.00
2,000 Sheet Finisher/Stapler	\$1,157.00
Internal Fax	<u>\$294.00</u>
Total:	\$6,303.00

Recommended Option:

Wireless (WiFi)	\$138.00
-----------------	----------

Toshiba Total Quality Service Maintenance Agreement

- \$90.00/month-Annual Contract
- ALL MAINTENANCE PARTS AND REPAIRS
- ALL SUPPLIES (Except Paper and Staples)
- Includes 12,500 Images Monthly
- Overages Billed Quarterly at a Rate of: \$0.0072 Per Image



INCLUDED IN PRICING:

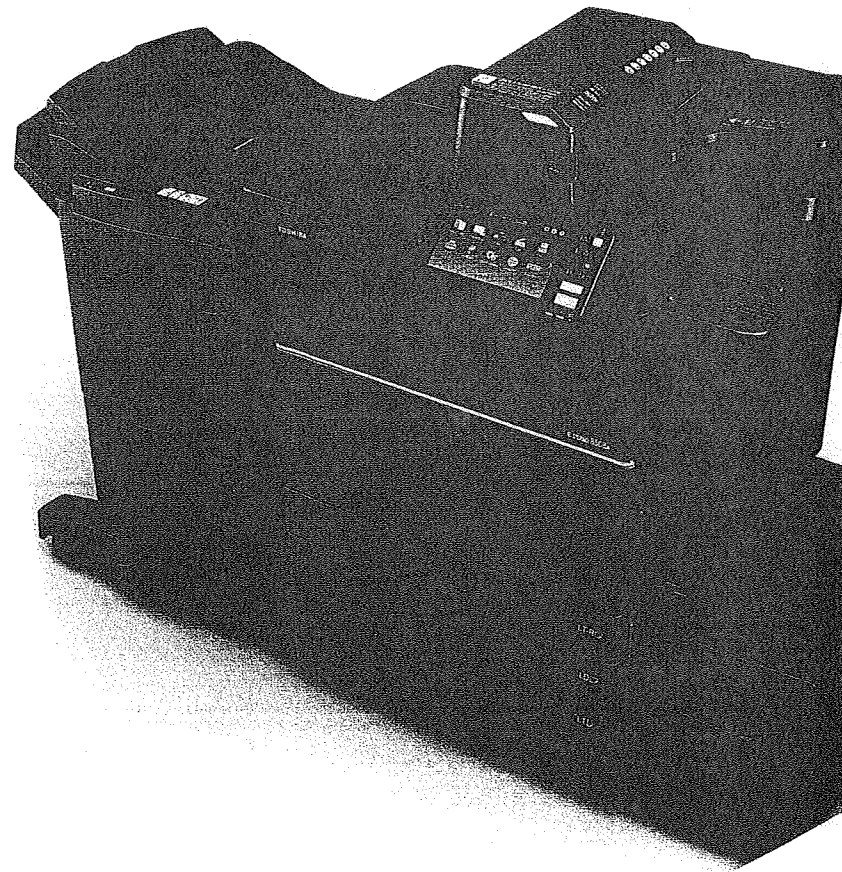
- In house training
- Setup and Delivery
- Removal and disposal of current Ricoh Aficio MP6000.

Miscellaneous Information:

- There would a shipping charge for supplies on the monthly invoices.
- Maintenance is subject to an annual escalation of up to 5%.
- All networking cables and devices are the responsibility of the customer.
- Pricing is good until NY State Office of Governmental accepts new contract.

e-STUDIO™ 5508A
e-STUDIO™ 6508A
e-STUDIO™ 7508A
e-STUDIO™ 8508A

- > Black & White Multifunction Printer
- > Up to 85 PPM
- > Large Workgroup
- > Copy, Print, Scan, Fax
- > Secure MFP
- > Solutions Ready





REMOVAL REPORT
RR-1.0.0

SALES PACKET NUMBER	DATE
	2018-05-11

Sales Representative: Karl Robisch

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS			
Customer Name: TOWN OF NEWBURGH		Department:	
Address: 311 ROUTE 32		Phone #: (845) 564-0960	Ext. 204 Fax #:
Address 2:		Contact: DESSY ACEVEDO	
City: NEWBURGH	State: NY Zip: 12550	Email: DESSYACEVEDO@NYCOURTS.GOV	
Leasing Company:	Lease #:	Make/Model: RICOH/AFICIO 6000	Final Black Meter:
Disposition: Dispose	TBS Device:	Serial #: M9285900870	Final Color Meter:
Buyout Type:	Paid By:	Replaced By: 1	Final Scan Meter:
		EOL Option: Declined	EOL Charge:

Customer Name:		Department:	
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State: Zip:	Email:	
Leasing Company:	Lease #:	Make/Model:	Final Black Meter:
Disposition:	TBS Device:	Serial #:	Final Color Meter:
Buyout Type:	Paid By:	Replaced By:	Final Scan Meter:
		EOL Option:	EOL Charge:

Customer Name:		Department:	
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State: Zip:	Email:	
Leasing Company:	Lease #:	Make/Model:	Final Black Meter:
Disposition:	TBS Device:	Serial #:	Final Color Meter:
Buyout Type:	Paid By:	Replaced By:	Final Scan Meter:
		EOL Option:	EOL Charge:

Customer Name:		Department:	
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State: Zip:	Email:	
Leasing Company:	Lease #:	Make/Model:	Final Black Meter:
Disposition:	TBS Device:	Serial #:	Final Color Meter:
Buyout Type:	Paid By:	Replaced By:	Final Scan Meter:
		EOL Option:	EOL Charge:

Special Instructions:	
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SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges 0.00

CUSTOMER ACCEPTANCE			
You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.			
By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.			
Print Name:	Signature: X	Title:	Date:

DECLINATION			
<input checked="" type="checkbox"/> Customer declines that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printers. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.			
Print Name:	Signature: X	Title:	Date:

TBS ACCEPTANCE			
Print Name:	Signature: X	Title:	Date:

TERMS AND CONDITIONS

FOR ALL ITEMS WITH DISPOSITION OF: CUSTOMER OWNED TRADE-IN

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A LEASE BUYOUT

The customer representative acknowledges that said equipment is leased from the named Leasing Company and that the remittance and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If not, the customer assumes any remaining liability with the Leasing Company. The customer's terms of shipment to the Leasing Company are F.O.B. destination (i.e. the Leasing Company). **If the equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. It is the responsibility of the customer to return the equipment as specified by the leasing company. Failure to follow this disposition process will result in an automatic renewal of the lease agreement as specified in the original lease terms.**

FOR ALL ITEMS WITH CHECK TO CLIENT

The customer representative acknowledges that TBS will be providing the customer with a check for the sum of all indicated buyout amounts. This amount is given to the customer's organization with the intention of paying the remaining lease payments to their existing leasing company and customer is responsible for any additional charges. Customer understands that it is their responsibility to continue to make these lease payments in order to fulfill their previous contract, and to notify their existing leasing company of their intent to return the equipment as per the terms of their lease agreement.

FOR ALL ITEMS WITH STORED BY TBS

The customer representative authorizes TBS to pick up and store the identified equipment for the remainder of the lease period. Once the customer has fulfilled their payment obligations under that lease, customer will provide TBS with complete instructions indicating where the stored equipment is to be returned. Customer shall indicate on the return instructions the models and serial numbers of the equipment to be returned which must match those referenced on this agreement. Customer will not hold TBS liable for any damages.

SECURITY OPTIONS - STATEMENT OF WORK

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Enhanced Security: Includes removing and returning uncleaned HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

GENERAL TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.

2. Title and Risk of Loss. Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.

3. Price, Taxes and Interest Charges. Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.

4. Terms/Cash Sales. Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.

5. Extended Terms/Contracts. Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.

6. Delivery. Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.

7. Force Majeure. Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God, any government order, any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood, casualty, governmental regulation or requirement, terrorism or terrorist threat, shortage or failure of raw material, supply fuel, power or transportation, breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated; or (ii) due to any strike, labor dispute, or differences with workers, regardless of whether or not Seller is capable of selling any such labor problem.

8. Laws, Ordinance and Regulations. Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.

9. Changes in Design. Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.

10. Off Quality and Goods Made to Buyer's Specifications. Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of the manufacture, design or sale of such Goods.

11. Warranty. Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.

12. Returns. Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.

13. EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS. BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.

14. Technical Advice. Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the pricing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.

15. LIABILITY LIMITATION. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.

16. Cancellation or Changes of Order. No order may be withdrawn or canceled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.

17. Set-Offs. Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.

18. No Protection from Claim of Infringement. Seller makes no representation or warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.

19. APPLICABLE LAW, THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.

20. Service Delivery. Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.

21. Buyer Declination of Service Contract. If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.

22. Freight. Buyer assumes responsibility for freight charges on orders placed with Seller.

23. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

24. Amendment and Waiver. No amendment of these terms and conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.

25. Parties Bound. All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.

26. Further Assurances. The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.



CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

SALES PACKET NUMBER EFFECTIVE DATE

Sales Representative: Karl Robisch

05/11/2018

CUSTOMER INFORMATION

Customer Name: TOWN OF NEWBURGH	Customer Contact: FIRTHCLIFF TECHNOLOGIES-BOB
Address: 311 ROUTE 32	eMail:
Address 2:	Phone #: 845.534.9800 Ext. Customer PO #:
City: NEWBURGH State: NY Zip: 12550	Meter Collection: Meters Online

CONNECTIVITY OPTIONS (Check All That Apply)

OPTION A: Network Administrator Integration and Training - Remote
 Includes basic device configuration, print driver installation on up to five workstations and administrator training. Additional Services will be billed at published TBS Service rates. Includes Orientation of an Administrator to controller on their network, installation of 5 workstations for printing, scanning. Connection Project not to exceed 4 hours. Any additional time required beyond 4 hours will be billed at current Professional Services Rates. If less than 4 hours is required, no time is banked for future use.

<input type="checkbox"/> OPTION B: Custom Network Integration - Variable / Additional Charges	Qty	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device	0	Device
• Print Driver Installation	0	Workstation
• PC Fax Driver Installation	0	Workstation
• Print Driver and PC Fax Driver on same Workstation	0	Workstation
• Scan to Copier Controller	0	Scanning Template
• Scan to Network Folder	0	Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server	0	Initial Setup
- Additional Setup per Scanning Template	0	Scanning Template
- Off-site SMTP Server	0	Hour Unit Completion
• Incoming Fax Routing to Copier Controller	0	Fax Destination
• Incoming Fax Routing to Network Folder Location	0	Fax Destination
• Incoming Fax Routing to Email - Destinations	0	Destination
Requires Scan To Email Set Up		
• User Code Enforcement	0	10 User Codes

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$ 200.00 Per Hour.
 Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.
 By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:
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DECLINATION

Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

TERMS AND CONDITIONS (CONTINUED)

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. Term. This Contract will remain in force for 12 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual periods unless either party provides notice of termination not less than thirty (30) days the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment. The service to keep the equipment in or return the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not ensure the uninterrupted operation of the equipment. If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be an additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests. In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of panel controllers and programmer enables that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract. If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period. Your Teoliba system will come with two-way communication installed. TBS will provide updates, system check ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested. Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustments, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. Upon the first Renewal Date and each subsequent Renewal Date thereafter, TBS reserves the right to increase the Minimum Payment and/or Excess Unit Charge by the greater of either: (i) fifteen (15%) percent or (ii) the then-current cost per unit for that model.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, fuser and toner cartridges) for the Term of the Contract, except as excluded in section 11 below. Customer is responsible for ensuring supplies to ensure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifty percent (50%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the cost of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges set under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities permitted, excluding taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as specified in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, a fault at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon. If persons other than TBS representatives install, operational, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as outlined in the Operator Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from installation will be at TBS's normal hourly rates.

11. EXCLUSIONS. Service under this Contract does not include:

- (a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:
 - (i) Service of equipment if moved outside of TBS's designated service area
 - (ii) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster.
 - (iii) Service of accessories, attachments or other control devices other than those of the same manufacturer as the equipment;
 - (iv) Printing or refreshing of the equipment;
 - (v) Making specification changes;
 - (vi) Overhaul: when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost
 - (vii) Performing key operator functions as described in the operator manual;
 - (viii) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;
 - (ix) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;
 - (x) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities provided by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control;
 - (xi) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available
 - (xii) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as detailed in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

13. NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE, EXCEPT AS PROVIDED HEREIN. THE PARTS AND SERVICES ARE PROVIDED "AS IS."

13. GENERAL. Subject to the terms of the following paragraphs, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice. Any such modification will apply unless the Customer withdraws the equipment affected by such modification from the Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect. The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Teoliba authorized dealer or Customer will waive certain rights under Teoliba's manufacturer's warranty. This Contract is not assignable. Its rights, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void. TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect. TBS is not responsible for failure to render service due to strikes beyond its control. This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party taking the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.



MAINTENANCE CONTRACT SCHEDULE

MAS-1.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Karl Robisch

05/11/2018

Customer Name: TOWN OF NEWBURGH

POOL DETAILS		DESCRIPTION: BLACK IMAGES		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	METER
Toshiba/ESTUDIO6508A	DIGITAL MONOCHROME MFP WIT	TOWN COURT CLERKS OFFICE		

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
Black	12500	Images	90.00	Monthly	0.0072	Quarterly

POOL DETAILS		DESCRIPTION:		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	METER

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS		DESCRIPTION:		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	METER

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS		DESCRIPTION:		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	METER

POOL TOTALS						
Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

Customer Initials _____



TOSHIBA BUSINESS SOLUTIONS

Toshiba e-Studio 6508 Multifunctional Copier/Printer/Scanner/Fax

NY STATE CONTRACT: NUMBER PT66615

Toshiba e-Studio 6508A	\$4,852.00
2,000 Sheet Finisher/Stapler	\$1,157.00
Internal Fax	<u>\$294.00</u>
Total:	\$6,303.00

Recommended Option:

Wireless (WiFi)	\$138.00
-----------------	----------

Toshiba Total Quality Service Maintenance Agreement

- \$90.00/month-Annual Contract
- ALL MAINTENANCE PARTS AND REPAIRS
- ALL SUPPLIES (Except Paper and Staples)
- Includes 12,500 Images Monthly
- Overages Billed Quarterly at a Rate of: \$0.0072 Per Image

TOSHIBA
BUSINESS SOLUTIONS



INCLUDED IN PRICING:

- In house training
- Setup and Delivery
- Removal and disposal of current Ricoh Aficio MP6000.

Miscellaneous Information:

- There would a shipping charge for supplies on the monthly invoices.
- Maintenance is subject to an annual escalation of up to 5%.
- All networking cables and devices are the responsibility of the customer.
- Pricing is good until NY State Office of Governmental accepts new contract.

TOSHIBA
BUSINESS SOLUTIONS



ACCOUNT OVERVIEW

Current Copier/ Configuration: Ricoh Aficio MP 6000
60 Pages Per Minute Black and White
First Copy Speed of 4.2 Seconds
100 Sheet Dual Scan Document Feeder
2-550 Sheet Universal Paper Drawers
1-1,550 Sheet Letter Drawer
Scans at 75 Images Per Minute
256 MB Main Memory/80 GB Hard Drive
Automatic Duplex (2 Sided) Copying/Printing
Stapling

Installation: 2008

Current Maintenance Payment: \$243.70/Month

Included in Contract: All Parts, Labor and Toner

Black Images Included: 15,000/Month

Actual Black Usage: 10,000/Month

Black Overage Rate: \$0.0162/Image

Total Cost: \$ 243.70 /Month

TOSHIBA
BUSINESS SOLUTIONS



PROPOSED SYSTEM CONFIGURATION/FEATURES

Toshiba e-Studio 6508 Multifunctional Copier/Printer/Scanner/Fax

65 Pages per Minute Black and White

First Copy Speed of 5.2 Seconds

Multi-Configurable Adjustable Color 9" LCD Touch Panel

300 Sheet Dual-Scan Document Feeder

Scanning Speed of up to 120 Pages Images Per Minute Single-Sided; 240 Images per Minute Two-Sided

4 GB of Main Memory

320 GB Self Encrypting Hard Disk Drive w/Data Overwrite

Dual-Core Intel Atom Processor 1.33 Ghz.

Automatic Duplex (2 Sided) Copying

E-Filing (Electronic document storage on hard drive of copier)

2-540 Sheet Universal Paper Drawer

1-2,320 Sheet Letter Drawer

120 Sheet Universal By-Pass

50 Sheet, 3 Position Stapler/Finisher with 2,000 Sheet Capacity

Internal Fax

TOSHIBA
BUSINESS SOLUTIONS



COPY 14

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: May 9, 2018

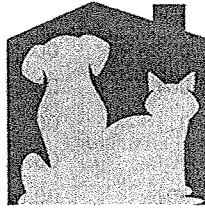
I am requesting authorization to use the T-94 account to pay for contract services from:
Walden Humane Society

Totaling: \$400.00

Feline: \$

Canine: \$400.00

Humane Society of Walden-HSW
 2489 Albany Post Rd PO Box 135
 Walden, NY 12586
 845 778 5115
 hswalden@yahoo.com
 waldenhumane.org



INVOICE

BILL TO
 645 Gidney Ave.
 Newburgh NY 12550

INVOICE # 1205
DATE 05/08/2018
DUE DATE 06/07/2018
TERMS Net 30

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
transfer	stackies transferred 4/5/18	1	100.00	100.00
transfer	duke transferred 4/11/18	1	100.00	100.00
transfer	Amber transferred 4/26/18	1	0.00	0.00
transfer	Smokey transferred 5/3/18	1	100.00	100.00
transfer	Theo transferred 5/3/18	1	100.00	100.00
transfer	oreo (cat) 4/11/18	1	0.00	0.00
transfer	9 cats 5/4/18	1	0.00	0.00

BALANCE DUE **\$400.00**

TOWN OF NEWBURGH

645 Gidney Ave.
Newburgh, N. Y. 12550

Department Animal Control

CLAIMANT'S NAME AND ADDRESS
Hemlock Society Welfare
2489 Albany Post Rd
PO Box 1359
Walden NY 12586

TERMS _____

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
<u>7994</u>	<u>400.00</u>	
Total		<u>400.00</u>
Abstract #		

Invoice # _____

Dates	Description of Materials or Services	Unit Price	Amount
<u>5-10-18</u>	<u>(4) bags</u>	<u>100.00</u>	<u>400.00</u>
			<u>400.00</u>

CLAIMANT'S CERTIFICATION

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

DATE SIGNATURE TITLE
(Space below for municipal use)

DEPARTMENT APPROVAL

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

[Signature] 5-10-18

APPROVAL FOR PAYMENT

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

**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

May 10, 2018

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 \$3,500.

Thank you,

Robert J. Petrillo
Commissioner



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

May 21, 2018

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Andrew Zarutskie, Town Clerk

FROM: Robert J. Petrillo, Commissioner

RE: 2018 Grounds Maintenance

The Recreation Department is requesting the Board's approval to select the vendor for the 2018 Grounds Maintenance services based on the quotes received in 2017.

At this time we are asking that Lynn Warren Landscaping be approved for 2018 as they represent the lowest bid for each of the specified properties again this year.

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

BID OPENING: Seasonal Grounds Maintenance Services (Chadwick Lake Park and Additional Town Owned Sites)

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: 3/29/17	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: 3/29/17	Lynn Warren	\$350.00	\$350.00	\$350.00	\$550.00	\$550.00	\$550.00
Seasonal Grounds Maint Bid 3-29-17 - 1							


BID OPENING --- Seasonal Grounds Maintenance Services, Chadwick Lake Park and Additional Town-Owned Sites

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	(D) 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							

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board members

From: Jeff Guido; Water Distribution Manager 

Date: April 20, 2018

Subject: Request to fill positions of Senior Water Maintenance Worker _____

I respectfully request Town Board approval to fill the two vacant Senior Water Maintenance Worker positions.

As per Charlene Black; Justin O'Keefe and Craig Marti are both eligible for promotion to fill these positions. Both employees are valuable members of our Water Distribution Department.

I am available to discuss this matter should anyone have any questions.

Dig Safely Tickets
January - April 2018

17A

Town	Amount	Ticket Type	Amount
Beacon	7	Cancelled	13
City of Newburgh	29	Design	2
Marlboro	10	Emergency	55
Montgomery	15	Meet	1
New Windsor	23	Priority	1
Plattekill	18	Regular	605
Town of Newburgh	575		
Total	677	Total	677

engineering@townofnewburgh.org

From: Cathy <highwaydept@townofnewburgh.org>
Sent: Tuesday, May 22, 2018 1:20 PM
To: James Osborne
Subject: Central Hudson Road Opening Info

Jim,

The amount of Central Hudson's Bond is \$50,000.00
We charge them \$100.00 per permit.

If there is anything else I can help you with please feel free to ask.

Thanks,
Cathy

17B



HIGHWAY DEPARTMENT

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
FRO Mark Hall, Highway Superintendent *MH*
DATE: May 18, 2018
RE: Transfer Requests

I would like to request the following budget transfers could you please put this on the agenda for the next meeting:

1.	FROM:	TO:	AMOUNT:
	5110.0450 Motor oil/.Fuel	5142.413 Snow Removal Sand, Salt, Calcium, etc.	\$10,000.00
2.	5112.0408 Permanent Improvements GIS	5142.413 Snow Removal Sand, Salt, Calcium, etc.	\$10,000.00

If you have any questions please feel free to contact me. Thank you.

MH:ch
cc: R. Clum, Accounting



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

Date: 5-18-18

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 THERE WAS MORE STORMS
THAN BUDGETED FOR THIS YEAR

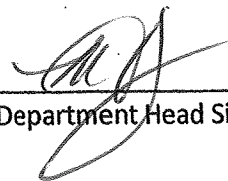
From: Account Number: 5110.0450 Amount: \$10,000⁰⁰
 Account Description: MOTOR OIL / FUEL Amount: _____

From: Account Number: 5112.0408 Amount: \$10,000⁰⁰
 Account Description: GIS Amount: _____

To: Account Number: 5142.0413 Amount: \$10,000⁰⁰
 Account Description: SAND, SALT, CALCIUM ETC Amount: _____

To: Account Number: 5142.0413 Amount: \$10,000⁰⁰
 Account Description: SAND, SALT, CALCIUM, ETC Amount: _____

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


 Department Head Signature

 Gil Piaquadio, Town Supervisor

STANLEY A. SCHUTZMAN, P.C.
ATTORNEY AT LAW

STANLEY A. SCHUTZMAN

*Please mail correspondence
to Rockland Office.*

VISIT US AT:

Email: Schutzmanlaw@aol.com

ROCKLAND OFFICE:

61 South Main Street
Suite 1 – 2nd floor
New City, N.Y. 10956

DUTCHESS OFFICE:

P.O. Box 969
Poughkeepsie, N.Y. 12602

Phone: (845) 600-8LAW (8529)
Fax: (845) 600-1LAW (1529)

Legal Assistant:
DIANA E. FRAILEY

Via: Hand Delivered

May 11, 2018

Mark C. Taylor, Esq.
Rider, Weiner & Frankel, P.C.
655 Little Britain Road
New Windsor, NY 12553

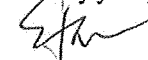
RE: Cortland Commons – Town of Newburgh Planning Board Site Plan Approval

Dear Mark:

I'm writing further to our recent email exchange with further reference to my client's satisfaction of the above referenced conditions of site plan approval. I am herewith hand delivering my client's duly signed and notarized Stormwater Control Facility Maintenance Agreement and applicable TP 584 together with my check for \$80.00 to the order of the Orange County Clerk's office in payment of the applicable filing fees.

As far as I'm aware all other conditions of approval are being satisfied directly by my client and their engineering firm c/o Joe Sarchino. As always thanks again for your efforts in connection with this matter.

Sincerely yours,



Stanley A. Schutzman

Enclosures

Copy to: Michael H. Donnelly, Esq. – Planning Board Attorney
Client

Town of Newburgh

Section 9 Block 1 Lot 60

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this ____ day of April, 2018 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and **JG FARRELL III REAL ESTATE LLC**, having an address at 2317 Montauk Highway, P.O. Box 14, Bridgehampton, New York 11932 (the "Facility Owner").

Whereas, the Municipality and the Facility Owner 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 Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 3.2 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

Whereas, the Municipality and the Facility Owner 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 Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its 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 Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as Cortland Commons 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner has 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 Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys fees, incurred in enforcing this Agreement and curing a violation.

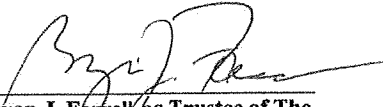
10. This agreement is effective _____, _____, 2018.

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

TOWN OF NEWBURGH

JG FARRELL III REAL ESTATE LLC

By: _____
Gilbert J. Piaquadio, Supervisor

By: 
Bryan J. Farrell, as Trustee of The
Joseph G. Farrell Jr. Irrevocable
Children's Trust U/A/D MaCh 22, 2012,
Manager and 100% Member

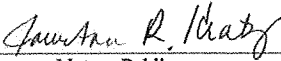
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On the _____ day of _____, in the year 2018 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

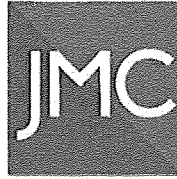
STATE OF NEW YORK)
) SS.:
COUNTY OF SUFFOLK)

On the 5th day of April, in the year 2018 before me, the undersigned, personally appeared Bryan J. Farrell 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

JANE ANN R. KRATZ
Notary Public, State of New York
No 02KR4861916
Qualified in Suffolk County
Commission Expires May 18, 2018

SCHEDULE "A"



SCHEDULE "A"

Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

JMC Project 16055
Tax Lot 60
Route 9W
Town of Newburgh
Orange County, New York
April 11, 2018

Legal Description Tax Lot 60

All that certain plot, piece or parcel of land situate, lying and being the Town of Newburgh, County of Orange and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point along the southeasterly line of Route 9W (State Highway 5007) at its point of intersection with the northeasterly line of Cortland Drive (a private right of way) as shown on a map titled "Survey Map Lands of Parr Valley Associates" prepared by Vincent J. Doce Associates last dated November 5, 1987 and filed November 10, 1987 in the Orange County Clerk's Office as Map No. 8582;

Thence along the southeasterly line of said Route 9W (State Highway 5007), North 57 degrees 18 minutes 35.5 seconds East, 392.392 feet and North 54 degrees 45 minutes 09 seconds East, 452.996 feet to the northeast corner of the herein described parcel of land, said corner being the common corner with lands now or formerly of Mazzola as described in Deed Liber 12060 at page 663 and lands now or formerly of Parr Valley Associates as described in Deed Liber 2269 at Page 1134 and as shown on the aforesaid Map No. 8582;

Thence along said lands now or formerly of Parr Valley Associates and as shown on said Map No. 8582, South 32 degrees 02 minutes 54 seconds West, 365.23 feet and South 01 degrees 12 minutes 49 seconds East, 240.00 feet to the northerly line of the aforesaid Cortland Drive (a private right of way) as shown on Map No. 8582;

Thence along the general northerly line of said Cortland Drive (a private right of way) as shown on Map No. 8582 the following three (3) courses and distances:

- 1) South 88 degrees 47 minutes 11 seconds West, 435.02 feet to a point of curvature;
- 2) Northwesterly along the arc of a curve to the right having a radius of 45.00 feet, a central angle of 61 degrees 00 minutes 00 seconds and an arc length of 47.91 feet to a point of tangency;
- 3) North 30 degrees 12 minutes 49 seconds West, 72.93 feet to the Point of Beginning.

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