

## WORKSHOP MEETING AGENDA

Wednesday, July 23, 2014  
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. PUBLIC HEARING (7:00 P.M.): Roseton Hills Sewer Works  
Sewer Rate Review Proceedings
7. ZONING:
  - A. Request for Zoning Change: Gardnertown Road
  - B. Solar Panels: Distribution of Draft Local Law
8. ENGINEERING:
  - A. Relocation of Pressure Valve NYC
  - B. Approval of Change Order: West Stone Street Sewer
  - C. Approval of Payment: West Stone Street Sewer
  - D. Revision to West Stone Street Engineering
  - E. Mill House Road Culvert Purchase
  - F. Stewart Airport Tank Rehabilitation
  - G. Re-approval of Budget Transfer
9. RECREATION:
  - A. Chadwick Lake Rest Rooms
  - B. Trolley Request
10. HIGHWAY:
  - A. e Waste Collection Town Wide
  - B. Issuing of Resident Labels
  - C. Discussion of Proceeds of Surplus Items Being  
Returned to Highway Account
11. BUILDINGS AND GROUNDS:
  - A. Replacement Windows for Town Hall
  - B. Replacement Exit Door for Town Hall
12. UNSAFE BUILDINGS
13. RECEIVER OF TAXES: On Line Payments
14. ADJOURNMENT

**TOWN OF NEWBURGH  
NOTICE OF RATE REVIEW PROCEEDINGS FOR THE  
ROSETON HILLS SEWAGE-WORKS CORP**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York, will meet in the Town Hall, in Newburgh, New York, in said Town, on July 23, 2014, at 7:00 o'clock P.M., Prevailing Time, for the purpose of commencing a review of the rate of the Roseton Hills Sewage-Works Corp. pursuant to Transportation Corporations Law §121. Copies of the Rate Petition and Rate Analysis submitted by Roseton Hills Sewage-Works Corp. to the Town of Newburgh and related documents are available at the Office of the Town Clerk at Town Hall for inspection during normal business hours.

At said meeting the Town Board will hear all persons interested in the subject matter thereof. The Town of Newburgh provides reasonable accommodations for the disabled. Disabled individuals who need assistance in order to participate should contact the Town Clerk's office at 564-4554. Advance notice is requested

Dated: Newburgh, New York,

July 10, 2014

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

Andrew J. Zarutskie  
Town Clerk

Andrew J. Zarutskie  
Town Clerk

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

Dated: Newburgh, New York,  
July 10, 2014

At said meeting the Town Board will hear all persons interested in the subject matter thereof. The Town of Newburgh provides reasonable accommodations for the disabled. Disabled individuals who need assistance in order to participate should contact the Town Clerk's office at 564-4554. Advance notice is requested

hours.  
Office of the Town Clerk at Town Hall for inspection during normal business hours.  
NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York, will meet in the Town Hall, in Newburgh, New York, in said Town, on July 23, 2014, at 7:00 o'clock P.M., Prevaling Time, for the purpose of commencing a review of the rate of the Roseton Hills Sewage-Works Corp. pursuant to Transportation Corporations Law §121. Copies of the Rate Petition and Rate Analysis submitted by Roseton Hills Sewage-Works Corp. to the Town of Newburgh and related documents are available at the Office of the Town Clerk at Town Hall for inspection during normal business

**TOWN OF NEWBURGH  
NOTICE OF RATE REVIEW PROCEEDINGS FOR THE  
ROSETON HILLS SEWAGE-WORKS CORP**

Public

7A

# Talcott Engineering DESIGN, PLLC.

1 GARDNERTOWN ROAD \* NEWBURGH, NY 12550  
(845)-569-8400 \* (fax) (845)-569-4583

July 8, 2014

Newburgh Town Board  
1496 Route 300  
Newburgh, NY 12550  
Attention: Gil Piaguadio, Supervisor

Re: Rezoning Request  
505 Gardnertown Road  
S-B-L: 60-2-62(26.3 ac)  
Newburgh, NY  
Job #14084-OLC

Dear Supervisor & Town Board Members,

On behalf of the owner of the above referenced parcel, Joe Ruggiero of Orange Lake Construction, I am respectfully requesting that most of the referenced parcel be rezoned from R-3 to B.

The owner purchased this property in 1961 and has owned it and used it for commercial use continuously since that time.

It is my understanding that this property was rezoned from Commercial to R-3 in the early 1990's.

The subject property currently abuts parcels zoned IB and B as well as R-3.

Our request is that B zone be extended to include most of this parcel (see attached Zoning Map and Talcott Engineering Plot Plan dated 7-9-2014).

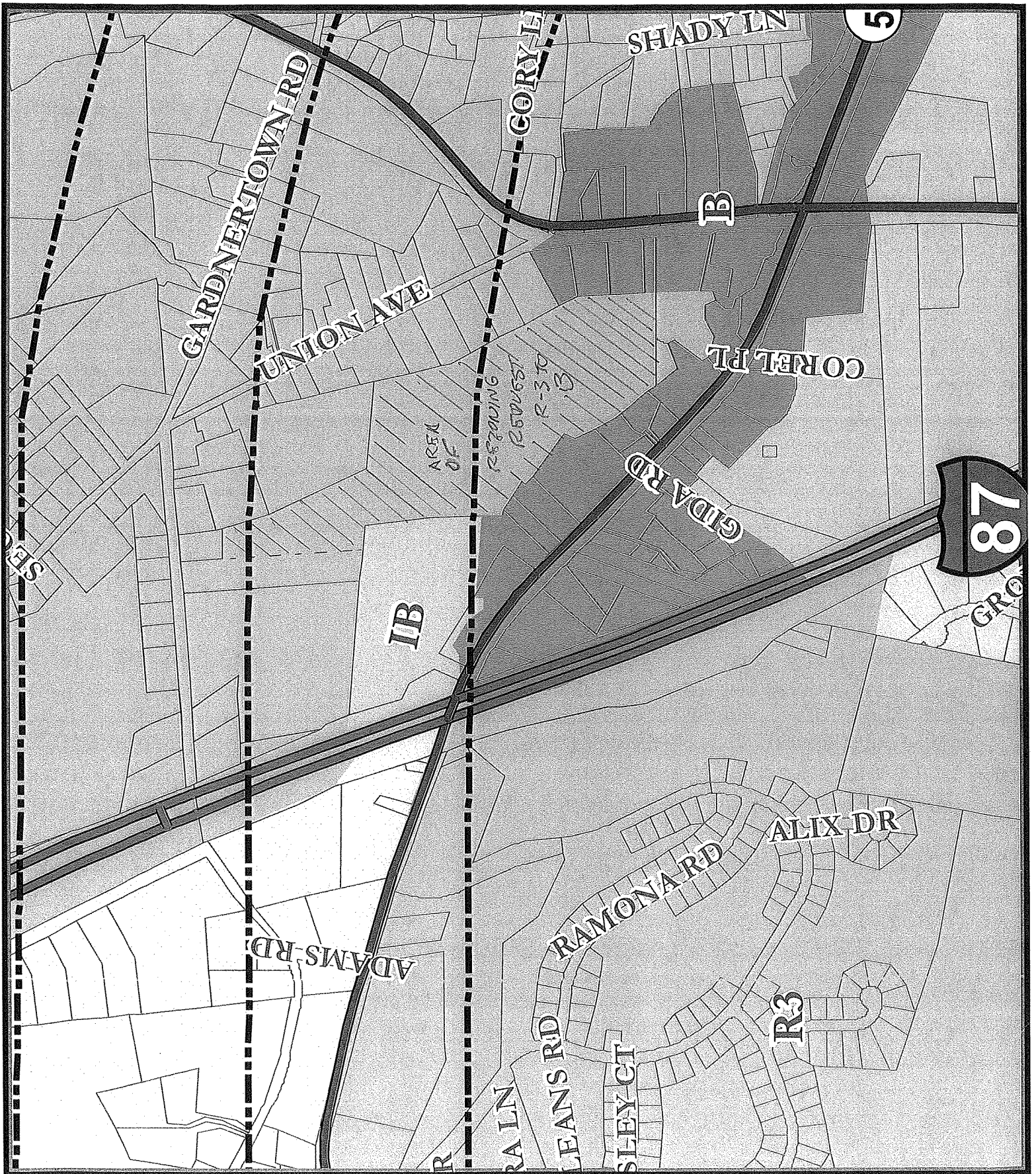
If you need additional information or have any questions or concerns, please do not hesitate to contact me at the above number.

Very truly yours,



Charles T Brown, PE  
Talcott Engineering Design  
President

pc: Joe Ruggiero, Owner/Client  
Jerry Canfield, Code Enforcement Officer  
Ross Solomon, Esq.



GARDNERTOWN RD

UNION AVE

CORY LN

SHADY LN

5

IB

CORREL PL

GIDA RD

IB

AREA OF  
REGARDING  
REQUEST  
R-370

87

GR

ADAMS RD

ALIX DR

RAMONA RD

R-3

RA LN

LEANS RD

SLEY CT

**DRAFT: 7/18/2014**

**INTRODUCTORY LOCAL LAW NO. \_\_ OF 2014**

**A LOCAL LAW ADDING ARTICLE XVII  
ENTITLED  
"SOLAR SITING"  
TO CHAPTER 185 ENTITLED "ZONING" OF  
THE CODE OF THE TOWN OF NEWBURGH**

**SECTION 1 - TITLE**

This Local Law shall be referred to as "A Local Law Adding Article XVII Entitled 'Solar Siting' to Chapter 185 Entitled 'Zoning' of the Code of the Town of Newburgh".

**SECTION 2 – SOLAR SITING**

A new Article XVII entitled "Solar Siting" is hereby added to Chapter 185 entitled "Zoning" of the Town of Newburgh Municipal Code to read as follows:

**"Article XVII: Solar Siting**

**§185-78 Purpose and Intent.**

- A. Solar energy is a renewable and non-polluting energy resource that can prevent fossil fuel emissions and reduce a municipality's energy load. Energy generated from solar energy systems can be used to offset energy demand on the grid where excess solar power is generated.
- B. The use of solar energy equipment for the purpose of providing electricity and energy for heating and/or cooling is a priority and is a necessary component of the Town of Newburgh's current and long-term sustainability agenda.
- C. This Article aims to promote the accommodation of solar energy systems and equipment and the provision for adequate sunlight and convenience of access necessary therefor, and to balance the potential impact on neighbors when solar collectors may be installed near their property while preserving the rights of property owners to install solar energy systems without excess regulation. In particular, this legislation is intended to apply to free standing, ground mounted or pole mounted solar energy system installations based upon certain placement. This legislation is not intended to override agricultural exemptions that are currently in place.

**§185-79 Definitions.**

As used in this Article, the following terms shall have the meanings indicated, unless the context or subject matter requires otherwise. The definitions contained in Section 185-3 shall also apply.

**ALTERNATIVE ENERGY SYSTEMS** - Structures, equipment, devices or construction techniques used for the production of heat, light, cooling, electricity or other forms of energy on site and may be attached to or separate from the principal structure.

**BUILDING-INTEGRATED PHOTOVOLTAIC (BIPV) SYSTEMS** - A solar energy system that consists of integrating photovoltaic modules into the building structure, such as the roof or the façade and which does not alter the relief of the roof.

**COLLECTIVE SOLAR** - Solar installations owned collectively through subdivision homeowner associations, college student groups, "adopt-a-solar-panel" programs, or other similar arrangements.

*EXPEDITED REVIEW* - The grant of a priority status to an application that results in the review of the application ahead of applications filed prior thereto, including applications which may be currently under review by the applicable agency.

**FLUSH MOUNTED SOLAR PANEL** - A photovoltaic panel or tile that is installed flush to the surface of a roof and which cannot be angled or raised.

**FREESTANDING OR GROUND-MOUNTED SOLAR ENERGY SYSTEM** - A solar energy system that is directly installed in the ground and is not attached or affixed to an existing structure. Pole mounted solar energy systems shall be considered Freestanding or Ground-Mounted Solar Energy Systems for purposes of this Local Law.

**NET-METERING** - A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the grid so that they only pay for their net electricity usage at the end of the month.

**PERMIT GRANTING AUTHORITY** - The Town Code Compliance Department, which is charged with granting permits for the operation of solar energy systems.

**PHOTOVOLTAIC (PV) SYSTEMS** - A solar energy system that produces electricity by the use of semiconductor devices, called photovoltaic cells that generate electricity whenever light strikes them.

**QUALIFIED SOLAR INSTALLER** - A person who has skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved. Persons who are on the list of eligible photovoltaic installers maintained by the New York State Energy Research

and Development Authority (NYSERDA), or who are certified as a solar installer by the North American Board of Certified Energy Practitioners (NABCEP), shall be deemed to be qualified solar installers for the purposes of this definition. Persons who are not on NYSEDA's list of eligible installers or NABCEP's list of certified installers may be deemed to be qualified solar installers if the Town Code Compliance Supervisor or such other Town officer or employee as the Town Board designates determines such persons have had adequate training to determine the degree and extent of the hazard and the personal protective equipment and job planning necessary to perform the installation safely. Such training shall include the proper use of special precautionary techniques and personal protective equipment, as well as the skills and techniques necessary to distinguish exposed energized parts from other parts of electrical equipment and to determine the nominal voltage of exposed live parts.

**ROOFTOP OR BUILDING MOUNTED SOLAR SYSTEM** - A solar power system in which solar panels are mounted on top of the structure of a roof either as a flush-mounted system or as modules fixed to frames which can be tilted toward the south at an optimal angle.

**SETBACK** - The distance from a front lot line, side lot line or rear lot line of a parcel within which a free standing or ground mounted solar energy system is installed.

**SMALL-SCALE SOLAR** - For purposes of this Chapter, the term "small-scale solar" refers to solar photovoltaic systems that produce up to ten kilowatts (kW) per hour of energy or solar-thermal systems which serve the building to which they are attached, and do not provide energy for any other buildings.

**SOLAR ACCESS** - Space open to the sun and clear of overhangs or shade including the orientation of streets and lots to the sun so as to permit the use of active and/or passive solar energy systems on individual properties.

**SOLAR COLLECTOR** - A solar photovoltaic cell, panel, or array, or solar hot air or water collector device, which relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat.

**SOLAR EASEMENT** - An easement recorded pursuant to NY Real Property Law § 335-b, the purpose of which is to secure the right to receive sunlight across real property of another for continued access to sunlight necessary to operate a solar collector.

**SOLAR ENERGY EQUIPMENT/SYSTEM** - Solar collectors, controls, energy storage devices, heat pumps, heat exchangers, and other materials, hardware or equipment necessary to the process by which solar radiation is collected, converted into another form of energy, stored, protected from unnecessary dissipation and distributed. Solar systems include solar thermal, photovoltaic and concentrated solar. For the purposes of this law, a solar energy system does not include any solar energy system of four square feet in size or less.



**SOLAR FARM OR SOLAR POWER PLANT** – Energy generation facility or area of land principally used to convert solar energy to electricity, whether by photovoltaics, concentrating solar thermal devices or various experimental solar technologies, with the primary purpose of wholesale or retail sales of electricity.

**SOLAR PANEL** - A device for the direct conversion of solar energy into electricity.

*SOLAR POWER FAST-TRACK PROGRAM* - A program to expedite all applications for commercial and residential solar panel installation to encourage the use of reliable and clean renewable energy.

**SOLAR STORAGE BATTERY** - A device that stores energy from the sun and makes it available in an electrical form.

**SOLAR-THERMAL SYSTEMS** - Solar thermal systems directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water, and heating pool water.

**§185-80 Applicability.**

- A. The requirements of this local law shall apply to all solar energy system and equipment installations modified or installed after the effective date of this local law.
- B. Solar energy system installations for which a valid building permit has been issued *or for which installation has commenced* before the effective date of this local law shall not be required to meet the requirements of this local law.
- C. All solar energy systems shall be designed, erected and installed in accordance with all applicable codes, regulations and industry standards as referenced in the State Building Code and the Town Code.
- D. Solar collectors, unless part of a Solar Farm or Solar Power Plant, shall be permitted only to provide power for use by owners, lessees, tenants, residents, or other occupants of the premises on which they are erected, but nothing contained in this provision shall be construed to prohibit “collective solar” installations or the sale of excess power through a “net billing” or “net-metering” arrangement in accordance with New York Public Service Law § 66-j or similar state or federal statute.

**§185-81 Permit required.**

- A. No Small Scale solar energy system or device shall be installed or operated in the Town except in compliance with this article.

**B. Rooftop and Building-Mounted Solar Collectors:** Rooftop and building mounted solar collectors are permitted in all zoning districts in the Town subject to the following conditions:

- 1 Building permits shall be required for installation of all rooftop and building-mounted solar collectors, except a building permit shall not be required for Flush-Mounted Photovoltaic Panels.
- 2 Rooftop and Building-Mounted Solar Collectors Building *shall not/may* exceed the maximum allowed height of the principal use in any zoning district.
- 3 In order to ensure firefighter and other emergency responder safety, except in the case of accessory buildings under 1,000 square feet in area, there shall be a minimum perimeter area around the edge of the roof and structurally supported pathways to provide space on the roof for walking around all Rooftop and Building-Mounted Solar Collectors. Additionally, installations shall provide for adequate access and spacing in order to:
  - i. Ensure access to the roof
  - ii. Provide pathways to specific areas of the roof
  - iii. provide for smoke ventilation opportunity areas
  - iv. provide emergency egress from the roof

Exceptions to these requirements may be requested where access, pathway or ventilation requirements are reduced due to:

- i. Unique site specific limitations;
- ii. alternative access opportunities (as from adjoining roofs)
- iii. ground level access to the roof area in question;
- iii. other adequate ventilation opportunities when approved by the Code Compliance Department;
- iv. adequate ventilation opportunities afforded by panel set back from other rooftop equipment (for example: shading or structural constraints may leave significant areas open for ventilation near HVAC equipment.);
- v. automatic ventilation device; or
- vi. New technology, methods, or other innovations that ensure adequate emergency responder access, pathways and ventilation opportunities.

**C. Building-Integrated Photovoltaic (BIPV) Systems:** BIPV systems are permitted in all zoning districts and shall be shown on the plans submitted for the building permit application for the building containing the system.

**D. Ground-Mounted and Free Standing Solar Collectors:** Ground-mounted and free standing solar collectors are permitted as accessory structures in all zoning districts of the Town subject to the following conditions:

1. Building permits are required for the installation of all ground-mounted solar collectors.
2. The location of the solar collector shall meet the greater of the setback requirements for Accessory Buildings set forth in Section 185-15 or the following setback requirements and limitations set forth in this provision:

i. RR District

- minimum required side yard setback- 50 feet
- minimum required rear yard setback- 100 feet
- minimum required front yard setback- 250 feet

ii. AR District

- minimum required side yard setback- 30 feet
- minimum required rear yard setback- 50 feet
- minimum required front yard setback- 250 feet

iii. R-1 District

- minimum required side yard setback- 30 feet
- minimum required rear yard setback- 40 feet
- no ground mounted or free standing solar collectors allowed in front yard

iv. R-2 District

- minimum required side yard setback- 30 feet
- minimum required rear yard setback- 40 feet
- no ground mounted or free standing solar collectors allowed in front yard

v. R-3 District

- minimum required side yard setback- 30 feet
- minimum required rear yard setback- 40 feet
- no ground mounted or free standing solar collectors allowed in front yard

vi. B District

- minimum required side yard setback- 15 feet
- minimum required rear yard setback- 50 feet
- no ground mounted or free standing solar collectors allowed in front yard

vii. IB District

- minimum required side yard setback- 15 feet
- minimum required rear yard setback- 40 feet
- minimum required front yard setback- 250 feet

viii. I District

- minimum required side yard setback- 30 feet
- minimum required rear yard setback- 40 feet
- minimum required front yard setback- 250 feet

Yards having a line bounding on the right of way of Interstate 87 or Interstate Route 84 shall not be considered front yards for purposes of this Section.

2. The height of the solar collector and any mounts shall not exceed 20 feet when oriented at maximum tilt.
3. Ground mounted and freestanding solar collectors shall be screened when possible and practicable from adjoining lots and street rights of way through the use of architectural features, earth berms, landscaping, fencing or other screening which will harmonize with the character of the property and surrounding area.
4. Solar energy equipment shall be located in a manner to reasonably minimize view blockage for surrounding properties and shading of property to the north, while still providing adequate solar access for collectors.
5. Solar energy equipment shall not be sited within any required buffer area.
6. The total surface area of all ground-mounted and freestanding solar collectors on a lot shall not exceed \_\_\_\_\_ square feet, provided that non-residential placements exceeding this size may be approved by the Planning Board, subject to site plan review pursuant to Article IX of this Chapter /Zoning Board of Appeals, and a determination such placement will still constitute an accessory use.
7. The area beneath ground mounted and freestanding solar collectors shall be included in calculating whether the lot meets maximum permitted Lot Building Coverage and Lot Surface Coverage requirements for the applicable District, notwithstanding that the collectors are not "buildings."

8. The installation of ground mounted and freestanding solar collectors shall be considered a Development or Development Activity for purposes of Chapter 157, Stormwater Management, of the Code of the Town of Newburgh.
- E. Solar-Thermal Systems: Solar-thermal systems are permitted in all zoning districts subject to the following condition:
1. Building permits are required for the installation of all solar-thermal systems.
  2. Ground mounted and free standing solar-thermal systems shall be subject to the same requirements set forth in Subsection D above as for Ground Mounted and Free Standing Solar Collectors.
- F. Solar energy systems and equipment shall be permitted only if they are determined by the Town not to present any unreasonable safety risks, including, but not limited to, the following:
1. Weight load
  2. Wind resistance
  3. Ingress or egress in the event of fire or other emergency.
- G. Solar collectors and related equipment shall be surfaced, designed and sited so as not to reflect glare onto adjacent properties and roadways.

**§185-82. Safety.**

- A. All solar collector installations must be performed by a qualified solar installer.
- B. Prior to operation, electrical connections must be inspected by a Town Code Enforcement Officer and by an appropriate electrical inspection person or agency, as determined by the Town.
- C. Any connection to the public utility grid must be inspected by the appropriate public utility.
- D. Solar energy systems shall be maintained in good working order.
- E. Rooftop and building-mounted solar collectors shall meet New York's Uniform Fire Prevention and Building Code standards.

- F. If solar storage batteries are included as part of the solar collector system, they must be placed in a secure container or enclosure meeting the requirements of the New York State Building Code when in use and when no longer used shall be disposed of in accordance with the laws and regulations of the Town and other applicable laws and regulations.
- G. If a solar collector ceases to perform its originally intended function for more than 12 consecutive months, the property owner shall remove the collector, mount and associated equipment by no later than 90 days after the end of the twelve-month period.
- H. Solar Energy Systems and Equipment shall be marked in order to provide emergency responders with appropriate warning and guidance with respect to isolating the solar electric system. Materials used for marking shall be weather resistant. For residential applications, the marking may be placed within the main service disconnect. If the main service disconnect is operable with the service panel closed, then the marking should be placed on the outside cover.  
For commercial application, the marking shall be placed adjacent to the main service disconnect in a location clearly visible from the location where the lever is operated.

**§185-83 Solar Farms and Solar Power Plants.**

Solar Farms and Solar Power Plants shall be permitted in the I District as an "Electric Generating" use subject to site plan review by the Planning Board, subject to the following supplementary regulations:

- A. Solar farms and solar power plants shall be enclosed by perimeter fencing to restrict unauthorized access at a height of 8 ½ feet.
- B. The manufacturer's or installer's identification and appropriate warning signage shall be posted at the site and clearly visible.
- C. Solar farm and solar power plant buildings and accessory structures shall, to the extent reasonably possible, use materials, colors, and textures that will blend the facility into the existing environment.
- D. Appropriate landscaping and/or screening materials may be required to help screen the solar power plant and accessory structures from major roads and neighboring residences.
- E. The average height of the solar panel arrays shall not exceed twelve (12) feet.

- F. Solar farm and Solar Power Plan panels and equipment shall be surfaced, designed and sited so as not to reflect glare onto adjacent properties and roadways.
- G. On-site power lines shall, to the maximum extent practicable, be placed underground.
- H. The following requirements shall be met for decommissioning:
  - 1. Solar farms and solar power plants which have not been in active and continuous service for a period of 1 year shall be removed at the owners or operators expense.
  - 2. The site shall be restored to as natural a condition as possible within 6 months of the removal.

**§185-84 Appeals.**

- A. If a person is found to be in violation of the provisions of this Local Law, appeals should be made in accordance with the established procedures and time limits of the Zoning Code and New York State Town Law.
- B. If a building permit for a solar energy device is denied based upon a failure to meet the requirements of this Local Law, the applicant may seek relief from the Zoning Board of Appeals in accordance with the established procedures and time limits of the Zoning Code and New York State Town Law.

**§185-85 Building Permit Fees for Solar Panels.**

The fees for all building permits required pursuant to this Local Law shall be paid at the time each building permit application is submitted in such reasonable amount as the Town Board may by resolution establish and amend from time to time.

*[Code Compliance Department to recommend initial fees unless Board opts for optional provision below which provides that there are no fees.]*

***[Optional add-on: [Solar Panel Fast Track Program]***

- I. *This section applies to the installation of solar panels for commercial buildings and residences.*
- J. *All building permit application fees for the construction and installation of solar panels on residential and non-residential buildings shall be waived.*
- K. *All building permit applications for the installation of solar panels on residential and non-residential buildings shall receive expedited review by*

*the Code Compliance Department in order to expedite such applications and the issuance of building permits for solar panel installation.*

***Optional add-on: Guidelines for Future Solar Access***

- L. New structures will be sited to take advantage of solar access insofar as practical, including the orientation of proposed buildings with respect to sun angles, the shading and windscreen potential of existing and proposed vegetation on and off the site, and the impact of solar access to adjacent uses and properties.<sup>1</sup>*
  - M. To permit maximum solar access to proposed lots and future buildings, wherever reasonably feasible, consistent with other appropriate design considerations and to the extent practicable, new streets shall be located on an east-west axis to encourage building siting with the maximum exposure of roof and wall area to the sun. The Planning Board shall also consider the slope of the property and the nature and location of existing vegetation as they affect solar access.<sup>2</sup>*
  - N. The impact of street trees on the solar access of the surrounding property shall be minimized to the greatest possible extent in selecting and locating shade trees. Every effort shall be made to avoid shading possible locations of solar collectors.*
  - O. When the Planning Board reviews and acts upon applications for subdivision approval or site plan approval, it shall take into consideration whether the proposed construction would block access to sunlight between the hours of [9:00 a.m. and 3:00 p.m.] Eastern Standard Time for existing approved solar energy collectors or for solar energy collectors for which a permit has been issued.*
  - P. The Planning Board may require subdivisions to be platted so as to preserve or enhance solar access for either passive or active systems, consistent with the other requirements of the Town Code.*
  - Q. The plan for development of any site within cluster subdivisions shall be designed and arranged in such a way as to promote solar access for all dwelling units. Considerations may include the following:*
    - 1. In order to maximize solar access, the higher-density dwelling units should be placed on a south-facing slope and lower-density dwelling units sited on a north-facing slope.*
-



2. *Subject to the Town's] setback requirements, structures should be sited as close to the north lot line as possible to increase yard space to the south for reduced shading of the south face of a structure.*
3. *A tall structure should be sited to the north of a short structure.]*

**§185-86 Penalties for offenses.**

Section 185-52 of the Zoning Code applies to violations of this Article.”

**SECTION 3 - SEVERABILITY**

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

**SECTION 4 - CONFLICT WITH OTHER LAWS**

Where this Law differs or conflicts with other Laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State or Federal government, the more restrictive or protective of the Town and the public shall apply.

**SECTION 5 - EFFECTIVE DATE.**

This Law shall become effective upon filing with the New York State Secretary of State.

**SECTION 6 - AUTHORITY.**

This Local Law is enacted pursuant to the Municipal Home Rule Law. This Local Law shall supersede the provisions of Town Law to the extent it is inconsistent with the same, and to the extent permitted by the New York State Constitution, the Municipal Home Rule Law, or any other applicable statute.



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

WAYNE C. BOOTH  
Supervisor

February 14, 2013

845-564-4552  
Fax 845-566-9486

Sean McAndrew, Program Director  
Bureau of Engineering, Design and Construction  
New York City Department of Environmental Protection  
96-05 Horace Harding Expressway  
Corona, NY 11368

Dear Mr. McAndrew,

When duly countersigned where indicated below, this letter (the "Letter Agreement") will confirm the terms pursuant to which the Town of Newburgh (the "Town") will sell water to the City of New York (the "City"), acting by and through its Department of Environmental Protection ("DEP"), and/or to any of DEP's contractor(s) in connection with construction work DEP and its contractor(s) will be conducting in connection with the Water for the Future ("WFF") project. As part of WFF, DEP plans to construct a new tunnel segment to bypass a leaking section of the existing Delaware Aqueduct tunnel and will construct two new shafts, one on each side of the Hudson River, in the Town and in the Town of Wappinger, to allow for tunnel construction. One of these shafts, Shaft 5B, will be constructed on the western side of the Hudson River on City-owned property Tax Map Number: 8-1-19.1 located in the Town (the "Site"). In order to complete the WFF project, DEP has provided to the Town estimates of DEP's and its contractor(s)' potable water needs at the Site, and the Town, acting by and through

the Town of Newburgh Consolidated Water District ("NCWD"), has agreed to provide such potable water to the Site, pursuant to the terms and conditions set forth herein.

1. Supply of Water

(a) NCWD agrees to provide to the Site, as an out-of-district customer, potable water as needed at the Site with a maximum rate of 300 gallons per minute (gpm) and a maximum estimated daily demand of 238,000 gallons per day (gpd).

(b) NCWD's obligation to provide water to the Site is effective until the date that the Delaware Aqueduct is taken out of service. The provision of water to the Site by NCWD after that date is contingent upon the availability of an adequate supplementary water supply from the City of Newburgh and/or the Town of New Windsor pursuant to a duly executed inter-municipal agreement between the Town and the owner(s) of the supplementary supply.

2. Cost

The Town shall bill DEP's designated WFF construction contractor as follows:

(a) On a quarterly basis: \$35,135.25.00 (the "Water Reservation Charge,"), which amount is in lieu of any connection fee, tax, operation and maintenance fee or any other fees that may otherwise be charged to customers of the Town, and is calculated based on NCWD's annual debt service obligations and the percentage of the Town's water capacity that DEP will require (assuming peak instantaneous demand requirements of 300 gpm and a total maximum daily demand of 238,000 gpd). Such amount is subject to change based on increases or decreases in NCWD's annual debt service obligations. In the event of such an increase or decrease, DEP will pay a

Water Reservation Charge based on (i) DEP's water demands as a percentage the Town's water capacity and (ii) the revised debt service amount. Prior to any such change becoming effective, the Town shall provide a revised Water Reservation Charge and the related calculations demonstrating such change to DEP and its designated contractor by written notice thirty (30) days prior to such amount being due.

- (b) On a quarterly basis: the product of the NCWD's published rate applicable to the Site (based on thousands of gallons) and the actual usage determined from quarterly meter readings (the "Metered Charge").
- (c) On a quarterly basis: fifteen (15%) percent of the amount paid pursuant to Section 2(b), above (the "Administrative Charge").
- (d) On a quarterly basis: any surcharge amounts charged to the Town by the City of Newburgh or Town of New Windsor as a result of the Town exceeding its demand capacity or the Delaware Aqueduct being taken out of service and the Town receiving water from the City of Newburgh or Town of New Windsor, based on the per gallon surcharge amount and the actual amount of such water being delivered to the Site .

### 3. Payment

- (a) Payment shall be due within thirty days of the receipt of a bill. DEP shall provide to the Town the contact information for its designated construction contractor by March 1, 2013. The payment amounts described herein shall constitute the total amount that DEP and its contractor(s) will be charged in connection with delivery of water to the Site.

(b) In the event DEP's construction contractor shall fail to pay a bill within the thirty (30) days specified in Section 3(a), the City shall make payment within ninety (90) days of its receipt of the Town's notification to DEP pursuant to Section 12 below of the contractor's payment default. Late payments shall be subject to penalties, interest, fees and charges determined on the same basis as the Town imposes on other parties receiving water service from the NCWD who have failed to make timely payment.

Upon the occurrence of any default by the City in making a payment after notice under Section 3(c), in addition to any other right or remedy the Town may have at law or in equity, the Town may immediately and without further notice to DEP pursue any action in the courts to enforce payment or to otherwise recover directly from the City any amounts so in default. The City shall be responsible for the Town's expenses, costs and reasonable attorney's fees incurred in bringing such action.

#### 4. WSA and Excess Charge

DEP recognizes that NCWD takes a supply of water from a connection to the Delaware Aqueduct pursuant to a Water Supply Agreement ("WSA") between the Town, NCWD and the Water Board of the City of New York and in accordance with applicable New York State law governing the taking of such water by upstate communities. The Water Board has agreed that, in determining the calculation for the excess rate for NCWD (as set forth in the WSA), the Water Board will not include water delivered to the Site. The Town and NCWD agree that they will enter into a revised WSA with the Water Board promptly (but no later than June 1, 2013), which will reflect, among other things, such agreement. The failure of the Town, NCWD and Water Board to enter into a revised

WSA by such date shall not constitute a default under this Agreement nor terminate this Agreement with regard to the exclusion of the water delivered to the Site from the calculation of excess rate payments. This reduction in excess rate payments will last through the end of the WFF construction project, which currently is expected to occur in or about 2021.

5. Meters

Meters shall be installed at or about the front property line of the Site by DEP or its contractor(s) in conformance with the approved plans and specifications submitted to the Town and shall be a model and in a configuration approved by the Town.

6. Emergencies and Water Shortages

In the event of an emergency or water shortage, DEP acknowledges that the Town's water supply will first be directed to address such emergency, or, in the event of a water shortage, to the needs of NCWD in-district customers and the Town's essential functions. The Town will provide reasonable notice of such an event.

7. Notice of Water Supplies

The Town will, to the maximum extent possible, provide DEP twenty four hours prior notice in the event that (1) the Town will not be able to meet DEP's or its contractor(s)' water demands due to an emergency or water shortage and (2) the Town anticipates water requirements of the Town and/or Site exceeding the Town's water supply capacity, requiring the Town to use water from the City of Newburgh.

8. Water Main from NCWD plant to the Site

(a) To provide potable water to the Site and ensure delivery at the consumption rates required for construction at the Site, DEP's contractor(s) will be responsible for

constructing a 12-inch diameter water main between the NCWD plant and the approved connection location at the corner of Route 9W and Old Post Road. DEP will also construct a replacement Pressure Reducing Valve (PRV) with associated vault so that NCWD system water pressures are preserved for customers above/below the approved connection point. DEP shall obtain a minimum one year guarantee against defects in materials and workmanship for the PRV and associated vault (the "PRV Guarantee").

- (b) DEP and/or its contractor(s) will be responsible for (1) obtaining any necessary easements and permits for the water main and PRV and associated vault, (2) conformance with all applicable adopted SEQRA findings in the performance of work described in Section 8(a) and (3) operation and maintenance of the water main during the term of WFF construction. In the event of a break in the water main or similar event resulting in significant leakage, the Town shall have the right to terminate service to the main until a satisfactory repair is completed, which repair can include interim repairs to allow for the restoration of service.
- (c) Upon completion of the installation and testing of the PRV and associated vault, DEP shall dedicate the PRV, vault and all appurtenances to the Town and convey to the Town any related easements (subject to Water Board approval) and assign the PRV warranty free and clear of all liens and encumbrances without any payment or additional consideration being required from the Town. Upon acceptance of such dedication the Town shall be responsible for the maintenance and operation of the PRV and associated vault, unless expressly covered by the PRV Guarantee.

(d) Upon completion of the WFF project, DEP shall, at the Town's option, either: (1) dedicate the water main to the Town, and convey to the Town any related easements, free and clear of all liens and encumbrances without any payment or additional consideration required from the Town, whereby the Town will take ownership and assume responsibility for operation and maintenance of the water main in perpetuity, or (2) abandon or remove the water main in accordance with Town regulations.

9. Each of the parties hereto represent that such party has all requisite power and authority to execute, deliver and perform this Agreement and has taken all necessary action to duly execute and deliver this Agreement and, assuming due execution and delivery by the other party hereto, that it constitutes the legal, valid and binding agreement of such party.

10. The Town represents that the execution and delivery of this Agreement by the Town, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or default under any provision of applicable law, charter, ordinance or regulation or, to the extent of the Town's knowledge, of any material agreement, judgment, injunction order, decree or other instrument binding upon the Town.

#### 11. Termination

(a) This Agreement may be terminated by DEP by providing 90 days' notice in writing to the Town. This Agreement may not be terminated by the Town without the written consent of DEP, which consent shall not be unreasonably withheld or delayed.

(b) Except for the obligations under Section 8(d), the term of this Agreement shall end upon completion of the WFF construction project.



12. Notices

All notices required under this Agreement shall be made in writing (including by electronic mail), and sent to the following addresses:

Notices to DEP shall be made to: Todd West, P.E., NYCDEP, 71 Smith Avenue, Kingston, New York 12401; Email: [Twest@dep.nyc.gov](mailto:Twest@dep.nyc.gov).


Notices to the Town shall be made to: Supervisor, Town of Newburgh, 1496 Route 300, Newburgh, NY 12550. Email: [townsupervisor@hvc.rr.com](mailto:townsupervisor@hvc.rr.com), with a copy to the Town Engineer, Town of Newburgh, 1496 Route 300, Newburgh, NY 12550; Email: [engineering@hvc.rr.com](mailto:engineering@hvc.rr.com).

13. This Agreement may not be assigned, in whole or in part, except by agreement of the parties and pursuant to a written instrument signed by both of the parties hereto.

14. If any provision of this Agreement or its application is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

15. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral. This Agreement may only be modified or amended by written amendment signed by both of the parties.

Sincerely,

  
Wayne C. Booth, Supervisor

Accepted and Agreed:

\_\_\_\_\_  
Sean McAndrew,  
Program Director

Date: \_\_\_\_\_

cc: Town Board Members

Andrew J. Zarutskie, Town Clerk

James Osborne, Town Engineer

John Platt, DPW Commissioner

Mark C. Taylor, Esq., Attorney for the Town

Joya Cohen, Esq., Assistant Counsel, NYC Environmental Protection

[TOWN OF NEWBURGH LETTERHEAD]

[Addressee]

Re: First Amendment to the Letter Agreement, dated February 13, 2014

Dear [\_\_\_\_],

This letter hereby amends the Letter Agreement, dated February 13, 2014, between the Town of Newburgh (the "Town") and the City of New York (the "City"), acting by and through its Department of Environmental Protection ("DEP") in connection with construction work DEP, and its contractors and /or subcontractors will be conducting in connection with DEP's Water for the Future Project ("WFF") to include the following additions and amendments:

Request by the Town for DEP to relocate the PRV Vault

Pursuant to section 8(a) of the Letter Agreement, DEP, through its contractors, intends to construct a replacement Pressure Reducing Valve (PRV) with an associated vault so that the Newburgh Consolidated Water District (NCWD) system water pressures are preserved for customers above/ below the approved connection point. The Town has requested that DEP locate the PRV vault in a triangle parcel at the intersection of Old Post Road and River Road ("PRV Property"), as shown on Exhibit A hereto.

Representations and Warranties by the Town

Town hereby represents and warrants that (i) it owns the PRV Property, (ii) to the Town's knowledge, no one else has any ownership interests in the PRV property and (iii) the Town has investigated and conducted due diligence to ensure that there are no other potential properties who may claim a property interest in the PRV Property. The Town has done all requisite due diligence to ensure that it can make the representations and warranties in this paragraph.

Indemnification by the Town

To the fullest extent permitted by law, the Town shall indemnify, defend and hold the City and its employees and agents (the "Indemnitees") harmless against any and all claims (including, but not limited to, claims related to the ownership of the PRV Property) and costs and expenses of whatever kind (including, but not limited to, payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related the location of the PRV and the operation of the PRV. Such costs and expenses shall include all those incurred in defending

EXHIBIT A  
LOCATION OF PRV VAULT

[TOWN OF NEWBURGH LETTERHEAD]

[Addressee]

Re: First Amendment to the Letter Agreement, dated February 13, 2014

Dear [\_\_\_\_],

This letter hereby amends the Letter Agreement, dated February 13, 2014, between the Town of Newburgh (the "Town") and the City of New York (the "City"), acting by and through its Department of Environmental Protection ("DEP") in connection with construction work DEP, and its contractors and /or subcontractors will be conducting in connection with DEP's Water for the Future Project ("WFF") to include the following additions and amendments:

Request by the Town for DEP to relocate the PRV Vault

Pursuant to section 8(a) of the Letter Agreement, DEP, through its contractors, intends to construct a replacement Pressure Reducing Valve (PRV) with an associated vault so that the Newburgh Consolidated Water District (NCWD) system water pressures are preserved for customers above/ below the approved connection point. The Town has requested that DEP locate the PRV vault in a triangle parcel at the intersection of Old Post Road and River Road ("PRV Property"), as shown on Exhibit A hereto.

Representations and Warranties by the Town

Town hereby represents and warrants that (i) it owns the PRV Property, (ii) to the Town's knowledge, no one else has any ownership interests in the PRV property and (iii) the Town has investigated and conducted due diligence to ensure that there are no other potential properties who may claim a property interest in the PRV Property. The Town has done all requisite due diligence to ensure that it can make the representations and warranties in this paragraph.

Indemnification by the Town

To the fullest extent permitted by law, the Town shall indemnify, defend and hold the City and its employees and agents (the "Indemnitees") harmless against any and all claims (including, but not limited to, claims related to the ownership of the PRV Property) and costs and expenses of whatever kind (including, but not limited to, payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related the location of the PRV and the operation of the PRV. Such costs and expenses shall include all those incurred in defending

EXHIBIT A  
LOCATION OF PRV VAULT

8B+c

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



**MEMORANDUM**

**TO:** Gil Piaquadio, Deputy Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** July 3, 2014  
**RE:** S \ WEST STONE STREET SANITARY SEWER EXT.

---

Attached for Town Board approval is Change Order No. 3 for the above referenced contract. The C.O. combines three change order requests from the Contractor and has been reviewed by both this office and the Project Engineer, GHD and is recommended for approval and payment.

I am requesting that this item be placed on the 23 July 2014 agenda for Town Board action. If you have any questions, please contact me.

JWO/id

Attachment

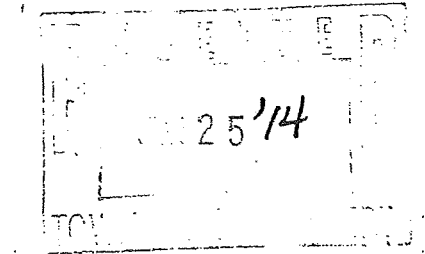
cc: R. Clum, Accountant  
K. Castro & N. Medford, GHD

Since 1886

PARROTT ENTERPRISES, INC.  
319 NORTH PLANK ROAD  
NEWBURGH, NEW YORK 12550

Tel: 845-562-3333

Fax: 845-562-3334



June 24, 2014

JAMES OSBORNE, P.E.  
TOWN OF NEWBURGH  
1496 ROUTE 300  
NEWBURGH, NY 12550

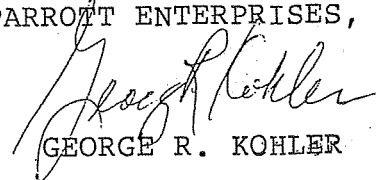
Re: West Stone Street Sewer Dist. Ext.  
Town of Newburgh, NY  
GHD No. 8615016.23  
C.O.Requests Nos. 004,005 and 007

Dear Mr. Osborne:

In accordance with letter dated June 16, 2014 and received on June 20, 2014 sent by Nate Medford, P.E. on the above project, enclosed herewith you will find three copies fully executed and in accordance with his instructions.

Very truly yours,

PARROTT ENTERPRISES, INC.

  
GEORGE R. KOHLER

K:M  
Encl/ Hand Delivered



# Change Order No. 003

Date of Issuance: June 12, 2014

Effective Date: Date of Owner's Signature

Project: West Stone Street Sewer District Extension	Owner: Town of Newburgh, NY	Owner's Contract No.: N/A
Contract: 1 - General	Date of Contract: June 4, 2013	
Contractor: Parrott Enterprises, Inc.	Engineer's Project No.: 8615016	

**The Contract Documents are modified as follows upon execution of this Change Order:**

The contract documents are modified as detailed in the attached *Description of Change Summary*.

**Attachments (list documents supporting change):**

Change Order Request No. 4, Change Order Request No. 5, and Change Order Request No. 7

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:  
  
\$ 387,200.50

Original Contract Times:  Working days  Calendar days  
Substantial completion (days or date): 40  
Ready for final payment (days or date): 60

Increase from previously approved Change Orders  
No. 001 to No. 002:  
  
\$ 4,854.94

Increase from previously approved Change Orders No. 001 to No.  
002:  
Substantial completion (days): 21  
Ready for final payment (days): 21

Contract Price prior to this Change Order:  
  
\$ 392,055.44

Contract Times prior to this Change Order:  
Substantial completion (days): 61  
Ready for final payment (days): 81

Increase of this Change Order:  
  
\$ 16,872.98

Increase of this Change Order:  
Substantial completion (days): 0  
Ready for final payment (days): 0

Contract Price incorporating this Change Order:  
  
\$ 408,928.42

Contract Times with all approved Change Orders:  
Substantial completion (days): 61  
Ready for final payment (days): 81

RECOMMENDED:  
By: [Signature]  
GHD Consulting Services, Inc.  
Date: 6/13/14  
Approved by Funding Agency (if applicable):  
  
N/A

ACCEPTED:  
By: \_\_\_\_\_  
Town of Newburgh, NY  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Parrott Enterprises, Inc.  
Date: 6/23/14  
  
Date: N/A

Since 1886

PARROTT ENTERPRISES, INC.

November 26, 2013

FAX TO: NATHANIEL MEDFORD, E.I.T.

PAGE #3

SUBJECT: CHANGE ORDER Request No.4 - PART "B"

COST OF REPAIRS TO CITY OF NEWBURGH WATER MAIN DISCOVERED ON NORTH PLANK ROAD BETWEEN SMH#1 and EXISTING MANHOLE - PER VERBAL WORK ORDER GIVEN BY JAMES OSBORNE TO MAKE THE NECESSARY REPAIRS. The several leaks in the water main saturated the soil making it unsuitable for backfilling the trench.

Materials: 38.9Tons@ 16.00 \$ 622.40
3/4" Bluestone

Equipment: Hr. Rate
Bobcat Excavator 50.00
Hyundai Loader 85.00
Hyundai Excavator 100.00
10-whl Deump Truck 95.00
Road Plate 15.00
345.00 @ 5 hrs 1,725.00

Fuels: Diesel, grease & oils 200.00

Labor: (6-man crew) Hrly Rate
Equipmt Oper. 2@69.31 138.62
Teamster 57.49
Laborers 2@52.20 104.40
Project Mgr 50.00
350.51
P/R Taxes - 14.74% 51.67
402.18
Insurances - 46% 161.24
563.42 @ 5 Hrs. 2,817.10

Additional cost to load, truck and dispose of supersaturated excavated materials from staging area to dumpsite. Estimated to be 25.93 C.Y.

Equipment:
Hyundai Loader 1 hr @ 100.00 100.00
10-whl Dump Truck 3 hrs@ 95.00 285.00
385.00

Labor:
Equip Operator 1 hr 69.31
Teamster 3 hrs@ 57.49 172.47
241.78
P/R Taxes - 1474 35.64
111.22
Insurances - 46% 338.64 338.64

Fuels: 40.00
Diesel, grease & oil 763.64
Cost of Trucking Unsuitable Materials 763.64
Total Base Cost 6,128.14
Overhead - 10% 612.81
6,740.95
Profit- 10% 674.10
7,415.05
225.00
\$ 7,640.05

Bond
TOTAL COST WATER MAIN REPAIRS

Since 1886

PARROTT ENTERPRISES, INC.

319 NORTH PLANK ROAD

NEWBURGH, NEW YORK 12550

Tel: 845-562-3333

Fax: 845-562-3334

November 26, 2013

FAX TO: NATHANIEL MEDFORD, E.I.T.  
 GHD CONSULTING ENGINEERS, LLC

FAX NO: 315-655-4180

FROM: GEORGE R. KOHLER

SUBJECT: W.STONE ST.SEWER DISTRICT EXT., TOWN OF NEWBURGH

ISSUE: FIELD ORDER NO. 1 OF 7/22/13 - SMH#4 DROP MANHOLE  
 ADDITIONAL PIPING AND CEMENT WORK- CHANGE ORDER REQUEST NO.5

The following is Parrott's cost for additional work on SMH#4:

<u>Materials:</u>			
8x8x8 PVC T-wge		\$ 98.98	
8" PVC Cap		70.00	
SS Bracket		48.00	
SS Anchor bolt, nuts & washers		50.00	
8" PVC Pipe		6.55	
8" Hub Adaptor		51.00	
Epoxy		22.00	
Mortar mix		19.00	
Total Materials			\$ 365.53
<u>Labor:(3-man crew)</u>			
Laborer		52.20	
Foreman		69.31	
Project Mgr.		50.00	
		171.51	
P/R Taxes - 14.74%		25.28	
Insurances - 46%		78.90	
		275.69	
	Total Hrs - 6 @		1,654.14
			2,019.67
Overhead - 10%			201.97
			2,221.64
Profit - 10%			222.16
			2,443.80
Bond			74.00
			2,517.80
TOTAL COST For Extra Work on SMH#4.....			\$ 2,517.80

K:M  
 CC-James W. Osborne, P.E.  
 Fax: 845-566-1432

Total Pages 1

PARROTT ENTERPRISES, INC.

319 NORTH PLANK ROAD

NEWBURGH, NEW YORK 12550

P. O. Box 1055, Newburgh, NY 12551-1055

Tel: 845-562-3333 Fax: 845-562-3334

December 2, 2013

FAX TO: NATHANIEL MEDFORD, E.I.T.  
 GHD CONSULTING ENGINEERS, LLC

FAX NO: 315-655-4180

FROM: GEORGE R. KOHLER

SUBJECT: W. STONE ST. SEWER DISTRICT EXT., TOWN OF NEWBURGH  
CHANGE ORDER REQUEST NO. 7

The final top course paving was increased by order of James Osborne on November 7, 2013 requiring the SMH#3 to be raised.

COST FOR RISERS INSTALLED IN SMH#3:

Materials:

1 1/2" Round Risers	2 @ 81.30	\$ 162.60
Labor to pick up and install		75.00
		<hr/>
		237.60
Overhead - 10%		<hr/>
		23.76
		261.36
Profit - 10%		<hr/>
		26.14
		287.50
Bond		<hr/>
		10.00
TOTAL COST OF INSTALLATION .....		<hr/>
		\$ 297.50
		<hr/>

K:M  
 CC-James Osborne  
 Fax845-566-1432



8D

13'14

March 11, 2014

Mr. James Osborne, P.E.

Town Engineer  
Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

Re: Additional Services  
West Stone Street Sewer District Extension  
Town of Newburgh, New York  
GHD No. 8615016.0

Dear Jim:

Substantial Completion has been attained by the Parrott Enterprises, Inc. for the work of the West Stone Street Sewer District Extension. Substantial Completion was attained on November 8, 2013. Final Completion has not yet been attained.

84  
calendar days

The Contract date for this project is June 4, 2013; the Notice to Proceed for this Contract was issued on August 6, 2013 and Contract times commenced on August 16, 2013. Per the original Contract and issued Notice to Proceed, the project was to be Substantially Complete by September 25, 2013 and Finally Complete by October 15, 2013. Change Order No. 1 added 21 days to the Contract duration. The reason for this addition to the Contract duration was for additional work to repair a broken water main (the water main was not shown on the drawing) and for delays in excavation due to the presence of unmarked gas lines. Following the issuance and acceptance of Change Order No. 1, the date by Which Substantial Completion was to be attained was October 16, 2013, and the date by which Final Completion was to be attained was November 5, 2013.

40  
calendar days

The required dates of Substantial Completion and Final Completion (as modified by Change Order No. 1) were not attained by the Contractor. The Contractor was onsite on nearly every working day from the beginning of its construction activities, on August 13, 2013, through the attainment of Substantial Completion; however, the Contractor's progress was not rapid enough to complete the project in the required duration. The lack of adequate progress was primarily due to the Contractor's use of an extended-width trench shield. The Contractor excavated and then backfilled trenches that were larger than required for the installation of 8-inch sewer piping.

In Exhibit A of GHD's agreement with the Town, Section A1.05 lists the scope of services for the Construction Phase of the project. These services were to be provided during an estimated construction duration phase of four months (per Section A1.05.B). As of the date of this letter, this project has been in the Construction Phase for approximately nine months. The duration of the Construction Phase increased, because of work performed by energy utilities on West Stone Street in the months of June and July (prior to beginning construction), delaying the start of the work; and because of the Contractor's delay in completion of the work (during construction). GHD respectfully requests that an additional \$3,500 be added to the lump sum amount of its Agreement with the Town because of the extended duration of the Contract.

Copies to: DEPUTY SUPERVISOR  
TOWN BOARD  
*JWS*

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

**MEMORANDUM**

**TO:** Gil Piaquadio, Deputy Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** July 18, 2014  
**RE:** H \ **MILL HOUSE ROAD CULVERT REPLACEMENT**

---

Cost estimates for the originally proposed concrete headwalls exceeded the original estimated costs by a significant amount. To bring the project costs back in line with the originally approved budget, it is proposed to square off the aluminum box culvert and use a corrugated aluminum headwall similar to other installations in the Town. Attached is an e-mail from Ruth Abrahams stating the Gomez Mill House Foundation's concurrence with the use of aluminum headwalls.

The cost to add 9 feet in length and purchase 2 headwalls is approximately \$22,000 (versus \$45,000 for concrete headwalls plus another \$20,000 or more for concrete footings).

This total material cost for this scenario is approximately \$10,000 higher than originally estimated.

An unknown is how long it will take the Highway Department to hammer out the rock intrusion. Todd DePew's opinion is that it is rippable shale and should be manageable. But it is necessary to provide a level surface to set the aluminum box culvert.

Based on the above, I am requesting Town Board approval to purchase the necessary additional structural pieces at a not-to-exceed cost of \$22,000. Placement of the aluminum box culvert will allow the Town to proceed to the FEMA funded work.

JWO/id  
Attachment

**James Osborne**

---

**From:** Ruth Abrahams [rabrahams@cjh.org]  
**Sent:** Thursday, July 17, 2014 12:58 PM  
**To:** James Osborne  
**Cc:** Robert Jacobs; Stephen Yarabek  
**Subject:** Jews Creek Culvert

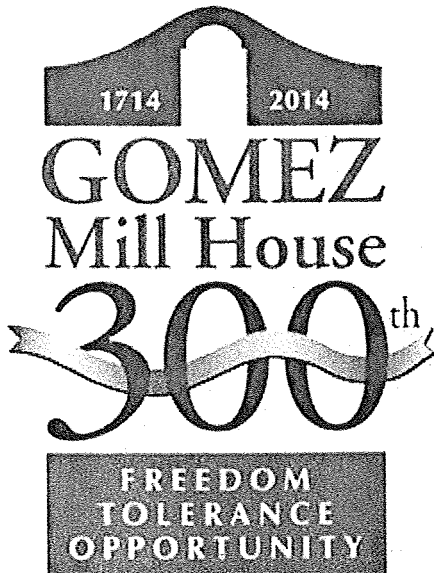
Dear Mr. Osborne,

As per our meeting yesterday, this is to verify that the Gomez Foundation for Mill House is amenable to the change from a cement headwall to a galvanized aluminum headwall, as recommended.

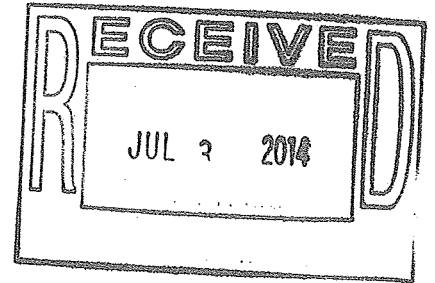
With all good wishes,

Ruth Abrahams

Ruth K. Abrahams, Ph.D.  
Executive Director  
Gomez Foundation for Mill House  
15 West 16<sup>th</sup> St., 6<sup>th</sup> Fl.  
New York, NY 10011  
212-294-8329 (t) 212-294-8348 (f) 201-970-3835 (cell)  
[Gomez@cjh.org](mailto:Gomez@cjh.org) [www.gomez.org](http://www.gomez.org)



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



**MEMORANDUM**

**TO:** Gil Piaquadio, Deputy Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** July 3, 2014  
**RE:** **W1 STEWART AIRPORT TANK REHABILITATION & IMPROVEMENTS**

---

I am requesting Town Board authorization to solicit a design engineering proposal for the above project from GHD Engineers. GHD prepared the original report that identified the scope of work and is familiar with the water quality objectives of the proposed tank improvements.

I would like to discuss this with the Town Board at the 23 July 2014 Work Session.

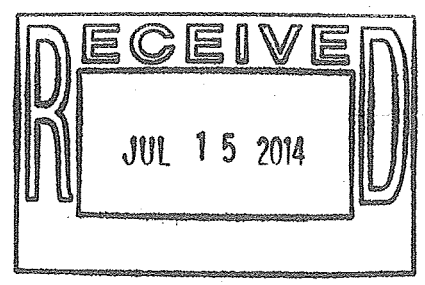
If you have any questions, please see me.

JWO/id

cc: M. Taylor, Attorney  
J. Platt, DPW Comm.  
R. Clum, Accountant



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



MEMORANDUM

REVISED

TO: Gil Piaquadio, Deputy Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: July 15, 2014  
RE: S \ MEADOW HILL SOUTH SEWER DISTRICT -  
RELIEF SEWER - BUDGET TRANSFER

The purpose of this memo is to revise a previously approved budget transfer to comply with the Town Accountant's requirements. Therefore, I am requesting that the Town Board approve the following budget transfer(s) as delineated below:

From: #8130.0458.5004 (Contracted Treatment)  
To: #9902.0900.5004 (Interfund Transfer)  
Amount: \$ 60,000

AND

From: #9902.0900.5004 (Interfund Transfer)  
To: #070.0070.2801.7013 (Capital Project)  
Amount: \$60,000

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

JWO/id

cc: R. Clum, Accountant



# TOWN OF NEWBURGH RECREATION DEPARTMENT

94

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

July 14, 2014

TO: Gil Piaquadio, Acting Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Chadwick Lake Park Bathroom Facilities

I would like the subject of Chadwick Lake Park bathroom facilities to be placed on the July 23<sup>rd</sup> Work Session agenda for discussion.

Regards,

Robert J. Petrillo  
Commissioner

7B



**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

July 14, 2014

TO: Gil Piaquadio, Acting Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Trolley Request

We are submitting for your approval the attached letter from the Coldenham Fire Company, Ladies Auxiliary, requesting the use of a trolley for the Montgomery Day Parade on Saturday, September 6<sup>th</sup>.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner



**COLDENHAM FIRE COMPANY INC.**  
**LADIES AUXILIARY**  
511 Coldenham Road  
Walden, NY 12586  
(845) 564-0438

June 26th, 2014

Newburgh Recreation Center  
c/o Commissioner Robert Petrillo  
311 Route 32,  
Newburgh, NY 12550

Dear Commissioner Petrillo:

I am the Captain of the Coldenham Fire Department Ladies Auxiliary. When our department held their 75<sup>th</sup> Anniversary Parade our organization borrowed a trolley from the Recreation Center. We also borrowed a trolley for Montgomery Day parade in 2009, 2010, 2011, 2012 and 2013.

We were wondering if we could once again borrow the trolley to use in the Montgomery Day Parade, September 6, 2014. We have a number of ladies from our organization that would like to be in the parade but are unable to walk the distance. We have tried to acquire a trailer to decorate so that they could ride in the parade, but I haven't been able to.

Thanking you in advance for your time and consideration. Kindly let me know of your decision in this matter.

I can be reached at: Kathleen Gasperetti  
444 Coldenham Road,  
Walden, NY 12586  
845-564-7882

Sincerely,

Kathleen J. Gasperetti  
Captain,

Coldenham Fire Company Ladies Auxiliary

10a



## TOWN OF NEWBURGH

---

1496 Route 300, Newburgh, New York 12550

**GIL PIAQUADIO**  
*Deputy Supervisor*  
*Acting as Supervisor*

845-564-4552  
Fax: 845-566-9486  
e-mail: [councilmanpiaquadio@townofnewburgh.org](mailto:councilmanpiaquadio@townofnewburgh.org)

July 23<sup>rd</sup> Agenda

I would like the Town board to consider a town wide e-waste collection.

Collection dates must be coordinated with the Highway Department.

10 10



# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177  
FAX 845-561-8987

TODD DEPEW  
HIGHWAY SUPERINTENDENT

A Permit is now required to use the Brush & Leaf Bins at the Highway Department.

Permits are for Town of Newburgh Residents ONLY.

Permits can be acquired at the Town Highway Office Monday – Friday 7:00am to 3:00pm

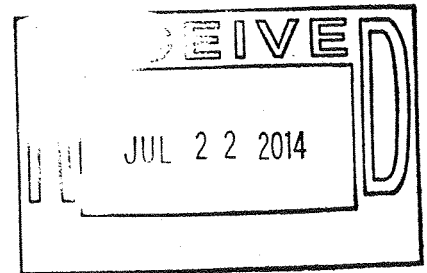
There is no fee for the permits.

The Permit sticker must be attached to the vehicle for entrance to the Brush/Leaf Bins.

## BRUSH & LEAF RULES:

1. Brush & Leaves Only
2. Brush is to be no longer than 4 feet
3. Brush is to be no wider than 4" in diameter
4. No Stumps
5. No Lumber
6. No Construction Debris
7. No Contractors
8. Please take your garbage with you
9. The Hours are Monday – Friday 7:00am to 3:00pm  
Saturdays 9:00am to 1:00pm

**TOWN OF NEWBURGH  
FLEET MAINTENANCE  
88 GARDNERTOWN ROAD  
NEWBURGH, NY 12550  
(845) 561-2288 Fax# (845) 561-3975**



**TO: Gil Piaquadio, Acting Supervisor and Town Board Members**

**FROM: James LaColla, Head Mechanic-Fleet Maintenance**

**DATE: July 22, 2014**

**RE: Surplus Equipment**

Request that items on the attached list be declared surplus to facilitate disposal through GovDeals.com

TRK 198	1998	INTER DUMP	1HTGEAER3WH551730		6/26/1998
TRK 12	1985	MACK DUMP	1M2S139CXFA001255	\$72,439.00	5/26/1985
TRK 20	2002	FORD DUMP F350	1FDWF37F82EC27796	\$33,864.00	6/21/2002
TRK 23	2002	FORD DUMP F350	1FDWF37FX2EC27797	\$33,864.00	7/3/2002
ROLLER	1981	PETTIBONE	C4410	\$40,500.00	4/19/1981
BACKHOE	1991	JCB	14BT4061364781	\$44,949.00	6/7/1991
PAVER	1991	LEE BOY	8000		4/1/1991
ROLLER	1991	BOWMAG	DW55E	\$1,800.00	4/4/1991
SM TRL	1967	STEVES	1192B	O US GOVT	6/3/1997
DUMP TRL	1986	RAVEN SEMI	1R1D02523GE860221		6/1/1998
UTIL TRL	2003	BIG TEX UTILITY TF	4K8NX182131C03651	\$1,993.00	8/11/2003
VAC-ALL	1987	MACK	1M2K125C5HM009880	\$128,747.00	8/21/1986
T-VAC	1998	TARCO	J2212A5456J02		6/5/1998
JET TRK	1981	GMC UTIL	1GDG7D1B0BV566677	\$91,900.00	2/10/1981
TRACTOR	1992	FORD TRAC	BD12637	\$12,550.00	5/15/1992
	2007	Ford CVC	2FAHP71W27X134360	\$20,389.00	
350	1987	INTER STAKE	1HTLFHXN5HH478524	O U.S. GOVT	3/19/01



100

VEHICLE # YEAR MODEL VIN# COST Date of Arrival PLATE # GVWR

Class 8  
Trk 1 -  
9-1000

15-20,000  
2,000

1	TRK 10	1984	MACK Tractor	1M2P137CXEA011	\$70,962.00	1/23/1984	K82780	56,000
2	TRK 12	1985	MACK DUMP	1M2S193CXFA001	\$72,439.00	5/26/1985	K90178	36,180
3	350	1987	INTER STAKE	1HTLFHXN5HH478524	0 U.S. GOVT	3/19/200	L80396	20500
4	TRK 4	1993	MACK DUMP	1M2P137C6JA0171	\$71,498.00	11/2/1987	R21885	56,000
5	TRK 7	1992	MACK DUMP	2M2P264C2NCO10	\$56,448.00	6/25/1991	L98661	57,100
6	TRK 8	1992	MACK DUMP	2M2P288CANC010	\$50,000.00	6/25/1991	L12862	36,300
7	TRK 14	1997	MACK DUMP	1M2P267C7VW003	\$58,990.00	5/8/1997	L12863	59,180
8	TRK 6	1999	INTER DUMP	1HTGEAERXKH112	\$92,922.50	7/21/1999	M17494	37,500
9	TRK 11	1999	INTER DUMP	1HTGEAER1XH212	\$92,922.50	7/21/1999	K63309	37,500
10	TRK 15	2002	INTER DUMP	1HTGEAER02H507H	\$85,995.00	10/9/2001	L80882	44,500
11	TRK 22	2002	INTER DUMP	1HTGEAER22H507H	\$85,995.00	10/9/2001	L80882	44,500
12	TRK 2	2003	INTER DUMP	1HTGEAER2H507H	\$108,177.00	9/11/2002	R21858	44,600
13	TRK 15	2003	INTER DUMP	1HTGEAER03H507H	\$108,177.00	11/19/2002	R21859	44,600
14	TRK 24	2004	MACK DUMP	1M2A21004AM01	\$108,512.12	9/15/2003	R21889	64,000
15	TRK 25	2006	MACK DUMP	1M2A208CAGM00	\$129,297.93	11/7/2005	L99685	47,500
16	TRK 5	2007	MACK DUMP	1M2A208C7W00	\$140,997.85	5/4/2007	M15805	47,500
17	TRK 17	2009	MACK DUMP	1M2A202C39W00	\$158,558.50	1/22/2009	M45424	47,120
18	TRK 9	2009	MACK DUMP	1M2A202C39W00	\$161,128.78	6/28/2008	R93251	67,120
19	TRK 3	2012	INTER DUMP	1HTGPRH5C15572	\$164,475.00	7/30/2011	R18518	47,760
20	TRK 1212	2013	INTER DUMP	1HTGPRH3D15561	\$181,306.00	5/30/2012	R21858	47,760

1 Tons

1	TRK 20	2002	FORD DUMP	F3EDWRS7R82E27	\$35,864.00	6/11/2002	C78108	12,500
2	TRK 23	2002	FORD DUMP	F3EDWRS7R82E27	\$39,864.00	7/3/2002	L78311	12,500
3	TRK 19	2012	FORD DUMP	F41FDVH4HT7CEA29	\$51,325.29	11/4/2011	R18519	16,500
4	TRK 21	2012	FORD DUMP	F41FDVH4HT7CEA29	\$51,325.29	11/4/2011	R18520	16,500

Equipment

1	ROLLER	1981	PETTBONE	CA410		\$40,500.00	4/19/1981		
2	GRADER	1985	CHAMP 740	74012711421992		\$107,946.00	3/2/1985	K90176	34,015
3	GRADALL	1986	GRADALL 830	NAG868006			5/9/1986	K90177	53,720
4	COMP	1990	INGEN/RAND TRL	187920099317		\$8,000.00	12/12/1990	L28209	2,500
5	BACKHOE	1991	ICEB	14874061364781		\$44,949.00	6/7/1991	K90171	18,299
6	PAVER	1991	LEE BOY	8000			4/2/1991		
7	ROLLER	1991	BOWMAG	DW55E		\$1,800.00	4/4/1991		
8	EXCAVATOR	1994	CAT 312	GGK00560		\$94,558.00	6/2/1994		
9	CHIPPER	1998	SALSOO	98111200100310823		\$17,624.00	3/9/1998		
10	LOADER	2000	DAEW/DC	1238		\$8,158.00	9/1/2004		
11	LOADER	2002	CATERPILLAR	CATT0386194500983		\$86,070.00	5/3/2002	K90172	30,230
12	CHIPPER	2011	RANDIT	46MUS15108R001027		\$41,600.00	5/14/2011	L73110	19,060
13	BACKHOE	2012	CASE 590SN	JJGN59SNHDC582582		\$99,000.00	1/2/2013		7,500
14	ROLLER								

Trailers

1	SM TRL	1967	STEVES	1192B					
2	WD 13	1972	GENERAL TRAILER	6572145			6/3/1997	K13965	1,500
3	TIRE TRL	1975	INTER TRL	1280001U008370		7/10/75	4/1/75	L73114	
4	DUMP TRL	1978	FRUEH SEMI	CHZ273865		\$1,500.00	5/7/1997	K13956	1000
5	LOW BOY	1986	RAVEN SEMI	IR1D02523GE860221			6/1/1998	L28205	STORAGE
6	20 TON	1992	EAGER/BEAVER TRL	112GCC996M1040262		\$20,682.00	7/24/1992	L28215	70,000
7	WD 12	1997	INTERSTATE TRL	1UKDLA218VA200161		\$12,151.00	6/9/1997	L28208	58,560
8	UTL TRL	1998	TOW MASTER TRL	4CNP1392DWC1161381		10/04/98		L49226	47,360
9		2008	BIG TEN UTILITY TRL	4K8NX182134C03661		\$1,993.00	8/13/2008	L48999	25,900

15,000  
8000  
1,000  
1,000  
1,000  
1,000  
1,000  
1,000  
1,000  
1,000  
1,000

Pick-Ups

1	MD 2	2004	FORD F350	1F15G1P94E861408	\$30,189.25	12/17/2003	A50028	9,700
2	P/U 2	2005	FORD F-350 UTIL	1FDWFA1P25EC45855	\$34,257.20	4/14/2005	A88930	11,100
3	P/U 3	2005	FORD P/U	1FDWFA1P48FD70138	\$35,992.60	6/5/2005	M77475	11,100
4	P/U 4	2003	FORD F 35	1FDMAW318968D99248	\$39,195.50	5/15/2006	M30894	11,100
5	MD 1	2012	FORD F350	1FT7Z2ST9CE896365	\$37,757.37	10/16/2012	R21915	10,000

Sweepers & Vacs

5-3ppd  
9500

1	VAC-ALL	1987	MACK	1M2K125CSHM009880	\$128,747.00	8/21/1986	A18053	37,760
2	T/VAC	1998	TARCO	12212A54S6102	\$119,800.00	6/5/1998	L26159	32,000
3	SWEeper	1999	STERLING JOHNSON	49HG7FAA49H449165	\$25,510.00	7/18/2008	M01V42	41,000
4	VACTOR	2003	STERLING JOHNSON	1P721TDC16M01501	\$195,810.00	4/25/2006	M38823	33,000
5	SWEeper	2007	Freightliner Truck	2FVADT0517H/58742		7/28/2008		

3,000

1	JET TRK	1981	GMC UTIL	1GDG7D1B08V56677	\$91,900.00	2/10/1981	K90174	23,160
2	BUCKET TRK	1986	GMC UTIL	1GD17D1F6GV507710	\$21,990.00	2/22/1995	K90167	29,860

Tractors

9,000

1	TRACTOR	1986	KUBOTA TRAC	111107	\$30,651.00	7/2/1986	A17904	5,533
2	TRACTOR	1992	FORD TRAC	8D12637	\$12,550.00	5/15/1992	K90175	4,770
3	TRACTOR	1998	MA/FETRAC	G37010	\$76,900.00	10/23/1998	K90173	8,285

1,500-2000 1 yellow chipper Blount motor

Approx 99,200.00



# TOWN OF NEWBURGH

1496 ROUTE 300, NEWBURGH, NEW YORK 12550

44

Les Cornell  
Director of Buildings & Grounds

Ph: 845-564-4556  
Fax: 845-566-1432

To: Deputy Supervisor Piaquadio  
Town Board

From: Les Cornell, Building & Grounds Supervisor

Date: July 11, 2014

Re: Windows

---

Over the last few months I have been getting prices for replacing the old single pane windows at Town Hall with new energy efficient units. I have received two quotes over that period of time. Renewal by Anderson came and looked at the job but did not submit a quote even after several follow up calls. Reliable Glass did not provide us with a quote but verbally stated that type of windows they use would probably be in the 30 to 40 thousand dollar range. I did receive a price from Pella for \$17,953.75 and also a price from No Glass for \$10,875.00.

**QUOTE****NU-GLASS & STOREFRONTS INC**

154 North Plank Road, Newburgh, New York 12550  
 Phone (845) 562-8387 Fax (845) 565-0991  
 Rack101@optonline.net

DATE: MAY 20, 2014

EXPIRES in: 60 days

Town Newburgh

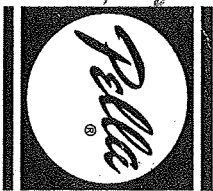
SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Rick	Replacement windows		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
25	36" x 60" Ellison 1300 series white vinyl replacement windows with Low E/ argon filled insulated units. Inc half screens, night latches and (2) locks. Includes labor and caulking.  Prevailing wage add 1500.00	375.00	9375.00
		<b>SUBTOTAL</b>	
		<b>SALES TAX</b>	Exempt
		<b>TOTAL</b>	10875.00

Quotation prepared by: Rick Powles

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**



# Contract - Detailed

Pella Window and Door Showroom of Paramus  
 483 Route 17 South  
 Paramus, NJ 07652-3001  
 Phone: 2012251385 Fax: 2012251388

Sales Rep Name: Rouse, Jason  
 Sales Rep Phone: 973-575-0200  
 Sales Rep Fax:  
 Sales Rep E-Mail: jrouse@njpella.com

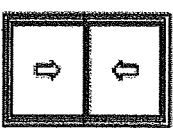
Customer Information	Project/Delivery Address	Order Information
Town Of Newburgh Town Hall 1496 Route 300  NEWBURGH, NY 12550-2697 Primary Phone: (845) 5644552 Mobile Phone: Fax Number: E-Mail: Great Plains #: Customer Number: 1006899552 Customer Account: 1002357531	Town Hall, Town Of Newburgh, 1496 Route 300, Newburgh 1496 Route 300  Lot # Newburgh, NY 12550-2697 County: Orange	Quote Name: Town Hall, Town Of Newburgh, 1496 Route Order Number: 751 Quote Number: 5785952 Order Type: Installed Sales Payment Terms: Tax Code: OR-CAP Quoted Date: 6/10/2014

Line #	Location	Attributes
--------	----------	------------

10 None Assigned

## Vinyl Windows / Doors By Pella, Replacement Double Hung, White

Qty \_\_\_\_\_  
24



PK #  
641

1: Double Hung, Equal  
 General Information: Standard, Vinyl, Block Frame With Mull Groove, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander  
 Exterior Color / Finish: White  
 Interior Color / Finish: White  
 Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude  
 Hardware Options: White  
 Screen: Full Screen  
 Grille: No Grille,

Viewed From Exterior

Customer: Town Of Newburgh Town Hall

Project Name: Town Hall, Town Of Newburgh, 1496 Route 300, Newburgh

Order Number: 751

Quote Number: 5785952

Project Checklist has been reviewed

Customer Name \_\_\_\_\_ (Please print)

Pella Sales Rep Name \_\_\_\_\_ (Please print)

Customer Signature \_\_\_\_\_

Pella Sales Rep Signature \_\_\_\_\_

Date \_\_\_\_\_

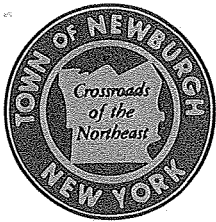
Date \_\_\_\_\_

Credit Card Approval Signature \_\_\_\_\_

Order Totals	
Taxable Subtotal	\$17,953.75
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$0.00
Total	\$17,953.75
Deposit Received	
Amount Due	\$17,953.75

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

113



## TOWN OF NEWBURGH

---

1496 ROUTE 300, NEWBURGH, NEW YORK 12550

Les Cornell  
Director of Buildings & Grounds

Ph: 845-564-4556  
Fax: 845-566-1432

To: Deputy Supervisor Piaquadio  
Town Board

From: Les Cornell, Building & Grounds Supervisor

Date: July 11, 2014

Re: Town Hall Door

---

The entrance door on the south side of the Town Hall building is in need of replacement. After many attempts to have contractor quote me a price on replacing the door and frame only, Nu-Glass seems to be interested in the job. They have submitted a bid of \$4700.00.



**QUOTE****NU-GLASS & STOREFRONTS INC**

DATE: MAY 20, 2014

EXPIRES in: 60 days

154 North Plank Road, Newburgh, New York 12550  
 Phone (845) 562-8387 Fax (845) 565-0991  
 Rack101@optonline.net

Town of Newburgh

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Rick	Side Entrance		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	52" x 96" Clear anodized aluminum entrance with (1) 36 x 84 narrow style entrance door. Includes (3) butt hinges, 10" bottom rail, rim panic, electric release, surface mounted closer and 1" clear tempered safety glass.  Prevailing wage add 200.00		4500.00
		<b>SUBTOTAL</b>	
		<b>SALES TAX</b>	Exempt
			4700.00

Quotation prepared by: Rick Powles

To accept this quotation, sign here and return: \_\_\_\_\_



Gil Piaquadio <councilmanpiaquadio@townofnewburgh.org>

---

## Unsafe Building Resolution Requests

1 message

---

**Tom Dubetsky** <townsafety@townofnewburgh.org>

Wed, Jul 16, 2014 at 1:40 PM

To: councilmanpiaquadio@townofnewburgh.org

Cc: fireinspector@townofnewburgh.org

Gil,

I would like to request that the following proposed Unsafe Buildings be placed on the agenda of the Town Board Audit Meeting for July 23, 2014.

1. 258 North Plank Road
2. 1816 Rte.300

Thank you

**Thomas J. Dubetsky**

Asst. Fire Inspector/Safety Officer

Town of Newburgh

Office- (845) 564-7801

Fax – (845) 567-7802

e-mail: townsafety@townofnewburgh.org

Unsafe Building  
Town of Newburgh  
Tax Map Section: 14-1-19  
Code Compliance Department  
Town of Newburgh  
308 Gardnertown Rd.  
Newburgh, New York 12550

Dear Frank and Olive Balison,

With reference to the above described property, the house has been declared by the Town Board of the Town of Newburgh to be unsafe due to structural instability and partial collapse.

This notice as of this date includes an ORDER to make safe and secure or to remove said building shall commence within twenty (20) days of the serving notice as hereinafter provided, and shall be completed within forty – five (45) days thereafter.

That in the event of neglect or refusal of the persons served with this notice and order to comply with same, the Town Board will cause said building to be demolished and removed.

That the land on which said buildings or structures are located will be assessed for all costs and expenses incurred by the Town in connection with the proceedings to remove or secure including the cost of actually removing the said building or structure and/or a special proceeding to collect said cost including legal fees, may be instituted by the Town Board.

That on the 4th day of August 2014 at 7:00pm, at the Town Hall, 1496 Rte. 300 in the Town of Newburgh, a hearing will be held before the Town Board at which time and place you will be given an opportunity to be heard in response to the evidence presented by the Town.

Attached is a certified copy of the “Resolution Determining Unsafe Building and Order to Make Safe or Remove” as passed by the Town Board, Town of Newburgh, on the 23rd day of July 2014.

This was certified by the Town Clerk on the 24<sup>th</sup> day of July 2014

Your full cooperation in this matter will be appreciated and expected.

Dated: July 24, 2014

---

Thomas Dubetsky  
Public Safety Officer  
Town of Newburgh

At a meeting of the Town Board  
held at 1496 Rte. 300, in the Town of  
Newburgh on the 23rd day of  
July 2014 at 7:00 pm

**Present:**

Elizabeth Greene, Councilwoman  
Gilbert Piaquadio, Councilman/Acting Supervisor  
Paul Ruggiero, Councilman  
George Woolsey, Councilman

**RESOLUTION DETERMINING  
UNSAFE BUILDINGS AND  
ORDER TO MAKE SAFE OR  
REMOVE**

WHERE AS, it was reported to the Town Board that a house addressed as 1816 Rte. 300 . in the Town of Newburgh owned by Frank and Olive Blaison, said premises designated as Section 14, Block 1, Lot 19 , might be dangerous or unsafe to the public and

WHERE AS, the Town Board ordered the Code Compliance Dept. to make an inspection and report of said site, and

WHERE AS, the Code Compliance Dept. did so inspect and deliver a report on said building to said Town Board on the 23rd , day of July, 2014 and

WHERE AS, the Town Board has carefully considered said report.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh declares that the house located on a portion of 1816 Rte.300 premises owned by Francis and Olive Blaison.said premises designated as Section 14, Block 1, Lot 19 is unsafe and dangerous and comes within the confines of Chapter 75, Subsection 2, of the Town of Newburgh Municipal Code.

BE IT FURTHER RESOLVED AND ORDERED, that said building shall be made safe or removed and that work shall commence within (20) days of the serving of notice of this Resolution and shall be completed (45) days thereafter.

BE IT FURTHER RESOLVED AND ORDERED THAT a notice containing the information required under Section 75.2 C and E.

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

Elizabeth Greene voting  
Gil Piaquadio voting  
Paul Ruggiero voting  
George Woolsey voting

WHERE AS, a Public Hearing has been scheduled for the 4<sup>th</sup> of August 2014 at 7:00 pm for the hearing of all disputes and challenges to the claiming of Unsafe Building status for the house listed as 1816 Rte. 300 in the Town of Newburgh.

# TOWN OF NEWBURGH

*Crossroads of the Northeast*

---

OLD TOWN HALL  
308 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

CODE COMPLIANCE DEPT.  
TELEPHONE 845-564-7801  
FAX LINE 845-564-7802

July 21, 2014

To: Gil Piaquadio, Acting Town Supervisor  
Town Board Members  
From: Thomas Dubetsky  
Asst. Fire Inspector/ Safety Officer  
Re: Unsafe Building Resolution  
SBL 14-1-19  
1816 Rte. 300.

Based on an inspection of the residential structure on the above indicated parcel it is the recommendation of this office that an Unsafe Building Resolution be adopted.

Town of Newburgh Municipal Code Section 75-2

C. "Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded or which have insufficient strength to be reasonably safe for the purpose used.

Actual conditions:

Roof partially collapsed

E. "Those which have become or are so dilapidated, decayed, unsafe, or unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation or are likely to cause sickness or disease so as to work injury to the health, morals, safety or general welfare of those living therein.

Actual conditions:

Excessive signs of decay to the structure .

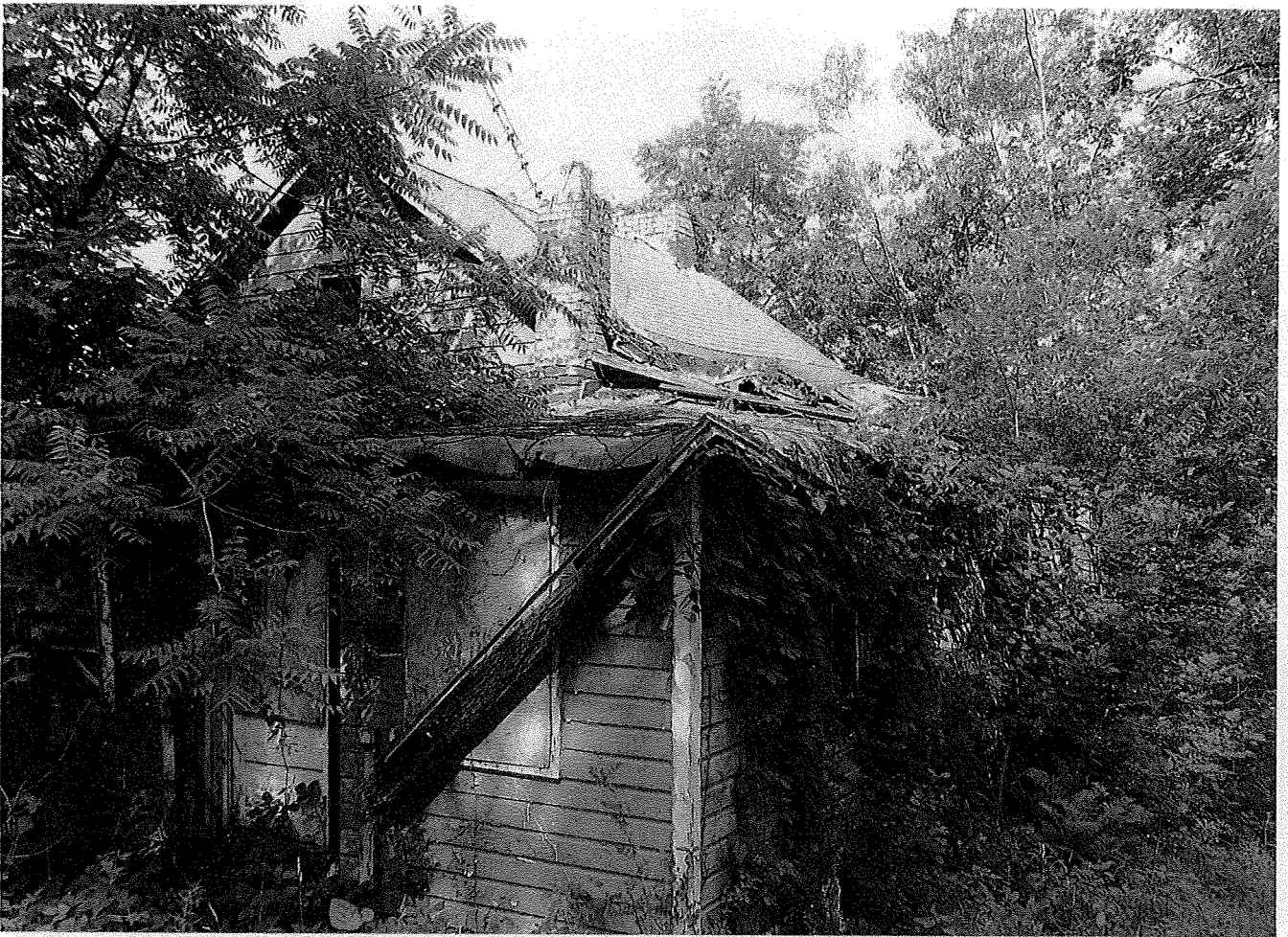
In consideration of this report I request the adoption of an Unsafe Building Resolution and the scheduling of a Public Hearing on August 4, 2014. at 7pm

Respectfully submitted,



Thomas Dubetsky  
Asst. Fire Inspector/ Safety Officer  
Town of Newburgh









# Memorandum

**To:** Deputy Supervisor Gilbert Piaquadio & Town Board Members

**Cc:** Andrew Zarutskie, Town Clerk

**From:** Deborah A. Smith, Receiver of Taxes and Assessments

**Date:** July 17, 2014

**Re:** Online Payments

---

The Receiver's Office received two proposals for accepting online payments. They are as follows:

Cit-e-net, LLC, who is located in Butler, NJ

Software Consulting, who is located in Red Hook, NY

After carefully reading both proposals submitted by both agency and talking to each of them I am recommending Software Consulting for several reasons:

- The Receiver's Office already is using their service for our Water & Sewer, Bond, School and Property Tax software programs.
- They have provided us with an excellent support service, which will continue for the online payments
- There is no charge to the Town for setting up or maintaining the website for the online payments



# SCA Utility Billing On-Line Payment System Proposal

Town of Newburgh, NY

July 17, 2014

Prepared by:  
Software Consulting Associates  
54 Elizabeth St.  
Red Hook, NY

Account Representative: Brandon Clark

Phone: (845) 758-0104

Fax: (845) 758-0884

E-Mail: [bclark@sca-corp.com](mailto:bclark@sca-corp.com)

Website: [www.sca-corp.com](http://www.sca-corp.com)

**Web Based Payments – Free of charge to the municipality.**

Web- based utility payment allows your existing utility customers to view their account status and pay their bills online. The payment information is then seamlessly posted through to your in-house SCA Utility Billing System. The customer paying their bill online will be charged a small convenience fee paying on-line.

Customers can pay with either credit card or electronic check.

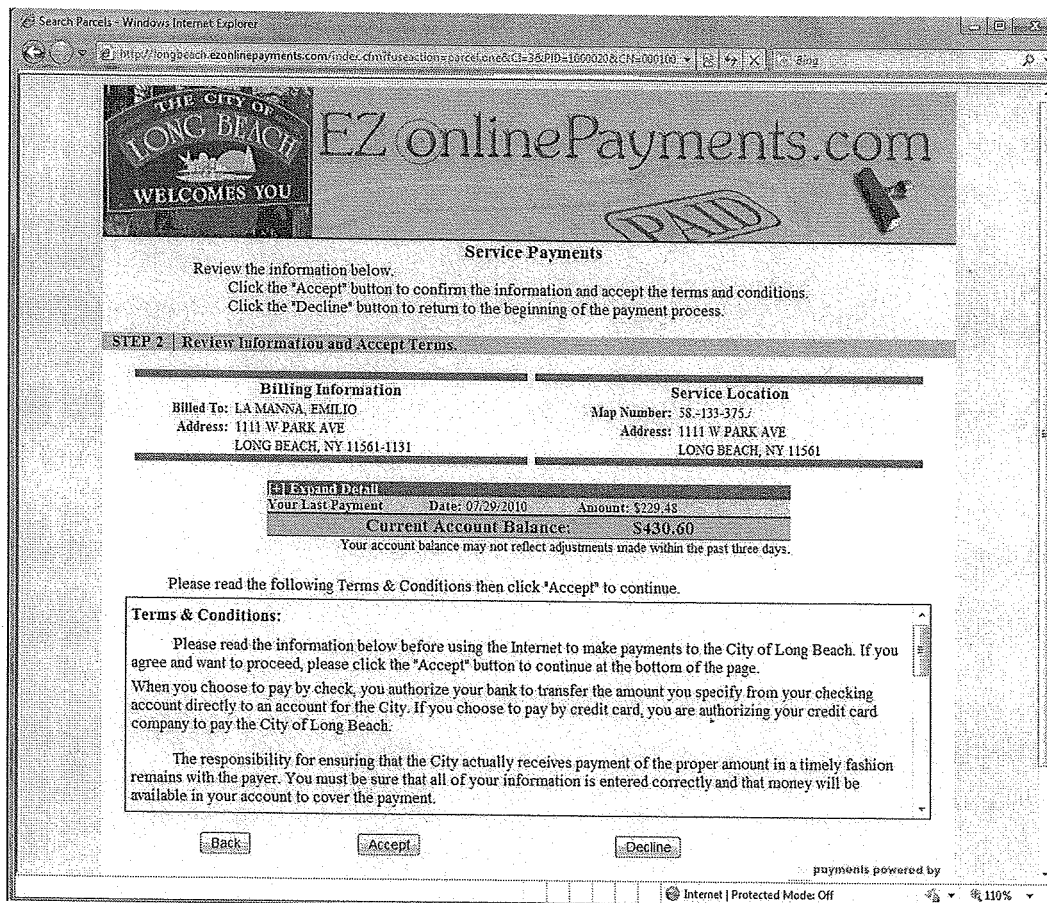


Figure 1 – Example Online Payment Screen

What this means for you, no data entry by your office’s personnel, saving you time, paper and avoiding mistakes, all while giving your customers an incredibly efficient way to pay their utility bills on-line.



**Web Based Utility Payments \***

- a. No charge for the software to the municipality. Your customers are charged a minimal service fee for using the online service.
- b. Credit card and ACH payments are seamlessly posted through to your in-house SCA Utility Billing System.
- c. Bank routing code verification helps reduce erroneous customer payments. While also resulting in more accurate data and less bounced checks.
- d. All payment processing is done on SCA's (and its Partners) PCI certified servers ensuring secure and encrypted check and credit card transactions.

*\* See Appendix A for full specifications.*

*Example Utility Payment Sites:*

<http://longbeach.ezonlinepayments.com/>

<http://monroe.ezonlinepayments.com/>

<http://demo.ezonlinepayments.com/>

In order for your Town to receive the SCA Online Utility Payment System for free your town must agree to these basic requirements

1. You must agree to let SCA provide the option for online payments and the appropriate web-address (URL) to be printed on the utility bills.
2. You must agree to use the SCA On-line Utility Payment System for online payment collections for a minimum of three years.



## On-Line Utility Payment System

Town of Newburgh, NY hereby agrees to the terms set forth above and authorizes SCA to proceed with the SCA Online Utility Payment System project.

Town of Newburgh, NY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SOFTWARE CONSULTING ASSOCIATES

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Payment Terms.**

All payments shall be made within 30 days of receipt of the invoice/voucher. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

**Software.**

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

**Computer Hardware.**

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

**Warranties; Limitations.**

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

**Notices.**

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.



**Term and Termination.**

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

**Changes.**

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

**Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

**No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES  
54 Elizabeth St.  
Red Hook, NY 12571  
845-758-0104  
Investment





# SCA Tax Billing On-Line Payment System Proposal

Town of Newburgh, NY

July 17, 2014

Prepared by:  
Software Consulting Associates  
54 Elizabeth St.  
Red Hook, NY

Account Representative: Brandon Clark

Phone: (845) 758-0104

Fax: (845) 758-0884

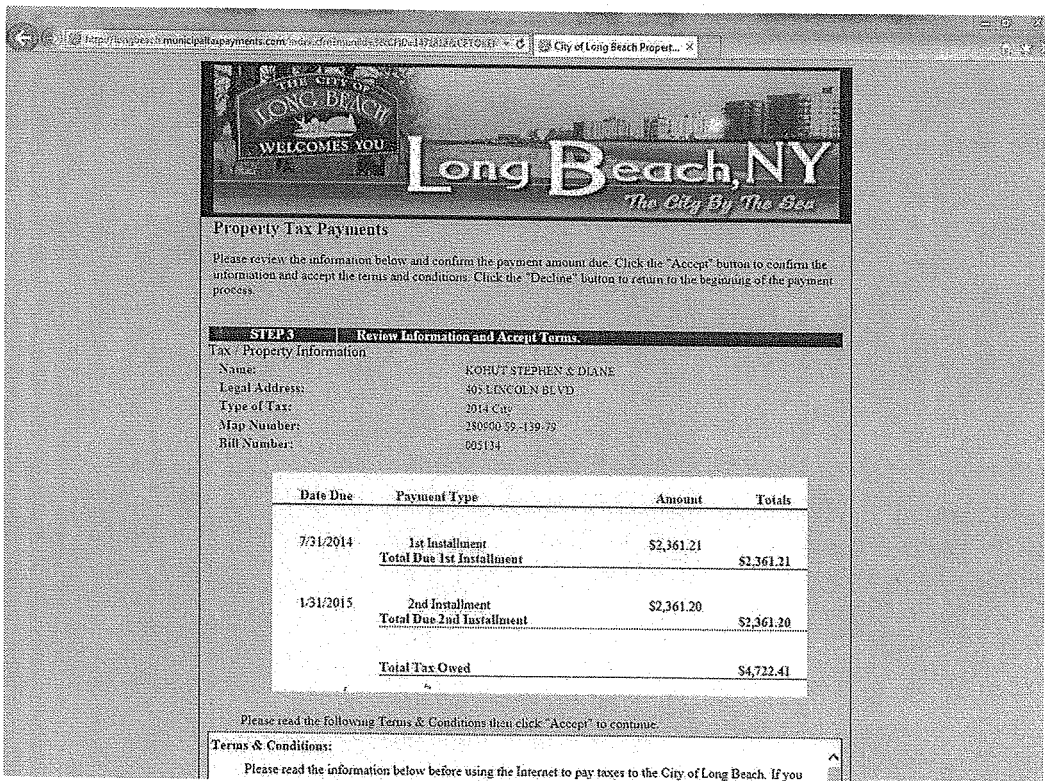
E-Mail: [bclark@sca-corp.com](mailto:bclark@sca-corp.com)

Website: [www.sca-corp.com](http://www.sca-corp.com)

**Web Based Payments – Free of charge to the municipality.**

Web- based Tax payment allows your existing Tax customers to view their account status and pay their bills online. The payment information is then seamlessly posted through to your in-house SCA Tax Billing System. The bill payer will be billed a small convenience fee paying on-line.

Customers can pay with either credit card or electronic check.



**Figure 1 – Example Online Payment Screen**

What this means for you, no data entry by your office personnel, saving you time, paper and avoiding mistakes, all while giving your customers an incredibly efficient way to pay their Tax bills on-line.



**Web Based Tax Payments \***

- a. No charge for the software to the municipality. Tax customers are charged a minimal service fee for using the online service.
- b. Credit card and ACH payments are immediately and seamlessly posted through to your in-house SCA Tax Billing System.
- c. Bank routing code verification reduces erroneous customer payments. All resulting in no data entry by tax office personnel.
- d. All payment processing is done on SCA's PCI certified servers ensuring secure and encrypted check and credit card transactions.

*\* See Appendix A for full specifications.*

*Example Tax Payment Sites:*

<http://longbeach.municipaltaxpayments.com/>

<http://demo.municipaltaxpayments.com/>

In order for your Town to receive the SCA Online Tax Payment System for free your town must agree to these basic requirements

1. You must agree to let SCA provide the option for online payments and the appropriate web-address (URL) to be printed on the Tax bills.
2. You must agree to use the SCA On-line Tax Payment System for online payment collections for a minimum of three years.



## On-Line Tax Payment System

Town of Newburgh, NY hereby agrees to the terms set forth above and authorizes SCA to proceed with the SCA Online Tax Payment System project.

Town of Newburgh, NY

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SOFTWARE CONSULTING ASSOCIATES

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



### **\*Appendix A: On-Line Payment Specifications**

- The look of the payment site can reflect that of the municipalities' site to look like a natural extension of your own website.
- A website will be provided to the municipality for verification of bank deposits and posting reconciliation.
- Payment methods: These amounts are charged to the customer after the other fees & penalties are calculated.
  - Electronic Check (ACH): The convenience fees assessed by SCA for ACH will be 0.25% of the entire payments including all other fees and penalties applied to the account or a minimum fee of \$3.00.
  - Credit Card: The convenience fees assessed by SCA for Credit Cards will be 4% of the entire payments including all other fees and penalties applied to the account or a minimum fee of \$3.00. The site can accept Visa, MasterCard, and Discover.
  - PayPal: Contact for details

All Rates listed here are guaranteed for a period of six(6) months after which these rates are subject to change.

## TERMS AND CONDITIONS

Municipalities are limited to one free back account Per Online Collection. Additional accounts can be set up for a set monthly fee per account.

Convenience fee charges are subject to change based on volume of online transactions. Municipalities must contact SCA to request a reduction in rates if they feel their volume of payments justifies such a reduction.

The Municipality is responsible for all fees associated with refunded payments. Convenience fees will NOT be refunded by SCA

**This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.**

### **Responsibility of Software Consulting Associates (SCA).**

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

### **Your Responsibility.**

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

### **Adjustments to Performance Schedule; Unauthorized Delays.**

- A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

### **Variations from Standard Methods or Procedures.**

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

### **Title.**

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.



**Payment Terms.**

All payments shall be made within 30 days of receipt of the invoice/voucher. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

**Software.**

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

**Computer Hardware.**

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

**Warranties; Limitations.**

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

**Notices.**

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.



**Term and Termination.**

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

**Changes.**

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

**Force Majeure.**

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

**Disclaimer of Association.**

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

**No Waiver.**

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

**Dispute Resolution.**

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES  
54 Elizabeth St.  
Red Hook, NY 12571  
845-758-0104  
Investment



May 13, 2014

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

### CIT-e-NET Online Tax & Utility Payments

Gil:

Cit-e-Net is pleased to provide the Town of Newburgh with this quotation for the Cit-e-Net *Online Tax Payment* application and the *Online Utility Payment* application. The Cit-e-Net applications will enable the municipality to collect municipal property tax and utility payments online directly from the taxpayer using either ACH electronic-check or online credit card payment methods (if the credit card payment method would be selected by the municipality.)

The payment collection and processing efficiency of the tax/utility department will be significantly enhanced using the Cit-e-Net applications. Staff will be able to process an entire day or weekend of online payments in only a couple of minutes using just several mouse-clicks.

I've also listed for reference purposes the Cit-e-Net *Online General-Payment* application, if the municipality would be ready to consider implementing other types of online payments in addition to tax/utility payments. The Cit-e-Net *Online General-Payments* application provides the capability for the municipality to web-enable the online collection of non-tax/non-utility type payments such as permits, fees, etc. This Cit-e-Net application is a no-fee special-offer subscription when it is implemented in conjunction with both the Cit-e-Net *Online Tax Payment* and *Online Utility Payment* applications.

Several key features and benefits of the Cit-e-Net online payment applications are:

- **Municipality collects payment directly from the taxpayer.** Cit-e-Net is *not* the payment collector or payment processor.
- **No Cit-e-Net transaction fees for either the municipality or the individual taxpayer.**
- **Works with the municipality's selected bank** for the processing and deposit of ACH electronic-check payments in conjunction with the Cit-e-Net application.
- **Municipality selects its own credit card processor** to work in conjunction with the Cit-e-Net application for online credit card payments.
- **A self-funding capability is available in the Cit-e-Net online payment applications** if the municipality would decide to use the **optional convenience-fee function**.
- **Payment records are electronically archived** and available online to the municipality for reports & searches. (*Credit card account information is not saved in the payment records for security purposes.*)

Cit-e-Net application pricing is on an annual fixed-fee subscription fee basis to the municipality. Cit-e-Net application hosting, maintenance and technical support are included as part of the annual subscription fee. Cit-e-Net setup services are one-time-charge service fees. User-training is included as part of the setup services.

Please contact me if you have any questions about this Cit-e-Net quotation, applications or services. Cit-e-Net looks forward to the opportunity to help the Town of Newburgh to implement online payments as a member of the Cit-e-Net client community.

Sincerely,  
William Benzie

CIT-e-NET, LLC  
201-755-6570  
bbenzie@cit-e.net

**CIT-e-NET ONLINE PAYMENT APPLICATIONS <sup>1</sup>****OPTIONAL CONVENIENCE-FEE FEATURE  
(SELF FUNDING CAPABILITY)**

Cit-e-Net online payment applications can provide a self-funding capability for the municipality. The application includes a function that can enable the municipality to optionally specify and collect a separate online convenience-fee directly from the individual payer.

This feature can be used by the municipality to help offset any associated online payment collection costs.

The optional convenience-fee (if implemented) would be in addition to the principal payment amount and would display as a separate online billing and payment line-item collected directly by the municipality with the online payment.

For municipal auditing and management purposes, the convenience-fee will display in the payment submission records as a separate payment collection item and category.

The municipality has the capability to immediately change the convenience-fee anytime it would desire. The following convenience-fee options can be specified by the municipality for each online payment method (ACH electronic-check and online credit card payments) and for each online payment type (e.g. tax payments, utility payments, etc.)

**CONVENIENCE-FEE OPTIONS  
(For each payment method & each payment type)**

- **No convenience-fee (if the municipality would decide to not charge any fee.)**
- **A fixed-fee specified dollar amount convenience-fee.**
- **A percentage amount of the online bill to be paid.**
- **A percentage amount (up to a maximum dollar amount) of the online bill to be paid.**
- **A combination of fixed-fee + percentage.**
- **Separate specified fees for ACH electronic-check and/or online credit card payments.**

---

<sup>1</sup> Cit-e-Net payment applications receiving a billing data exchange from a client application must receive the client data in the format specified by Cit-e-Net for acceptance by the Cit-e-Net application.

**ONLINE TAX PAYMENTS <sup>2</sup>**

The Internet-based Cit-e-Net *Online Tax Payments* application would work in conjunction with the municipality tax billing system for the online display, payment and payment posting of tax bills. The tax bills would be updated in the Cit-e-Net application daily to reflect the current business-day tax bill.

The municipality would collect online property tax payments directly from the taxpayer using ACH electronic-check and online credit card payments.

ACH payments would be transmitted electronically by the municipality to its designated bank every business day for processing and deposit in the municipal account.

For online credit card payments, the Cit-e-Net application would electronically transfer the tax bill payment information to the credit card merchant services processor for immediate payment processing. Online credit card verification, authorization and payment indication would be performed immediately by the credit card processor, and the payment indication would be transmitted back to the Cit-e-Net application for use in automated posting of the credit card payments to the municipal tax system. This method provides the municipality with the capability for credit card payment tracking and payment posting automation. Taxpayer credit card account information is not saved in the Cit-e-Net application or payment files.

Late-payments can be collected online using the Cit-e-Net application, including applicable current business-day interest penalties which would be calculated by the municipal tax billing system. Online late-payment collections would be tax audit compliant for the synchronization of dates for penalty interest calculations, payment collections and the availability of payments for deposit by the municipality.

Automated posting of the online payments to the municipal tax application is accomplished via a Cit-e-Net payments file for upload and processing in batch mode by the tax application.

**PRICING <sup>3</sup>**

<b>CIT-e-NET APPLICATIONS</b>	<b>Annual Application Subscription Fee</b>	<b>One-Time-Charge Setup Service Fee</b>
Business Office Core Module (P) – Property Tax Payments	\$1,000	\$1,500 <sup>4</sup>
Payment Process (P) – ACH Payment Process	\$250	
Payment Process (P) – Online Credit Card <i>Optional</i>	\$250	Included Special-Offer <sup>5</sup> .

<sup>2</sup> The Cit-e-Net Online Tax Payment application must receive client billing data in the file and format specified by Cit-e-Net for acceptance by the Cit-e-Net application; otherwise, online billing and payment data exchange with the client application will not be possible.

<sup>3</sup> This quotation will be valid for ninety (90) days from the quotation date.

<sup>4</sup> Cit-e-Net services to setup the Cit-e-Net Online Tax Payment application for use in conjunction with the municipality's tax billing application and web site, and using ACH electronic-check payments in conjunction with the municipality's designated bank. The billing data and extract file from the municipality's billing application must be received in the file format specified by Cit-e-Net for acceptance by the Cit-e-Net application. A user-training session is included as part of the setup services, to be conducted in a single-session on-site at the client facility. Modifications to the Cit-e-Net applications are not included in the setup services quotation and would be separately quoted services in addition to the quoted setup services. The billing data and file from the municipality tax billing application must be received in the file format specified by Cit-e-Net for acceptance by the Cit-e-Net application.

<sup>5</sup> The municipality must have a merchant account established with a credit card merchant services processor selected by the municipality. The primary online credit card setup will be in conjunction with the municipality's designated credit card merchant services processor, using the Authorize.net processing gateway; otherwise, different setup pricing may apply. Modifications to the Cit-e-Net applications are not included in the setup services and would be separately quoted services.

**ONLINE UTILITY PAYMENTS <sup>6</sup>**

The Cit-e-Net *Online Utility Payments* application enables the municipality to collect online utility bill payments, and will work in conjunction with the municipal utility system. The application works in the same method as the *Online Tax Payments* application but for utility payments rather than property tax payments.

Automated posting of the online payments to the municipal utility application is accomplished via a Cit-e-Net payments file for upload and processing in batch mode by the utility system.

**PRICING <sup>7</sup>**

<b>CIT-e-NET APPLICATIONS</b>	<b>Annual Application Subscription Fee</b>	<b>One-Time-Charge Setup-Service Fee</b>
Business Office Core Module (S) – Utility Payments <sup>8</sup>	\$500	\$750 <sup>9</sup>
Payment Process (S) – ACH Payment Process	\$250	Included Special-Offer
Payment Process (S) – Online Credit Card <i>Optional</i>	\$250	Included Special-Offer <sup>10</sup>

<sup>6</sup> The Cit-e-Net Online Utility Payment application must receive client billing data in the file and format specified by Cit-e-Net for acceptance by the Cit-e-Net application; otherwise, billing and payment data exchange with the client application will not be possible.

<sup>7</sup> This quotation will be valid for ninety (90) days from the quotation date. The special-offer pricing is for the application to be setup and implemented in conjunction with the Cit-e-Net Online Tax Payment application; otherwise, different subscription and setup pricing would apply.

<sup>8</sup> This is for an implementation for water/sewer utility bill types having the same billing cycles and combined on a single bill for consolidated payment to the same bank account for deposit; otherwise, a separate Cit-e-Net Utility Payment module may be required for other utility bills that have different billing cycles and payment deposits in different bank accounts. The billing data and extract file from the municipality's billing application must be received in the file format specified by Cit-e-Net for acceptance by the Cit-e-Net application.

<sup>9</sup> Setup of the Cit-e-Net Online Utility Payment application using ACH electronic-check payments in conjunction with the municipality's utility application. The ACH electronic-check setup must be with the same bank used for the Cit-e-Net Online Tax Payment application; otherwise, different setup pricing would apply. A user-training session is included as part of the setup services, to be conducted in a single-session on-site at the client facility. Modifications to the Cit-e-Net applications are not included in the setup services quotation and would be separately quoted services.

<sup>10</sup> This secondary online credit card setup will be with the same credit card processor and gateway used for the Cit-e-Net Online Tax Payment application; otherwise, different setup pricing would apply. Modifications to the Cit-e-Net applications are not included in the setup services and would be separately quoted services.

**For Reference**

---

**(OPTIONAL) - ONLINE GENERAL-PAYMENTS**

The Cit-e-Net *General-Payments* application provides the capability for the online collection of various types of miscellaneous payments that the municipality might collect (e.g. non-tax / non-utility type payments such as permits, fees, registrations.)

The application enables municipal departments and their staff to create individual online general-payment types to suit the specific department need.

The municipality has the flexibility to specify the payment method that it would offer (ACH electronic-check, credit card, or both payment methods) for each individual payment type it would create.

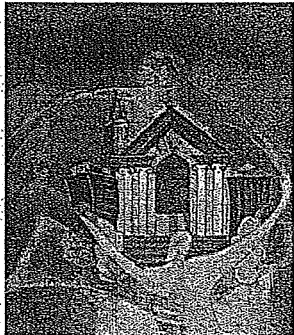
Online payments are displayed by payment type within a secured-access area of the Cit-e-Net application for authorized municipal staff to view and process.

The standard implementation of the Cit-e-Net *General-Payments* application does not have an automated data-exchange with other applications within the municipality and a manual posting process would be used by municipal staff to post online payment receipts to the appropriate municipal financial system. Custom modifications to the Cit-e-Net application could be available if desired, to provide a customized and more automated implementation to facilitate data-exchange with other applications (e.g. import billing data and/or export a payment posting file.)

**SPECIAL-OFFER PRICING <sup>11</sup>**

<b>CIT-e-NET APPLICATIONS</b>	<b>Annual Application Subscription Fee</b>	<b>One-Time Charge Setup Service Fee</b>
Business Office Core Module (S2) – General-Payments ( <i>Standard Version</i> )	No-Fee Special-Offer	\$250
Payment Process (S2) – ACH Electronic-Check – <i>Optional</i>	No-Fee Special-Offer	No-Fee Special-Offer
Payment Process (S2) – Online Credit Card – <i>Optional</i>	No-Fee Special-Offer	No-Fee Special-Offer

<sup>11</sup> This special-offer quotation will be valid for ninety (90) days from the quotation date. The no-fee special-offer pricing is for the Cit-e-Net Online *General-Payments* application (Standard Version) to be implemented in conjunction with both the Cit-e-Net Online *Tax Payment* and Online *Utility Payment* applications; otherwise, different subscription and setup pricing would apply. The ACH setup and credit card setup must be with the same bank and the same credit card processor and gateway used for the Cit-e-Net Online *Tax Payment* and Online *Utility Payment* applications; otherwise, different pricing would apply. *Custom Version* implementations of the Cit-e-Net Online *General-Payments* application would have different pricing. Modifications to the Cit-e-Net applications are not included in this setup services quotation and would be separately quoted services.



## ONLINE TAX BILL PAYMENTS

By

### ACH ELECTRONIC-CHECK

&

### CREDIT CARD

*Can your municipality collect online tax payments directly from taxpayers?  
Can you accept online credit card payments and collect your own optional convenience-fees?*

The *CIT-e-NET Online Tax Payment* application enables municipalities to collect property and school taxes directly from the taxpayer via the Internet and the municipal web site. There is no 3<sup>rd</sup>-party payment collection and no Cit-e-Net transaction fees for online payment transactions. Our Internet-based application is designed to work with the municipal web site to provide benefits for all parties involved in the tax payment process; the tax collectors/receiver, the municipality and the individual taxpayer.

### BENEFITS

#### FOR THE TAX DEPARTMENT & MUNICIPALITY

- A more efficient tax collection process.
  - Automate, consolidate, process and post a whole day of tax payments submitted online with just a few clicks of the mouse, and eliminate the workload to manually process each individual payment by mail or at the tax office window.
  - Enable taxpayers to view their tax bill online without requiring the tax department to look up the bill.
- Lowest total-cost online payment solution for the overall municipality and taxpayers.
- Increase municipal cash flow for tax receipts.
  - Transmit ACH checks electronically to the bank for processing and deposit.
  - Reduce late receipts and avoid late check deposits, misplaced or lost physical checks.
  - Immediately deposit online credit card payments.

#### FOR THE TAXPAYER

- **Online tax bill inquiry** to enable taxpayers to view their tax bill online, rather than having to wait for tax office hours to call or visit to inquire about their tax bill.
- **Assurance the municipality will immediately receive the correct tax payment, at the time you send it.** Eliminate the risk of tax payment receipts being delayed or lost in the mail.
- **Receive an online payment receipt immediately upon submitting the payment.**
- **Convenience - Extended tax office collections** after the tax office and post office hours are closed.

### THE PROCESS

Taxpayers can display their tax bill online via the municipal web site. Taxpayers don't have the capability to change any of the tax or payment information and can pay online only the full tax amount(s) due. The application can offer paperless ACH electronic-check (and an optional credit card) payment methods if desired by the municipality. The municipality collects the online payment directly from the taxpayer. Cit-e-Net *does not* act as a 3rd-party collector of payments and there is no transaction fee or surcharge to the taxpayer from Cit-e-Net. This reduces the total cost of online tax payments to the overall municipality and its taxpayers.

### ONLINE PAYMENT METHODS

The municipality can offer multiple payment methods if it desires, to provide flexibility for taxpayers to make an online tax payment using an ACH electronic-check or credit card based on the individual taxpayer payment preference. The Cit-e-Net application provides the capability for the municipality to specify and collect optional convenience-fees for ACH and/or credit card payments if the municipality would desire to do so. Optional convenience-fee payments (if any) are collected by the municipality directly from the taxpayer along with the tax payment; convenience fees are not collected by Cit-e-Net or a 3<sup>rd</sup>-party.

### TAX RECORD SECURITY

Municipal tax files are secure and protected from access by taxpayers. Data-exchange between the Cit-e-Net application and municipal tax system is accomplished in a manner that prevents both Cit-e-Net and web site users from accessing the municipal tax system. Also, Cit-e-Net does not sell the municipal tax records like 3<sup>rd</sup>-party payment collectors sometimes do.

### MUNICIPAL CONTROL & FLEXIBILITY

The municipality can directly manage and control when it wants the online payment application to be available to taxpayers. Taxes can be collected online throughout the year if the municipality would desire; including late-payment collections and online during a tax sale period if the municipality would desire, because the Cit-e-Net application enables the municipality to exclude prior-year tax delinquencies from being paid online during a tax sale period.

An optional convenience-fee feature provides the municipality with the capability to optionally recover the cost of online payment collections (or the municipality can select not to implement any convenience-fees if it desires.) The convenience-fee feature provides the capability for the municipality to optionally add a convenience-fee to either (or both) the ACH and credit card online payments. The optional convenience-fee (if implemented) would display as a separate line item on both the online bill and the online payment receipt. The municipality would collect the convenience-fee directly from the payer along with the tax payment.

The municipality also determines when to record online payments to their tax system, which can be done in an automated manner.

### ONLINE LATE-PAYMENT COLLECTIONS

The Cit-e-Net application provides the township with the capability to collect late payments online, including applicable late-penalties as calculated by the municipal tax system to the business-day of collection. Online late-payment collections will be compliant with tax collection audit guidelines for late-payments because the municipality receives the payment directly and immediately from the taxpayer, so the penalty interest date, the payment date, the receipt of payment date by the municipality are all the same business-day date. There isn't the risk as when using a 3<sup>rd</sup>-party collector that the interest date, collection date and availability of funds date for deposit by the municipality won't match because payment collections from a 3<sup>rd</sup>-party collector can be delayed by days.

### INTEGRATED WITH YOUR WEB SITE

The *Cit-e-Net Tax Bill Summary & Online Payment* application can interface with your municipal web site. Enable your tax department to have an interactive and dynamic Internet-based service capability without requiring a web master or advanced programming knowledge by the municipal staff.

### CONTACT CIT-e-NET

Contact Cit-e-Net at [info@cit-e.net](mailto:info@cit-e.net) for information and arrange for your municipality to see a demonstration of the Cit-e-Net solution. Learn how Cit-e-Net can help your municipality and tax department achieve its E-government goals today.



## **ONLINE UTILITY PAYMENTS VIA YOUR WEB SITE FOR MUNICIPAL WATER / SEWER / ELECTRIC BILLS**

**(ACH Electronic-Check & Credit Card Payment Options)**

Can your municipality collect online utility payments directly from the utility payer without 3<sup>rd</sup>-party transaction fees?

Cit-e-Net's application enables municipalities to collect online municipal utility payments directly from the utility payer via the Internet and the municipal web site. There is no 3rd-party collection of payments and no Cit-e-Net transaction fee or surcharge paid by neither the municipality nor the individual utility payer. Cit-e-Net's Internet-based application is designed to work with the municipal web site and utility billing application to provide benefits for all parties involved in the payment process; the utility department, the municipality and the individual utility payer.

### **BENEFITS FOR THE MUNICIPALITY & UTILITY DEPARTMENT**

- o Self-funding capability for the municipality:
  - Function to optionally enable municipality to charge & collect its own convenience-fee.
- o Increase municipal services productivity & reduce municipal workload:
  - Automate the process to consolidate, process and post municipal utility payments submitted online directly to the municipality, and avoid manually processing each payment individually.
  - Reduce queries by enabling utility payers to view their utility bill and payment status online.
- o Increase municipal cash flow:
  - Faster receipt processing using ACH electronic checks rather than paper checks.
  - Flexibility to implement online credit card payments as an option.
  - Avoid mislaying checks or late check deposits to the bank.

### **BENEFITS FOR THE UTILITY PAYER**

- o Easy & quick online payment process wherever Internet access is available.
- o Quickly query and view the utility bill and payment status online.
- o Payment directly to the municipality.
- o Avoid late payments & fees due to a lost utility bill or closed municipal office or post office.



### THE PROCESS

Utility payers can access their online municipal utility bills via the municipal web site by entering their identifying bill information. Payers do not have the capability to change the utility billing or payment information. The municipality has the option to allow online payment of either the full amount due, or a partial-payment, or some pre-payment amount. Online late-payments (including current penalties calculated by the municipal utility system) are also possible.

The Cit-e-Net online payment applications utilize paperless ACH electronic-check and optional credit card payment methods. There is no Cit-e-Net transaction fee or surcharge to the municipality or utility payer. Cit-e-Net *is not* a 3<sup>rd</sup>-party payment collector and *does not* collect or process the payments during the transaction process. The payment transactions are between the utility payer and the municipality using the municipality's designated bank and credit card processor.

### UTILITY & PAYMENT RECORDS SECURITY

Municipal utility applications are secure from outside access. The Cit-e-Net application interfaces with the municipality's utility system via a billing extract file and a payment-posting batch input file, which acts as a security mechanism to prevent both Cit-e-Net and web users from directly accessing the actual municipal utility system.

Payments are performed using secured 128-bit SSL encryption secured by Thawte™.



### MUNICIPAL CONTROL & FLEXIBILITY

An **optional convenience-fee** feature provides the municipality with a self-funding capability to optionally recover the associated cost of online payment collections if desired, for (either or both) online ACH electronic-check or credit card payments. The optional convenience-fee would display as a separate line item on both the online bill and the online payment submission, and would be separately identified in the payment files for audit purposes. The municipality would collect the convenience-fee directly from the payer along with the utility online payment, or the municipality can select to not implement convenience-fees; it's the choice of the municipality.

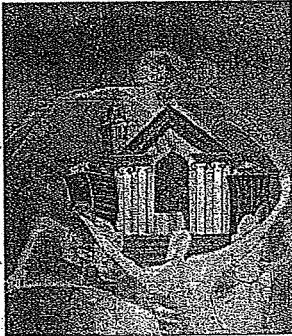
The Cit-e-Net application also provides a late payment collection capability that can allow the online collection of late-payments for past-due bills (including penalties calculated in the municipal utility system.)

### INTEGRATED WITH YOUR WEB SITE

Enhance your municipal Internet-based services capability by seamlessly interfacing the Cit-e-Net *Online Utility Payment* application with your municipal web site. Enable your utility department to have an interactive and dynamic web-based municipal utility payment collection capability without requiring either a web master or advanced programming knowledge.

### CONTACT US

For information about how Cit-e-Net can help your municipality achieve its municipal E-Government goals, contact us at [info@cit-e.net](mailto:info@cit-e.net) or visit the Cit-e-Net web site [www.cit-e.net](http://www.cit-e.net).



## ONLINE PAYMENTS VIA YOUR WEB SITE (ACH ELECTRONIC-CHECK & CREDIT CARD)

**Can your municipal web site accept payments for Registrations, Permits, Fees or other miscellaneous items that the municipality would want to collect online?**

The Cit-e-Net *Online General-Payments* application provides an Internet-based capability for your municipality to easily and quickly web-enable the online collection of payments for permits, registrations, donations, pledges or other non-tax non-utility payment types that a municipality might collect. Any department that collects payments can easily have an Internet-based online collection capability using ACH electronic-check or online credit card collection methods. The Cit-e-Net application enables client staff to create online payment types for their individual needs without requiring a web master or web programming knowledge by your staff. A customized version of the Cit-e-Net application can be available to provide a data import/export capability with other applications within your organization.

### THE PAYMENT PROCESS

The municipality specifies the specific payment method it will accept for each payment type (ACH electronic-check, credit cards, or both payment methods.) ACH electronic-checks are submitted directly to the municipality's designated bank for processing and deposit. Credit card payments are processed immediately online with the municipality's designated credit card processor.

Payments are collected online by the municipality directly and immediately from the individual payers. Cit-e-Net *is not* a 3<sup>rd</sup>-party collector of payments, so there is no Cit-e-Net transaction fee or surcharge for the online payments transactions, and there is no delay in receipt of payment by the municipality.

### CLIENT CONTROL & FLEXIBILITY

The municipality controls the types of payments that it would collect online. Each department can

- Easily and quickly create new online payment types for its specific needs,
- Specify the payment methods (ACH, credit card) to be accepted for each type of payment,
- Activate or deactivate online payment collections with a click of the mouse (for individual online payment types or for the entire online payment application),
- View and process online payment receipts by department, type of payment, and payment method (ACH or credit card.)

### INTERFACED WITH YOUR WEB SITE

The Cit-e-Net *Online General-Payments* application is designed to work with your web site and reflect your web site design.

**BENEFITS****Benefits for the Municipality**

- The municipality can directly control its online payment application.
- Enable any department to have the capability to collect payments via the Internet and the municipal web site.
- Provide an interactive and dynamic Internet-based service capability without requiring a web master or advanced programming knowledge by any of your staff.
- Help reduce department staff workload using a customized version of the application.
- Consolidate and process payments online instead of individually in person or by mail.
- Quickly and easily add, delete, activate or deactivate your various payment types on the web site whenever you need.
- Increase municipal cash flow with around-the-clock payment collections every day.
- Enhance your service relationship with constituents and vendors.

**Benefits for constituents & vendors**

- A more efficient payment process than mailing payments or paying in person.
- Make payments directly to the municipality when you're ready, anytime, every day; even when municipal offices are closed.
- Receive an online payment receipt immediately.

Contact us at [info@cit-e.net](mailto:info@cit-e.net) to arrange a demonstration of our solutions and learn how Cit-e-Net can help your municipality achieve its Internet and E-Business goals today.

11/11 0A



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy  
Chief of Police

(845) 564-1100

July 18, 2014

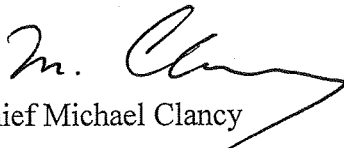
To: Town Board

From: Chief Michael Clancy

Subject: Authorization to Use T-90 Account

The Police Department has received several invoices for veterinary expenses for both K-9 Varo and K-9 Yezzie, I am requesting authorization to utilize funds in the T-90 account to pay for those bills totaling the amount of \$1,373.91.

Respectfully Submitted,

  
Chief Michael Clancy

VOUCHER

DEPARTMENT POLICE K-9

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

TERMS June 2014 Vouchers

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
<u>T-90</u>		
TOTAL	<u>1373 91</u>	
Abstract No.		

Vendor's Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
6-30-14	Inv# 147623	Jezevel (Yezzie)		31.97
6-27-14	Inv# 147074	Jezevel (Yezzie)		185.00
6-26-14	Inv# 146904	Jezevel (Yezzie)		27.65
7-1-14	Inv# 147777	Jezevel (Yezzie)		28.80
	Inv# 145289	Yezzie		757.12
	Inv# 145290	vano		343.57
(See Instructions on Reverse Side)			TOTAL	<u>1,373.91</u>

CLAIMANT'S CERTIFICATION

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

7-12-14  
DATE

Jean Tobin  
SIGNATURE

Accts Manager  
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE

MUNICIPAL BOARD



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

Town Of Newburgh Police Department (# 18988)  
 300 Gardnertown Road  
 Newburgh, NY 12550

**Jun 30, 2014**  
**Invoice Number**  
**147623**

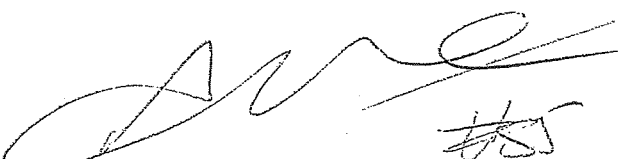
Home Phone: (845) 564-1100  
 Work Phone: ( ) - ext:

<b>Jezevec ( Yezzie )C (# L)</b> Species: Canine Sex: Female Age: 1 year and 2 months old Breed: Belgian Malinois Coat Color: Brown/Black Rabies Tag Number:	Bordetella Vaccine Booster: 06/17/2015 Heartworm Test: 06/17/2015 Lyme Test: 06/17/2015 Lyme Vaccine Booster: 06/17/2015 Early Detection Bloodwork: 06/27/2015 Fecal Sample: 06/27/2015
--	--

Date	Description	Qty	Price
06/30/2014	Amoxicillin 500 mg capsules	28.00 Capsule	\$ 35.52
		10% Discount:	\$ (3.55)

Dr. David P. Stillman

**Total for Jezevec ( Yezzie )C: \$ 31.97**  
**Total Products: \$ 31.97**  
**Total Invoice: \$ 31.97**  
**Previous Balance: \$**  
**Total Amount Due: \$**  
**New Balance Due: \$**



Current Account Status					
Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 31.97	\$	\$	\$ 0.00	\$ 0.00	\$

RX Numb	Code Description	Expire Date	Refills Left
Jezevec ( Yezzie )C (# L)			
96956	RX1390 Amoxicillin 500 mg capsules	06/30/2015	1
	Give 1 capsule twice a day.		



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

Town Of Newburgh Police Department (# 18988)  
 300 Gardnertown Road  
 Newburgh, NY 12550

**Jun 27, 2014**  
**Invoice Number**  
**147074**

Home Phone: (845) 564-1100  
 Work Phone: ( ) - ext:

**Jezevec ( Yezzie )C (# L)**  
 Species: Canine  
 Sex: Female  
 Age: 1 year and 2 months old  
 Breed: Belgian Malinois  
 Coat Color: Brown/Black  
 Rabies Tag Number:

Bordetella Vaccine Booster: 06/17/2015  
 Heartworm Test: 06/17/2015  
 Lyme Test: 06/17/2015  
 Lyme Vaccine Booster: 06/17/2015  
 Early Detection Bloodwork: 06/27/2015  
 Fecal Sample: 06/27/2015

Date	Description	Qty	Price
06/27/2014	Early Detection - > 6yrs w/ fecal SA750	1	\$ 190.00
		10% Discount:	\$ (5.00)

Total for Jezevec ( Yezzie )C: \$ 185.00

Dr. David P. Stillman

Total Products: \$ 185.00  
 Total Invoice: \$ 185.00  
 Previous Balance: \$ 2,206.41  
 Total Amount Due: \$ 2,391.41  
 New Balance Due: \$ 2,391.41

**Current Account Status**

Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 185.00	\$ 1,679.33	\$ 712.08	\$ 0.00	\$ 0.00	\$ 2,391.41

Patient Name	Date	Start Time	Appt. With
Jezevec ( Yezzie )C (# L)	07/01/2014	09:00 AM	David P. Stillman DVM
Varo (# H)	07/02/2014	08:00 AM	David P. Stillman DVM
	07/02/2014	08:00 AM	Laser Therapy
	07/02/2014	08:00 AM	Rehabilitation / Therapy



CARING FOR OUR COMMUNITY'S PETS

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

Town Of Newburgh Police Department (# 18988)  
300 Gardnertown Road  
Newburgh, NY 12550

Jun 26, 2014

Invoice Number  
146904

Home Phone: (845) 564-1100  
Work Phone: ( ) - ext:

Jezevec ( Yezzie )C (# L)  
Species: Canine  
Sex: Female  
Age: 1 year and 2 months old  
Breed: Belgian Malinois  
Coat Color: Brown/Black  
Rabies Tag Number:

Bordetella Vaccine Booster: 06/17/2015  
Heartworm Test: 06/17/2015  
Lyme Test: 06/17/2015  
Lyme Vaccine Booster: 06/17/2015

Date	Description	Qty	Price
06/26/2014	Anal Sac Expression	1.00	\$ 30.50
			10% Discount: \$ (3.05)
<b>Total for Jezevec ( Yezzie )C:</b>			<b>\$ 27.45</b>
<b>Total Products:</b>			<b>\$ 27.45</b>
<b>Total Invoice:</b>			<b>\$ 27.45</b>
<b>Previous Balance:</b>			<b>\$ 2,178.96</b>
<b>Total Amount Due:</b>			<b>\$ 2,206.41</b>
<b>New Balance Due:</b>			<b>\$ 2,206.41</b>

Dr. Tracey L. Longo

**Current Account Status**

Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 27.45	\$ 1,494.33	\$ 712.08	\$ 0.00	\$ 0.00	\$ 2,206.41

Patient Name	Date	Start Time	Appt. With
Jezevec ( Yezzie )C (# L)	07/01/2014	09:00 AM	David P. Stillman DVM
Varo (# H)	07/02/2014	08:00 AM	David P. Stillman DVM
	07/02/2014	08:00 AM	Laser Therapy
	07/02/2014	08:00 AM	Rehabilitation / Therapy



# Flannery Animal Hospital

CARING FOR OUR COMMUNITY'S PETS

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

**Town Of Newburgh Police Department (# 18988)**  
300 Gardnertown Road  
Newburgh, NY 12550

Jul 01, 2014

---

Invoice Number

147777

Home Phone: (845) 564-1100  
Work Phone: ( ) - ext:

**Jezevec ( Yezzie )C (# L)**

Species: Canine  
Sex: Female  
Age: 1 year and 3 months old  
Breed: Belgian Malinois  
Coat Color: Brown/Black  
Rabies Tag Number:

Bordetella Vaccine Booster: 06/17/2015  
Heartworm Test: 06/17/2015  
Lyme Test: 06/17/2015  
Early Detection Bloodwork: 06/27/2015  
Fecal Sample: 06/27/2015  
Lyme Vaccine Booster: 07/01/2015

Date	Description	Qty		Price
07/01/2014	Lyme Disease Annual Vaccine Booster	1.00	\$	32.00
			10% Discount: \$	(3.20)
<b>Total for Jezevec ( Yezzie )C:</b>				<b>\$ 28.80</b>
<b>Total Products:</b>				<b>\$ 28.80</b>
<b>Total Invoice:</b>				<b>\$ 28.80</b>
<b>Previous Balance:</b>				<b>\$ 2,423.38</b>
<b>Total Amount Due:</b>				<b>\$ 2,452.18</b>
<b>New Balance Due:</b>				<b>\$ 2,452.18</b>

Dr. David P. Stillman

### Current Account Status

Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 28.80	\$ 1,439.65	\$ 1,012.53	\$ 0.00	\$ 0.00	\$ 2,452.18

Patient Name	Date	Start Time	Appt. With
Varo (# H)	07/02/2014	08:00 AM	David P. Stillman DVM
	07/02/2014	08:00 AM	Laser Therapy
	07/02/2014	08:00 AM	Rehabilitation / Therapy



789 Little Britain Rd  
 New Windsor, NY 12553  
 845-665-7387

Town Of Newburgh Police Department (# 18988)  
 300 Gardnertown Road  
 Newburgh, NY 12550

**Jun 17, 2014**  
**Invoice Number**  
**145290**

Home Phone: (845) 564-1100  
 Work Phone: ( ) - ext:

**Varo (# H)**

Species: Canine  
 Sex: Male  
 Age: 3 years and 2 months old  
 Breed: German Shepherd  
 Coat Color: Sable  
 Rabies Tag Number: 2655

Fecal Sample: 09/20/2013  
 Annual Physical Exam: 09/12/2014  
 Distemper Combo Booster: 09/12/2014  
 Influenza annual: 09/12/2014  
 Hcartworm Test: 02/11/2015  
 Lyme Test: 02/11/2015

Date	Description	Qty	Price
06/17/2014	Dasuquin w/ msm LG 150ct **K9 UNITS**	1.00 Bottle	\$ 71.25
		10% Discount:	\$ (7.13)
	Revolution K9 40.1-85# 12m Promo-B132	1.00	\$ 0.00
	◆*Revolution K9 Promo 40.1-85# Buy9 get 3	1.00	\$ (47.50)
		10% Discount:	\$ 4.75
	◆*Revolution K9 40.1-85# 12M promo	1.00	\$ 190.00
		10% Discount:	\$ (19.00)
	◆*Scalibor - PROMO (Revolution)	2.00	\$ 0.00
	Vectra 3D K9 58-95# 6m	2.00 Pack	\$ 168.00
		10% Discount:	\$ (16.80)

**Total for Varo: \$ 343.57**

Dr. David P. Stillman

**Total Products: \$ 343.57**

**Total Invoice: \$ 343.57**

**Previous Balance: \$**

**Total Amount Due: \$ 343.57**

**New Balance Due: \$ 2,118.00**

RX Numb	Code Description	Expire Date	Refills Left
Varo (# H)			
95486	RX0267 Dasuquin w/ msm LG 150ct **K9 UNITS**	06/17/2015	0
	Use as directed on label.		
95468	HP7849B Revolution K9 40.1-85# 12m Promo-B132	06/17/2015	0
	Apply topically once monthly to prevent heartworms		

Town Of Newburgh Police Department (# 18988)

Varo (# H) - Continued

RX Numb	Code Description	Expire Date	Refills Left
	fleas and other parasites.		
95469	HP711 *Revolution K9 Promo 40.1-85# Buy9 get 3 use as directed		0
95470	HP7849 *Revolution K9 40.1-85# 12M promo Apply topically once monthly to prevent heartworms ,fleas and other parasites.	06/17/2015	0
95471	RX93 *Scalibor - PROMO (Revolution) Properly adjust collar to fit pets neck for 6 months of flea and tick prevention	06/17/2015	0
95473	FT218 Vectra 3D K9 56-85# 6m Apply contents of one tube evenly to three spots along the dog's back once a month to prevent fleas ticks	06/17/2015	0

Patient Name	Date	Start Time	Appt. With
Jezevec ( Yezzele )C (# L)	07/01/2014	09:00 AM	David P. Stillman DVM



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

Town Of Newburgh Police Department (# 18988)  
 300 Gardnertown Road  
 Newburgh, NY 12550

**Jun 17, 2014**  
**Invoice Number**  
**145289**

Home Phone: (845) 564-1100  
 Work Phone: ( ) - ext:

<p><i>Yezzie )C (# L)</i>  <i>Jeze</i> Species: Canine          Sex: Female          Age: 1 year and 2 months old          Breed: Belgian Malinois          Coat Color: Brown/Black          Rabies Tag Number:</p>	<p>Bordetella Vaccine Booster: 06/17/2015          Heartworm Test: 06/17/2015          Lyme Test: 06/17/2015          Lyme Vaccine Booster: 06/17/2015</p>
---	--

Date	Description	Qty	Price
06/17/2014	Dasuquin w/ msm LG 150ct **K9 UNITS**	1.00 Bottle	\$ 71.25
		10% Discount:	\$ (7.13)
	Vectra 3D K9 56-95# 6m	2.00 Pack	\$ 168.00
		10% Discount:	\$ (16.80)
	Revolution K9 40.1-85# 12m Promo-B132	1.00	\$ 0.00
	◆ *Revolution K9 Promo 40.1-85# Buy9 get 3	1.00	\$ (47.50)
		10% Discount:	\$ 4.75
	◆ *Revolution K9 40.1-85# 12M promo	1.00	\$ 190.00
		10% Discount:	\$ (19.00)
	◆ *Scalibor - PROMO (Revolution)	2.00	\$ 0.00
	Sedation I-B66	1.00	\$ 0.00
	◆ Sedation I - 61 - 90 lbs	1.00	\$ 67.00
		10% Discount:	\$ (6.70)
	◆ ~dex-domitor	0.23	\$ 0.00
	◆ ~Morphine per ml.	0.90	\$ 0.00
	Radiograph - Digital Study Pelvis	1.00	\$ 233.00
			\$ (23.30)
	Radiograph Fee	1.00	\$ 0.00
	Radiograph Technology Fee	1.00	\$ 0.00
	Heartworm/Lymes/Anaplasmosis/Tick Serolo	1.00	\$ 84.50
		10% Discount:	\$ (8.45)
	Bordetella Annual Vaccine Booster	1.00	\$ 28.00
		10% Discount:	\$ (2.80)
	Lyme Disease Annual Vaccine Booster	1.00	\$ 32.00
		10% Discount:	\$ (3.20)
	Medical Waste Disposal	1.00	\$ 15.00
		10% Discount:	\$ (1.50)

Town Of Newburgh Police Department (# 18988)

Jecevec ( Yezzie )C (# L) - Continued

Date	Description	Qty	Price
		Total for Jecevec ( Yezzie )C:	\$ 757.12
		Total Products:	\$ 757.12
		Total Invoice:	\$ 757.12
		Previous Balance:	\$
		Total Amount Due:	\$
		New Balance Due:	\$

Dr. David P. Stillman

Current Account Status					
Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 757.12	\$	\$	\$ 0.00	\$ 0.00	\$

RX Num	Code	Description	Expire Date	Refills Left
Jecevec ( Yezzie )C (# L)				
95460	RX0267	Dasuquin w/ msm LG 150ct **K9 UNITS** Use as directed on label.	06/17/2015	0
95461	FT218	Vectra 3D K9 56-95# 6m Apply contents of one tube evenly to three spots along the dog's back once a month to prevent fleas ticks	06/17/2015	0
95462	HP7849B	Revolution K9 40.1-85# 12m Promo-B132 Apply topically once monthly to prevent heartworms ,fleas and other parasites.	06/17/2015	0
95463	HP711	*Revolution K9 Promo 40.1-85# Buy9 get 3 use as directed		0
95464	HP7849	*Revolution K9 40.1-85# 12M promo Apply topically once monthly to prevent heartworms ,fleas and other parasites.	06/17/2015	0
95465	RX93	*Scalibor - PROMO (Revolution) Properly adjust collar to fit pets neck for 6 months of flea and tick prevention	06/17/2015	0

## Add On for July 23<sup>rd</sup> Agenda Court

Frances Bockemuhl will be retiring as of July 31, 2014 as Court Clerk

Hon. Jude Martini is requesting permission to start the process to fill the position of Court Clerk.

FRANCES BOCKEMUHL  
44 OLD SOUTH PLANK RD  
NEWBURGH, NY 12550  
845-564-6888

July 16, 2014

Honorable Jude T. Martini  
Town Justice  
Town of Newburgh Justice Court  
311 Route 32  
Newburgh, NY 12550

Dear Judge Martini:

This letter is my written notice that I will be retired as of Thursday, July 31, 2014. My last day on the payroll will be Wednesday, July 30, 2014.

I would like to take this time to express my gratitude to you for having given me the opportunity to work with you and your staff. The knowledge and experience that I have gained while under your supervision has proven to be a great asset, and for that, I thank you.

I wish you all the best in any future endeavors, and I know that you will continue to gain the respect and admiration of those who are fortunate enough to work with you.

Sincerely,

A handwritten signature in cursive script that reads "Frances Bockemuhl". The signature is written in black ink and is positioned above the printed name.

Frances Bockemuhl

cc: Members of the Town of Newburgh Board ✓  
Charlene Black, Personnel  
Anna Molnar, Payroll