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TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: August 4, 2016
RE: H \ GARDNERTOWN ROAD CULVERT REPLACEMENT

Based on the survey work and initial hydrological design for the culvert opening, two issues have been identified which are impacting the ability to proceed with the project.

These issues are identified and discussed in detail below:

1. The Highway Boundary (R.O.W.) line on the north side is located essentially on top of the existing headwall of the current culvert. The design of the new headwall and wingwalls intrudes onto the adjacent private property necessitating the acquisition of a permanent easement (and quite possible a temporary construction easement).

Given the federal funding for this project, a rigorous procedure must be followed for R.O.W. acquisition and an additional task must be added to the project.

The project engineer did look at shifting the culvert further south to avoid the intrusion onto private property. This approach created two undesirable consequences. The first was that the horizontal alignment of the road now had an undesirable kink in it. The second effect was to require the installation of expensive "soldier pile wall" to support the edge of the road. The cost of the soldier wall could offset the savings of eliminating the R.O.W. acquisition.

TO: Gil Piaquadio, Town Supervisor & Town Board
RE: H \ GARDNERTOWN ROAD CULVERT REPLACEMENT

August 4, 2016
Page 2

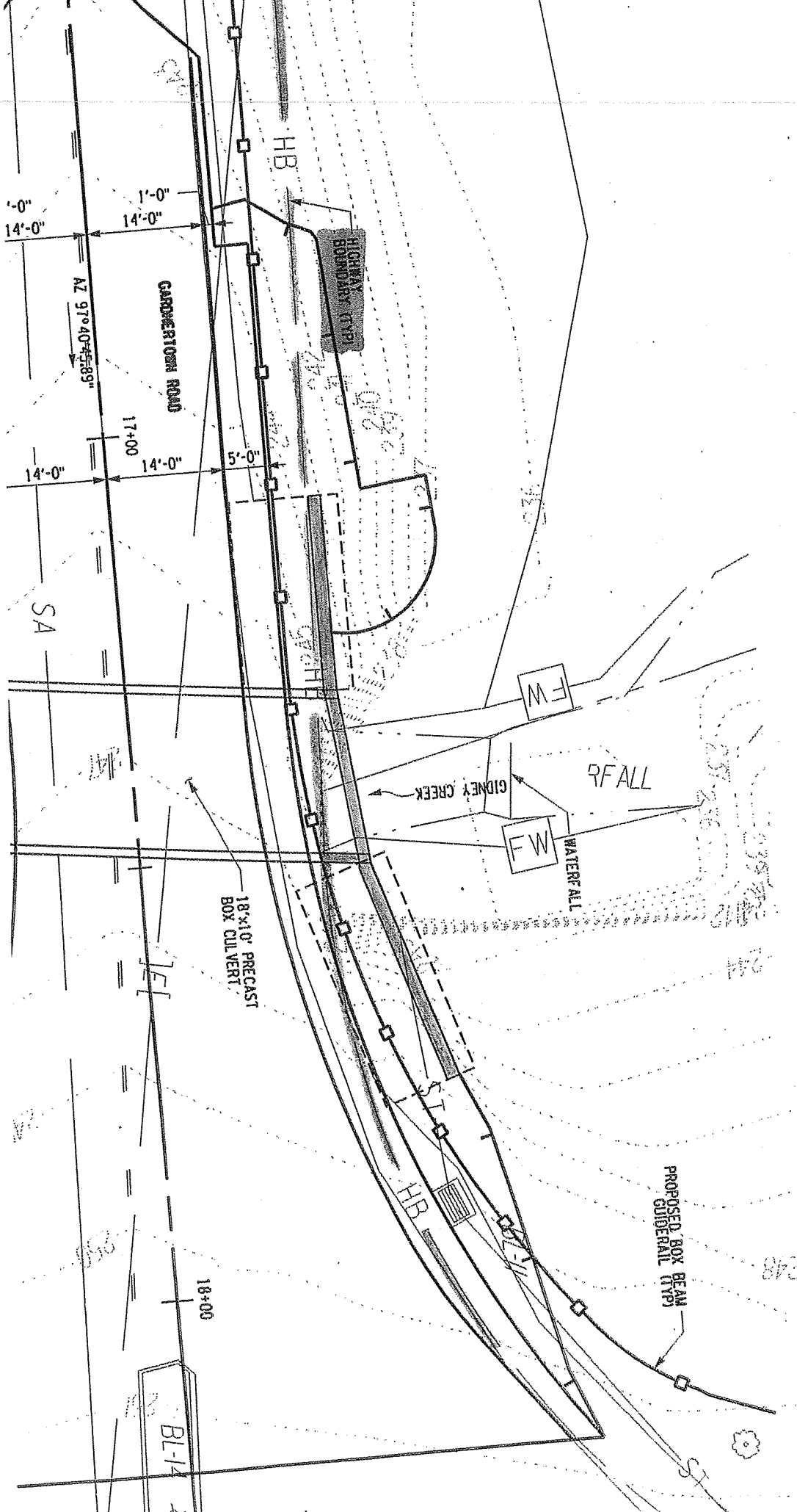
2. The hydraulic opening to meet ACOE design requirements is 24 feet versus the calculated full bank width of 18 feet changing the design from a culvert to a bridge and increasing the cost by \$200,000+. Variances to the design criteria can be given for physical or environmental reasons, but cost considerations are likely not enough to warrant the smaller structure.

I plan on having the project engineer attend the next work session to discuss these issues with the Board.

JWO/id

Attachment

cc:



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GARDNERSTON ROAD

HB

HIGHWAY BOUNDARY (TYP)

GIDNEY CREEK

RFALL

WATERFALL

18'x10' PRECAST BOX CULVERT

PROPOSED BOX BEAM GUTTERAIL (TYP)

18+00

BL-12

SA

FW

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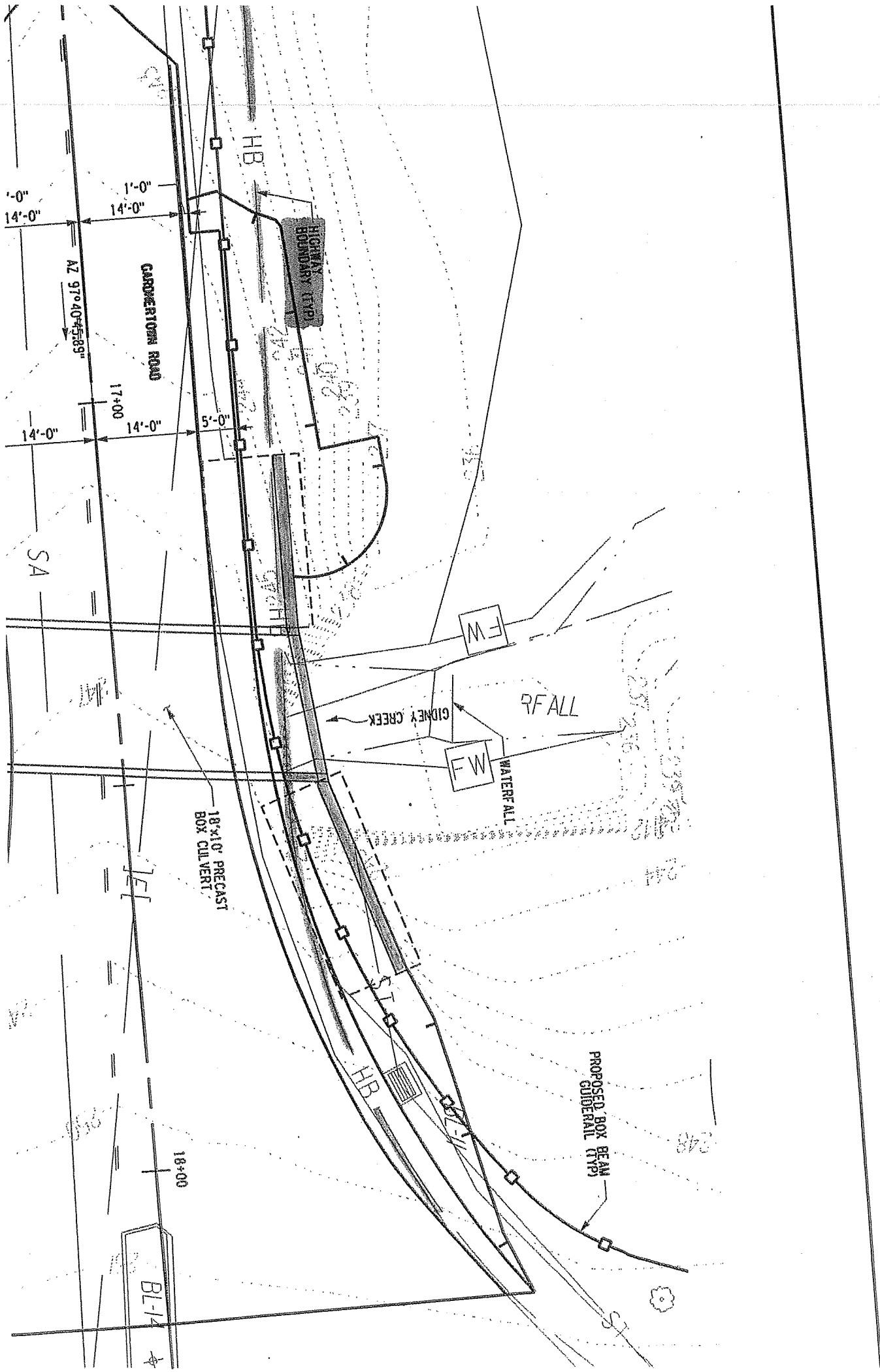
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AZ 97°40'±±5'89"

CARRERTOWN ROAD

HB

HIGHWAY BOUNDARY (TYP)

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14'-0"

17+00

18x10 PRECAST BOX CULVERT

GIDNEY CREEK

FW

FW

WATERFALL

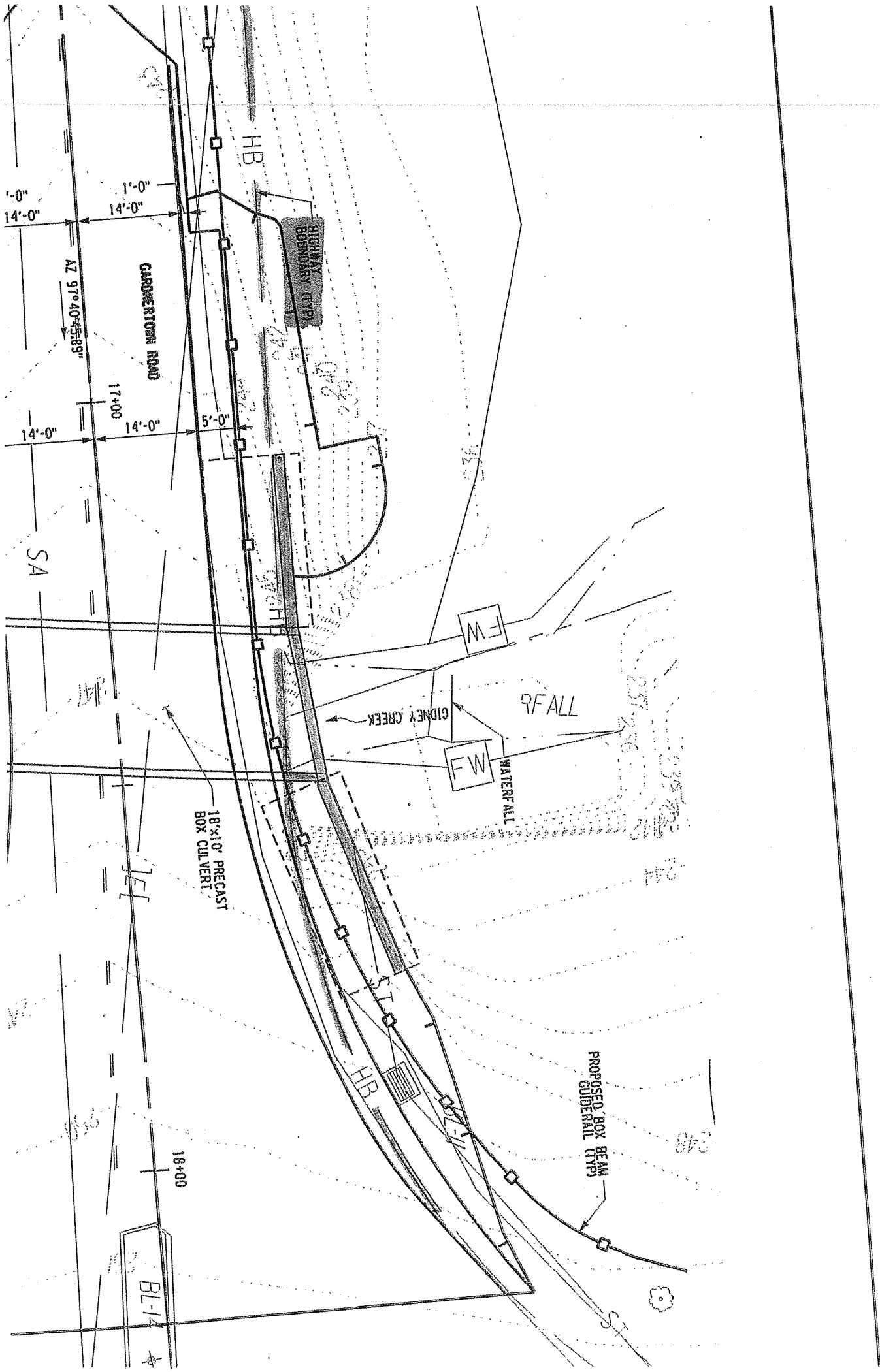
RFALL

HB

PROPOSED BOX BEAM GUIDERAIL (TYP)

18+00

BL-14



1'-0"
14'-0"

14'-0"
AZ 91°40'±5.83"

17+00
14'-0"

SA

18'x10' PRECAST
BOX CULVERT

18+00

BL-14

HB

HIGHWAY
BOUNDARY (TYP)

FW

GIDNEY CREEK

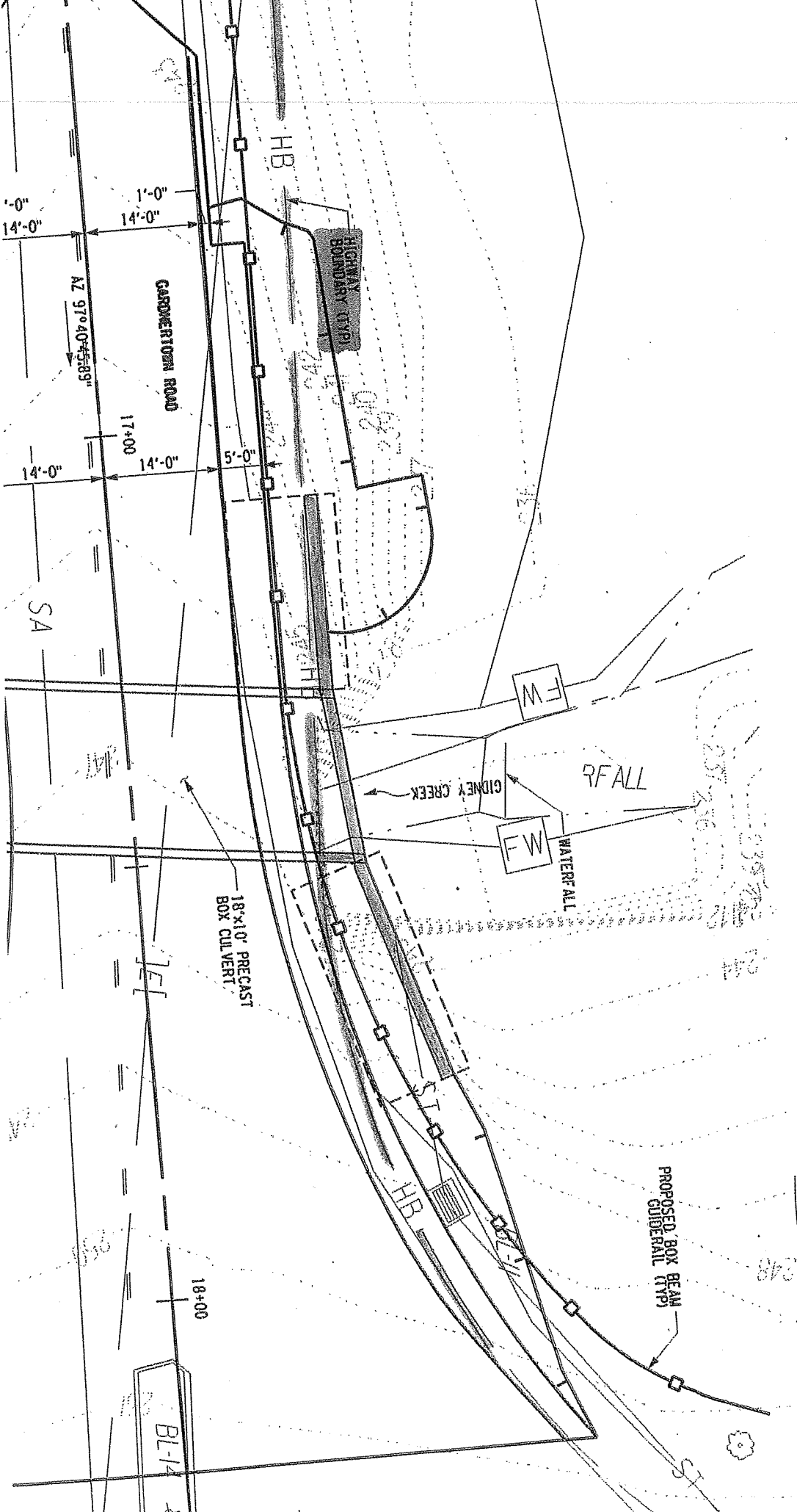
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WATERFALL

RFALL

HB

PROPOSED BOX BEAM
GUIDERAIL (TYP)



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AZ 91°40'45.89"

CARDON TOWN ROAD

17'-00"

14'-0"

14'-0"

18x10' PRECAST
BOX CULVERT

18+00

BL-12

HB

HIGHWAY BOUNDARY (17P)

FW

GIDNEY CREEK

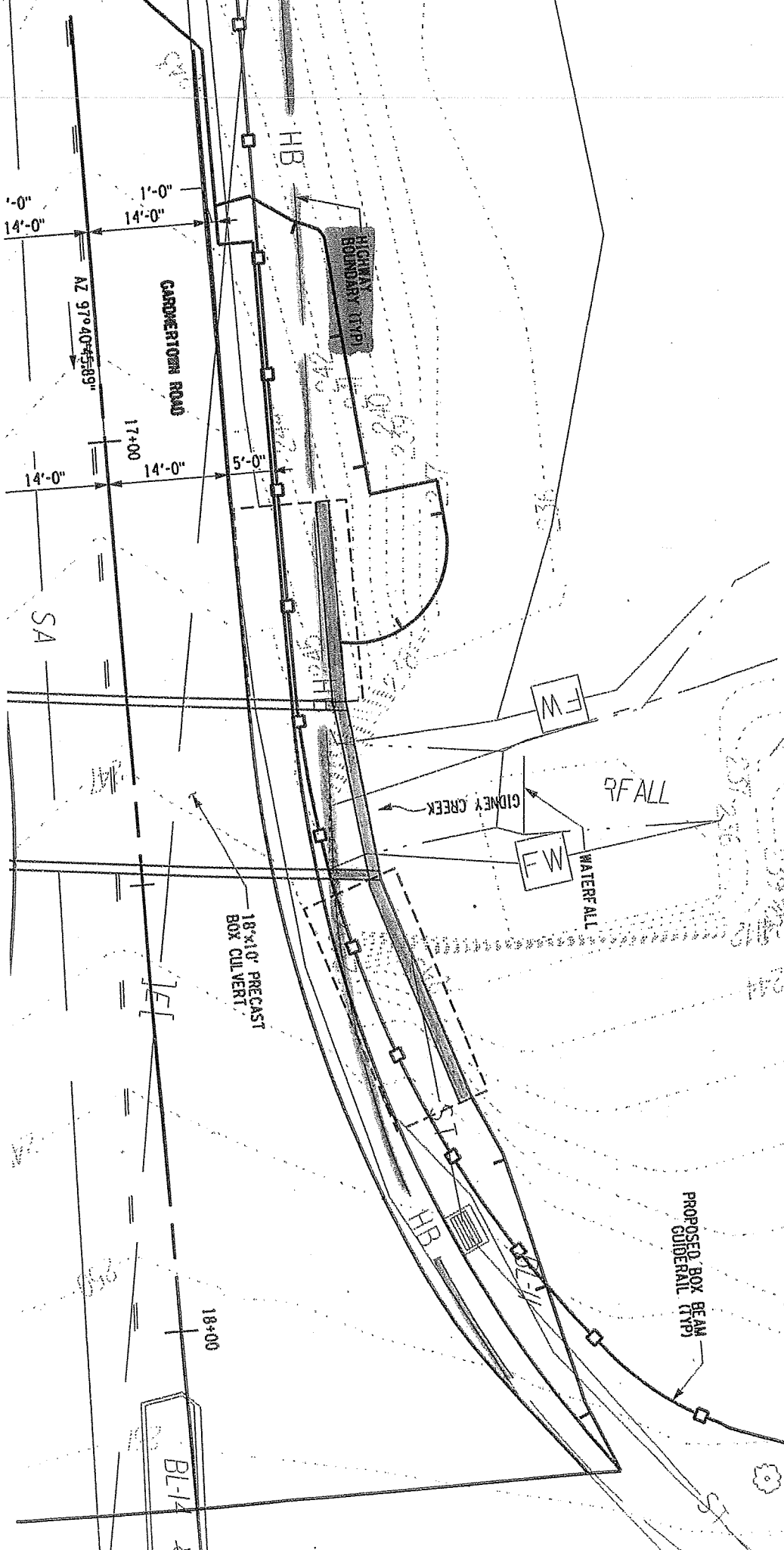
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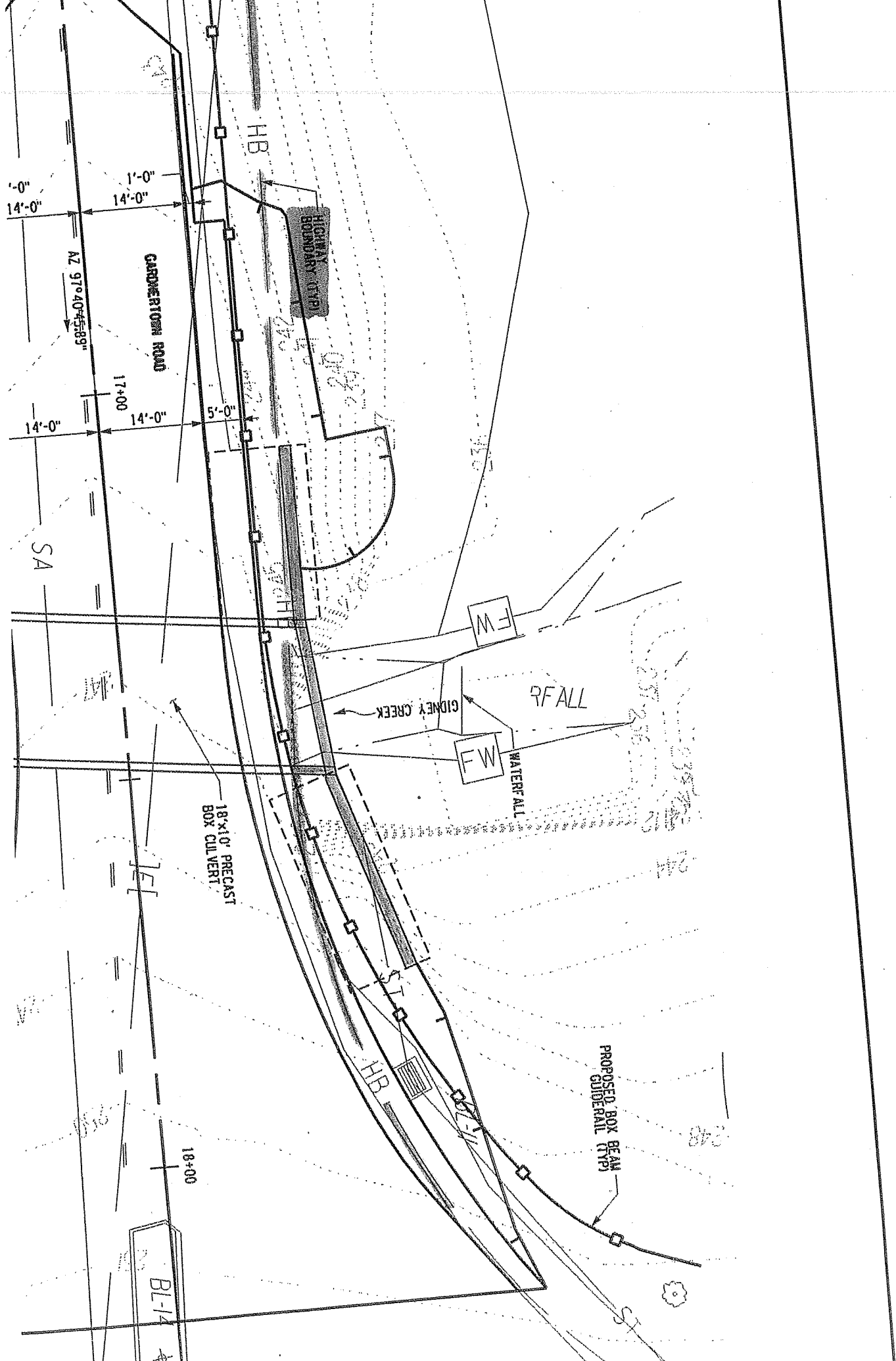
FW

WATERFALL

HB

PROPOSED BOX BEAM
GULDBRILL (17P)





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AZ 91°40'45.89"

GARWERTOWN ROAD

HB

HIGHWAY BOUNDARY (V.P.)

17+00

14'-0"

18x10' PRECAST BOX CULVERT

GIDNEY CREEK

FW

RFALL

FW

WATERFALL

HB

PROPOSED BOX BEAM GUIDERAIL (TYP)

18+00

BL-14



Overview

- DEP is working to achieve a 5% reduction in consumption by 2019 as part of its Water for the Future Program and long term sustainability goals. DEP also wants to assist its wholesale customers with water conservation and demand management. We are offering the largest volume users technical assistance, and possible implementation funds. The program consists of two phases:

Phase 1: Customer develops a water demand management plan with the assistance of a water demand management consultant, Water DM. **Timeframe: 2015**

Phase 2: Application of earmarked funds for implementation of demand management measures identified in the demand management plan developed in Phase 1. **Timeframe: 2015-2017**

Proposed Goal

- An overall 5% reduction in consumption by FY 2019 from the FY 2013 baseline in addition to 1.5% projected annual passive decline
- Longer term goals will be discussed with each customer during the planning process. Measures proposed for implementation should provide sustained and additional reductions over time.

Program Details

- The Water Board hired the consulting firm Water DM which is currently available to work with the 10 largest upstate customers in developing demand management plans.
- Water DM's costs shall be borne by The Water Board.
- For a 5% reduction in consumption, this would total approximately \$3.01 of funds per mgd conserved, which is comparable to in-City demand management costs, seeking as many revenue neutral measures as possible.

Next Steps

- Sign onto an assistance agreement with the Water Board
- Meet with DEP and Water DM staff to start developing your plan
- Begin negotiations on an intergovernmental agreement for implementation funds

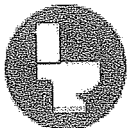


Plan Outline

- 1) Introduction
- 2) Acceptance Letter
 - a) Can be used to promote buy-in by municipal officials, press releases
- 3) Water System Profile and Characterization
 - a) Overall usages
 - b) Customer class breakdown
 - c) Metering details
- 4) Water Conservation Goal
- 5) Evaluation and Proposal of Water Conservation Measures
 - a) Cost/Benefit analysis
- 6) Implementation Plan
 - a) Schedule and budget details to be incorporated into intergovernmental agreement
- 7) Conclusion
 - a) Summary of baseline use and proposed reduction(s)

System Facts

- Over the past decade (2001-2013), In-City demand has dropped 17%, while in the same time frame upstate demand dropped 12%.
- NYC Non-Revenue water is 17%, of this 8% is attributed to real losses.
- Upstate wholesale customers account for approximately 10% of the System's demand
- The top ten customers comprise approximately 86% of DEP's upstate demand
- NYC demand management efforts focus on five core strategies:
 - ✓ Municipal Water Efficiency Program
 - ✓ Residential Water Efficiency Program
 - ✓ Non-Residential Water Efficiency Program
 - ✓ Water Distribution System Optimization
 - ✓ Water Supply Shortage Management



TOWN OF NEWBURGH

MEMORANDUM

24
8

TO: Gil Piaquadio, Supervisor & Town Board

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

DATE: May 12, 2014

RE: Chadwick Lake Filter Plant and Reservoir Study

As requested, here is a summary of the objectives of the Chadwick Lake Filter Plant and Reservoir Study.

Analysis of Short Term and Long Term Treatment Needs for the Chadwick Lake Filter Plant

The Chadwick Lake Filter Plant (CLFP) is capable of producing high quality water at low flows, generally between 1 and 1.5 million gallons per day (MGD). However, when higher flows are processed by the treatment plant, the existing filters start to exhibit increasing head loss requiring more frequent backwashing and a degradation of the filter effluent water quality. In addition, unlike a treatment plant with conventional filters, there is no system redundancy in any of the unit processes (flash mix, flocculators, sedimentation basins and especially filters). If any one component of the filter plant were to fail, the treatment capacity is reduced accordingly.

An analysis of the treatment plant performance is required for both the short term – i.e. the scheduled **loss of the Delaware Aqueduct water supply for 8 months in 2021 or 2022**, and the long term. There is significant overlap in the analysis of short term and long term treatment objectives but the recommendations for each will diverge given the timing for each. Specifically, the analysis of the short term objectives will concentrate on identifying critical system components of the treatment process and immediate improvements to meet the requirement to provide 2MGD or more to the system when the Delaware Aqueduct is off line. Because of the timing of the shut down, short terms objectives do not need to consider the impact of algae blooms which occur during the summer months but this will be a major consideration for any long term treatment scheme for the CLFP.

The long term analysis of the treatment capacity of the CLFP needs to consider the changing raw water quality of the CLR, tighter water quality objectives for existing parameters and the impact of new contaminants that will require treatment. (Note: a second significant blue-green algae bloom has occurred in the past weeks). The analysis needs to identify how continued use of the CLFP can satisfy

the New York City Department of Environmental Protection's requirement to maintain a back-up supply for use during aqueduct shutdowns. The new Water Supply Agreement with NYCDEP requires that this analysis be submitted to them and the Town's water production capacity be certified by a Professional Engineer.

In light of the above, the water treatment analysis – both short term and long term, are driven by the operational considerations of NYCDEP's water supply. The Town cannot simply rely on the Delaware Aqueduct water supply 100 percent of the time.

Analysis of Water Quality Issues of the Chadwick Lake Reservoir

Given that the underlying raw water quality of the Chadwick Lake Reservoir (CLR) drives the required treatment plant performance and especially given that recent algae blooms have required discontinuance of the use of the CLFP, an analysis of the expected raw water quality for the CLR supply must be undertaken. The analysis will identify the long term trends of the raw water quality, identify potential stressors of lake water quality and may or may not identify in reservoir treatment that could improve the raw water quality of the reservoir. The first objective (long term WQ trends) is integral to the evaluation of water treatment processes.

Based on the above, I recommend that the Town Board make its selection of an engineering firm to complete this work and a meeting with NYCDEP be scheduled asap to discuss the timing, implementation and financing of the above study.

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board

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

DATE: August 11, 2016

RE: W \ COLDEN PARK WATER MAIN IMPROVEMENTS

The plans for the above project have received OCDOH approval. Therefore, I am requesting Town Board approval for the following bid schedule:

Advertise for Bids	September 7, 2016 (MHT) September 9, 2016 (Sentinel)
Open Bids	September 28, 2016 (2:00 pm)
Award Contract	October 3, 2016
Execute Contract & Pre-Construction Mtg.	October 13, 2016

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: J. Platt, DPW Comm.
J. Guido, Water Sewer Supt.
T. DePew, Hwy. Supt.
R. Clum, Accountant



10
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

August 3, 2016

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Andrew Zarutskie, Town Clerk

FROM: Robert J. Petrillo, Commissioner

RE: 2016 Seasonal Ground Maintenance for Additional Properties

The Recreation Department is requesting the Board's approval to exercise their option to select Lynn Warren Landscaping to continue the grounds maintenance for the Part B Water District Additional Properties and Part C General Fund Additional Properties.

Lynn Warren Landscaping has been contacted by the Recreation Department and has agreed to honor their 2016 quotes of \$440 per week for Part B and \$300 for Part C.

Attached for your review are the 2014 bid details.

Thank you,

Robert J. Petrillo
Commissioner

BID OPENING ----Seasonal Grounds Maintenance Services (Chadwick Lake Park and additional Town Owned Sites)

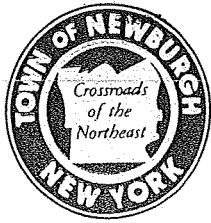
Thursday, March 27, 2014 10:00 a.m.

Andrew J. Zarutskie, Town Clerk

Brenda J. Milkovich, Deputy Town Clerk

Robert Petrillo, Commissioner of Parks and Recreation

NAME OF COMPANY (LIST BELOW)	CHADWICK LAKE PARK 2014 WEEKLY PRICE	CHADWICK LAKE PARK 2015 WEEKLY PRICE	CHADWICK LAKE PARK 2016 WEEKLY PRICE	WATER DISTRICT ADDITIONAL PROPERTIES 2014 WEEKLY PRICE	WATER DISTRICT ADDITIONAL PROPERTIES 2015 WEEKLY PRICE	WATER DISTRICT ADDITIONAL PROPERTIES 2016 WEEKLY PRICE	GENERAL FUND ADDITIONAL PROPERTIES 2014 WEEKLY PRICE	GENERAL FUND ADDITIONAL PROPERTIES 2015 WEEKLY PRICE	GENERAL FUND ADDITIONAL PROPERTIES 2016 WEEKLY PRICE
Franks Lawn Service 169 Pressler Road Walkill NY 12589	\$315	bid	bid	\$700	\$750	\$800	\$400	\$450	\$500
L. Warren Landscaping 18 N. Fosterown Dr. Newburgh NY 12550	\$300	\$300	\$310	\$440	\$440	\$440	\$300	\$300	\$300
Hudson Hills Contracting 1667 Route 300, ste 107 Newburgh NY 12550	\$258	\$285	\$305	\$930	\$980	\$1,020	\$395	\$420	\$445
Landscape Concepts 253 Route 100 Somers NY 10589	\$300	\$300	\$300	\$810	\$810	\$810	\$400	\$400	\$400
R. Brewer Landscaping 1789 Route 300 Newburgh NY 12550	\$260	\$260	\$260	\$545	\$545	\$545	\$385	\$385	\$385
Pat Scanlan Landscaping 14 Plains Drive New City NY 10956	\$965	\$965	\$965	\$685	\$685	\$685	\$515	\$515	4525



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

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12

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461


E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor and
Members of the Town Board

From: Ronald E. Clum, Town Accountant

Date: August 1, 2016

Re: Consulting Agreement for Affordable Care Act (ACA)



As you know our current contract with Corporate Plans, Inc. (CPI) expired on July 15, 2016. This company was hired to process and file our 1095-C's with the Internal Revenue Service along with consulting and training.

Upon reviewing the 1095-C's before filing with the Internal Revenue Service it was discovered that the company had produced incorrect 1095's for a number of our employees. We identified and informed the company of their errors but it was a very labor intensive process. The company is very difficult to deal with and also did not provide us with any such consulting or review of our contracts which they documented in our agreement with them.

They have sent a new contract which I have reviewed and in my opinion is very limited in what they are responsible for (ex: they are not taking any responsibility for errors they do in the future even if they are at fault) and are not going to be responsible for ANY fines and/or penalties from the Internal Revenue Service.

I have contacted a number of vendors and have either gotten no reply or replies that they couldn't provide quotes without accessing our payroll, insurance, and human resource records. Those companies are as follow:

- Haylor, Freyer, & Coon, Inc.
- Benefit Options, Employee Benefit Specialists (Part of CIGNA)

One company responded named, HB Solutions, LLC, which I believe would meet the town's needs. Their quote is based upon a per employee fee and an initial assessment fee. Assuming we have roughly 250 employees I have calculated the agreement to be approximately \$16,650.00 the first year and would decrease by the assessment fee to \$9,150.00. This fee of \$9,150 is slightly over the \$9,000 we paid CPI and hopefully this company will be more responsive to our needs.

At this time I am asking for the Boards approval to hire HB Solutions, LLC to provide consulting and compliance services as it relates to the Affordable Care Act Compliance (ACAC).

I have included to this memo their proposal as well as some information they had sent along with the proposal about their company.

May 4, 2016

Service Proposal

Dear Ron;

Thank you for this opportunity to introduce our solution for Affordable Care Act Compliance.

The nature of a complete compliance service involves a full knowledge of your benefit offerings and employment data, this entails gathering information for all of your health benefit offerings, costs, employee records and other necessary data to examine and provide our analysis of where you compare with the IRS standards. *Our services are complex because the ACA is complex.* Our clients understand that to meet the rigorous ACA standards, they must start by partnering with an organization that provides the tools, understanding and expertise for ongoing compliance.

Our services are more robust than what is offered through other services because we invest the time to learn about the employer offerings and complete the IRS forms for the employer. We provide monthly compliance reports to be used in the event of an audit or penalty notification and to help you avoid penalty situations in the first place.

Now, let us explain what we can do for you. This quote is based on the understanding that the Town of Newburgh, NY has approximately 250 employees in the U.S. and that this figure is inclusive of both full-time and part-time employees, and that the Town of Newburgh is self-insured.

Our Step 1 Services: Choice of either Initial Assessment or Onboarding

The Initial Assessment entails a complete evaluation of the client's workforce, health plans, collective bargaining agreements, and employment policies, which includes up to 12 prior months of data collection and analysis (collection of look-back data). If the client believes that they do not need the comprehensive written report and best practices recommendations that are included in the full Initial Assessment, HB Solutions offers a more simplified Onboarding service. As set forth in the attached HB Solutions ACA price list, a one-time set-up fee is charged for these services, dependent of the number of employees.

Our Step 2 Services: Choice of ACA STAR or Tracking & Reporting

Step two of our solution provides monthly tracking and reporting on employees, including notifications, as appropriate, to help ensure ACA compliance. HB Solutions offers two options in the ongoing services category, ACA STAR and Tracking & Reporting, both of which include generating the required annual Section 6055/6056 information reports. The fees for HB Solutions' ongoing services are calculated on a per employee per month basis.

The cost for these services is broken down by service option and is based on the estimated employee count provided:

Step 1 Services

Initial Assessment [Data set up, validation, analysis & written compliance report; described fully in attached materials]

\$30 per employee x 250 = \$7,500 (one-time set up fee) *

Or

Onboarding [Data set up and validation; described fully in the attached materials]

\$13.75 per employee x 250 = \$3,437.50 (one-time set up fee)

Step 2 Services

ACA STAR [Premium on-going monthly service]

\$4.75 per employee x 250 = \$1187.50 (per month fee)

In addition, there is a \$200.00 monthly fee as a self-insured client

Or

Tracking & Reporting

\$2.25 per employee x 250 = \$562.50 (per month fee) ^{6,750-} *

In addition, there is a \$200.00 monthly fee as a self-insured client ₂₄₀₀₋

The HB Solutions ACA Team looks forward to the opportunity to work with you. Please let us know if you have any questions or if you would like to set up a conference call to discuss this proposal.

Respectfully,

HB Solutions LLC ACA Team

7500-	}	1st year
6750-		
2400-		
<u>\$16,650-</u>		

The above outlined proposal is valid for 30 days from the date of the document

HB | SOLUTIONS LLC

AFFORDABLE CARE ACT COMPLIANCE



Affordable Care Act requirements mean new risks and responsibilities. HB Solutions ACA Consulting and Services help employers manage risk and ease their compliance burdens. Our expert consultants bring decades of labor law experience, and a thorough understanding of the Affordable Care Act to your unique situation. Annual filings are just one aspect of your obligations that's why we offer a suite of services - everything you need to manage your ACA compliance.

Getting Started

Our service begins with a thorough validation of your data, a critical step in ensuring good results. You can choose one of two options: Initial Assessment or Onboarding.

Initial Assessment: A one-time assessment of your policies for Affordable Care Act compliance. Our Consultants will undertake a thorough review of all your relevant policies and provide you with a detailed report along with specific recommendations that could benefit you. Once completed, you will be ready to begin a monthly reporting and compliance program.

- Review current benefits, policies, plans and costs
- Review timekeeping and payroll policies and costs
- Review contracts and collective bargaining agreements
- Project how the ACA may affect plan design or contribution changes
- Develop reports identifying vulnerabilities and recommendations, including an analysis of potential penalties and associated costs

Onboarding: Our Onboarding process features an evaluation similar to Initial Assessment but does not include a written compliance report or best practice recommendations. Once completed, you will be ready to begin a monthly reporting and compliance program.

Why HB Solutions?

- » Experts
 - » Comprehensive service/in-depth analysis
 - » Teams led by experts in aca
 - » Data validation
- » Technology
 - » Data merging and mapping
 - » Proprietary technology
- » Confidence
 - » Full service irs forms preparation and filing
 - » Monthly reports and ongoing support
 - » Compliance oversight
 - » Focus on penalty avoidance/audit records
 - » Analysis and insights of savings opportunities

Monthly Reports and Analysis

The monthly reports and analysis will provide you with the information you need to avoid employer penalties, as well complete your annual filing obligations.

You can choose one of our two options - ACA STARSM or Tracking and Reporting:

ACA STARSM: Manage your ACA obligations with the hands-on assistance of one of our expert consultants.

Support Your Compliance

- ACA compliance training for HR personnel
- Monthly updates based on up-to-date workforce data
- Updates on ACA regulatory and legislative changes as they occur
- On-call guidance and troubleshooting advice

Track Employee Eligibility

- Review existing records systems for the efficient exchange of workforce data
- Aggregate employee hours of service for each month and during specified measurement periods
- Track employee health premium contributions on a monthly basis
- Convert tracked workforce information into analytical reports and implementation plans for ensuring ACA compliance

Tracking and Reporting:

- Review current records systems for data exchange capabilities with the HB Solutions proprietary data analysis tool
- Review current employee population and structure, including employee counts and locations
- Review full-time, variable and seasonal employee classifications to assist you with proper tracking under the ACA employer mandate
- Analyze service providers, independent contractors and others paid through accounts payable
- Determine how hours will be calculated for non-hourly employees
- Analyze your collected data to identify compliance issues
- Identify affordability safe harbors on an employee-by-employee basis
- Generate required annual Section 6055 employer information reports for your employees
- Generate required annual Section 6056 employer information reports for the IRS



Analyze and Assess Data

- Determine full-time employee eligibility under the ACA, based upon selected measurement periods for various types of employees (e.g., seasonal, variable, and ongoing)
- Make recommendations on the most advantageous measurement period for your workforce
- Assess employee health premium contributions to ensure ACA affordability requirements are met based on optimizing safe harbor rules
- Provide ongoing assessment of employee population hours and health plans for continued compliance

Annual Reporting

- Generate required annual Section 6055 employer information reports for your employees
- Generate required annual Section 6056 employer information reports for the IRS

Why you need a complete ACA Compliance program

- » Filing 1095-C and 1094-C isn't enough
- » Navigating collective bargaining agreements
- » Self-Insured plans
- » Multiple Employer IDs
- » Complicated Insurance Enrollment Groups
- » Ever-evolving IRS rules and guidance
- » Potentially huge penalties

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HB|SOLUTIONS
**AFFORDABLE CARE
 ACT COMPLIANCE**

HB Solutions offers two levels of service help employers meet the requirements of Affordable Care Act compliance: ACA STARSM and Tracking & Reporting.

Both services offer an extensive reports library to help employers manage their ACA obligations. Both services also include year-end IRS 6055 and 6056 reporting.

The ACA STAR service features:

- Unlimited, ongoing, consultative guidance from one of our expert ACA Consultants
- Strategic Compliance and Workforce Management insights on data received from our client
- Detailed consultative guidance and responses to regulator inquiries that may develop

Reports Comparison

Report	ACA STAR SM	Tracking & Reporting
Affordability Report	√	√
Compensation Without Service Hours Report	√	√
Coverage By Position Report	√	
Data Related Notices	√	√
Eligibility Report	√	√
Employee Type Report	√	
Health Plans By Health Insurance Enrollment Group Report	√	
Ineligible ACA Full Time Report	√	√
Insurance Waived By Employee Report	√	
Insured Under 120 Hours Report	√	
New Hire Report	√	√
New Hires Offered Coverage Report	√	√
Offer of Coverage Percentage Report	√	√
Position Change Report	√	
Stipend Report	√	√

Town of Newburgh Town Board

Policies on the Construction of New Sidewalks

Adopted by the Town Board on _____, 2016

Section 161-35 of the Town of Newburgh Municipal Code, in reference to proposed Town roads, provides:

"Sidewalks are to be included on roads when required or approved by the Town Board. When included, sidewalks shall conveniently link dwellings to all possible generators of pedestrian traffic both within and outside of the subdivision."

It is the purpose of these policies to comprehensively address the installation of sidewalks in connection with proposed development and redevelopment on all types of roads and highways in the Town of Newburgh, including but not limited to State and County highways and private roads, as well as existing and proposed Town roads. By doing so, the Town Board seeks to have development applications processed more efficiently, to avoid unnecessary referrals and to minimize enforcement issues during the construction process.

For the purposes of these policies the term "sidewalk" is intended to mean "a smooth, paved, stable and slip-resistant, exterior pathway intended for pedestrian use along a vehicular way." "Walkways" are pedestrian facilities designed to facilitate pedestrian movement which are not adjacent to a roadway.

The Town Board adopts the following policies:

1. No approval shall be given for the private installation of a sidewalk on an existing or proposed road of the Town of Newburgh. This applies whether the road is dedicated or proposed to be dedicated to and owned by the Town or is a road by use.
2. The Town Board will only consider exceptions to this prohibition where extraordinary pedestrian safety issues present, such as where a new development is near a school, resident children will not be bused, the school district requests the sidewalk to be installed, and a walkway or other pedestrian accommodation is not feasible.
3. Sidewalks are permitted on private roads and private walkways are permitted as part of approved site plans, provided that, unless the walkway or sidewalk is entirely within the boundaries of a single parcel and outside of a right of way, it shall be subject to an acceptable, recorded maintenance agreement or declaration addressing future maintenance, snow and ice removal, repairs and replacements.
4. Sidewalks are permitted on State and County highways provided that the State or County, as the case may be, has approved the sidewalk's installation and a satisfactory private maintenance agreement or declaration is executed and recorded.

5. The reviewing Board shall require that Notes be added to plans referencing the provisions of Article IV of Chapter 160 of the Municipal Code with regard to the responsibilities of the owners of fronting and abutting properties to repair and maintain sidewalks, to remove snow and ice and to keep sidewalks free and clear of obstructions, and the liability of owners and occupants of non-residential and commercial properties and the owners of residential properties for omission, failure or neglect to do so. A copy of Article IV is attached hereto.
6. New sidewalks must be installed at the approved elevation and it must be practical for the sidewalk to be continued along the frontages of neighboring properties on the highway.
7. New sidewalks must comply with the standards contained in ADA guidelines for accessibility for buildings and facilities (ADAAG).
8. Steps on sidewalks between adjoining properties due to elevation differences shall not be allowed.
9. Proposed sidewalks shall be examined by the reviewing board's consultants to ensure they are feasible and meet the above criteria.

The Town of Newburgh Town Board expects full compliance with this policy in connection with all new development and redevelopment.

**“ARTICLE IV
SIDEWALK MAINTENANCE AND REPAIR**

§ 160-27. Legislative intent.

It is the intention of the Board to protect the health and safety of the community by requiring the owners and occupants of lands utilized for nonresidential or commercial purposes fronting or abutting on any public street, highway or roadway and the owners of lands used for residential purposes to maintain and repair sidewalks and curbing adjacent to their properties in a safe condition for the protection of pedestrians. In order to accomplish this goal, the Town Board is exercising its authority under §10(1)(ii)(a)(6) and (12) and §100(1)(ii)(d)(3) of the Municipal Home Rule Law, §130(15) of the Town Law and any other applicable provision of law now or hereinafter enacted, to supersede and/or expand upon the applicable provision of §130(4) of the Town Law, and any other applicable or successor law, in order to transfer liability for damage or injury to person or property as a result of the failure to repair and maintain sidewalks, and to remove snow, ice and obstructions or defects therefrom to the abutting owners and occupants of land.

§ 160-28. Definitions.

As used in this article, the following terms shall have the meanings indicated:

OCCUPANT – Any person who has lawfully entered upon and is in the possession of real property as a tenant, manager or person having charge of any building or lot of ground or any use thereof or who has an interest in the land which he possesses.

OWNER – Any person having legal interest in real property.

PEDESTRIAN – Any person making use of a sidewalk for foot passage.

PERSON – An individual, partnership, association, corporation, executor, administrator, trustee, guardian, receiver or other person having a legal interest in real property.

SIDEWALK – A walkway along the margin of a street or highway designed and prepared for the use of pedestrians, to the exclusion of motor vehicles.

§ 160-29. Repair, maintenance and removal of snow and ice.

The owner and occupant of a lot utilized for nonresidential or commercial purposes in any zoning district, the owner of any lot used for residential purposes and the owner of any common area of a condominium or clustered development shall maintain and repair the sidewalk adjoining his lands and shall keep such sidewalk free and clear of and from snow and ice. Such owner or occupant, and each of them, shall be liable for any injury or damage to person or property by reason of the omission, failure or neglect to repair or maintain such sidewalk in a safe condition or to remove snow or ice therefrom.

§ 160-30. Icing of sidewalk.

In case snow and ice on any sidewalk shall be frozen so hard that it cannot be removed without injury to the adjoining sidewalk, it shall be strewn and kept strewn by the owner and occupant responsible for snow and ice removal pursuant to §131-14 with sand, ashes sawdust or other suitable material so as to be no longer dangerous to life and limb. As soon as practical thereafter, the sidewalks shall be completely cleared of snow, ice and other material strewn thereon, as provided in this Article.

§ 160-31. Obstructions prohibited.

It shall be unlawful for the owner and occupant of any parcel of real property identified in §131-14 to permit any obstruction of any abutting or adjacent sidewalk, except as authorized by permit from the Superintendent of Highways, and such sidewalks shall be kept free and clear from dirt, rubbish, garbage and any vegetation, including but not limited to growth of hedges, trees or other plants, and any other obstruction. Such owner or occupant, and each of them, shall be liable for any injury or damage to person or property by reason of the omission, failure or neglect to remove obstructions and/or defects therefrom.

§ 160-32. Removal by Town authorized; costs a lien.

Upon failure of such owner or occupant to comply with the provisions of §131-14, 131-15 and/or §131-16 of this article, the Superintendent of Highways may cause such snow, ice, dirt or other materials and obstructions to be removed or covered with suitable material and shall, in such event, forthwith file a report of the cost of expenses thereof with the Town Clerk. Said cost and expense, as the same shall appear from said report, shall be a lien upon the premises abutting said sidewalk so reported to have been cleaned or covered as a foresaid until paid, as provided in §160-36.

§ 160-33. Town Board may require repairs.

The Town Board may, from time to time, by order, require the repair of sidewalks along streets, roads, highways and parkways in the Town and, with the consent of the County Superintendent of Highways or the State Commissioner of Transportation, as the case may be, abutting on a county or state highway, at the expense of the abutting owners or otherwise, upon such notice and pursuant to the authority of the requirements of §130, Subdivision 4, and §200-a of the Town Law of the State of New York.

§ 160-34. Notice of order to repair.

- A. Whenever the Town Board adopts an order directing the abutting owners of the respective lots or parcels of land in front of which it is desired that sidewalks be relaid or repaired in accordance with this article, the Town Board shall specify the place, manner and time within which the repair shall be completed, which time shall not be less than 30 days from the adoption of the Town Board's order.

- B. The Town Clerk shall publish a notice of the Town Board's orders pursuant to Subsection A of this section in the official newspaper at least twice, the first publication of which shall be at least 15 days before the time specified for the completion of the work, or the Clerk may serve a copy of the notice by certified mail within five days of adoption of order upon the owner or owners and by first class mail upon the occupant or occupants of the land in front of which it is desired that such repair shall be done.

§ 160-35. Noncompliance by owner; cost.

- A. Whenever a notice to repair or relay a sidewalk pursuant to an order of the Town Board has been served upon an owner of a lot or parcel of land in front of which it is desired that sidewalks be relaid or repaired and the owner shall not cause the repair to be made to the sidewalk as required by the notice, the Highway Superintendent is hereby authorized and directed to cause the repair to be made as required by notice.
- B. The Highway Superintendent is hereby authorized to perform such work or repair with his own forces or cause a contract to be let therefor and to pay for the work out of the funds to be appropriated by the Town Board for such purposes.

§ 160-36. Assessment of cost; notice; collection.

- A. The Town shall be reimbursed for the cost of relaying or repairing any sidewalk when made by the Highway Superintendent pursuant to this article by the owner of the respective lot or parcel of land in front of which the repair was made, by assessment upon and collection from the lot or parcel of land determined benefited by the repair; so much of the actual and complete cost upon and from each lot as shall be in just proportion to the amount of the benefit which the improvement shall confer upon the property, as determined by the Town Board, and collected in the same manner and at the same time as other special assessment and ad valorem Town charges.
- B. Whenever expenditures are made by the Town for repairing sidewalks or removing from sidewalks ice, snow or other accumulations thereon, which under this article are assessable upon the land affected or improved thereby, the Board shall serve a notice of at least 10 days upon the owner or owners of such property, stating that such expenditure has been made, its purpose and amount and that a specified time and place it will meet to make an assessment of the expenditures upon such land. The Board shall meet at the time and place in such notice specified. It shall hear and determine all objections that may be made to such assessment, including the amount thereof, and shall assess upon the land the amount which it may deem just and reasonable, not exceeding, in case of default, the amount stated in the notice. All the provisions of law relating to the enforcement and collection of unpaid taxes and assessments, not inconsistent herewith, shall apply to the collection of such unpaid cost or expense. In addition to the levy of the assessment, an action to recover the amount may be maintained by the Town against the owner or occupant liable therefor.

§ 160-37. Permit required for temporary obstructions.

Any person desirous of obtaining a permit to temporarily obstruct a sidewalk shall obtain a permit from the Superintendent of Highways upon payment of a fee to be established and amended from time to time by resolution of the Town Board. It shall be the duty of such person to barricade the area and to provide warning lights, as required by the Superintendent of Highways, from one hour before sunset to ½ hour after sunrise.

§ 160-38. Penalties for offenses.

A violation of this article is hereby declared to be a violation, and any person violating the same shall, upon conviction, be punished by a fine of not less than one hundred dollars (\$100.) nor more than two hundred fifty dollars (\$250.) for each offense. Each day or part thereof such violation continues after notification by the town shall be deemed a separate offense punishable in like manner. The town may also bring an action or proceeding to enjoin the violation and/or to recover the costs incurred by the town for cleaning up or otherwise remedying the conditions brought about by the violation of this article.”

15B

At a special meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of August, 2016 at 10:00 o'clock a.m.

PRESENT:

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

RESOLUTION OF TOWN BOARD
 AUTHORIZING EXERCISE
 OF OPTION AND: PURCHASE OF
 SEWAGE FACILITIES OF
 ROSETON HILLS
 SEWAGE-WORKS CORP.
 INCLUDING BUT NOT LIMITED
 TO THE SEWAGE TREATMENT
 PLANT, SEWER MAINS AND ALL
 APPURTENANCES, PERMITS AND
 APPROVALS, OPERATION MANUALS
 AND RELATED DOUCMANTAION, ALL
 REAL AND INTANGIBLE PROPERTY
 INTERESTS, FEE TITLE AND
 EASEMENTS

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

WHEREAS, a written petition, in due form and containing the required signatures, was presented to and filed in the office of the Town Clerk of the Town of Newburgh, Orange County, New York, for the establishment of Roseton Hills Sewer District in the Town of Newburgh, Orange County, New York, (hereinafter, "the Sewer District"), with improvements consisting of the purchase and reconstruction of existing wastewater treatment facilities and associated collection system, including reconstruction and improvement of one wastewater treatment facility as a pump station, together with original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$2,825,500, pursuant to Article 12 of the Town Law; and

WHEREAS, pursuant to proceedings heretofore had and taken in accordance with the provisions of Article 12 of the Town Law, and more particularly a resolution dated July 5, 2016, ("the Final Resolution") the Town Board of the Town of Newburgh, Orange County, New York, has established the Sewer District; and

WHEREAS, said capital project for said District and the establishment thereof has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, the Town Board has determined will

not result in any significant adverse environmental effect and SEQRA compliance documentation is on file in the office of the Town Clerk where it may be examined during regular office hours; and

WHEREAS, with regard to the improvements proposed therefor, as more fully set forth in said Final Resolution establishing Roseton Hills Sewer District in the Town of Newburgh, Orange County, New York, the Town Board has also adopted a resolution authorize the financing thereof (the "Bond Resolution"); and

WHEREAS, the Town has entered into an Option to Purchase Agreement dated February 1, 2016 (the "Option Agreement") with the Roseton Hills Sewage-Works Corp. ("Roseton Corp.") for the purchase of complete the purchase of Roseton Corp's sewer system, including all the sewage facilities servicing Parr Valley Condominium and Orchard Hills Landings, all appurtenant permits and approvals and all related real and intangible property interests, including fee title, easements, contracts, prescriptive rights, adverse possession rights, equitable claims or otherwise owned or claimed by Roseton Corp. whether legal or beneficial and all other assets of any kind used in connection with the sewage facilities of Roseton Corp. but, specifically excluding cash on hand, accounts and accounts receivable (collectively the "Sewage Facilities") as contemplated by the petition for the establishment of the Sewer District; and

WHEREAS, the Option Agreement provides for a purchase of price of \$1,724,624.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Newburgh, Orange County, New York hereby authorizes the exercise of the option to purchase the Sewage Facilities of Roseton Corp. in accordance with the terms and conditions of Option Agreement and to close said purchase; and

BE IT FURTHER RESOLVED, by the Town Board of the Town of Newburgh, Orange County, New York, that the Town Board hereby authorizes and empowers the Supervisor and other officers of the Town to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, forms, documents and papers as may be necessary to effectuate and carry out and close the aforesaid purchase of the Sewage Facilities of Roseton Corp. as the Attorney for the Town determines appropriate; and

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

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement (the "Agreement") is made as of February 1, 2016, by and between Roseton Hills Sewage-Works Corp. ("Roseton") and the Town Board of the Town of Newburgh ("Town").

RECITALS

WHEREAS, Roseton owns a sewerage collection and treatment system serving Parr Valley Condominium and Orchard Hills Landings, all within the Town of Newburgh, County of Orange, State of New York.

WHEREAS, Roseton is organized pursuant to the Transportation Corporations Law of the State of New York.

WHEREAS, there have been negotiations between the Town and Roseton wherein it is the desire of the parties that the Town be given sufficient opportunity to conduct the requisite legal proceedings in order to determine whether or not they will enter into a contract to purchase all of Roseton's assets.

WHEREAS, the Town and Roseton entered into a Sewage Works Agreement dated February 26, 2010 (the "SWA").

WHEREAS, Roseton petitioned the Town to agree to increase the rates it charges its customers by application dated July 1, 2014.

WHEREAS, by Decision and Resolution dated November 17, 2014, the Town granted in part and denied in part Roseton's petition to increase rates ("Town's Rate Decision").

WHEREAS, Roseton commenced a legal proceeding (“Article 78 Proceeding”) by the filing of a Notice of Petition and Verified Petition captioned *Roseton Hills Sewage-Works Corp, Petitioner, for a Judgment Pursuant to Article 78 of the Civil Practice Laws and Rules against the Town Board of the Town of Newburgh, Town of Newburgh, Parr Valley Condominium and Orchard Hills Landings LLC, Respondents*, Index No. 2015-0001854, on or about March 16, 2015.

WHEREAS, the Article 78 Proceeding contested the Town’s Rate Decision and sought a judgment annulling, reversing, and setting aside the decision and that the matter be remitted to the Town with certain directions, including, *inter alia*, that it adopt a revised rate decision that implemented the rate requested by Roseton.

WHEREAS, the Town filed its Verified Answer on or about June 4, 2015, requesting that the Town Board’s decision be upheld with certain corrections.

WHEREAS, the Court issued a Judgment, Order and Decision on August 21, 2015, which, *inter alia*, vacated, annulled, and set aside the Town’s decision to the extent set forth therein and remitted the matter to the Town for reconsideration of Roseton’s application and a new determination in accordance therewith.

WHEREAS, Roseton and the Town desire to resolve this matter without further litigation and adjudication subject to the terms of this Agreement.

WHEREAS, Roseton and the Town acknowledge that this Agreement represents a fair, reasonable, and adequate compromise and settlement of all the disputes between Roseton and the Town, and is in their respective best interests.

WHEREAS, it is the desire of the parties to reflect their understandings in this Option Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual and dependent covenants and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Roseton, intending to be legally bound, agree as follows:

1. **THE OPTION PERIOD**

1.1 The Town shall have the right to complete the purchase of Roseton's sewer system, including all the sewage facilities servicing Parr Valley Condominium and Orchard Hills Landings LLC, all appurtenant permits and approvals and all related real and intangible property interests, including fee title, easements, contracts, prescriptive rights, adverse possession rights, equitable claims or otherwise owned or claimed by Roseton whether legal or beneficial and all other assets of any kind used in connection with the sewage facilities of Roseton but, specifically excluding cash on hand, accounts and accounts receivable (hereinafter the "Sewer System") pursuant to the terms and conditions set forth herein, between the effective date of this Agreement and September 30, 2016, inclusive ("Option Period").

1.2 The Town, the Seller, and Roseton agree to act without delay and take all reasonable steps to close as soon as practical.

1.3 The parties acknowledge that the Town will have to fulfill statutory steps prior to the Town Board authorizing the execution of a contract implementing the terms set forth herein and the parties agree to cooperate during this time period for the Town Board to proceed with the conduct of the proceedings.

1.4 Seller agrees to provide access to its facility for inspection by the Town's engineer and consulting engineer and to assist the Town's consulting engineer in the preparation of a map, plan, and report that is a necessary pre-requisite for the Town commencing the formal proceedings.

1.5 Seller acknowledges that upon complying with the statutory process the Town Board must take a vote and said vote would be subject to Permissive Referendum and a time period of at least thirty (30) days must elapse from the date of adoption of the Resolution to determine whether or not a petition will be filed with the Town requiring a public vote and a bond resolution subject to a thirty (30) day estoppel period. The Town shall schedule such vote no later than July 31, 2016. Should the public vote fail to facilitate the purchase, the option period will end the day after the day of the vote.

1.6 The parties acknowledge that all steps must be complied with before the Town has any right to exercise this option.

2. SEWER RATE DECISION

2.1 The Town agrees that the Town Board shall adopt an amended sewer rate decision and resolution at the same meeting in which it accepts and executes this Agreement which shall provide for a rate to be charged by Roseton of \$671.89 per residential unit per year applicable to Parr Valley Condominium and Orchard Hills Landings LLC, in accordance with Schedule A annexed hereto and made a part hereof. The decision shall be effective retroactively as of November 17, 2014. If the Town does not close during the Option Period, the rate shall remain in effect until changed pursuant to the provision of Transportation Corporations Law, Section 121.

2.2 Notwithstanding the rate increase being retroactive, no late payment charges or penalties shall be imposed on rate payments due for the retroactive period except to the extent provided in Section 11.3 of the tariff as modified by the Town Board's decision if unpaid thirty (30) days following the date of delivery by Roseton of bills to its customers for the retroactive amounts (the "due date"). For the purposes of the foregoing, delivery if by regular mail shall be deemed to have occurred on the fifth day following the date of the postmark, and payment if delivered by regular mail shall be deemed to have been timely made if the postmark date is at least five days prior to the due date. Additionally, Roseton agrees to forebear commencing any collection action for the retroactive portion of the rate for the retroactive period during the Option Period. In the event the Town exercises the Option and closes on the purchase of the Sewer System, Roseton shall release its customers, their successors, and assigns from any claims and liabilities for said retroactive rate payments. If the Town does not close in the Option Period, the increased amount will be billed to the customers and collected as provided in Roseton's tariff.

2.3 For the Option Period, Roseton shall not be required nor have authority to collect the \$50.00 per approved unit charge required to be assessed by Roseton pursuant to Section 6.1 of the Sewage Works Agreement ("Escrow Charge") and deposited into escrow or reserve or trust account with the Town pursuant to Section 6.1 of the SWA (the "Escrow Fund"). Should the Town not exercise the Option, any Escrow Charge heretofore collected by Roseton from its customers but not yet deposited with the Town, in the amount of \$10,540, shall be applied as a credit to the account of customer(s) who paid the Escrow Charge against the first bill issued by Roseton following the end of the Option Period in which the retroactive portion of the rate will be

billed. The Town shall pay over to Roseton the balance of the Escrow Fund heretofore paid to the Town directly by Roseton's customers in the amount of \$15,435, including any accrued interest, within thirty (30) days of execution of this Agreement. Should the Town not exercise the Option, said amount shall be credited *pro rata* based upon residential units against the first bill issued by Roseton to its customers following the end of the Option Period in which the retroactive portion of the rate will be billed. Except as noted herein, upon signing this Agreement, both parts of the Escrow Fund shall become the property of Roseton for its use at its discretion. If the Town does not acquire the system within the Option Period, Roseton shall again be authorized to levy the Escrow Charge and shall be reimbursed for any qualifying expenses that it incurred after January 1, 2016, from the Escrow Charge as later collected.

3. OPTION TO PURCHASE

3.1 The Town has the option to purchase, during the Option Period, all of Roseton's physical assets and associated rights including but not limited to the sewage treatment plant, sewer mains, and all appurtenances; all permits and approvals issued to permit the operation of the sewage treatment plant and associated facilities; operation manuals and related documentation; all real and intangible property interests, including fee title, easements, claims, contracts, prescriptive rights, adverse possession rights, equitable claims or otherwise owned or claimed by Roseton, and all other assets of any kind used in connection with the sewage facilities of Roseton (collectively the "Sewage Facilities") but, specifically excluding cash on hand, accounts and accounts receivable, for a purchase price of One Million Seven Hundred Twenty Four Thousand Six Hundred Twenty Four and 00/100 (\$1,724,624 .00) Dollars ("Option Price"). Roseton will surrender all its rights, title and interests in providing sewer service to the service area

upon closing but shall retain the rights it currently has to collect accounts receivable after the closing pursuant to the provisions of the existing tariff.

3.2 The option is to be exercised by the Town giving to Roseton a written notice within the Option Period delivered to Roseton at its address as set forth above.

3.3 The Option Price shall be paid at closing and the Sewage Facilities are to be free of liens and encumbrances at closing.

3.4 The following representations and warranties shall be provided at closing:

a. Roseton shall provide the usual and customary representations and warranties to the Town of a transaction of this nature and scope as counsel to Roseton and the Town shall agree.

b. The Town shall provide the usual and customary representations and warranties to Roseton of a transaction of this nature and scope as counsel to the Town and Roseton shall agree.

c. Roseton and the Town will indemnify the other for the periods that the party did not own the Sewage Facilities. The indemnification shall cover costs and expenses including reasonable attorneys' fees and shall be more fully set forth in the contract.

d. Roseton shall surrender its franchise to provide sewer service to the service area at the closing.

e. Roseton shall furnish the Town with an affidavit in lieu of compliance with the bulk transfer provisions of the Uniform Commercial Code as in effect in the State of New York. The Town and Roseton agree to cooperate in complying

with the requirements of New York law with respect to the transfer of assets contemplated hereunder. Roseton will indemnify the Town against any claim made by the State of New York for unpaid taxes.

3.5. The contract shall provide that the Town shall have the right to purchase at its sole cost and expense a Fee Title Insurance Policy for the real property fee and easements to be conveyed pursuant to this Agreement (the "Property"). Upon the exercise of the Option, the Town will make application for a title insurance commitment (the "Title Commitment") to be issued by a recognized national title insurance company (the "Title Company") committing to insure the Town in an amount satisfactory to the Town, subject only to the Permitted Exceptions set forth hereinafter, and shall cause a copy of said Title Commitment to be delivered by the Title Company to Roseton at the address for receipt of Notice hereinafter provided. The Town shall also have the right to obtain a Survey of the Property at the Town's expense.

3.5.1 The Property is sold and shall be conveyed subject to (the "Permitted Exceptions").

- a. Zoning and subdivision laws and regulations, and landmark, historic, or wetlands designation.
- b. Consents for the erection of any structures on, under or above any streets on which the property abuts.
- c. Encroachments of stoops, areas, cellars, steps, trim and cornices, if any, upon any street or highway;
- d. Real estate taxes that are a lien, but are not yet due and payable, and

e. Utility easements and variances between fences and property lines.

3.5.2 The Town shall have ten (10) days following receipt of the Title Commitment and the Survey, in which to object, in writing, to any matter therein other than the Permitted Exceptions (failing which the Town shall be deemed to have waived the right to raise objections to the Title Commitment and Survey). If within the ten (10) day period, the Town notifies Roseton of any Title or Survey objections, Roseton shall have, at its option and without any obligation to do so and without any obligation to file necessary lawsuits or incur any costs or expenses, thirty (30) days in which to cure or remove same.

3.5.3 If Roseton is unable or unwilling to cure or remove such Title and Survey objections to the satisfaction of the Title Company within such thirty (30) day period, Purchaser, at Purchaser's option and as Purchaser's sole and exclusive remedy, shall either:

- i. terminate its option, and neither party shall have any further rights or obligations in that regard, or
- ii. waive any such title objections or defects, and accept such Title as Roseton is able to convey without offset, reduction or abatement in the Purchase Price (with the uncured objections or defects becoming Permitted Exceptions hereunder).

3.6 Town and Roseton agree that notwithstanding Roseton's having deposited certain executed or partially executed documents into escrow pursuant to the certain Escrow Agreement dated February 26, 2010, pending the option events set forth in Section 5 of the SWA, if the option is exercised pursuant to the terms of this Agreement, Roseton and its shareholder shall

execute or re-execute and deliver such modified and updated versions of the documents as may be required to reflect the Option Price and close the purchase.

3.7 The Town will return to Roseton the existing balance of \$3,530 in the escrow deposit made by Roseton pursuant to Section 2.A.2 of the SWA to pay for procedural and professional services costs associated with the proceedings including reasonable engineering and legal fees which will enable the exercise of the option.

4. **RELEASES**

Each party hereby releases, acquits, and forever discharges all other parties to the Article 78 Proceeding, including their officers, boards, supervisors, board members, committee members, employees, agents, contractors, engineers, attorneys, successors, heirs and assigns of and from all actions, causes of actions, contracts, claims, demands, liabilities, losses, costs, expenses, or suits of any kind, in law or in equity with respect to all claims regarding or relating in any way to claims that were asserted or could have been asserted, prior to the date of this Agreement, based on the subject matter of the Article 78 Proceeding, including any claims for undercharges as addressed in Paragraph 2.1. Should the Town not exercise this Agreement, this provision would not apply to a subsequent rate request for reimbursement of the litigation costs incurred for the Article 78 Proceeding and subsequent costs associated with this Agreement or other not heretofore reimbursed through Roseton in rates.

5. **DENIAL OF LIABILITY**

This Agreement is given in compromise of disputed claims and this Agreement, and any payments and obligations hereunder, are not intended to be, and shall not be construed or

interpreted to be, an admission of liability by any of the Parties with respect to the claims asserted in the Article 78 Proceeding.

6. **AUTHORIZATION AND ENFORCEABILITY**

Each signatory to this Agreement represents, acknowledges, and warrants that the execution, delivery, and performance of this Agreement has been duly authorized on its behalf by the requisite governing board or official in accordance with all legal requirements and procedures, and that the person signing on each party's behalf has sufficient authority and has been duly authorized to execute this Agreement. The signatories to this Agreement also represent, acknowledge, and warrant that this Agreement constitutes a legal, valid, and binding obligation enforceable against the parties in accordance with its terms.

7. **ENTIRE AGREEMENT**

This Agreement along with the SWA constitute the entire Agreement between the parties, and the terms hereof are contractual and not merely recital. Except as expressly set forth in this Agreement and the SWA, there are no representations, warranties, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Agreement or any of its terms or conditions. All prior negotiations, proposed agreements, or understandings, oral or written, are superseded by and merged into this Agreement. This Agreement and the SWA may not be further modified or extended orally.

8. **TITLES AND HEADINGS**

Titles and headings belonging to articles or sections herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

9. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **BINDING EFFECT AND BENEFIT**

This Agreement shall apply to, be binding upon, and inure to the benefit of the parties, their officers, directors, shareholders, members, employees, agents, boards, board members, council, council members, committee members, successors, and assigns.

11. **GOVERNING LAW**

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York.

12. **NO PRESUMPTIONS**

The parties to this Agreement have freely negotiated this Agreement and have consulted with their respective attorneys concerning the terms of the Agreement. It is agreed that no provision in this Agreement will be presumptively construed against any Party hereto.

13. COSTS AND FEES

Each party shall bear its own litigation costs and attorneys' fees. Each party will pay its own closing costs.

14. FULL COOPERATION

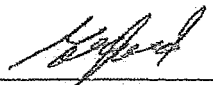
The parties pledge to provide to each other all reasonable cooperation and documentation in order to effectuate the purposes and intent of this Agreement.

15. JURISDICTION

The parties consent to the jurisdiction of the Supreme Court of New York, Orange County, for the enforcement of this Agreement and any disputes arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have knowingly and voluntarily executed this Option Agreement as of the date set forth above.


THE TOWN OF NEWBURGH



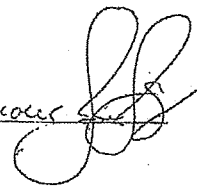
By: Gilbert J. Piaquadio
Its: Supervisor

Witnessed by: 

ROSETON HILLS SEWAGE-WORKS CORP.



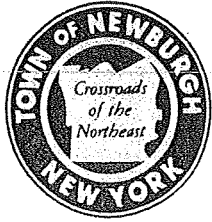
By: Craig O'Donnell
Its: President

Witnessed by: 

Roseton Hills Sewage-Works Corp.
Revenue Requirement per Court Judgment and
Option Agreement

Units Served	428
Total Operating Revenues	\$287,571
O&M Expenses:	
Supervising & Operating Labor	
Contract Operations	\$37,200
Management & Supervision	10,000
Operating Expenses:	
Electricity	14,400
Landscape Services & Snow Removal	5,000
Licenses & Permits (SPDES)	250
Repairs and Maintenance	7,500
Sludge Handling Removal	15,600
Administrative Expenses:	
Insurance	2,600
Professional Fees:	
Accounting	3,600
Legal Expense	12,000
Total O&M Expenses	<u>\$108,150</u>
Depreciation	\$53,943
Amortized Rate Case Exps.	5,000
Total Depreciation and Amortizations	<u>\$58,943</u>
Total Operating Revenue Deductions	<u>\$167,093</u>
Utility Operating Income	\$120,478
Rate Base	\$1,136,585
Pre-Tax Rate of Return	10.6%
Charges:	
Rate Per Unit	\$671.89
Parr Valley Condominium	168 \$112,877.52
Orchard Hills Landings LLC	260 174,691.40
Totals	<u>428 \$287,568.92</u>

Note: The \$50.00 per unit annual surcharge for capital replacements and extraordinary maintenance is suspended through the Option Period.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Brenda

16

PERSONNEL DEPT.

PH: 845-566-7785

Fax: 845-564-2170

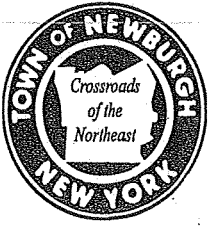
To: Town Supervisor
Town Board

From: Charlene M Black, Personnel

Date: August 10, 2016

Re: Full Time MEO 1A Position

Todd DePew, Highway Superintendent is recommending the hiring of a full time MEO 1A person. Mr. Depew interviewed Antonio Moran to fill that position. Mr. Moran will need to complete paperwork and fingerprinting. After a positive response for his fingerprints, Mr. Moran will then be scheduled for his CDL physical. The intended start date will be on or after September 1, 2016. His salary will be per the CSEA contract.



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, & Town Board Members
FROM: Todd DePew, Highway Superintendent
DATE: August 10, 2016
RE: Motor Equipment Operator 1A

I interviewed Antonio Moran for the position of Motor Equipment Operator's 1A and feel he is qualified for the position. I would like him to start on or after September 1, 2016 when all his pre-employment is filed.

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

TD:ch

cc: Charlene Black, Personnel Department
Ron Clum, Accountant
John Platt, DPW

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Antonio Moran

DEPARTMENT: HIGHWAY

TITLE OF POSITION: MEO 1A

FULL TIME OR PART TIME: Full Time

HOURLY RATE: \$21.24 per CSEA CONTRACT

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5110.100

PROPOSED HIRE DATE: 9/1/16

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


DEPARTMENT HEAD SIGNATURE

8/10/16
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010



JOHN PLATT
COMMISSIONER

TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER
311 ROUTE 32
NEWBURGH, NY 12550

PHONE: 845-564-7813
FAX: 845-566-8903

17A

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: August 15, 2016

Re: Promotion: Water Department Senior Water Maintenance Worker Interviews and Selection Recommendation

In response to the posting for the promotion to Senior Water Maintenance Worker position approved by the Board, I received a list of two (2) interested applicants. The applicants that were interviewed were evaluated on their qualifications, experience, knowledge and skills as related to meet the specifications of this position.

I recommend Hasan Gray to fill this position.

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. Thank you.

Cc; Charlene Black, Personnel

17B



TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER
311 ROUTE 32
NEWBURGH, NY 12550

JOHN PLATT
COMMISSIONER

PHONE: 845-564-7813
FAX: 845-566-8903

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: August 15, 2016

Re: Promotion: Water Department Water Maintenance Worker Interviews and Selection Recommendation

In response to the posting for the promotion to Water Maintenance Worker position approved by the Board, I received a list of one (1) interested applicant. The applicant that was interviewed was evaluated on his qualifications, experience, knowledge and skills as related to meet the specifications of this position.

I recommend Craig Marti to fill this position.

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. Thank you.

Cc; Charlene Black, Personnel



JOHN PLATT
COMMISSIONER

TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER
311 ROUTE 32
NEWBURGH, NY 12550

PHONE: 845-564-7813
FAX: 845-566-8903

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: August 15, 2016

Re: Recommendation for following procedures suggested for producing water/sewer bills for the current quarter.

The following procedures are suggested for the current quarterly period:

1. For meters which had remote reads and have been replaced, the current quarters bill will be calculated as follows:
 - a. The water usage reading from the old remote for each customer up to the date of meter replacement, plus
 - b. The water usage reading from the new water meter remote through the last day of the quarter.
 - c. Readings from the actual replaced meter will be maintained on file in case any customer disputes a bill.

2. For meters which did not have remotes for which bills were sent based upon customer submitted readings or estimates will be calculated as follows:
 - a. The difference between the water usage reading from the old replaced meter amount of water consumption and the estimated/provided and used in the calculating bills will be the basis for an adjusted billing, plus
 - b. The water usage reading from the new meter remote through the last day of the quarter.
 - c. In calculating the adjusted billing, an average of the rates over the past 6 years will be used and it will be assumed that the water consumed over the estimated/billed amounts occurred evenly over that period so that the customer is not placed in a higher rate category than is warranted.

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. Thank you.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of August, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD APPROVING HOME RULE REQUEST FOR AN ACT TO AMEND THE TAX LAW IN RELATION TO THE IMPOSITION OF A HOTEL AND MOTEL TAX IN THE TOWN OF NEWBURGH AND REQUESTING LEGISLATIVE ACTION

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

WHEREAS, the New York State Legislature recently passed legislation amending the Tax Law to authorize the Town of Woodbury in the County of Orange to adopt local laws in relation to the imposition of a tax on non-resident persons occupying hotel and motel rooms in said Town; and

WHEREAS, the Town Board of the Town of Newburgh wishes to request that the Hon. William J. Larkin, Jr., Senator for the 39TH District, and the Hon. Frank Skartados, Assemblyman for the 104TH District introduce and sponsor legislation which would authorize and empower the Town of Newburgh to adopt and amend local laws imposing a tax on non-resident persons occupying hotel and motel rooms in the Town of Newburgh; and

WHEREAS, Home Rule Requests must be submitted before action can be taken on such Special Law.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Newburgh hereby requests the Hon. William J. Larkin, Jr., Senator for the 39TH District and the Hon. Frank Skartados, Assemblyman for the 104TH District to introduce such special law in the New York State Senate and the New York State Assembly respectively; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Newburgh hereby approves Home Rule Requests to each body for enactment of such Act to amend the Tax Law in relation to the imposition of a hotel and motel tax in the Town of Newburgh; and

BE IT FURTHER RESOLVED, that the Supervisor and the Town Clerk of the Town of Newburgh and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such letters, certificates, documents and papers as may be necessary to effectuate and carry out the foregoing resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

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

Elizabeth J. Greene, Councilman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

18B

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of August, 2016 at 7:00 P.M., Prevailing Time.

PRESENT:

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

RESOLUTION OF SUPPORT TO CERTAIN INITIATIVES OF THE JUSTICE COURT OF THE TOWN OF NEWBURGH IN SUBMITTING AN APPLICATION FOR THE 2016 JUSTICE COURT ASSISTANCE PROGRAM (JCAP)

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

WHEREAS, the Town of Newburgh Justice Court has taken the initiative of applying for a grant under the 2016 Justice Court Assistance Program (JCAP); and

WHEREAS, the Town of Newburgh Justice Court has provided each member of the Town Council with all of the details regarding this grant application, including the proposed use of any monies granted as a result of this application.

NOW, THEREFORE, BE IT RESOLVED that the Town of Newburgh Town Board, in its capacity as governing body of the Town of Newburgh, does hereby fully and completely support the initiatives of the Justice Court in applying for this grant.

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

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

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

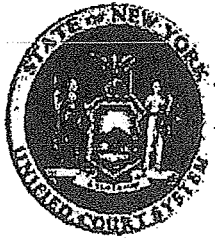
The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:
TOWN OF NEWBURGH)

I, Andrew J. Zarutskie, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing resolution, duly adopted by the Town Board of the Town of Newburgh on the ___th day of August, 2016, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this _____ day of August, 2016.

Andrew J. Zarutskie, Town Clerk



New York State
Unified Court System

OFFICE OF COURT ADMINISTRATION

RONALD P. YOUNKINS, ESQ.
EXECUTIVE DIRECTOR

BARRY CLARKE, ESQ.
CHIEF OF OPERATIONS

NANCY M. SUNUKJIAN, ESQ.
DIRECTOR, OFFICE OF JUSTICE COURT SUPPORT

July 5, 2016

Dear Town and Village Justices:

We are pleased to invite you to apply for a 2016-2017 Justice Court Assistance Program (JCAP) Grant. The Unified Court System's budget includes \$2.5 million in JCAP funding this fiscal year. The maximum JCAP award is \$30,000 per court. It may be used for a variety of purposes, including office and security equipment, furniture, courtroom and court facility improvements and renovations.

Applications for JCAP Grants must be submitted by Justice Court personnel only. Each court should designate one individual from within the court to submit the application. Applications and accompanying paperwork must be submitted no later than **October 13, 2016**.

THE APPLICATION ITSELF MUST BE SUBMITTED ONLINE. However, the following items must be submitted separately either by mail to 187 Wolf Road, Suite 103, Albany, NY 12205, faxed to 518-438-3518, or scanned/emailed to jcap@nycourts.gov:

- Signature Page
- Board Resolution
- Court's Annual Budget
- Estimate (one per item)

To start the application you must enter the *account name* as: court and the *password* as: jcap, all lower case letters. You will be asked to create a unique password once you begin an application. Please do NOT utilize numbers/digits when creating your individualized password as the application is not programed to recall numbers/digits within a password. Click [here](#) to access the online JCAP application.

If you have any questions about JCAP, or if you need assistance completing the application, please contact the Office of Justice Court support at 1-800-232-0630 or email jcap@nycourts.gov

Regards,

Nancy M. Sunukjian, Esq.
Director - Office of Justice Court Support
Special Counsel to the DCAJ
NYS Office of Court Administration
187 Wolf Road, Suite 103
Albany, NY 12205
(800) 232-0630

Justice Court Assistance Program Grant Application
2016-17

Newburgh Town Court, Orange County

Next Page

Save for Later

If you need to
later and return
application you
need your ID n
and password

RecordID
3678

Password
Tommy⁹¹⁵

Welcome

A. APPLICATION INFORMATION - TO BE COMPLETED ONLINE
Court Name and Contact Information

B. CASELOAD - TO BE COMPLETED ONLINE
New Case Filings for 3 Years

C. GRANT ITEMS - TO BE COMPLETED ONLINE (Please note: certain items are not allowed and should not be applied for, such as salaries, telephone bills, internet access or annual renewal fees for software.)

Please choose the item needed, enter the quantity of that item, the cost and the priority level. Priority level is either "1" (High - needed immediately); "2" (Medium - needed in the near future); or "3" (Low). You may request numerous items with the same priority. (While 'priority level' is given consideration, the Chief Administrative Judge is not bound by your priority assignments when deciding awards.)

D. SIGNATURE PAGE & SUPPORTING DOCUMENTATION

Applications are not complete until the Signature Page, a certified Board Resolution from the Town or Village, court budget and any other required documentation (construction estimates, drawings, price estimates, photographs and invoices, etc.) is received by the Office of Justice Court Support.

After completing the application online, please print the Signature Page and mail, fax or scan/email it, along with the required documentation to:

Office of Justice Court Support
Justice Court Assistance Program
187 Wolf Road, Suite 103
Albany, NY 12205
Fax: 518-438-3518
Email: jcap@nycourts.gov

Please note: Only one mailed, faxed or scanned/emailed copy of paperwork is needed.

REQUIRED DOCUMENTS:

SIGNATURE PAGE - At least one Justice, other than an Acting Village Justice, and the Town Supervisor or Village Mayor must sign the Signature Page.

BOARD RESOLUTION - Attach a certified copy of the Town or Village Board Resolution authorizing the court's JCAP application.

ANNUAL BUDGET - Attach a copy of the Court's Itemized budget for the most recent municipal fiscal year.

Next Page

Save for Later

Justice Court Assistance Program Grant Application
2016-17
Newburgh Town Court, Orange County

Previous Page

Next Page

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GRANT ELIGIBLE ITEMS:

Computer Case Management Software

Case Management System, Compatible DMV Module, Multi-User Upgrade, etc.

Computer Hardware

Misc. Servers, backup systems, etc.

Computer Software

MS Office, etc.

*Computer Support

Records Management, etc.

Please note OCA's Division of Technology (DOT) provides computer equipment such as desktops, laptops, network and personal printers, scanners and fax machines. If you have a question whether certain equipment is available through (DOT), please call 800-622-2522 option 2.

Construction Click here and read

Exterior Renovations/Repairs
Interior Renovations/Repairs
Audience Seating
Bench
Jury Box
Other construction

Office Equipment

Cash Box
Court Seal
Label Printer
Bulletin Board
Standalone Copy Machine
Safe
Shredder
Telephone equipment/installation
TV/Video

Security Click here and read

Handheld metal detector
Duress Alarms
Other Alarms (Fire, theft, etc)
Reception/Pay window
Video Surveillance
Walkthrough metal detector
Other

Furniture

Bookcases
Chairs
Desks
File cabinets
Lectern
Storage cabinets
Tables
Other furniture

Other

Air conditioning
Battery backup/Emergency lights
Generator
Audio/PA Systems
Other supplies/equipment

Courtroom Enhancements

Gavel
Judicial Robe
Flags
Signs
Wall Seal
Other

Please Note:

The maximum grant award is **\$30,000** per court. JCAP funds are to be spent within 180 days of receipt and Reconciliation Reports must be filed with OJCS.

Applications are due **October 13, 2016**.

QUESTIONS If you have questions about JCAP or need assistance completing the application, please call the Office of Justice Court Support at 1-800-232-0630 or email to: jcap@nycourts.gov.

Previous Page

Next Page

Save for Later

If you need to
later and return
application you
need your ID n
and password

RecordID
3678

Password
Tommy

Justice Court Assistance Program Grant Application Page 3 of 6
2016-17
Newburgh Town Court, Orange County

Previous Page

Next Page

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INSTRUCTIONS:

Online application. Each municipality should designate one individual from the court to submit the application.

Joint Application. If applying jointly, click "yes" and list the municipality who is applying with you.

Contact Person. Justice or court employee we may contact if additional information is needed.

E-mail. Enter your UCS Outlook email address. (Ex. AJones@nycourts.gov)

Address. Enter court address information.

Caseload List new case filings for the last 3 years.

Grants List JCAP awards for the last 2 fiscal years.

Items requested (see 'construction' and 'security' below for additional specific instructions)

Please submit an estimate for each item. These may be pages from catalogs showing the item and price. When ordering from vendors, be sure to request the "State Contract Price".

1. Select level of priority (1-high, 2-medium, 3-low)
2. Select "item category"
3. Click on "save category" box
4. Choose "item" (click on the box to see options)
5. Enter "quantity" of item ("1" for items that quantity does not apply (construction, etc.)
6. Enter "price" per item
7. Click on "Add New Item" box to total
8. Continue same procedure for each item requested

Construction Projects. (These projects require extra documentation and explanation)

Applications seeking a construction grant must submit the following:

- detailed estimate for materials and/or labor;
- a sketch with dimensions of the existing floor plan of the building and room(s) along with proposed floor plans of the building and room(s). Indicate on the floor plan the various points of entry and room names or use;
- photos of the exterior of the building and any interior rooms to be affected.

Security Items.

Request for walkthrough metal detectors will not be approved unless the court has, or will have, security personnel to staff the equipment. (Please note: JCAP funds may not be used for staff salaries)

Printing Your Application.

You must print your application PRIOR TO clicking "Submit Completed Application". Go to the "file" menu at the top left of the page and choose "print." Print each page separately.

Submitting your Application

Click "Submit Completed Application" to submit the on-line portion of the application. You must print the Signature Page and either mail, fax or scan/email the following documents to complete the process:

- Signature Page (signed by the Justice(s) and May Not Be Deleted)
- Board Resolution (certified)
- court budget
- estimate for each item
- additional documents for construction or security requests

QUESTIONS. If you have any questions, please call 1-800-232-0630 or email to: jcap@nycourts.gov.

If you need to save later and return application you need your ID number and password

RecordID
3678

Password
Tommy