

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

**TOWN COUNCIL MEETING
PUBLIC MEETING AGENDA**

Tuesday, September 6, 2016
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.): Adopt a Local Law to Override the Tax Cap Limit
7. DEPARTMENT HEAD REPORTS
8. PERSONNEL: Extension of EAP Contract
9. ENGINEERING:
 - A. Meadow Hill South Sewer District: Authorization of Engineering Services
 - B. Gardnertown Road Culvert Right of Way Acquisition Services
10. ANIMAL CONTROL: T-94 Withdrawal
11. DATA PROCESSING: Purchase of Maintenance Hours
12. WATER DISTRICT:
 - A. Resolution to Schedule Public Hearing
 - B. Purchase of Water Protection Property from Orange County
13. RESOLUTION: Hudson Anchorage
14. HIGHWAY DEPARTMENT:
 - A. Reduction in Bid Price
 - B. Purchase of Skid Steer
15. BUILDINGS AND GROUNDS: Blacktopping of Police Dept. Service Road
16. CERTIORARI CASE: Gil's Pride
17. ACCOUNTING: Budget Transfer
18. ASSESSOR: Re-appointment to Assessment Review Board
19. ANNOUNCEMENTS
20. PUBLIC COMMENTS
21. ADJOURNMENT

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 Manley, Councilman

RESOLUTION OF TOWN BOARD
INTRODUCING LOCAL LAW
TO OVERRIDE THE TAX
LEVY LIMIT ESTABLISHED
IN GENERAL MUNICIPAL LAW
ARTICLE 3-C AND PROVIDING
FOR PUBLIC NOTICE AND
PUBLIC HEARING

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

BE IT RESOLVED that a Local Law to Override the Tax Levy Limit Established in General Municipal Law Article 3-C be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

BE IT FURTHER RESOLVED that a copy of the aforesaid proposed local law in final form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a public hearing on said proposed local law, and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the ___th day of September, 2016 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held at least three (3) days prior to the public hearing, and posting of such notice together with a copy of such local law in accordance with the requirements of the Municipal Home Rule Law and Chapter 25 of the Code of the Town of Newburgh.

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

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

The resolution was thereupon declared duly adopted.

INTRODUCTORY LOCAL LAW NO. __ OF THE YEAR 2016

**A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW 3-C**

BE IT ENACTED by the Town Board of the Town of Newburgh, as follows:

Section 1. Legislative Intent

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Newburgh, County of Orange pursuant to General Municipal Law § 3-c, and to allow the Town of Newburgh, County of Orange to adopt a town budget for (a) town purposes and (b) any other special or improvement district governed by the town board for the fiscal year 2017 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

Section 2. Authority

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the town board.

Section 3. Tax Levy Limit Override

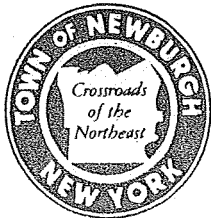
The Town Board of the Town of Newburgh, County of Orange is hereby authorized to adopt a budget(s) for the fiscal year 2017 that requires a real property tax levy in excess of the limit specified in General Municipal Law, §3-c.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date.

This local law shall take effect immediately.



TOWN OF NEWBURGH

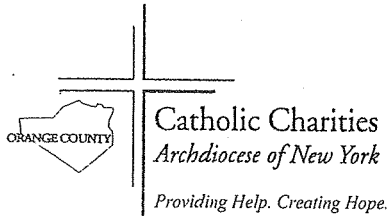
1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board ✓
Cc: Ron Clum, Accountant
From: Charlene M Black, Personnel
Date: August 22, 2016
Re: Extension of EAP Contract

Please see the attached letter from Catholic Charities who administer our EAP program. They are keeping the original contract price of \$5,390.00 for 2016-2017 contract. Please approve this so we can go forward with the EAP program per our contracts and Handbook. Thank you in advance.



Catholic Charities Community Services
of Orange County
Corporate Services EAP
305 North Street
Middletown, NY 10940
Tel: 845.344.5565
Fax: 845.344.6982

August 8, 2016

Charlene Black
Personnel Director
Town of Newburgh
1496 Rt. 300
Newburgh, NY 12550

Dear Charlene:

Enclosed is Addendum No. 2 extending the EAP agreement between Town of Newburgh and Corporate Services EAP for another year. If the addendum meets with your approval, please have both originals signed and returned to me. I will forward a fully executed original to you for your file.

The enclosed invoice covers the first quarter of our new contract year, which begins August 15th. We are pleased to maintain the same annual fee as last year.

This invoice will be followed by our annual "year in review" information within the next several weeks. We forward our invoice separately and prior to the report which allows us to maintain consistency in the billing cycle. We appreciate your patience with this process.

Please give me a call if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Pat Hollenbeck".

Pat Hollenbeck
Contract Manager

Encl.

Original Contract

EAP SERVICES AGREEMENT

THIS AGREEMENT made this 15th day of August, 2014, by and between TOWN OF NEWBURGH ("Organization"), 1496 Route 300, Newburgh, NY 12550 and CATHOLIC CHARITIES COMMUNITY SERVICES OF ORANGE COUNTY, 305 North Street, Middletown, NY 10940 (hereinafter referred to as "CORPORATE SERVICES");

WHEREAS, the Organization's employees and their families ("Covered Members") may need assistance in dealing with alcoholism, drug abuse, marital, family, financial, legal, personal and emotional problems; and

WHEREAS, the Organization has established a referral only employee assistance program ("Program") to assist Covered Members in overcoming these problems; and

WHEREAS, Corporate Services is capable of providing administrative services to the Program and access to its employee assistance provider network (the "Network") comprised of independent licensed masters of social work and psychologist providers ("EAP Providers") to assist the Organization in maintaining and administering the Program;

NOW, THEREFORE, the Organization and Corporate Services, for and in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, agree as follows:

1. Corporate Services will directly provide the following services (the "Direct Services"):
 - a. Corporate Services will conduct training seminars for Organization's management and supervisory employees ("Management") to assist them in (i) identifying and assisting those employees who manifest deteriorating job performance and who do not respond to normal supervisory counseling procedures and (ii) communicating Program policy and procedures;
 - b. Corporate Services will conduct a needs assessment with selected Management for the purpose of (a) identifying specific internal concerns related to implementation of the Program in order that these concerns may be addressed in the Management training seminars (b) analyzing Management and organizational training needs that could be addressed through additional consultation and trainings;
 - c. Corporate Services will advise the Organization on how to maintain and publicize the Program to Management and Covered Members;
 - d. Corporate Services will conduct orientation seminars for groups of employees on use of the Program. Corporate Services will be available to

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consult with Management regarding topics such as appropriate referral processing, disciplinary referral coordination and monitoring and feedback mechanisms;

- e. Corporate Services will assist the Organization in preparing Organization publications, special mailings or other media to maintain awareness of the Program by Management and Covered Members; and
 - f. Corporate Services will prepare and present quarterly reports on caseload activities to the Organization. Such reports will be prepared in a manner to maintain the confidentiality of Covered Members protected health information.
2. Corporate Services will facilitate referral of (i) Organization employees who have been referred by Management to the Program (“Supervised Referral”) and (ii) Covered Members who request access to the Program of their own volition to EAP Providers (“Self Referral”). In connection with Supervised Referrals or Self Referrals, Corporate Services will arrange an initial assessment appointment time for Covered Members that will be offered within three work days (72 hours), or if of an urgent nature, within 24 hours of the first contact. Where requested by a Covered Member or Management, Corporate Services will endeavor to arrange for an EAP Provider to contact the Covered Member within four (4) hours; Accepting EAP Providers will provide the following services to Covered Members:
- a. Assessment, brief intervention and referral services to assist Covered Members in resolving problems, including misuse of drugs and alcohol and marital, family, financial, legal, personal and emotional problems (“Case Management Services”). Should services beyond the Case Management Services be indicated, EAP Providers may, as appropriate, make referral recommendations based upon individual need and third party reimbursement considerations;
 - b. As part of the initial assessment, EAP Providers familiarize themselves with Organization’s benefits plan so that they can advise Covered Members on coverage issues when making referrals for additional services. EAP Providers will assist Covered Members in identifying organizations and professionals in the community that are properly accredited and eligible for reimbursement under available benefits plans;
 - c. Subject to applicable confidentiality laws, EAP Providers will provide follow-up as necessary to monitor the adherence of Organization employees subject to Supervised Referrals to any agreed course of treatment and make periodic progress reports to Management. Such reports will be limited to reporting whether the employee is cooperating with the EAP Provider’s advice.

Covered Members' questions will be promptly answered during normal workdays. Evening, weekend and holiday inquiries can be made to Corporate Services' 24-hour telephone answering system;

3. Notwithstanding anything to the contrary contained herein, EAP Providers are independent contractors of Corporate Services and Corporate Services shall not be responsible for an EAP Provider's acts and omissions or the quality of the EAP Provider services. Each EAP Provider is required under its agreement with Corporate Services to present evidence of its professional license under New York State Law as well as proof of insurance coverage. Corporate Services makes no representations or warranties about the genuineness of such licenses or evidence of insurance coverages and specifically disclaims all liability whatsoever to Organization and Covered Members in connection with the provision of Case Management Services by EAP Providers to Covered Members. Corporate Services role with respect to the EAP Providers and Case Management Services is solely that of a referral source for such EAP Providers.
4. Corporate Services will provide the Direct Services and arrange for EAP Providers to provide the Case Management Services for a total annual fee of as set forth on Schedule A (the "Annual Fee") Fees and charges for services by individuals or agencies to which a Covered Member is referred by EAP Providers are the separate responsibility of the Covered Member. Corporate Services will not be held responsible by the Covered Member or the Organization for the payment of such fees or charges.
5. The term of this Agreement shall be for a period of one year commencing on date first set forth above, and shall be automatically renewed for one additional one year term unless written notice of termination is given by one party to the other no less than 30 days prior to the end of the initial one year term, or unless otherwise amended or terminated as provided herein. During the first six months of this Agreement, neither party shall be permitted to terminate this Agreement, although Corporate Services may terminate this Agreement if the Organization has failed to pay Corporate Services in accordance with Paragraph 4. Thereafter, either party may terminate this Agreement for any reason upon 90 days written notice to the other party.
6. (a) Except as otherwise agreed to in writing by the parties hereto, any notice or other communication to either party pursuant to any provision of this Agreement shall be effective only if it is in writing and if delivered personally or mailed, with postage prepaid, prior to the expiration of any time limitation governing giving of the same, to the following address:

If to the Organization, addressed to:

Gilbert Piaquadio, Town Supervisor
Town of Newburgh
1496 Route 300

Newburgh, NY 12550

If to Corporate Services, addressed to:

Catholic Charities Community Services of Orange County
305 North Street
Middletown, NY 10940
Attn: Laura Brovich, Director of Special Initiatives

With a Copy to:

Catholic Charities Community Services of Orange County, Inc.
1011 First Avenue, 11th Floor
New York, NY 10022
Attn: Joseph Buttigieg, Vice President

- (b) Each party may, at any time change the place to which such notices or other communications are to be addressed, on 30 days prior written notice to the other party. All such notices or other communications shall be deemed given, if mailed, when received at the appropriate address provided above, or when delivered personally to the party to receive such notice, or other communication.
7. Corporate Services shall obtain at its own expense and maintain for itself at all times during the course of this Agreement the following insurance coverage's:
- a. Worker's Compensation Insurance as required by law; and
 - b. Comprehensive general liability with minimum limits of \$1,000,000 combined single limit.
8. Each of Organization and Corporate Services understand and acknowledge that the terms of this Agreement will include the sharing of information that is confidential. Accordingly, each party agrees to hold all such information in confidence and not to disclose or transfer all or any portion thereof to any person or entity other than to person subject to a similar confidentiality agreement, and then only on an "as needed" basis in accordance with the terms and conditions of this Agreement. In addition to the above, the parties agree as follows:
- a. Organization shall not disclose any fees, pricing, terms or conditions of this Agreement to any third party or transfer a copy of this Agreement or any part thereof to any third party;
 - b. Each party understands and acknowledges that it may have access to Covered Member-related and other information that is not generally known to others and agrees to hold all such confidential information in confidence and not to disclose any portion of it to any person or organization without written consent of the Covered Member;

- c. The provisions of Sections 8 shall not prohibit disclosures by a party pursuant to a valid subpoena, as required by law or regulation, or to enforce its rights hereunder, provided that the other party is given as much prior notice of any such contemplated disclosure as is reasonably practical, and the opportunity to oppose the disclosure or seek a protective order;
- d. Organization is not a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which among other things, requires "Covered Entities" to (i) comply with certain administrative and technical mandates, directives and standards regarding the privacy and integrity of patient-related information; and (ii) include in agreements with their "business partners" certain provisions concerning the security and privacy of such information. Notwithstanding the above, under applicable HIPAA regulations, to the extent Organization is deemed a "Covered Entity", Corporate Services may be deemed a "business partner" of Organization by virtue of this Agreement. In such event, Corporate Services agrees to provide the Direct Services, and has obtained the agreement of EAP Providers to provide Case Management Services, in a manner that complies with any applicable requirements under HIPAA. The parties are simultaneously with the execution of this Agreement entering into the Business Associate Agreement attached hereto as Exhibit A.

9. In the event of termination of this Agreement:

- a. Corporate Services and the Organization shall promptly review all work in progress. Corporate Services shall complete any work commenced prior to the termination date. Corporate Services shall send an invoice to the Organization for all charges which may be due and payable at the termination date. The Organization shall make payment within 30 days after receipt of the invoice.
- b. Corporate Services will provide such services and assistance as may be necessary to transfer, promptly and in confidence all records of services rendered and work in progress related to the performance under the Agreement, to any third party selected by the Organization. Such a transfer shall be subject to and in accordance with all legal and contractual confidentiality regulations and obligations.

10. This Agreement, as it may be amended or modified in writing, supersedes all prior understandings, transactions, communications and writings with respect to the subject matter hereof.

11. Corporate Services shall not assign this Agreement or any part thereof without the prior written consent of the Organization, which consent shall not be unreasonably withheld.

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

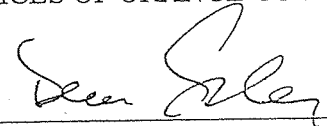
IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written.

TOWN OF NEWBURGH

BY 

TITLE Deputy Supervisor

CATHOLIC CHARITIES COMMUNITY
SERVICES OF ORANGE COUNTY

BY 

TITLE DEAN SCHER PhD LCSW
EXECUTIVE DIRECTOR

SCHEDULE A

1. Fees: In consideration of the services provided to Organization under the Agreement, Organization shall pay to Corporate Services an annual fee of \$5,390.00 .

Payment: The fees shall be payable as follows:

2. This payment shall be made quarterly.
3. Annual Hours: The parties agree that Case Management Services shall be limited to a maximum of 638 hours annually.
4. Additional Fees: To the extent that Covered Members require additional Case Management Services, Organization shall pay Corporate Services \$65.00 per hour.
5. Covered Members: Covered Members under the Agreement are all full time and part time employees and their families. Organization represents and warrants to Corporate Services that there are approximately 220 Covered Members.

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

[see following page]

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, is entered into as of August 15, 2014, by and between Town of Newburgh (the "Covered Entity") having its principal office at 1496 Route 300, Newburgh, NY 12550 and Catholic Charities Community Services of Orange County (the "Business Associate") having its principal office at 305 North Street, Middletown, New York 10940.

WITNESSETH:

Whereas, the Covered Entity as of today entered into an employee assistance program services agreement (the "Agreement") with the Business Associate, whereby the Business Associate has agreed to provide certain services to the Covered Entity;

Whereas, to provide such services to the Covered Entity, the Business Associate must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA");

Whereas, to comply with the requirements of the Privacy Standards, the Covered Entity must enter into this Business Associate Agreement with the Business Associate.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms, which are not otherwise defined in this Business Associate Agreement, shall have the meanings set forth in either HIPAA or the Privacy Standards.

2. Obligations and Activities of the Business Associate. The Business Associate agrees:

2.1 Duty Not to Use or Disclose PHI. Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law (as defined in the Privacy Standards);

2.2 Duty to Safeguard PHI. To use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;

2.3 Duty to Mitigate Damage Caused by Improper Disclosure. To mitigate, to the extent practicable, any harmful effect that is known to the Business

Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;

2.4 Duty to Report Disclosure. To report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware;

2.5 Duty to Ensure Agents Agree to Same Restrictions. To ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity agrees to the same restrictions and conditions that apply through this Business Associate Agreement to the Business Associate with respect to such PHI;

2.6 Duty to Provide Access. To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Standards), to the Covered Entity or, as directed by the Covered Entity, to the person who is the subject of the PHI (as defined in the Privacy Standards, the "Individual") to meet the requirements under 45 CFR 164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.7 Duty to Make Amendments. To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

2.8 Duty to Make Records Available. To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services, or his designee (collectively, the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's compliance with the Privacy Standards;

2.9 Duty to Document Disclosures. To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528; and

2.10 Duty to Provide Information. To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

3. Permitted Uses and Disclosures by the Business Associate.

3.1 Permitted Uses and Disclosures. Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Standards if done by the Covered Entity.

3.2 Specific Uses and Disclosures Provisions. Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

a. Use for management and administration. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and

b. Disclose for management and administration. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of the Covered Entity. The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI; and (d) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

5. Term and Termination.

5.1 Term. The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the

Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement and the Agreement if the Business Associate has breached a material term of this Business Associate Agreement and cure is not possible. If neither termination nor cure is feasible, the Cover Entity shall report the breach or violation to the Secretary.

5.3 Effect of Termination.

a. Return or Destruction of PHI. Except as provided in Section 5.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

b. Return or Destruction of PHI Infeasible. In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

6. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Standards means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question.

7. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Standards and HIPAA.

8. Survival. The respective rights and obligations of the Business Associate under Section 5.3 above shall survive the termination of this Business Associate Agreement.

9. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy Standards.

10. Indemnification. Each party shall indemnify, hold harmless and defend the other party from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of the first party arising from the representations, duties and obligations of such party under this Agreement.

11. **State Law.** This Business Associate Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law.

12. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth in the first paragraph of this Business Associate Agreement or below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.

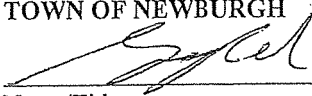
13. **Entire Agreement; Modification.** This Business Associate Agreement represents the entire agreement between the Business Associate and the Covered Entity relating to the subject matter hereof. No provision of this Business Associate Agreement may be modified, except in writing, signed by the parties.

14. **No Third Party Beneficiaries.** There shall be no third party beneficiaries to this Business Associate Agreement, and no individual (including an "Individual" as defined in the Privacy Standards) or entity who is not a party to this Business Associate Agreement shall have any rights in connection with a breach or violation of this Business Associate Agreement.

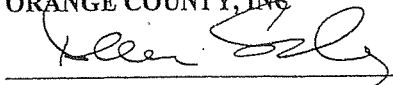
15. **Binding Effect.** This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first above written.

TOWN OF NEWBURGH


Name/Title: Deputy Supervisor

CATHOLIC CHARITIES COMMUNITY SERVICES OF
ORANGE COUNTY, INC


Name/Title:

DEAN SCHER PhD LCSW
EXECUTIVE DIRECTOR

9A



AMENDMENT NO. 3

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

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

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

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

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

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

WHEREAS, OWNER has requested ENGINEER to provide design and construction services to implement the recommendations of the SSES.

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

BASIC SERVICES

A. Final Design Phase.

1. This project will include the design of rehabilitation measures for the existing 6-inch and 8-inch sanitary sewers in the existing Meadow Hill South Sewer District. The design will include manhole cementitious waterproofing, manhole drilling and grouting and manhole frame resetting or replacement, CIPP short spot liners, sewer joint grouting, lateral grouting, lateral CIPP lining (pilot program of 10 laterals), open cut lateral replacement, all within the public right-of-way, as detailed in GHD's July 2016 Report entitled Meadow Hill South Sewer District Sewer System Evaluation Survey. Once approved by the Owner, and upon written authorization from Owner, Engineer shall:
 - a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project. Furnish drawings and specifications to governmental authorities, utility, road and property owners for their review and approval. Assist Owner in consultations with such authorities and revise the drawings and specifications as appropriate, in response to directives from such authorities.
 - c. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

- d. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents after all governmental authority approvals have been obtained. The bidding documents will use Town standards for agreement and conditions. Within 10 days of receipt, Owner shall submit to Engineer any comments and instructions for revisions. Town review will occur concurred with regulatory review.
 - e. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 10 calendar days after receipt of Owner's comments and instructions.
2. Engineer's services under the Design Phase will be considered complete on the date when the required submittals have been delivered to Owner and all approvals have been received from governmental authorities. Engineer will furnish final drawings and specifications to governmental authorities within 45 calendar days from authorization to proceed with this phase. The timeframe for the completion of this phase will be contingent upon the time required for governmental authorities to complete their review
 3. The number of prime contracts for work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one.

B. Bidding Phase.

1. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - a. Reproduce 20 sets of contract documents and forward 16 sets to the Owner for the Owner's distribution to prospective bidders. Send two sets to construction advertisement agencies. Two sets will be retained by the Engineer.
 - b. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - c. Review bid proposals received and provide a recommendation for award of the contract.
2. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

C. Construction Phase.

1. Upon successful completion of the Bidding Phase, and upon written authorization from Owner, Engineer shall:
 - a. **General Administration of Construction Contract.** Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - b. **Resident Project Representative (RPR).** Provide the services of an RPR at the Site to assist the Engineer and provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below. The RPR will be provided over an anticipated 44 days construction period for a total budget of 352 hours.

- c. **Selecting Independent Testing Laboratory.** Assist Owner in the selection of an independent testing laboratory to perform required services, if applicable.
- d. **Pre-Construction Conference.** Participate in a Pre-Construction Conference prior to commencement of Work at the Site. Issue minutes of the meeting.
- e. **Progress Meetings.** Participate in two Progress Meetings to assess Contractor's progress of work. Meeting agenda and subsequent minutes will be provided by Engineer.
- f. **Schedules.** Receive, review, and determine the acceptability of schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. **Defective Work.** Reject work if, on the basis of Engineer's observations, Engineer believes that such Work: (a) is defective under the standards set forth in the Contract Documents; (b) will not produce a completed Project that conforms to the Contract Documents; or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- h. **Clarifications and Interpretations; Field Orders.** Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- i. **Change Orders and Work Change Directives.** Recommend change orders and work change directives to Owner, as appropriate, and prepare and distribute change orders and work change directives as required.
- j. **Shop Drawings and Samples.** Review and approve or take other appropriate action in respect to Shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Such reviews and approvals or techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- k. **Substitutes and "Or-Equal."** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- l. **Inspections and Tests.** Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certifications or inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- m. **Disagreements Between Owner and Contractor.** Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's work; review each duly submitted Claim by Owner of Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so work be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- n. **Applications for Payment.** Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- 1) Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review that to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's payment will impose on Engineer responsibility to supervise, direct or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions of programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposed Contractor has used the monies paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- o. **Contractor's Completion Documents.** Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited.
- p. **Substantial Completion.** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a Certificate of Substantial Completion to Owner and Contractor.
- q. **Record Drawings.** Provide an electronic copy of record drawings based on marked-up record drawings from the Contractor.
- r. **Final Notice of Acceptability of the Work.** Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

2. **Duration of Construction Phase.** The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Construction Phase services will be provided over an anticipated 3½-month contract period with two months of active construction.
3. **Limitation of Responsibilities.** Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety of security at the Site, or for safety precautions and programs incident to Contractor's Work during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

D. Duties, Responsibilities, and Limitations of Authority of Resident Project Representative (RPR).

1. Engineer shall furnish an RPR to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
2. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field check or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress or for any failure of a Contractor to comply with Laws and Regulations applicable to such Contractors performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. The duties and responsibilities of the RPR are as follows:
 - a. **General.** RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions; RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of an under the direction of Engineer.
 - b. **Schedules.** Review the progress schedule, schedule of shop drawings and sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - c. **Conferences and Meetings.** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - d. **Liaison.**
 - 1) Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - 2) Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - 3) Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

- e. **Interpretation of Contract Documents.** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- f. **Shop Drawings and Samples.**
 - 1) Record date or receipt of samples and approved shop drawings.
 - 2) Receive samples which are furnished at the Site by Contractor, and notify Engineer of availability of samples for examination.
 - 3) Advise Engineer and Contractor of the commencement of any portion of the Work requiring a shop drawing or sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- g. **Modifications.** Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- h. **Review of Work and Rejection of Defective Work.**
 - 1) Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - 2) Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not conform to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- i. **Inspections, Tests, and System Start-Ups.**
 - 1) Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - 2) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - 3) Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Engineer.
- j. **Records.**
 - 1) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions or original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, shop drawing and sample submittals received from and delivered to Contractor and other Project-related Documents.

- 2) Prepare a daily report or keep a diary or log book recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer.
- 3) Record names, addresses, fax numbers, email addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.
- 4) Maintain records for use in preparing Project documentation.
- 5) Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

k. Reports.

- 1) Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 2) Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- 3) Furnish to Engineer and Owner all copies of all inspection, test, and system start-up reports.
- 4) Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

l. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations for Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated into the Work.

m. Certificates, Operations and Maintenance Manuals. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forward to Owner prior to payment for that part of the Work.

n. Completion.

- 1) Participate in visits to the Project Site to determine Substantial Completion and the preparation of lists of items to be completed or corrected.
- 2) Participate in a final visit to the Project Site in the company of the Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- 3) Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

4. Resident Project Representative shall not:

- a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

- b. Exceed limitation of Engineer's authority as set forth in this Agreement.
- c. Undertake any of the responsibilities of the Contractor, Subcontractors, or Suppliers.
- d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner of Contractor.
- f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- g. Accept shop drawing or sample submittals from anyone other than Contractor.
- h. Authorize Owner to occupy the Project in whole or in part.

PAYMENTS TO ENGINEER

The above Scope of Services will be provided for a fee of \$87,900, paid in accordance with the following:

- Design Approvals and Bidding\$24,300 (Lump Sum)
- Bidding\$4,200 (Lump Sum)
- Construction Administration.....\$20,200 (Hourly)
- Resident Representation\$39,200 (Hourly)
- Total.....\$87,900**

SCHEDULE

Based on Notice to Proceed received September 6, 2016:

- Design..... September 15, 2016 to October 30, 2016
- Approvals..... October 30, 2016 to November 30, 2016
- Bidding/Award November 30, 2016 to January 31, 2017
- Construction..... February 1, 2017 to May 15, 2017

AUTHORIZATION

The return of one signed copy of this Amendment No. 3 constitutes acceptance of this Amendment and shall be written authorization for ENGINEER to proceed with the Scope of Service outlined above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 3 as of the last date entered below.

ENGINEER:

OWNER:

GHD CONSULTING SERVICES INC.

TOWN OF NEWBURGH, NEW YORK

By: _____
Kevin Castro, P.E.

By: _____

Title: _____
Principal

Title: _____

Date: _____

Date: _____

KC/jas

9B

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *jwo*
DATE: September 6, 2016
RE: **GARDNERTOWN ROAD CULVERT REPLACEMENT**

Attached for your review and approval is the proposal from CHA \ R.K. Hite for the additional R.O.W. Acquisition services. The total fee is \$30,727.

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

Attachment

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

SUPPLEMENTAL AGREEMENT NO. 1

Scope of Services

EXECUTIVE SUMMARY

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

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

This Scope of Services adds Right of Way Incidentals and Acquisition and the corresponding support services to the agreement. Acquisition of Right of Way is now required as a result of the determination of the existing highway boundary, combined with completing the alternatives analysis.

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

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

1.04 Categorization of Work

Project work is generally divided into the following sections:

- Section 1 General
- Section 5 Right-of-Way
- Section 10 Estimating & Technical Assumptions

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

1.07 Cost and Progress Reporting

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

1.10 Subconsultants

The **Consultant** will be responsible for:

- coordinating and scheduling work, including work to be performed by subconsultants.
- technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.
- providing a copy of the prime/subconsultant agreement to the **Municipality** upon request.

SECTION 5 - RIGHT-OF-WAY

SEE ALSO R.K. HITE SCOPE OF SERVICES ATTACHED

5.03 Right-of-Way Survey and Mapping

The **Consultant** will perform survey needed to accurately determine existing right-of-way (ROW) limits and establish side property lines. The **Consultant** will obtain tax maps, tax rolls, deeds, field maps, record plans and other data relative to the origin of the rights-of-way and record boundaries within the project limits. The **Consultant** will review record data and develop list of potential evidence to be considered in the establishment of the record right-of-way and property boundaries. The **Consultant** will provide supplemental surveys where needed for design purposes and to keep the survey and mapping current. Survey will be done in accordance with the standards set forth in the *NYS DOT Land Surveying Standards and Procedures Manual* and in accordance with industry standards and/or as may described in Section 10.

The **Consultant** will meet with the Municipality to discuss the types of ROW acquisitions required and the limits of acquisition lines. The **Consultant** will prepare acquisition maps in accordance with the format specified by the **Municipality**. The **Consultant** will prepare all map revisions or additions that are determined necessary during the course of the project.

SEE ALSO R.K. HITE SCOPE OF SERVICES

Section 10 – Technical Assumptions

1.07 Cost and Progress Reporting

Assume nine (9) additional reporting periods as a result of the additional time needed for the ROW process.

5.03 Right-of-Way Survey and Mapping

- A. CHA shall prepare two (2) maps and descriptions for the acquisition of property from the following properties, located in the Town of Newburgh, New York:
1. TMP# 75-1-4.12 – Lands of Gardner Ridge Associates, LLC, and
 2. TMP# 75-1-5 – Lands of P&T Newburgh, LLC
- B. Specifics of the survey shall be as follows:
- Perform record research at the Orange County Clerk’s Office, and at the Town of Newburgh to obtain current deeds of record and maps for the subject parcels streets, and adjoining properties.
 - Perform field reconnaissance and survey to locate existing evidence of occupation and monumentation along the parcel boundaries.
 - Perform office computations and analysis to compare the record boundary information to the physical evidence located at the time of the field survey. CHA will notify the Town should any discrepancies be discovered.
 - Prepare mapping and legal descriptions suitable for the use in transferring Title to Real Property, for filing with Orange County and with the Town of Newburgh.
- C. Project requires current NYS Department of Labor Prevailing Wage Rates for field survey personnel.
- D. The setting of boundary monumentation is not required.
- E. The Town shall assist in obtaining all necessary permissions to allow CHA and their employees to enter upon the above mentioned properties to complete this project.
- F. No more than one (1) take line review meeting will be required.

Exhibit C, Page 1
Summary

CHA Consulting, Inc.

PIN 8702.03
Gardnertown Road over Gidney Creek
Town of Newburgh
Orange County
Supplemental Agreement No. 1
9/6/2016

	Incidental (.221) Acqui
Direct Technical Salaries (estimated) (subject to audit)	\$4,860
Direct Technical Salaries Premium Portion of Overtime (estimated) (subject to audit)	\$0
Direct Non-Salary Cost (estimated) (subject to audit)	\$1,168
Direct Non-Salary Cost (estimated) (Sub-Contractor Cost) (subject to audit)	\$0
Overhead (138%) (subject to audit)	\$6,707
Fixed Fee (negotiated)	\$1,600
Direct Non-Salary Cost (estimated) (Sub-Consultant Cost - R.K. Hite, Inc.)	\$9,557
Total Estimated Cost INCIDENTAL ACQUISITION	<u>\$23,892</u>
TOTAL	<u>\$ 6,834</u>
	<u>\$ 30,727</u>

**Exhibit A, Page 1
Salary Schedule**

CHA Consulting, Inc.

**PIN 8702.03
Gardnertown Road over Gidney Creek
Town of Newburgh
Orange County
Supplemental Agreement No. 1
9/6/2016**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATE	
		PRESENT 4/1/2016	PROJECTE 4/1/2017
PRINCIPAL	IX (A)	\$ 73.50	\$ 73.5
MANAGING ENGINEER	VIII (A)	\$ 73.50	\$ 73.5
SENIOR PRINCIPAL ENGINEER	VII (A)	\$ 73.50	\$ 73.5
PRINCIPAL ENGINEER	VI (A)	\$ 67.53	\$ 70.2
SENIOR ENGINEER	V (A)	\$ 50.93	\$ 52.9
PROJECT ENGINEER	IV (A)	\$ 39.54	\$ 41.1
ASST PROJECT ENGINEER	III (A)	\$ 34.17	\$ 35.5
ENGINEER I/II	III (A)	\$ 26.77	\$ 27.8
PRIN ENG TECH	IV (N)	\$ 46.00	\$ 47.8
SR ENGR TECH	III (N)	\$ 34.47	\$ 35.8
ENGR TECH DRAFTER	II (N)	\$ 24.82	\$ 25.8
ASST ENGR TECH	I (N)	\$ 19.81	\$ 20.6
TECHNICAL TYPIST	NA	\$ 23.79	\$ 24.7
SENIOR PRINCIPAL PLANNER	VII (A)	\$ 73.50	\$ 73.5
PRINCIPAL PLANNER	VI (A)	\$ 55.12	\$ 57.3
SENIOR PLANNER	V (A)	\$ 46.34	\$ 48.1
PLANNER	III (A)	\$ 31.96	\$ 33.2
SENIOR PRINCIPAL SCIENTIST	N/A	\$ 73.50	\$ 73.5
SENIOR SCIENTIST	V (A)	\$ 42.85	\$ 44.5
SCIENTIST IV	IV (A)	\$ 32.94	\$ 34.2
SCIENTIST III	III (A)	\$ 30.94	\$ 32.1
SCIENTIST II	III (A)	\$ 25.24	\$ 26.2
MANAGING LANDSCAPE ARCHITECT	VIII (A)	\$ 73.50	\$ 73.5
PRINCIPAL LANDSCAPE ARCHITECT	VII (A)	\$ 73.50	\$ 73.5
SR LANDSCAPE ARCHITECT	V (A)	\$ 51.98	\$ 54.0
LANDSCAPE ARCHITECT IV	IV (A)	\$ 35.21	\$ 36.6
LANDSCAPE ARCHITECT I	III (A)	\$ 32.29	\$ 33.5
SENIOR SURVEYOR	IV (N)	\$ 56.01	\$ 58.2
PARTY CHIEF	III (N)	\$ 20.00	\$ 20.8
INSTRUMENT PERSON	II (N)	\$ 19.00	\$ 19.7

*OVERTIME POLICY

Category A - no overtime compensation.

R.K. Hite & Co. Inc.

Right of-Way Services Proposal

**PIN 8702.03 – Gardnertown Rd. over Gidney
Creek**

Section 5 – Right of Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The Municipality will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Municipality determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The Consultant will undertake an on-going review and analysis of right of way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The Consultant will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

- 5.0121 For the acquisition of temporary easements, the Consultant will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.
- 5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The Consultant will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The Consultant will submit the Title Certifications to the Municipality.

- 5.0131 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant's Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.
- 5.0132 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant's Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.
- 5.0133 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant's Attorney will review the Abstract and issue a Title Certification.
- 5.0134 The Municipality will acknowledge the receipt of each Title Certification and provide the Consultant, on a per parcel basis, a list of the property owners

and other compensable property interests. The Municipality will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey

No services required.

5.03 Right of Way Mapping

The Consultant will review acquisition maps prepared by others.

5.04 INTENTIONALLY LEFT BLANK

5.05 Right of Way Cost Estimates

The Consultant will provide cost estimates for the right of way to be acquired by the Municipality on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

No services required.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the Consultant will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The Consultant will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The Consultant will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans

- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The Consultant will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan.

The Consultant will insure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The Consultant will insure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the Consultant must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The Consultant will provide 1 original bound real property appraisal report with photo copies of photos for each acquisition.

5.0721 For uncomplicated acquisitions of real property rights valued at less than \$125,000, the Consultant will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.

5.0722 For acquisitions of entire real property interests, the Consultant will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the

Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

- 5.0723 For partial acquisition of real property rights valued at \$25,000 or more with no indirect damages to improvements, the Consultant will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0724 For partial acquisition of real property rights valued at \$25,000 or more with indirect damages to improvements, the Consultant will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0725 For acquisitions of real property rights valued over \$300,000, the Consultant will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The Consultant will perform a separate review of each appraisal. The Consultant will insure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The Consultant will review the appraisal reports for compliance with state and federal standards. The Consultant will take corrective actions. The review appraiser will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary
- Assure real property appraisal development and reporting are in accordance with the appraisal subcontract

- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The Consultant will provide the Municipality with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The Municipality will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the Municipality's highest approved appraisal. Because time is of the essence, the Municipality will provide the just compensation amounts in writing to the Consultant within 10 days of its receipt of the preliminary appraisal reviews from the Consultant.

5.092 Written Offer

The Consultant will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the Municipality as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - a description and location identification of the real property
 - the interest in the real property being acquired
 - where appropriate, the statement will identify any separately held ownership interest in the property (i.e. tenant-owned improvement) and indicate that the interest is not covered by the offer

- o Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

The Consultant will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The Consultant will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The Consultant will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The Consultant will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

- o Substantial contacts
- o Efforts to achieve amicable settlements
- o Responsiveness to owners' counter proposals
- o Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- o parties contacted
- o date and location of contact
- o offers made [dollar amounts]
- o counteroffers received
- o property owner's comments
- o reason(s) settlement could not be reached

5.094 Purchase Agreements

The Consultant will submit real property acquisition documents to the Municipality for recommended action on settlements:

- o Approval of negotiated settlements
- o Action on proposed administrative settlements

- Referral to the Municipality attorney for initiation of eminent domain proceedings

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

The Consultant will consider any presentations made by the property owner which might affect the value of the property. The Consultant may make recommendations to the Municipality to adjust the written offer. The Municipality may revise the just compensation based on the information provided by the property owner.

The Consultant will document the justification for revising the just compensation.

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The Consultant and/or the Municipality may recommend administrative settlements. Administrative settlements are settlements in excess of the Municipality's just compensation determination.

The Municipality will have final approval to authorize administrative settlements.

The Consultant will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e. probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The Municipality will not require any property owner to surrender possession of real property before the Municipality pays the agreed purchase price.

- 5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over \$25.00.
- 5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.
- 5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.
- 5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.
- 5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 10 – Estimating & Technical Assumptions

Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1

- 1.07 Estimate **9** cost and progress reporting periods will occur during the life of this agreement

Section 5

- 5.011 Estimate **1** meeting(s) with the Municipality.
- 5.0121 Estimate **0** temporary easement title search
- 5.0122 Estimate **2** last owner title searches
- 5.0123 Estimate **0** 20 year title searches
- 5.0124 Estimate **0** full abstracts.
- 5.0131 Estimate **2** last owner title certifications.
- 5.0132 Estimate **0** 20 year title certifications.
- 5.0133 Estimate **0** full abstract certifications.
- 5.03 Estimate **2** acquisition map reviews.
- 5.05 Estimate **1** right of way cost estimate(s).
- 5.061 Estimate **0** Informational Meetings
- 5.062 Estimate **0** EDPL Public Hearings
- 5.071 Estimate **2** Preliminary Property Owner Interviews.
- 5.0721 Estimate **2** Limited Appraisal Reports.
- 5.0722 Estimate **0** Full Take Appraisal Reports.
- 5.0723 Estimate **0** Before & After (land only) Appraisal Reports.
- 5.0724 Estimate **0** Before & After Appraisal Reports.

- 5.0725 Estimate 0 properties requiring two independent appraisal reports.
- 5.08 Estimate 2 appraisal reviews.
- 5.09 Estimate 1 meetings with the Municipality.
- 5.092 Estimate 2 offer packages.
- 5.093 Estimate 3 negotiation contacts per property owner.
- 5.095 Estimate 1 revisions to Just Compensation
- 5.096 Estimate 0 Administrative Settlements.
- 5.0971 Estimate 0 partial release(s) of mortgage.
Estimate 0 Lien subordination agreements.
Estimate 0 Lien satisfactions.
Estimate 2 miscellaneous title curative issues.
- 5.0972 Estimate 2 property tax proration calculations.
- 5.0973 Estimate 2 closing packages.
- 5.098 Estimate 1 right of way certificates.

Technical Assumptions

- Assume 2 properties with 2 distinct owners will be impacted by the project.
- Assume 2 fee acquisitions will be valued less than or equal to \$10,000 each.
- Assume acquisition maps will be provided by others.

Exhibit B, Page 1
 Specific Hourly Rate Schedule
 August 16, 2016 (rev0)
 R.K. Hite & Co., Inc.

Project Title: Gardnertown Rd over Gidney Cr
 PIN: 8702.03
 Town: Newburgh
 County: Orange

Job Title	Hourly Rates			Overtime Category
	Projected (2016)	Projected (2017)	Maximum	
Principal	\$120.00	\$125.00	\$125.00	A
Project Manager	\$95.00	\$97.00	\$97.00	A
Appraisal Reviewer	\$90.00	\$90.00	\$90.00	B
Relocation Specialist	\$90.00	\$90.00	\$90.00	B
Field Coordinator	\$65.00	\$70.00	\$70.00	B
Property Rights Specialist	\$64.00	\$65.00	\$65.00	B
Title Specialist	\$62.00	\$63.00	\$63.00	B
Title Examiner	\$64.00	\$65.00	\$65.00	B
Data Manager	\$75.00	\$75.00	\$75.00	B
Data Technician	\$60.00	\$61.00	\$61.00	B
Secretary	\$40.00	\$40.00	\$40.00	B
Title Attorney	\$100.00	\$100.00	\$100.00	A
Appraiser	\$90.00	\$90.00	\$90.00	A
EDPL Attorney	\$225.00	\$225.00	\$225.00	A

NOTE:
 Hourly rates shall not exceed those shown above.

OVERTIME POLICY

- Category A: No overtime compensation.
- Category B: Overtime compensated at straight time rate.

Project Title: Gardnertown Rd over
Gidney Cr
PIN: 8702.03
Town: Newburgh
County: Orange

EXHIBIT B, PAGE 2
August 16, 2016 (rev0)

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION	JOB TITLE								TOTALS			
		PROJECT MANAGER	APPRAISAL REVIEWER	PROPERTY RIGHTS SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN	SECRETARY				
GENERAL													
1.05	Project Familiarization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00	9.00
	SUBTOTAL	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	3.00	9.00
INCIDENTAL PHASE													
5.01	Abstract Request Map and Title Search	3.00	0.00	4.00	20.00	2.00	0.00	0.00	0.00	0.00	4.00	3.50	36.50
5.02	Right of Way Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping	0.50	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	4.50
5.04	Right of Way Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
5.06	Public Hearings/Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.07	Property Appraisals	1.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	1.50	15.50
5.08	Appraisal Reviews	0.50	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	12.50
5.10	Relocation Assistance (Incidental Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL	7.00	10.00	15.00	21.00	2.00	0.00	0.00	0.00	0.00	9.00	7.00	71.00
ACQUISITION PHASE													
5.09	Negotiations & Property Acquisition	6.25	1.00	32.00	13.00	0.00	0.00	0.00	0.00	0.00	14.75	14.75	81.75
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL	6.25	1.00	32.00	13.00	0.00	0.00	0.00	0.00	0.00	14.75	14.75	81.75
TOTAL HOURS		16.25	11.00	47.00	34.00	2.00	0.00	0.00	0.00	0.00	26.75	24.75	161.75
PROJECTED HOURLY RATE		\$97.00	\$90.00	\$65.00	\$63.00	\$65.00	\$75.00	\$61.00	\$40.00				
LABOR COST		\$1,576.25	\$990.00	\$3,055.00	\$2,142.00	\$130.00	\$0.00	\$1,631.75	\$990.00	\$0.00	\$1,631.75	\$990.00	\$10,515.00

Project Title: Gardnertown Rd over
Gidney Cr
PIN: 8702.03
Town: Newburgh
County: Orange

Direct Non-Salary

R.K. HITE & CO., INC.

TASK	DESCRIPTION	TITLE ATTORNEY	APPRAISER	EDPL ATTORNEY	TOTALS
GENERAL					
1.05	Project Familiarization	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting	0.00	0.00	0.00	0.00
	SUBTOTAL	0.00	0.00	0.00	0.00
INCIDENTAL PHASE					
5.01	Abstract Request Map and Title Search	4.00	0.00	0.00	4.00
5.02	Right of Way Survey	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping	0.00	0.00	0.00	0.00
5.04	Right of Way Plan	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate	0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings	0.00	30.00	0.00	30.00
5.07	Property Appraisals	0.00	0.00	0.00	0.00
5.08	Appraisal Reviews	0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)	4.00	30.00	0.00	34.00
	SUBTOTAL	4.00	30.00	0.00	34.00
ACQUISITION PHASE					
5.09	Negotiations & Property Acquisition	2.00	0.00	0.00	2.00
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00
	SUBTOTAL	2.00	0.00	0.00	2.00
TOTAL HOURS		6.00	30.00	0.00	36.00
PROJECTED HOURLY RATE		\$100.00	\$90.00	\$225.00	
LABOR COST		\$600.00	\$2,700.00	\$0.00	\$3,300.00

EXHIBIT B, PAGE 3
 Estimate of Direct Non-Salary Cost.
 R.K. Hite & Co., Inc.
 August 16, 2016 (rev0)

Project Title: Gardnertown Rd over Gidney Cr
PIN: 8702.03
Town: Newburgh
County: Orange

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 2 Nights @ \$184.00 /night \$368.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles		
Incidental Phase						
To Site	Auto	2	600	1200		
Local	Auto	2	180	360		
Acquisition Phase						
To Site	Auto	2	180	360		
Local	Auto	0	10	0		
				1920	@	\$0.540 <u>\$1,036.80</u>

\$1,404.80

Reproduction, Drawings & Reports

\$111.25

Telephone

\$16.00

Postage & Deliveries

\$6.00

Supplies and Miscellaneous

\$378.00

Recording Fees

\$660.00

TOTAL DIRECT NON-SALARY COSTS

\$2,576.05

Project Title: Gardnertown Rd
over Gidney Cr

EXHIBIT B, PAGE 4
Summary
August 16, 2016 (rev0)
R.K. HITE & CO., INC.

PIN: 8702.03
Town: Newburgh
County: Orange

	<u>221 Incidental</u>	<u>222 Acquisition</u>	<u>TOTAL</u>
ITEM 1A, (estimated - subject to audit)	\$5,133.00	\$5,382.00	\$10,515.00
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$1,323.90	\$1,252.15	\$2,576.05
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title/Closing Attorney) (estimated -subject to audit)	\$400.00	\$200.00	\$600.00
Item II, Direct Non-Salary Cost (S EDPL Attorney) (estimated -subject to audit)	\$0.00	\$0.00	\$0.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	\$2,700.00	\$0.00	\$2,700.00
	\$9,556.90	\$6,834.15	<u>\$16,391.05</u>



10

TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344
FAX: (845) 561-2220

To: Town Board

From: Cheryl Cunningham, Animal Control

Subject: Authorization to pay Veterinarian Services Utilizing T-94 Account

Date: August 16, 2016

I am requesting authorization to use the T-94 account to pay for veterinary services from:
T.A.R.A

Totaling: \$270

Feline: \$270.00

Canine:

Attached please find the bills.

Thank you,
Cheryl Cunningham

Cc: Ron Clum, Accountant

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

Order No.

DO NOT WRITE IN THIS BOX

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

T.A.R.A., Inc.
P.O. Box 185
Warwick, NY 10990

TERMS _____

Date Voucher Received		FUND - APPROPRIATION	AMOUNT		VOUCHER NO.	
						VOUCHER NO.
		TOTAL				
Abstract No.						

Vendor's
Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
		Feline Spray	3	135 -
		Feline Nestler	3	135 -
COPY				
(See Instructions on Reverse Side)			TOTAL	270 -

CLAIMANT'S CERTIFICATION

I, Dorothy Perez, certify that the above account in the amount of \$ 270.00 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.

8-15-16
DATE

[Signature]
SIGNATURE

Office Clerk
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

AUTHORIZED OFFICIAL

INVOICE

The Animal Rights Alliance, Inc. (TARA)

60 Enterprise Place
 Middletown, NY 10941
 845-343-1000

Low-Cost Spay/Neuter Clinic

FOR: Town of Newburgh Animal Control
 645 Gilney Ave
 Newburgh, NY 12250
 (845) 561-3344

Printed: 08-15-16 at 11:45a
Date: 08-15-16
Account: 9241
Invoice: 28633

Date	For	Qty	Description	Net Price
08-15-16	Brook C-1	1	Ovariohysterectomy, Feline	45.00
08-15-16		1	Ear Cleaning	0.00
08-15-16		1	Nail Trim	0.00
08-15-16		1	Penicillin (Combi-Pen-48)	0.00
08-15-16		1	Rabies Vaccination, 1 Year	0.00
08-15-16	Captiva C-2	1	Ovariohysterectomy, Feline	45.00
08-15-16		1	Ear Cleaning	0.00
08-15-16		1	Nail Trim	0.00
08-15-16		1	Penicillin (Combi-Pen-48)	0.00
08-15-16		1	Rabies Vaccination, 1 Year	0.00
08-15-16	Clarice C-6	1	Ovariohysterectomy, Feline	45.00
08-15-16		1	Ear Cleaning	0.00
08-15-16		1	Nail Trim	0.00
08-15-16		1	Penicillin (Combi-Pen-48)	0.00
08-15-16		1	Rabies Vaccination, 1 Year	0.00
08-15-16	Moeb C-3	1	Castration, Feline	45.00
08-15-16		1	Penicillin (Combi-Pen-48)	0.00
08-15-16		1	Ear Cleaning	0.00
08-15-16		1	Nail Trim	0.00
08-15-16		1	Rabies Vaccination, 1 Year	0.00
08-15-16	Pikachu C-4	1	Castration, Feline	45.00
08-15-16		1	Penicillin (Combi-Pen-48)	0.00
08-15-16		1	Ear Cleaning	0.00
08-15-16		1	Nail Trim	0.00
08-15-16		1	Rabies Vaccination, 1 Year	0.00
08-15-16	Squirtle C-5	1	Castration, Feline	45.00
08-15-16		1	Penicillin (Combi-Pen-48)	0.00
08-15-16		1	Ear Cleaning	0.00
08-15-16		1	Nail Trim	0.00
08-15-16		1	Rabies Vaccination, 1 Year	0.00

Old balance	Charges	Payments	New balance
--------------------	----------------	-----------------	--------------------

100.00

270.00

0.00

370.00

Remarks:

11

Data Processing September 6th Town Board Meeting

Purchase of 36.36 computer maintenance hours at \$ 82.50 per hour for a total of \$ 3000.00
from Firthcliffe Technologies of Cornwall New York

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a surname that appears to be 'Pelle'.

Invoice

Firthcliffe Technologies, Inc.

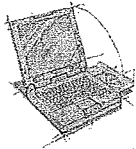
198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Date	Invoice #
8/16/2016	10313

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	Maintenance Agreement	3,000.00	3,000.00
0	-- Purchase of Block of 36.36 Hours for Computer Repair		0.00
Thank you for your business!		Total	\$3,000.00



Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Statement

Date
8/16/2016

To:
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

		Amount Due	Amount Enc.		
		\$2,356.83			
Date	Transaction	Amount	Balance		
			-1,760.05		
06/23/2016	Balance forward		-1,553.80		
06/27/2016	INV #10036. 6/24/16 Remote Administration (Bob)	206.25	-1,388.80		
06/28/2016	INV #10038. 6/27/16 Remote Administration (Bob)	165.00	-1,388.80		
06/29/2016	INV #10042. VOID: Maintenance Agreement - block of time	0.00	-1,388.80		
06/30/2016	INV #10046. 6/28/16 Remote Administration (Paul)	41.25	-1,347.55		
06/30/2016	INV #10050. 6/28/16 Remote Administration (Paul)	82.50	-1,265.05		
06/30/2016	INV #10051. 6/29/16 Remote Administration (Bob)	41.25	-1,223.80		
07/06/2016	INV #10069. 6/30/16 Premium Remote Labor Rate (Paul)	92.50	-1,131.30		
07/06/2016	INV #10070. 7/1/16 Service Call (Paul)	391.88	-739.42		
07/06/2016	INV #10072. 7/1/16 Remote Administration (Paul)	82.50	-656.92		
07/06/2016	INV #10079. 7/5/16 Remote Administration (Bob)	41.25	-615.67		
07/12/2016	INV #10111. JMF Labor to monitor server event logs & Daily Remote B/U July '16	275.00	-340.67		
07/19/2016	INV #10157. 7/14/16 Remote Administration (Paul)	41.25	-299.42		
07/19/2016	INV #10159. 7/15/16 Remote Administration - Code Compliance (Bob)	41.25	-258.17		
07/22/2016	INV #10171. 7/19/16 - Code Compliant (Bob)	82.50	-175.67		
07/25/2016	INV #10173. JMF Priority In Shop Labor (Jose)	138.75	-36.92		
07/25/2016	INV #10174. JMF Priority In Shop Labor (Jose)	138.75	101.83		
07/26/2016	INV #10184. 7/19/16 Service Call - Court (Jose)	82.50	184.33		
07/26/2016	INV #10186. 7/20/16 Service Call (Paul)	206.25	390.58		
07/27/2016	PMT #72605. Inv# 10042 ck 7/26/16	-3,000.00	-2,609.42		
07/28/2016	INV #10210. 7/20/16 Service Call (Jose)	41.25	-2,568.17		
07/28/2016	INV #10213. 7/25/16 Remote Administration (Bob)	41.25	-2,526.92		
07/28/2016	INV #10228. 7/25/16 Remote Administration - Water Dept (Fred)	82.50	-2,444.42		
08/01/2016	INV #10235. 7/29/16 Service Call (Fred)	82.50	-2,361.92		
08/05/2016	INV #10255. 8/2/16 Service Call - Highway (Bob)	123.75	-2,238.17		
08/05/2016	INV #10257. 8/2/16 Service Call - Highway (Bob)	41.25	-2,196.92		
08/05/2016	INV #10263. 8/3/16 Remote Administration (Paul)	41.25	-2,155.67		
08/05/2016	INV #10267. 8/5/16 Service Call - Highway (Bob)	41.25	-2,114.42		
08/05/2016	INV #10276. 7/28/16 Service Call (Jose)	82.50	-2,031.92		
08/10/2016	INV #10287. 8/9/16 Service Call (Bob)	82.50	-1,949.42		
08/10/2016	INV #10289. 8/9/16 Remote Administration (Paul)	41.25	-1,908.17		
08/15/2016	INV #10308. JMF Labor to monitor server event logs & Daily Remote B/U Aug.'16	275.00	-1,633.17		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
2,356.83	0.00	0.00	0.00	0.00	\$2,356.83

12A+B

DRAFT

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 September, 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

ORDER OF TOWN BOARD CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED WATER DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK BY THE ACQUISITION OF LANDS

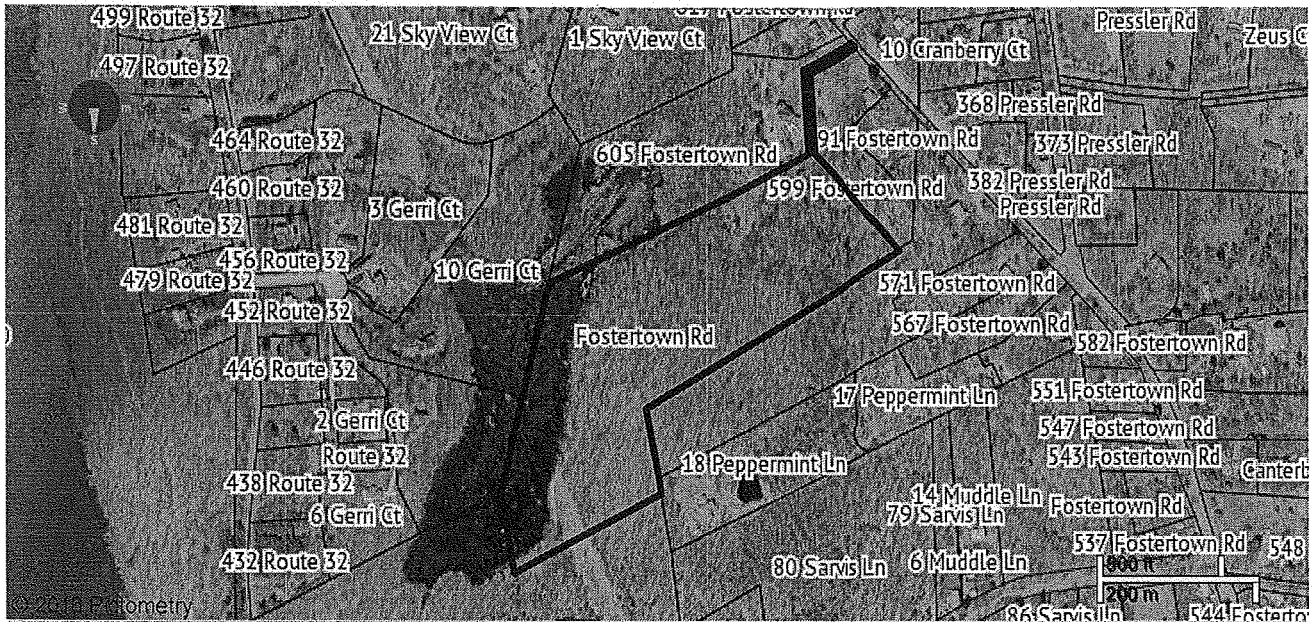
Councilman/woman _____ presented the following order which was seconded by Councilman/woman _____.

WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York, has duly cause to be prepared a map, plan and report, together with an estimate of the cost relating to the increase and improvement of the facilities of the Consolidated Water District within said Town consisting of the acquisition of an unimproved parcel land off Fostertown Road in the Town of Newburgh, New York 12550, shown on the tax map for the Town of Newburgh as Section 17, Block 1 Lot 106.2, at an estimated cost of \$_____ (which includes attendant engineering, surveying, environmental, legal, title, publication and filing costs); and

WHEREAS, the aforesaid project has been determined to be an "Unlisted" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of the Consolidated Water District in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law.

CONNECTEXPLORER



© 2016 Pictometry

map: Auto 04/16/2016 - 04/21/2016 (2016)

Cindy Martinez

From: John Gebhards <gebhards@earthlink.net>
Sent: Monday, August 22, 2016 1:46 PM
To: Gil Piaquadio; Rob Petrillo
Cc: Animal Hughes
Subject: FW: Deed sale open space screening_2016
Attachments: Deed sale open space screening_2016.doc

Gil and Robbie,
Please look at the attached info on a Chadwick Lake, 19.04 acre-parcel, 17-1-106.2. It is up for tax sale. Is this a parcel that Town of Newburgh would consider for further protection of the Chadwick Lake reservoir watershed?
John Gebhards

-----Forwarded Message-----

From: Jim Delaune
Sent: Aug 22, 2016 12:29 PM
To: 'Ali Church', gebhards@earthlink.net
Subject: FW: Deed sale open space screening_2016

Take a look at 97-1-31.2, is this of interest?
Jim

From: Church, David E [mailto:DChurch@orangecountygov.com]
Sent: Monday, August 22, 2016 11:12 AM
To: 'Jim Delaune' <jim@oclt.org>
Subject: FW: Deed sale open space screening_2016

Share with conservation pros.

David Church, AICP
Commissioner of Planning
Orange County, New York
845 615-3840
845 702-0050 (mobile)
www.orangecountygov.com/planning

From: Morris, Kelly D
Sent: Tuesday, August 16, 2016 12:28 PM
To: Church, David E
Subject: Deed sale open space screening_2016

Ok to send?

This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

This message has been scanned for malware.



Steven M. Neuhaus
County Executive

Orange County Department of Planning

124 Main Street
Goshen, NY 10924-2124
Tel: (845) 615-3840
Fax: (845) 291-2533

David Church, AICP
Commissioner

www.orangecountygov.com/planning
planning@orangecountygov.com

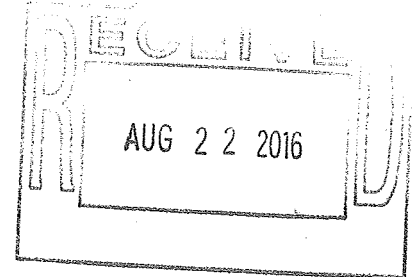
Memo

Date: 8/16/16

To: John McCarey, Director of Real Property

From: David Church, Commissioner of Planning

Regarding: Screening of Deed Sale Parcels for open space values



As requested by the Legislature of Orange County and consistent with established County policy, the Planning Department has reviewed the parcels acquired through tax foreclosure for their open space values. The Orange County Open Space Plan (2004) was used as a guide for defining these values. The Division of Real Property provided the Planning Department with a list of Deed Sale parcels; the following is a sub-list of the parcels within that list that were deemed to have open space value, along with a brief explanation of those values.

Municipality	Tax Parcel	Reason	Acres
Mount Hope	19-1-29	Parcel is on the Shawangunk Ridge, a regional conservation priority, and is adjacent to Huckleberry Ridge State Park.	38.40
Warwick	6-4-15	Parcel is located on Mount Eve, which is a conservation priority, and is adjacent to land protected by the Orange County Land Trust.	32.13
Newburgh	17-1-106.2	Parcel is in Chadwick Lake's watershed, and would likely be a priority parcel for the Town of Newburgh to acquire; the Town actively acquires parcels within the watershed in order to protect the quality of the Lake, which is a water supply for the Town.	19.04
Deerpark	54-1-4.21	Parcel is on the Shawangunk Ridge, a regional conservation priority, and is adjacent to Huckleberry Ridge State Park.	11.62
New Windsor	9-1-17	Parcel is at the base of Snake Hill Preserve, which is owned by Scenic Hudson.	8.89

Newburgh	97-1-31.2	Parcel abuts the Quassaick Creek and includes part of Harrison Pond. Protection of areas along this Creek are a priority for the Department, the Quassaick Creek Watershed Alliance, and other state and local entities.	6.94
Wallkill	6-1-43	Parcel is along the Shawangunk Creek and could be a priority parcel for the Town of Wallkill or a conservation entity to acquire.	3.87
Wallkill	6-1-43	Parcel is along the Shawangunk Creek and could be a priority parcel for the Town of Wallkill or a conservation entity to acquire.	3.76

Cc: S. Neuhaus
K. Hablow
L. S. Brescia
M. Bonacic
M. Turnbull
M. Amo

**TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK**

**CHADWICK LAKE RESERVOIR
WATERSHED PROTECTION**

**PROPOSED PROPERTY ACQUISITION
(TM # 17-1-106.2)**

TOWN OF NEWBURGH
1496 Route 300
Newburgh, NY 12550

CHADWICK LAKE RESERVOIR
WATERSHED PROTECTION

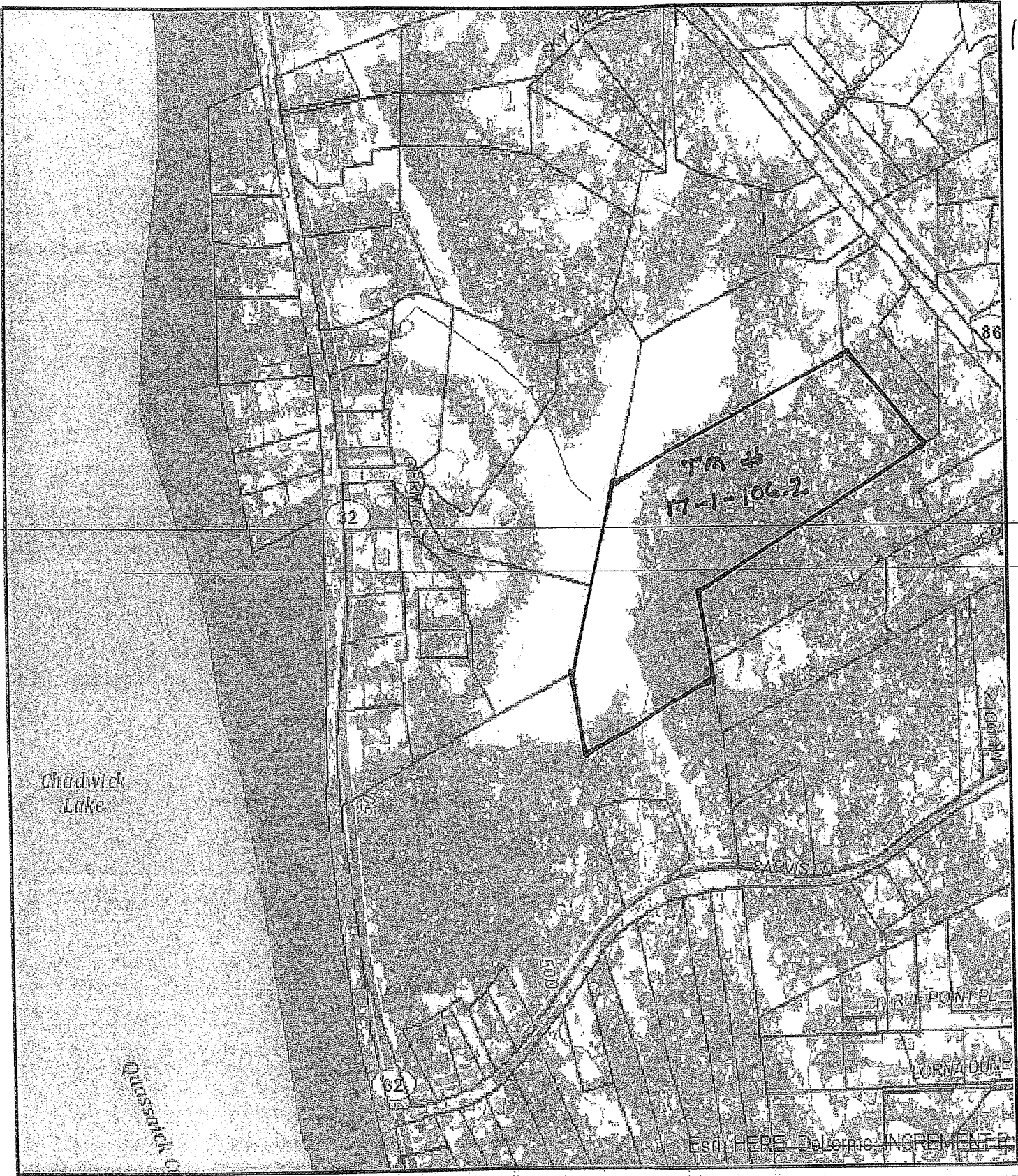
PROPOSED PROPERTY ACQUISITION
(TM # 17-1-106.2)

The Town of Newburgh is proposing to purchase a 19.9 acre parcel from Orange County through a tax sale. The parcel is identified as Tax Map # 17-1-106.2 and is located on the east side of Chadwick Lake Reservoir between NYS Route 32 and Fostertown Road as shown on the attached map. The parcel is in a Town designated Critical Environmental Area surrounding Chadwick Lake Reservoir and is zoned Reservoir Residential (RR) requiring a minimum of two acres for the construction of a single family house.

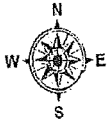
The parcel is currently undeveloped and is upland of an unnamed tributary to Chadwick Lake. Purchase of the property by the Consolidated Water District will prevent the construction of between four and eight homes depending on the soils on site, eliminating the construction of subsurface disposal systems and the installation of lawns and other landscaping. This will reduce the nitrogen and phosphorus loading on Chadwick Lake Reservoir.

The cost to purchase this 19.9 acre parcel is \$10,000 payable to Orange County. Financing of this amount is not a consideration and payment will be made from the 2016 Operating Budget. There will be no net increase in customer rates to pay for this purchase.

12B



CHADWICK LAKE RESERVOIR WATERSHED
Acquisition of TM# 17-1-106.2



Orange County G.I.S. Division 22 Wells Farm Rd Goshen, New York 10924 Phone: 845.615.3790

DISCLAIMER: This map is a product of Orange County Information Technology GIS Division. The data depicted here have been developed with extensive cooperation from other County departments, as well as other Federal, State and Local government agencies. Orange County make no representations as to the accuracy of the information in the mapping data, but rather, provide said information as is. Orange County expressly disclaim responsibility for damages or liability that may arise from the use of this map.

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 September, 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 IN OPPOSITION TO THE U.S. COAST GUARD'S ESTABLISHING NEW ANCHORAGES FOR COMMERCIAL VESSELS IN THE HUDSON RIVER GROUNDS

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

WHEREAS, in June 2016, the U.S. Coast Guard announced that it was soliciting comments and concerns from the public on a proposal to establish a large number of anchorage grounds for commercial vessels in the Hudson River that commercial tankers would use as rest stops; and

WHEREAS, the proposed anchorage grounds include but are not limited to a site at Roseton in the Town of Newburgh and additional sites in Newburgh, Milton and Marlborough; and

WHEREAS, research shows that the habitats of some fish have been affected by previous anchorage sites. Vessels containing volatile crude oil and petroleum products pose a serious risk. An anchored boat containing these hazardous materials could catch fire or spill toxic oil in the river. The health of communities that use the Hudson River for drinking water will be threatened. The sites would also take a toll on the scenic beauty of our region; at least three locations would block the view from popular tourist attractions. Moreover, many in our community are concerned about the impact of constant noise, light and smoke from anchored boats, as many of the proposed sites are nearby homes and businesses; and

WHEREAS, the said proposal would create health, safety environmental and economic problems for Hudson River communities.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Newburgh Town Board, hereby states its firm and unequivocal opposition to the proposed anchorages and urges the U.S. Coast Guard to conduct public meetings and include this document in the record as a statement of our position.

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:

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

The resolution was thereupon declared duly adopted.

14A

Vito Ponesse, Inc
6 Summerset Drive
Walkill, NY 12589
August 23, 2016

Gil Piaquadio, Supervisor & Town Board Members:

As the sole bidder for the Used Skid Steer with attachments, I wish to lower the bid I submitted from \$33,000.00 to the new adjusted bid of \$32,500.00. Thank you

Sincerely,

A handwritten signature in black ink, appearing to read 'Vito Ponesse', with a long horizontal line extending to the right.

Vito Ponesse, President



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, and Town Board Members
FROM: Todd DePew, Highway Superintendent
DATE: August 25, 2016
RE: Used Skid Steer w/attachments

Please award the bid for the Used Skid Steer w/attachments to the following vendor.

The funds are available and will be taken from 030.5130.0200. Thank you

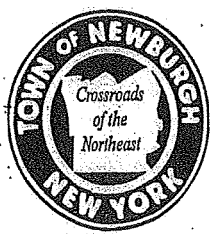
Used Skid Steer w/attachments

Vito Ponesse, Inc
6 Summerset Drive
Wallkill, NY 12589

Amount of the adjusted Bid: \$32,500.00

TD/ch
cc: John Platt, DPW Commissioner
Ron Clum, Accountant

Add on.
8E



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: July 18, 2016

RE: Skid Steer with attachments

I would like to go out to bid and purchase a used Skid Steer with attachments for the price not to exceed \$32,500.00, This is to be paid for from the Capital Reserve Equipment fund which is coming from the surplus equipment sales. This will require a referendum.

Accordingly please authorize the following: Highway Equip.

1. Withdrawal of \$32,500.00 from the Capital Reserve Fund for the purchase subject to the permissive referendum
2. Increase in the appropriated reserve account # 030.0030.511, for the said amount and
3. Increase in the budget line item # 030.5130.0200 for said amount

Thank you

APPROVED

DATE OF TOWN BOARD ACTION: JUL 18 2016

VOTE OF TOWN BOARD: 5-0

ANDREW J. ZARUTSKIE, TOWN CLERK

TD:ch

APPROVED

DATE OF TOWN BOARD ACTION: JUL 18 2016

VOTE OF TOWN BOARD: 5-0

ANDREW J. ZARUTSKIE, TOWN CLERK

APPROVED

DATE OF TOWN BOARD ACTION: JUL 18 2016

VOTE OF TOWN BOARD: 5-0

ANDREW J. ZARUTSKIE, TOWN CLERK

September 6th Agenda Building and Grounds

I am requesting our Highway Department Black Top the rear access road of our Police Department
For a cost not to exceed \$ 10,000.00

$$390 \times 20 = 7800 = 366 = 70 = 5,110$$

$$99 \times 290 = 6380 = 708 = 58 = 4,234$$

$$\underline{\$ 9,344}$$

PD Parking lot

From Highway Superintendent
Todd DeFow on 8-26-16



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

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

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

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

www.joneshacker.com

July 5, 2016

VIA E-MAIL - mtaylor@riderweiner.com

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

PLEASE REPLY TO:
Troy

Re: Gilspride Inc. v. Town of Newburgh
Index Nos. 2012-5675; 2013-6039; 2014-5298 & 2015-5357
Our File No. 5018.089

Dear Mr. Taylor:

Attached please find the proposed Consent Judgment relative to the above-referenced proceedings. The property, located at 1400 Route 300 (Tax Map No. 60-3-43), is a strip mall which is not fully occupied. There are currently four (4) years pending. After review of the rent roll, leases and review of the property and consideration of the cost of a trial and a trial-ready appraisal, Molly Carhart and I were able to reach a settlement with the petitioner which includes a reduction for 2016. Pursuant to RPTL §727, this settlement will be held for three (3) years. However, subject to the exceptions of RPTL §727, if there is a change in the occupancy rate of 25% or greater, the Town can review the assessment. We feel that is a fair settlement.

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

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

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

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

CLD:kah

Attachments

cc: Molly Carhart, Assessor
Gilbert Piaquadio, Supervisor

Our File #100-596

At a Special Term of the Supreme Court, State of New York, County of Orange, held at New York on the day of 2016.

P R E S E N T

Hon. Catherine M. Bartlett
Justice

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

CONSENT JUDGMENT

GILSPRIDE INC.

Petitioner,

-against-

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

Respondents,
-----X

<u>Index #</u>	<u>Tax Year</u>
2012-5675	2012/13
2013-6039	2013/14
2014-5298	2014/15
2015-5357	2015/16

Proceedings having been brought by GILSPRIDE INC., the Petitioner herein, to review the assessments by the Respondents located in the Town of Newburgh, designated as Section 60, Block 3, Lot(s) 43 on the tax maps and assessment rolls of the Town of Newburgh and owned by the Petitioner herein for the taxable status dates of March 1, 2012 (Tax Year: 2012/13), March 1, 2013 (Tax Year: 2013/14), March 1, 2014 (Tax Year: 2014/15) and March 1, 2015 (Tax Year: 2015/16); and

The issues of these proceedings having duly come before an IAS Part of the Court and the Petitioner, having appeared by CRONIN & CRONIN LAW FIRM, PLLC, SEAN M. CRONIN, ESQ., and the Respondents, Town of Newburgh by their attorney, E. STEWART JONES HACKER MURPHY,

LLP, CATHY L. DROBNY, ESQ., and the parties having agreed to a settlement of these proceedings;

NOW, upon the consent of the parties indicated by the signatures of the attorneys for each of the respective parties indicated hereon and due deliberation having been had thereon, it is

ORDERED, that the assessments on the property designated as Section 60, Block 3, Lot(s) 43 on the tax maps and for the taxable status dates March 1, 2012 (Tax Year: 2012/13), March 1, 2013 (Tax Year: 2013/14), March 1, 2014 (Tax Year: 2014/15) and March 1, 2015 (Tax Year: 2015/16) shall be amended and reduced to read as follows:

Desc.: 60-3-43:

<u>Taxable Status Date (Tax Yr.)</u>	<u>Name</u>	<u>Original Assessed Valuation</u>	<u>Amount of Reduction</u>	<u>Total Final Assessed Valuation</u>
March 1, 2012 (2012/13)	GILSPRIDE INC.	\$860,000	\$ 79,600	\$780,400
March 1, 2013 (2013/14)	GILSPRIDE INC.	\$860,000	\$129,250	\$730,750
March 1, 2014 (2014/15)	GILSPRIDE INC.	\$860,000	\$163,400	\$696,600
March 1, 2015 (2015/16)	GILSPRIDE INC.	\$860,000	\$195,000	\$665,000

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York, be and hereby is directed and authorized to audit, allow, and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, GILSPRIDE INC., the amounts,

if any, of County taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Commissioner of Finance of the County of Orange. If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Commissioner of Finance of the County of Orange, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Commissioner of Finance of the County of Orange, and it is further

ORDERED AND DIRECTED that the Commissioner of Finance of the County of Orange, State of New York be and hereby is directed and authorized to audit, allow, and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the petitioner, GILSPRIDE INC., the amounts, if any, of Town and ad valorem special districts taxes paid by the Petitioner as taxes against the said erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Receiver of Taxes of the Town of Newburgh. If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Receiver of Taxes of the Town of

Newburgh, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Receiver of Taxes of the Town of Newburgh, and it is further

ORDERED AND DIRECTED that the Trustees of the Newburgh School District, unless sooner paid, at the next budget or other appropriate meeting following the entry of this Order, shall audit, allow and pay to CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner, GILSPRIDE INC., that part of the taxes representing the School taxes which is in excess of what such taxes would have been if the assessment complained of had been herein audited and determined by this Order, without interest thereon, if payment is made within sixty (60) days of service of a certified copy of this Order upon the Trustees of the Newburgh School District. If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Trustees of the Newburgh School District, then statutory interest will be paid on the amount of any refund made, from the date of payment of the taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Trustees of the Newburgh School District, and it is further

ORDERED AND DIRECTED that upon compliance with the terms of this Order, the above captioned proceedings be, and the same hereby are discontinued without costs to either party as against the other.

Date:

E N T E R:

J.S.C.

Entry of the foregoing Order is hereby consented to:

CRONIN & CRONIN LAW FIRM, PLLC
Attorneys for Petitioner



BY: SEAN M. CRONIN, ESQ.
200 Old Country Road
Suite 470
Mineola, New York 11501

E. STEWART JONES HACKER MURPHY, LLP
Attorney for Respondents

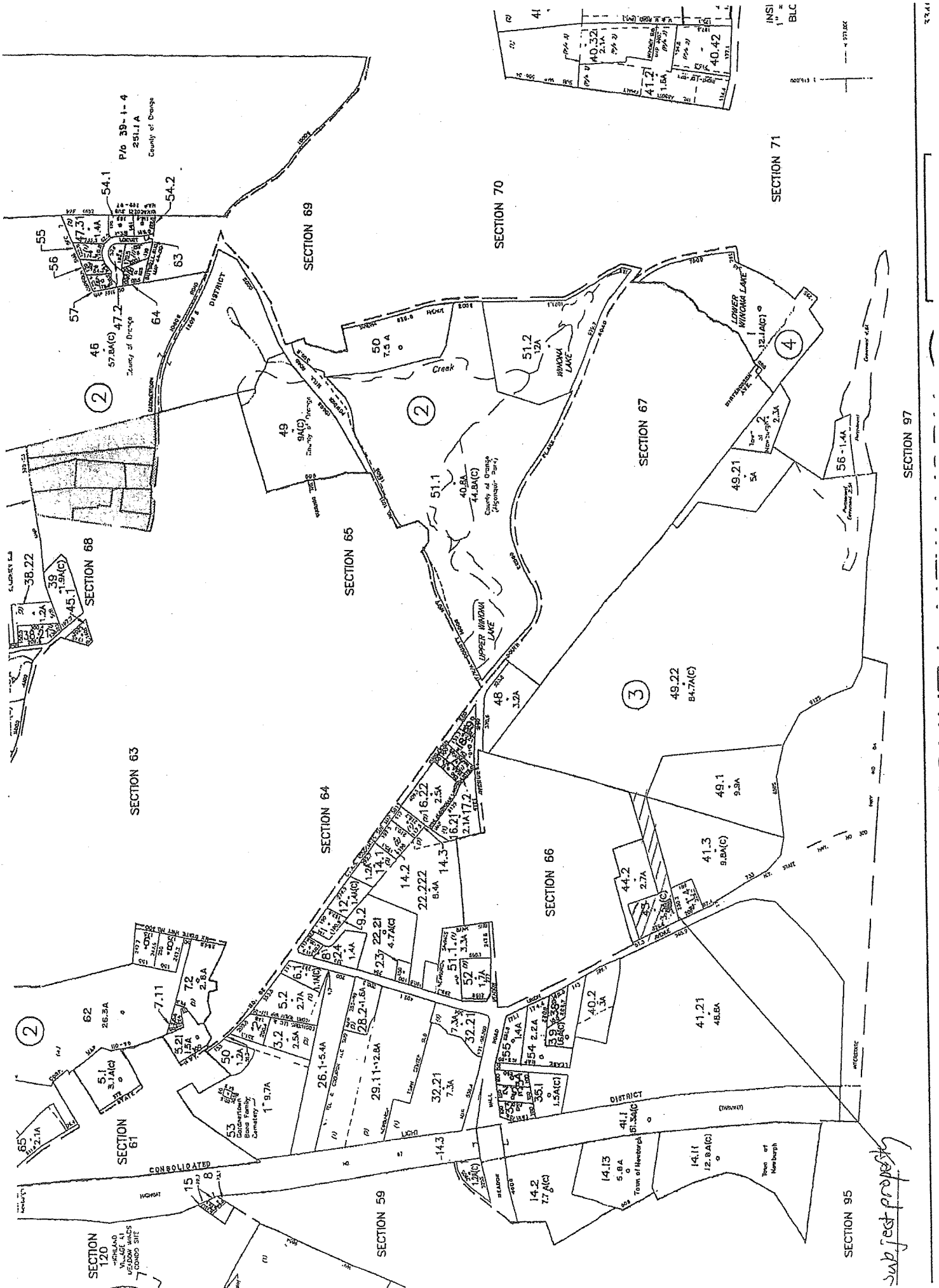
BY: CATHY L. DROBNY, ESQ.
28 Second Street
Troy, New York 12180

Gillspride, Inc. v. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2012	60-3-43	\$ 860,000	\$ 86,000	39.02%	\$ 2,203,998	\$ 220,400	\$ 774,000	County	9.1063 \$ 7,048.28
								Town	11.6477 \$ 9,015.32
								Fire-OL	4.0014 \$ 3,097.08
								Sp.Dist	3.8115 \$ 2,950.10
								Library	2.446767
								School	61.754899 \$ 47,798.29
2013	60-3-43	\$ 860,000	\$ 86,000	39.50%	\$ 2,177,215	\$ 217,722	\$ 774,000	County	9.8169 \$ 7,598.28
								Town	12.8018 \$ 9,908.59
								Fire-OL	4.0614 \$ 3,143.52
								Sp.Dist	4.4578 \$ 3,450.34
								Library	2.661762
								School	67.181087 \$ 51,998.16
2014	60-3-43	\$ 860,000	\$ 86,000	38.70%	\$ 2,222,222	\$ 222,222	\$ 774,000	County	10.0772 \$ 7,799.75
								Town	13.0396 \$ 10,092.65
								Fire-OL	4.0484 \$ 3,133.46
								Sp.Dist	4.4026 \$ 3,407.61
								Library	2.854649 \$ 2,209.50
								School	70.343901 \$ 54,446.18
2015	60-3-43	\$ 860,000	\$ 86,000	38.00%	\$ 2,263,158	\$ 226,316	\$ 774,000	County	10.3172 \$ 7,985.51
								Town	13.4988 \$ 10,448.07
								Fire-OL	4.1357 \$ 3,201.03
								Sp.Dist	4.681 \$ 3,623.09
								Library	3.181501 \$ 2,462.48
								School	73.273521 \$ 56,713.71
								COUNTY	\$ 30,431.82
								TOWN	\$ 39,464.63
								FIRE-CROW	\$ 12,575.10
								SP. DIST.	\$ 13,431.14
								LIBRARY	\$ 4,671.98
								SCHOOL	\$ 210,956.34

Gilsprie, Inc v Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2012	60-3-43	\$ 860,000	\$ 780,400	39.02%	\$ 2,203,998	\$ 2,000,000	\$ 79,600	County	9.1063 \$ 724.86
								Town	11.6477 \$ 927.16
								Fire-OL	4.0014 \$ 318.51
								Sp.Dist.	3.8115 \$ 303.40
2013	60-3-43	\$ 860,000	\$ 730,750	39.50%	\$ 2,177,215	\$ 1,850,000	\$ 129,250	County	9.8169 \$ 1,268.83
								Town	12.8018 \$ 1,654.63
								Fire-OL	4.0614 \$ 524.94
								Sp.Dist.	4.4578 \$ 576.17
2014	60-3-43	\$ 860,000	\$ 696,600	38.70%	\$ 2,222,222	\$ 1,800,000	\$ 163,400	County	10.0772 \$ 1,846.61
								Town	13.0396 \$ 2,130.67
								Fire-OL	4.0484 \$ 661.51
								Sp.Dist.	4.4026 \$ 719.38
2015	60-3-43	\$ 860,000	\$ 665,000	38.00%	\$ 2,263,158	\$ 1,750,000	\$ 195,000	County	10.3172 \$ 2,011.85
								Town	13.4988 \$ 2,632.27
								Fire-OL	4.1357 \$ 806.46
								Sp.Dist.	4.681 \$ 912.80
2016	60-3-43	\$ 860,000	\$ 594,000	36.00%	\$ 2,388,889	\$ 1,650,000	\$ 266,000	County	13.4988 \$ 2,632.27
								Town	13.4988 \$ 2,632.27
								Fire-OL	4.1357 \$ 806.46
								Sp.Dist.	4.681 \$ 912.80
								Library	3.181501 \$ 620.39
								School	73.273521 \$ 14,288.34
								County	
								Town	
								Fire-OL	
								Sp.Dist.	
								Library	
								School	
								County	5.652.16
								Town	7,344.73
								Fire-OL	2,311.42
								Sp. Dist	2,511.75
								Library	1,625.64
								School	39,381.38
								County	
								Town	



Subject Property

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 September, 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
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #60-3- 43
GILSPRIDE INC.
(1400 ROUTE 300)
INDEX NUMBERS 2012-5675, 2013-6039,
2014-5298 AND 2015-5357

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

WHEREAS, Gilspride Inc. (the "Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a parcel containing a strip mall located on Route 300 (Section 60-Block 3-Lot 43) on the tax assessment roll for the tax years 2012, 2013, 2014 and 2015; and

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

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

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

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

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

The question of the adoption of the foregoing resolution was duly put to a vote on roll call

which resulted as follows:

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piauadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Gill

17

RONALD E. CLUM, CPA
ACCOUNTANT

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

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

From: Ronald E. Clum, Town Accountant

Date: August 29, 2016

RE: Budget Transfer

Upon reviewing the General Fund's -Consultants budget (Account # 001-1430-0499) I noticed that it is over budget by \$5,979.66, currently. This is because of the payment to Troy and Banks for their utility audit, which netted us \$50,264.67. (\$80,078.13 of refunds and future savings less their fee of \$29,813.46)

Since this requires board approval I request that a budget transfer be put on the next board meeting in order to correct this shortfall.

FROM:	Contingency Account	001.1990.0499	\$5,980.00
TO:	Consulting Expense	001.1430.0499	\$5,980.00

Thank you in advance

Ronald E. Clum, CPA

Andy Zarutskie

To: Lou Fortunato
Subject: RE: Board of Assessment Review

From: Lou Fortunato [<mailto:lpfcpa2@aol.com>]
Sent: Wednesday, August 03, 2016 11:31 AM
To: town-clerk@townofnewburgh.org
Subject: Board of Assessment Review

Dear Andy,

My current term on the Town of Newburgh Board of Assessment Review expires on September 30, 2016. I am requesting the Town approve my appointment for another term.

Regards,

Lou Fortunato

TOWN OF NEWBURGH

Crossroads of the Northeast

OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

Add on
19

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

To: Supervisor Piaquadio

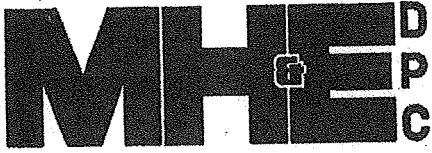
August 31, 2016

From: Gerald Canfield Code Compliance Supervisor



Re: Release of Letter of Credit

Attached please find a request for release of the performance security which was posted in the form of a letter of credit from Riverside Bank for the Applicant Angel Rivera, Letter of Credit # 1168 for the amount of \$12,500.00. Additionally find the Architect's Certification of Completion and a Completion Certification from our Planning Board Planning and Drainage Engineering consultants for the Clearing and Grading permit.



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES

Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

(845) 567-3100
fax: (845) 567-3232
e-mail: mheny@mhepc.com

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

31 August 2016

Town of Newburgh
308 Gardnertown Road
Newburgh, NY 12550

ATTENTION: GERALD CANFIELD, CODE COMPLIANCE SUPERVISOR
SUBJECT: ANGEL RIVERA CLEARING AND GRADING PERMIT

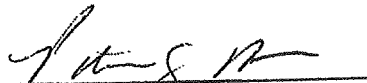
Dear Mr. Canfield:

On 12 August 2016 representatives of this office field reviewed the subject project with regard to release of the stormwater securities. The project was subject to a clearing and grading permit approved by the Planning Board.

Based on a review of the site on 12 August 2016, the site has been stabilized in compliance with NYSDEC and Town of Newburgh requirements. Vigorous vegetative cover has been established on all areas previously disturbed under the clearing and grading permit.

Based on the above, this office takes no exception to releasing stormwater/erosion sediment control securities held by the Town of Newburgh for the subject project.

Respectfully submitted,


Patrick J. Hines
Principal

Esposito & Associates

Landscape Architecture

Site Planning

Golf Course Design



June 7, 2016

Via Email and US Mail

Mr. Gerald Canfield
Code Compliance Supervisor
Town of Newburgh
308 Gardnertown Road
Newburgh, NY 12550

Re: **Angel Rivera**
Clearing and Grading Permit #15-0385
Tax Map No. 6-1-1.21 & 2.14
Town of Newburgh

Dear Mr. Canfield:

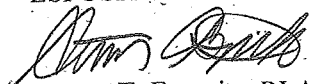
This letter shall serve to notify your office that the applicant has completed the clearing and grading activities including the installation of the connectivity culvert as outlined in the referenced permit. I conducted a final inspection with the applicant to ensure the work had been completed and adequately stabilized. Based on our inspection, the permitted improvements have been completed and the site has been adequately stabilized.

The Resolution of Approval adopted by the Planning Board and filed with the Clerk on November 13, 2013, required the applicant to post a performance and restoration guarantee of \$12,250.00 to ensure the work was completed in accordance with the approved plans. The Resolution also required the applicant to post \$2,000.00 in escrow to cover any inspection costs that the Town may incur during the project.

We are requesting that your office close out the Building Permit #13-0383 and issue a Certificate of Compliance and the current Clearing and Grading Permit #15-0385 so the obligation of the permittee of posting the performance bond may be rescinded. The permittee would also like to have any remaining monies in escrow refunded.

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to call our office.

Very truly yours,
ESPOSITO & ASSOCIATES


Steven T. Esposito, RLA

STE:skr

ecc: Angel Rivera
John Terry, Asst. Building Inspector

MAIN OFFICE
11 Garden Street
Poughkeepsie, New York 12601
Tel (845) 454-5511 • Fax (845) 454-7308

RED OAKS MILL OFFICE
2064 New Hackensack Road • Suite 1
Poughkeepsie, New York 12603
Tel (845) 463-2265 • Fax (845) 462-1666



Where your business matters

NEWBURGH OFFICE
52 Route 17K • Suite 201
Newburgh, New York 12550
Tel (845) 562-6766 • Fax (845) 562-4465

FISHKILL OFFICE
1004 Main Street
Fishkill, New York 12524
Tel (845) 896-9300 • Fax (845) 896-8901

Performance Letter of Credit
Clearing and Grading

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1168

Riverside Bank hereby establishes our Irrevocable Standby Letter of Credit for the account of Angel Rivera (the "Applicant") in favor of the Town of Newburgh (the "Beneficiary"), available by your drafts at site drawn on us for a sum not exceed Twelve Thousand Two Hundred and Fifty and No/100 (U.S.\$ 12,250.00)U.S. Dollars

ISSUE DATE: November 13, 2013

**BENEFICIARY: TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NEW YORK 12550**

**APPLICANT: ANGEL RIVERA
1854 ROUTE 300
NEWBURGH NY 12550**

**EXPIRATION DATE AT Riverside Bank :
TWO YEARS FROM ISSUANCE OR ANY EXTENDED DATE**

This Credit shall be available by:

1. The Beneficiary's Drafts drawn at sight bearing the clause "Drawn under Angel Rivera Letter of Credit No. 1168 "
2. The original of this Letter of Credit.
3. A Certificate upon Beneficiary's Letterhead stating the following:

The undersigned, an authorized officer of the Town of Newburgh, New York, (the "Beneficiary") hereby certifies to Riverside Bank with reference to Irrevocable Standby Letter of Credit No. 1168, issued by the Bank in favor of the Beneficiary, that Angel Rivera (the "Applicant") has failed to complete stabilization or restoration requirements, proper installation and maintenance of erosion and sediment control or stormwater management measures, re-vegetation activities, or has violated permit conditions or Municipal Code requirements, including but not limited to those pertaining to the preservation of existing vegetation, fill, debris, or watercourse disturbance for the activities to be carried out pursuant to the Clearing and Grading Permit granted to Angel Rivera approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Town, including but not limited to the condition, if stated in the permit approval, that if full implementation of the approved erosion and sediment control or stormwater management measures does not provide for effective erosion and sediment control or stormwater management, the Applicant shall implement such additional erosion and sediment control measures as will control or treat the sediment source. Accordingly, the Beneficiary is entitled to and is making a drawing under the Letter of Credit in the amount of the site draft accompanying this Certificate.

The Beneficiary has executed this certificate as of the _____ day of _____, 20__.

TOWN OF NEWBURGH

By: _____
Typed Name:
Title:

Partial Drawings Are Permitted.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present and any future expiration hereof, unless at least thirty (30) days prior to any such date we shall notify you by certified letter to the above address that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw the full amount of this Letter of Credit hereunder against your sight draft drawn on us only, without the documentation mentioned herein.

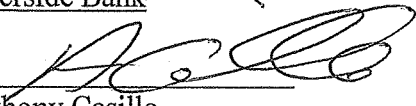
"THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, TO THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS."

Riverside Bank hereby agrees that all drafts drawn under and in compliance with the terms of this Credit shall be duly honored upon presentation by mail or overnight courier to Riverside Bank, 11 Garden Street, Poughkeepsie, NY 12601 on or before the expiration date or any extended date as hereinbefore set forth.

This Credit sets forth in full Riverside Bank's undertaking.

Very truly yours,

Riverside Bank

By: 
Anthony Casillo
Vice President