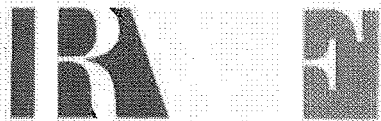


JOSEPH P. PEDI
Town Clerk, 1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554

WORKSHOP MEETING AGENDA
Monday, April 27, 2020
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. RESOLUTION: Amendment and Extension Agreement in Support of Transportation Services for the Elderly Program**
- 7. RESOLUTION: Authorizing Execution and Delivery of Bus Operating Service Agreement Between Town of Newburgh and Orange County**
- 8. ENGINEERING DEPARTMENT: Chadwick Lake Dam Animal Control**
- 9. HIGHWAY DEPARTMENT:**
 - A. Approval to Award Bid for Truck Body and Plow**
 - B. Approval to Award Bid for Brush Grinding**
 - C. Approval to Award Bid for Summer Material**
 - D. Approval to Award Bid for Cold Milling Machine**
 - E. Leaf and Brush Pickup**
- 10. ASSESSOR: Solar/Wind Energy Systems**
- 11. PUBLIC SERVICE COMMISSION CONFIDENTIALITY AGREEMENT**
- 12. ANIMAL CONTROL: T-94 Withdrawal**
- 13. RECREATION DEPARTMENT: Authorization to Bid Construction of Pickle Ball Courts**
- 14. ADJOURNMENT**

GJP; jpp
Second Revision – April 24, 2020 at 12:02 pm



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD AUTHORIZING
AMENDEMENT AND EXTENSION AGREEMENT IN
SUPPORT OF TRANSPORTATION SERVICES FOR THE
ELDERLY (CSE) PROGRAM
OUR FILE NO. 800.1(B)() (2011); 800.1(B)() (2020)

DATE: MARCH 19, 2020

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

ATTORNEYS
David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio
M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

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

OF COUNSEL
Craig F. Simon
Irene V. Villacci

Enclosed please find the following resolution pertaining to an Agreement with Orange County for reimbursement of senior transportation expenses:

RESOLUTION OF TOWN BOARD AUTHORIZING AMENDMENT AND EXTENSION AGREEMENT IN SUPPORT OF TRANSPORTATION SERVICES FOR THE ELDERLY (CSE) PROGRAM

Copies of the Amendment and Extension Agreement to the Agreement for Vendor Services with Orange County are also enclosed. The Amendment recites that the 2016-2017 Agreement provides for four (4) one year extensions at the County's election. This would be the fourth and last such extension..

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

MCT/sel
Enc.

cc: Town Clerk Joseph P. Pedi (via e-mail)
Commissioner of Parks, Recreation and Conservation (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of March, 2020 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 AMENDMENT AND
EXTENSION OF AGREEMENT IN SUPPORT
OF TRANSPORTATION SERVICES FOR
THE ELDERLY (CSE) PROGRAM

Councilman\Councilwoman _____ presented the following resolution which was seconded by Councilman\Councilwoman _____

WHEREAS, the County of Orange supports transportation services under the Community Services for the Elderly (CSE) program; and

WHEREAS, the Town of Newburgh is in agreement with the County of Orange findings for the needs and administration of such services, and

WHEREAS, the County of Orange desires to elect its fourth of four options to extend for additional periods of one (1) year the Agreement for Vendor Services between the County and Town, having an April 1, 2016-March 31, 2017 Initial Term, pursuant to which the Town provides CSE services; and

WHEREAS, it is required by the County of Orange that the Town Board approve the Amendment and Extension Agreement effective as of April 1, 2020 to the Agreement for Vendor Services, so that the Agreement may be extended for an additional period of one year commencing on April 1, 2020 in connection with transportation services under the Community Services for the Elderly (CSE) programs as agreed upon with the Orange County Office for the Aging, its form and manner of execution, and

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Amendment and Extension Agreement to the Agreement for Vendor Services with the County of Orange in support of transportation services under the Community Services for the Elderly (CSE) program (Amendment #%) as to its form and manner of execution and authorizes the Supervisor to sign and deliver the agreement and/or ratifies his signature thereon.

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.



OFFICE FOR THE AGING

Steven M. Neuhaus
County Executive

Ann Marie Maglione
Director

March 10, 2020

Gil Piaquadio, Supervisor
Town of Newburgh
1496 Rte. 300
Newburgh, New York 12550

Dear Mr. Piaquadio:

Enclosed please find Amendment No. 5 to the 2016-2017 CSE to exercise renewal option #4. Please sign indicated and return the entire document to this office. A copy will be sent to you once it is fully executed.

Please note a copy of the resolution permitting the Supervisor to enter into this Agreement must accompany the signed contract.

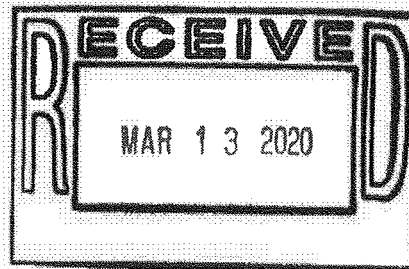
Also, we need updated Workers Compensation and Disability insurance certificates in order to fully execute this Amendment (copies of expired certificates are enclosed).

Should you have any questions regarding this contract, please feel free to contact me at (845) 615-3726.

Best regards,

Dina Sena
Fiscal Manager

Enclosure



AMENDMENT AND EXTENSION AGREEMENT

This **Amendment and Extension Agreement** ("Amendment #5"), effective as of April 1, 2020 ("Effective Date"), by and between the **County of Orange**, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("County") and **Town of Newburgh**, a municipal corporation with principal offices at 1496 Route 300, Newburgh, NY 12550 ("Vendor"), as set forth herein amends that certain Agreement for Vendor Services effective as of April 1, 2016 ("Agreement"), as previously amended and extended by that certain Amendment and Extension Agreement effective as of April 1, 2017 ("Amendment #1"), as previously modified by that certain Amendment and Extension Agreement effective as of April 1, 2018 ("Amendment #2"), as previously modified by that certain Amendment to Agreement for Vendor Services effective as of November 1, 2018 ("Amendment #3"), and as previously amended and extended by that certain Amendment and Extension Agreement effective as of April 1, 2019 ("Amendment #4"), which together with Amendment #1, Amendment #2, and Amendment #3 may be referred to herein collectively as the "Amendments". County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County, through its Office for the Aging ("OFA") issued a request on February 26, 2016 seeking proposals for CSE Transportation Services ("RFP- OFA01-16");

WHEREAS, Vendor submitted a proposal dated March 14, 2016 in response to RFP- OFA01-16 ("Vendor's Proposal"), which was reviewed and selected by OFA;

WHEREAS, the Parties entered into the Agreement pursuant to which Vendor agreed to provide the CSE Senior Transportation Services identified in RFP-OFA01-16 and Vendor's Proposal ("Services");

WHEREAS, the term of the Agreement was for one (1) year, commencing April 1, 2016 and ending on March 31, 2017 ("Initial Term");

WHEREAS, the Agreement provided for the renewal and extension thereof, for up to four (4) additional periods of one (1)-year each, at County's sole option;

WHEREAS, the Parties agreed, by Amendment #1, to renew and extend the Agreement for an additional period of one (1) year, commencing on April 1, 2017 ("Renewal Term #1"), at a cost not to exceed \$24,759.00;

WHEREAS, the Parties agreed, by Amendment #2, to renew and extend the Agreement for an additional period of one (1) year, commencing on April 1, 2018 ("Renewal Term #2"), at a cost not to exceed \$19,759.00;

WHEREAS, the County, by Amendment #3, modified the Agreement to increase the funding available for the Services during Renewal Term #2 from \$19,759.00 to \$29,759.00 based upon actual expenses of Vendor;

WHEREAS, the Parties agreed, by Amendment #4, to renew and extend the Agreement for an additional period of one (1) year, commencing on April 1, 2019 (“Renewal Term #3”), at a cost not to exceed \$19,759.00; and

WHEREAS, the Parties now desire to further renew and extend the Agreement upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #5 as if set forth at length herein.

2. The Agreement is hereby extended for an additional one (1)-year period, commencing on April 1, 2020 and ending on March 31, 2021 (“Renewal Term #4”).

3. Pursuant to Paragraph 2 hereof, Article 2 of the Agreement entitled “Term of Agreement” is hereby amended to reflect the end date of Renewal Term #4, which is March 31, 2021.

4. The not to exceed cost for Renewal Term #4, to be paid by the County to the Vendor for the Services, is \$19,759.00.

5. Pursuant to Paragraph 4 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of \$118,795.00.

6. During Renewal Term #4, Vendor shall provide the Units of Service specified on Schedule B-3 to the Agreement, at the same Cost of Units and Total Cost of Service as set forth on that Schedule B-3.

7. **Sexual Harassment Certification by Vendor.** Pursuant to the New York State Finance Law §139-1, by execution of this Amendment #5, Vendor and the individual signing this Amendment #5 on behalf of the Vendor certifies, under penalty of perjury, that Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County’s policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County’s website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

8. Except as modified by this Amendment #5, the Agreement, as previously modified by the Amendments, remains unchanged and in full force and effect. The terms used in this Amendment #5, unless otherwise defined herein, shall have the meanings as set forth in the

Agreement, as previously modified by the Amendments. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #5 and the Agreement, as previously modified by the Amendments, the terms and conditions of this Amendment #5 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #5 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

Town of Newburgh

By: _____
Name: Stefan ("Steven") M. Neuhaus
Title: County Executive

By: _____
Name: Gil Piaquadio
Title: Supervisor

DATE: _____

DATE: _____

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

**Instructions for Completing the
Offeror Disclosure of Prior Non-Responsibility Determinations**

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.



CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NY 12550
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)
1b. Business Telephone Number of Insured
845-566-7785
1c. Federal Employer Identification Number of Insured or Social Security Number
146002330

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Orange
c/o Office of the Aging
18 Seward Ave
Middletown, NY 10940
3a Name of Insurance Carrier
HARTFORD LIFE AND ACCIDENT
3b Policy Number of Entity Listed in Box "1a"
LNY601614
3c Policy effective period
10-01-2019 to 09-30-2020

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 03-19-2020
Elizabeth Tello
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074
Name and Title: Elizabeth Tello - Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: "BUS OPERATOR SERVICE AGREEMENT" WITH ORANGE COUNTY;

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF BUS OPERATOR SERVICE AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE
OUR FILE NO. 800.1(B)()(2020)

P: 845.562.9100
F: 845.562.9126

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

ATTORNEYS

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

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

DATE: APRIL 20, 2020

Enclosed please find the above referenced Agreement forwarded by Orange County pertaining to funding of the dial a bus service and an authorizing resolution for the Town Board's consideration. The Agreement includes requirements for service open to the public, driver CDL licensure and certification, maintenance of service levels and fares, reduced fares for seniors and certain others and inspections ((pages 6-7), service area restrictions (page 8), printed brochure requirements (pages 8-9), reporting requirements (pages 9-11), the Town's indemnification of the County (page 13) and various insurance requirements including mandatory clauses and endorsements (pages 13-17). The County has rights to withhold payment and terminate with cause or without cause of 90 days notice to the Town (page 17).

Should you have any questions in this regard, please feel free to contact me.

MCT:sel
Enclosure

cc: Joseph P. Pedi, Town Clerk (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Charlene Black, Personnel Director (via e-mail)
Hank Chapman, Haylor, Freyer & Coon (via e-mail)
Shannon O'Keefe Clearwater, Haylor Freyer & Coon (via e-mail)

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall
1496 Route 300, in the Town of Newburgh,
Orange County, New York on the ___th day of
April, 2020 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

Paul Ruggiero, Councilman

James Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING EXECUTION
AND DELIVERY OF BUS OPERATOR
SERVICE AGREEMENT BETWEEN THE
TOWN OF NEWBURGH AND
THE COUNTY OF ORANGE FOR
“DIAL A BUS”

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

WHEREAS, the County of Orange has forwarded a proposed Bus Operator Service Agreement for the “dial a bus” public transportation service operated by the Town of Newburgh to be funded in part by the payment of certain transit funding from the County for certain reimbursable operating expenses and other pass-through transit funding as may be provided by Federal or State grants or project applications (the “Agreement”); and

WHEREAS, the Agreement has a term of five years commencing on April 1, 2020 and ending March 31, 2025; and

WHEREAS, the Town Board of the Town of Newburgh has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement between the County and Town for the provision of public transportation services by the Town which may be supported by transit funding from the County and other pass-through transit funding.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that the execution and delivery of the Agreement between the County of Orange and the Town of Newburgh by the Town of Newburgh Supervisor is hereby authorized and ratified as of the commencement date of the term of the Agreement; and

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

contents of the foregoing resolutions and the terms and conditions of the Agreement; 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 Greene, Councilwoman voting _____

Paul Ruggiero, Councilman voting _____

James Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Joseph P. Pedi, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on April __, 2020 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Joseph P. Pedi, Town Clerk
Town of Newburgh

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer
DATE: March 18, 2020
RE: Chadwick Lake Dam – Animal Control

Based on the need to control burrowing animals at the Chadwick Lake Dam, my office solicited five (5) proposals for animal control. Two proposals were received by the deadline specified.

The first proposal is from Hudson Valley Wildlife Nuisance Control (HVWNC), LLC. The proposal is for a fixed fee of \$ 3,500 for the 2020 “season.” This cost is regardless of the number of animals trapped and removed. HVWNC has provided similar services to both the City of Newburgh and the Town of New Windsor.

The second proposal is from Wildlife Busters (WB) and is structured as follows:

Trap set-up and monitoring (5 days)	\$ 969.00
Animal Removal	\$ 50.00
Monthly Inspection for Animal Presence	\$ 125.00

Assuming the same animal removal activity as in 2019, the Town’s estimated costs for 2020 would be as follows:

April	\$ 969 + (3 x \$ 50)	=	\$1119.00	-
May		=	\$ 125.00	
June		=	\$ 125.00	
July		=	\$ 125.00	
August		=	\$ 125.00	
September	\$ 969 + (3 x \$ 50)	=	\$ 1119.00	-
October	\$ 969 + (2 x \$ 50)	=	<u>\$ 1069.00</u>	-
	TOTAL	=	\$ 3807.00	

WB has provided these services to the Town previously in 2018 and 2019 at a cost of \$ 3,282 and \$ 3,287, respectively.

The two proposals are within \$300 of each other. On paper, HWWNC offers a lower price. WB has acceptably provided services for the past two years. Either contractor is acceptable.

The reason these costs are lower than projected is that WB has historically not charged for the monthly inspection fees.

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

JWO/mcd
Attachment

cc:




HIGHWAY DEPARTMENT

9A

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent 
DATE: March 3, 2020
RE: Bid for Truck Body & Plow

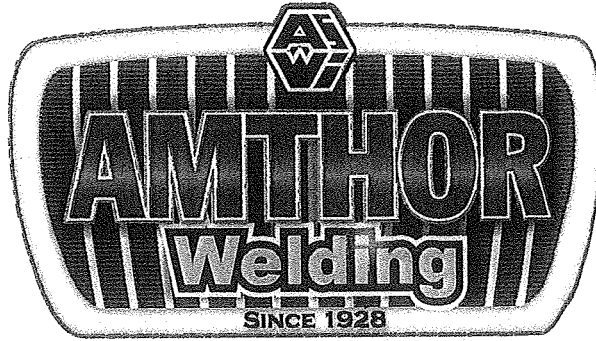
I would like to be put on the agenda, to accept the bid for Tandem Truck Body & Plow from Amthor Welding for the cost of \$105,975.00.

The funds are available and will be taken from 5130.200 Machinery Equipment/Other Capital.

If you have any questions please feel free to call me. Thanking you in advance.

MH/ch





Tank Truck and Truck Body Equipment Specialists

RE: TOWN OF NEWBURGH HIGH-WAY DEPT. 03-02-2020
HIGHWAY TRUCK BODY AND PLOW FOR (1) ONE TANDEM TRUCK
Bid date; 03-02-2020 @ 10:45 a.m.

Amthor's proposes to furnish the following equipment for the above referenced Bid:

- a) **TENCO** Model TCM-14-T U-COMBO 10' (11.1 / 13 yard capacity) Front Left Discharge with cross Conveyor combination dump body/material spreader with ½ cab shield, air tailgate, DOUBLE- ACTING hoist, one chute in tailgate, extended grease kit, Barn Door Tailgate.
- b) Bolt on 12" wide asphalt pan.
- c) Ladder located driver side of body, with grab handle on side of cab shield.
- d) **Lights:** Red, oval shaped, stop/tail/turn LED lights installed in rear corner posts of body. L.E.D. Amber strobes oval-shaped in rear corner post of body, LED back-up lights, Set of plow lights installed on top cross-member of plow frame . Two (2) auxiliary work lights one each side, to be mounted on rear mud flaps aiming to rear of truck, Two (2) Wing lights to be mounted on top wing post, one (1) Spinner light and one (1) conveyor light. All auxiliary work lights shall be wired to the cab with 14 ga. wire each with separate switch grounded in cab. 8" convex mirror on wing post.
- e) **PIONEER** Model EDD-1500 Electric load cover with wind deflector, asphalt tarp.
- f) Set of rubber flaps both AHEAD OF and BEHIND rear wheels of chassis.
- g) **VIKING** custom POWER TILT hitch with 4" bore by 10" stroke double acting plow lift cylinder.
- h) **VIKING** 8" patrol wing front mast assembly with integral 3" bore by 20" stroke cylinder and FULL-TRIP wing "D" Hinge.
- i) **VIKING** patrol wing rear support member with 3" bore by 14 – 7/8" stroke rear lift cylinder, differential relief valve and required components.
- j) **VIKING** Model 144W-HD heavy-duty 12' overall length side wing with pair of FULL-TRIP Heavy Duty wing arms.
- k) **VIKING** model HD PRR 1142TE HEAVY-DUTY 11' power reverse trip-edge plow with steel skin, 12" Rubber Snow Deflector.
- l) **Single Gear P-50 (2 ½" Gear) Hydraulic pump.** Transmission driven with a Hot Shift PTO.

- m) **AMTHOR** forty-gallon frame mount oil reservoir with oil level sight gauge return line filter assembly/ **REXROTH** Hydraulic valves spools to be mounted on patrol wing support rear of cab, in Stainless Steel Enclosure.
- n) **SPREADER CONTROL: 2-FF 12 L** Spreader control with electric pre-wet pump and enclosure.
 - o) All hoses and fittings per specifications.
 - p) **DEL** feather able air control for body hoist with lock out.
Rexroth Electric Joy Stick control for plow and wing
 - q) **AMBER: strobe** light installed on chassis cab.
 - r) **TENCO:** Pre-wetting tanks mounted on chassis frame rail.
 - s) Rubber mat across center of chassis, behind spinner disc.
 - t) Body -painted to match color of chassis. All other frame attachments - black.
 - u) Underside of body paint 26P Black
 - u) Spinner guide for combination body.
 - v) Pair of **POLY FENDERS** over rear tires.
 - w) Bolt on Spreader Bar

Amthor takes NO EXCEPTIONS to the specifications.

INSTALLED PRICE: \$105,975.00 .

Todd Widmark

Director of Operations

9B




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent 
DATE: March 3, 2020
RE: Bid Brush Grinding

Please award the bids for the Brush Grinding to the following vendor. Thank you

Brush Grinding:

Rancourt & Sons
P.O. Box 444
Poughquag, NY 12570

Amount of Bid: \$320.00 per hour

MH/ch 

9c



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent
DATE: March 3, 2020
RE: Bids Summer Material

Please award the bids for summer materials to the following vendors, also indicated on the bid sheets that are attached. Thanking you in advance.

Item 1 – Cold Patch (1A)	Tetz Asphalt	\$125.00 ton at plant loaded
	Bruce Donohue Trucking	\$113.15 ton delivered
Item 2A – ¼” NYS # 1A	Callahan & Nannini	\$19.25 ton at plant loaded
	Rock & Mulch	\$22.50 ton delivered
2B – 3/8” NYS #1 ST	Dicks Concrete	\$17.50 ton at plant loaded
	Rock & Mulch	\$19.50 ton delivered
2C – Screenings	Tilcon	\$11.15 ton at plant loaded
	JKN Trucking	\$13.95 ton delivered
Item 3 – Item 4	Callahan & Nannini	\$11.00 ton at plant loaded
	Rock & Mulch	\$14.00 ton delivered
Item 4 – Guide Rail & Post	Chemung Supply	per attached sheets
Item 5 – Chip Spreader with operator	Peckham Road Corp	\$340.00 per hour
Item 6 – Rubber Tire Roller with operator	Peckham Road Corp	\$210.00 per hour
Item 7 – Aluminum Structural Plate Box Culvert	Chemung Supply	per attached sheets
Item 8 – Center Line & Edge Line Painting	Seneca Pavement Marking	\$320.00 Center Line \$190.00 Edge Line

MH/ch

BID OPENING

2-Mar-20

10:00 AM

ITEM # 2 CRUSHED STONE

BIDDERS	2A - 1/4" NYS # 1A		2B - 3/8" NYS # 1ST		2C - SCREENINGS	
	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON
BRUCE DONOHUE	N/B	\$26.05	N/B	N/B	N/B	\$19.50
CALLAHAN & NANNINI	\$19.25	\$23.40	\$19.25	\$23.40	\$17.50	\$21.65
DECKELMAN	N/B	\$23.95	N/B	\$20.60	N/B	N/B
DICKS CONCRETE	N/B	\$24.75	\$17.50	\$22.50	\$13.50	\$18.50
E TETZ & SONS	\$23.00	\$34.00	\$18.75	\$29.75	\$16.00	\$33.00
JKN TRUCKING	N/B	\$22.75	N/B	\$22.75	N/B	\$13.95
ROCK & MULCH	N/B	\$22.50	N/B	\$19.50	N/B	\$17.50
THALLE	\$22.00	\$28.00	\$21.00	\$27.00	\$14.00	\$20.00
TILCON	\$21.45	\$26.95	\$21.45	\$26.95	\$11.15	\$16.65

BID OPENING

2-Mar-20

10:00 AM

ITEM # 3 SUB-BASED QUARRY ITEM 4

BIDDERS	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON			
BRUCE DONOHUE	N/B	\$16.15			
CALLAHAN & NANNINI	\$11.00	\$14.45			
DECKELMAN	N/B	\$16.85			
DICKS CONCRETE	\$13.75	\$18.75			
E TETZ & SONS	\$12.00	\$20.00			
ROCK & MULCH	N/B	\$14.00			
THALLE	\$13.50	\$19.50			
TILCON	\$12.50	\$18.00			

BID OPENING

2-Mar-20

10:00 AM

ITEM # 4

GUIDE RAIL & POST

BIDDERS	PER ATTACHED SHEETS					
CHEMUNG	PER ATTACHED SHEETS					

GUIDE RAIL AND POST INSTALLATION

CORRUGATED BOX BEAM AND GUIDE RAIL MATERIALS MEETING
GALVINIZED SPECIFICATIONS

Removal & replacement of guide rail	per hr <u>294.00</u>
Complete layout and installation of guide rail and posts per New York State Specifications	W Beam 12'6" spacing <u>9.25</u> L.F.
Complete layout and installation of guide rail and posts per New York State Specifications	W Beam 6'3" spacing <u>9.95</u> L.F.
Complete layout and installation of guide rail and posts per New York State Specifications	Box Beam 6'3" spacing <u>14.00</u> L.F.
Corrugated beam type guide rail – punched 6'3"	Per lineal ft <u>7.75</u>
Corrugated beam type guide rail – punched 6'3" Curved to special radius:	
Curved to 50' radius and up	Each <u>130.00</u>
Curved 40' to 50' radius	Each <u>130.00</u>
Curved 30' to 39' radius	Each <u>130.00</u>
Curved 20' to 29' radius	Each <u>130.00</u>
Corrugated beam type guide rail – length 13'6 1/2" (shop curved rail) (approach and terminal)(rotation 90 degrees)	Each <u>145.00</u>
3" x 2-3/8" 1 intermediate guide rail posts – length 5'3"	Each <u>54.00</u>
Flared type terminal sections 12 gauge	Each <u>34.00</u>
Wrap around type terminal sections 12 gauge	Each <u>44.00</u>
Concrete anchor unit with all necessary hardware	Each <u>475.00</u>
Galvanized splice bolts 1 1/4" x 5/8"	Each <u>1.00</u>
Galvanized post bolts 5/16" x 1 3/4" with washer & nuts	Each <u>1.00</u>
Galvanized post bolts 2" x 5/8"	Each <u>1.00</u>
Galvanized support bolts 1/2" x 1 1/2", 2 nuts no washers	Each <u>1.00</u>
6" x 6" x 24' box beam type guide rail including self angle, splice plates, nuts & bolts	Per lineal ft <u>44.50</u>
6" x 6" box beam type guide rail curved to special radius	Per lineal ft <u>49.50</u>
6" x 6" box beam type guide rail shop cuts & mitered curved rail	Per lineal ft <u>53.00</u>
6" x 6" box beam guide rail end sections	Each <u>525.00</u>
3" I beam guide rail posts 5'3" long intermediate type post for box beam rail	Each <u>54.25</u>
3" I beam guide rail posts 3'8" long & type post for box beam rail	Each <u>52.75</u>

CORRUGATED BOX BEAM & GUIDERAIL MATERIALS MEETING MAYARI SPECIFICATIONS

Removal and replacement of guide rail	per hr <u>450.00</u>
Mayari corrugated beam type guide rail – punched 6'3"	Per lineal ft <u>14.00</u>
Mayari corrugated beam type guide rail – punched 6'3" curved to special radius:	
Curved to 50' radius and up	Each <u>180.00</u>
Curved 40' to 50' radius	Each <u>180.00</u>
Curved 30' to 39' radius	Each <u>180.00</u>
Curved 20' to 29' radius	Each <u>180.00</u>
Mayari corrugated beam type guide rail – length 13' 6 1/2" (shop curved rail) (approach & terminal) (rotation 90 degrees)	Each <u>210.00</u>
3" x 2-3/8" Mayari I intermediate guide rail posts – length 5'3"	Each <u>82.00</u>
Mayari flared type terminal sections 12 gauge	Each <u>64.00</u>
Mayari wrap around type terminal sections 12 gauge	Each <u>79.00</u>
6" x 6" x 24' Mayari box beam type guide rail including self angle, splice plates, nuts & bolts	Per lineal ft <u>NO BID</u>
6" x 6" Mayari box beam type guide rail curved to special radius	Per lineal ft _____
6" x 6" Mayari box beam type guide rail shop cuts & mitered curved rail	Per lineal ft _____
6" x 6" Mayari box beam guide rail end sections	Each _____
3" Mayari I beam guide rail posts 5'3" long intermediate type posts for box beam guide rail. The bottom portion of the I beam post that is placed into the ground will be hot dipped galvanized.	Each _____
3" Mayari I beam guide rail posts 3'8" long end type posts for box beam guide rail	Each _____

BID OPENING

2-Mar-20

10:00 AM

RUBBER TIRE ROLLER

ITEM # 6

ITEM # 6 A

BIDDERS	WITH OPERATOR	WITHOUT OPERATOR				
PECKHAM	\$210.00					

BID OPENING

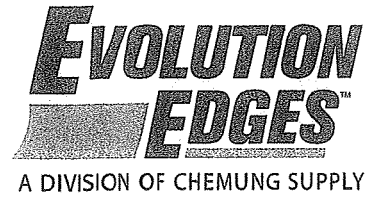
2-Mar-20

10:00 AM

ITEM # 7

ALUMINUM STRUCTURAL PLATE BOX CULVERT

BIDDERS	PER ATTACHED SPEC SHEETS					
CHEMUNG	PER ATTACHED SPEC SHEETS					



February 11, 2020

Town of Newburgh

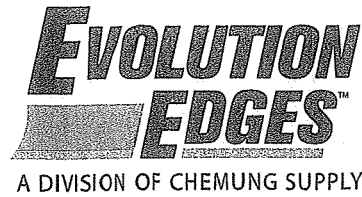
We are pleased to quote you on the following aluminum box culverts:

CULVERT #&SIZE	PRICE PER FOOT	HEADWALL PRICE PER EACH	CORNER WALL PRICE PER EACH
#1 8'9" X 2'6"	\$ 492.00	\$ 1527.00	\$ 846.00
#2 9'2" X 3'3"	527.00	1648.00	912.00
#3 9'7" X 4'1"	547.00	1771.00	980.00
#4 10'0" X 4'10"	572.00	1895.00	1047.00
#5 10'6" X 5'7"	591.00	2017.00	1115.00
#6 10'11" X 6'4"	680.00	2141.00	1181.00
#7 11'4" X 7'2"	699.00	2263.00	1248.00
#8 10'2" X 2'8"	584.00	1731.00	912.00
#9 10'7" X 3'5"	627.00	1860.00	980.00
#10 10'11" X 4'3"	676.00	1988.00	1047.00
#11 11'4" X 5'0"	695.00	2171.00	1093.00
#12 11'8" X 5'9"	707.00	2290.00	1157.00
#13 12'1" X 6'7"	734.00	2432.00	1228.00
#14 12'5" X 7'4"	793.00	2562.00	1296.00
#15 11'7" X 2'10"	696.00	1794.00	912.00
#16 11'11" X 3'7"	716.00	1920.00	980.00
#17 12'3" X 4'5"	768.00	2042.00	1047.00
#18 12'7" X 5'2"	779.00	2166.00	1115.00
#19 12'11" X 6'0"	812.00	2288.00	1181.00
#20 13'3" X 6'9"	824.00	2412.00	1248.00
#21 13'0" X 3'0"	854.00	1860.00	912.00
#22 13'4" X 3'10"	829.00	1982.00	980.00
#23 13'7" X 4'7"	944.00	2104.00	1047.00
#24 13'10" X 5'5"	964.00	2228.00	1115.00
#25 14'1" X 6'2"	999.00	2352.00	1181.00
CONTINUED			
#26 13'5" X 3'3"	993.00	1982.00	912.00

1 800 733 5508

www.chemungsupply.com

2420 Corning Road, Elmira, NY 14903



#27 14'8" X 4'1"	1044.00	2111.00	980.00
#28 14'10" X 4'10"	1053.00	2242.00	1047.00
#29 15'1" X 5'8"	1108.00	2373.00	1115.00
#30 15'4" X 6'5"	1220.00	2503.00	1181.00
#31 15'6" X 7'3"	1284.00	2630.00	1248.00
#32 15'9" X 8'0"	1304.00	2760.00	1316.00
#33 15'10" X 3'6"	1139.00	2138.00	980.00
#34 16'0" X 4'3"	1164.00	2260.00	1047.00
#35 16'2" X 5'1"	1224.00	2380.00	1115.00
#36 16'4" X 5'11"	1259.00	2507.00	1181.00
#37 16'6" X 6'8"	1320.00	2604.00	1248.00
#38 16'8" X 7'6"	1380.00	2753.00	1316.00
#39 16'10" X 8'3"	1404.00	2877.00	1641.00
#40 17'9" X 3'10"	1263.00	2316.00	980.00
#41 18'2" X 4'7"	1339.00	2444.00	1047.00
#42 18'7" X 5'4"	1368.00	2574.00	1115.00
#43 19'0" X 6'1"	1444.00	2694.00	1181.00
#44 19'5" X 6'11"	1478.00	2834.00	1248.00
#45 19'10" X 7'8"	1504.00	2960.00	1294.00
#46 20'3" X 8'5"	1524.00	2994.00	1641.00
#47 19'1" X 4'2"	1422.00	2561.00	1047.00
#48 19'5" X 4'11"	1492.00	2680.00	1115.00
#49 19'9" X 5'8"	1502.00	2830.00	1181.00
#50 20'1" X 6'6"	1620.00	2970.00	1248.00
#51 20'6" X 7'3"	1644.00	3115.00	1316.00
#52 20'10" X 8'1"	1710.00	3123.00	1574.00
#53 21'2" X 8'10"	1840.00	3260.00	1641.00

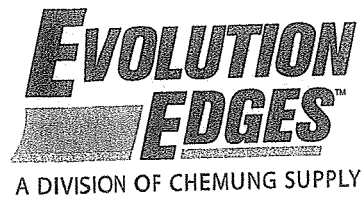
CONTINUED

14'6"	1498.00	2558.00	1047.00
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1 800 733 5508

www.chemungsupply.com

2420 Corning Road, Elmira, NY 14903



#55 20'7" X 5'3"	1576.00	2680.00	1115.00
#56 20'11" X 6'1"	1594.00	2784.00	1181.00
#57 21'3" X 6'10"	1622.00	2920.00	1248.00
#58 21'6" X 7'8"	1687.00	3057.00	1316.00
#59 21'10" X 8'5"	1682.00	3182.00	1574.00
#60 22'1" X 9'3"	1712.00	3294.00	1641.00
#61 21'7" X 4'11"	1668.00	2744.00	1050.00
#62 21'10" X 5'8"	1653.00	2853.00	1111.00
#63 22'1" X 6'6"	1690.00	2989.00	1179.00
#64 22'3" X 7'3"	1710.00	3111.00	1244.00
#65 22'6" X 8'1"	1738.00	3222.00	1304.00
#66 22'9" X 8'10"	1784.00	3357.00	1612.00
#67 23'0" X 9'8"	1808.00	3480.00	1615.00
#68 22'9" X 5'4"	1758.00	2740.00	1024.00
#69 23'0" X 6'1"	1794.00	2862.00	1086.00
#70 23'2" X 6'11"	1820.00	2988.00	1148.00
#71 23'4" X 7'5"	1860.00	3115.00	1210.00
#72 23'6" X 8'6"	1892.00	3241.00	1509.00
#73 23'8" X 9'3"	1909.00	3360.00	1572.00
#74 23'10" X 10'1"	1940.00	3480.00	1560.00
#75 24'0" X 5'9"	1890.00	2740.00	981.00
#76 24'1" X 6'6"	1928.00	2864.00	1084.00
#77 24'3" X 7'4"	1960.00	2960.00	1099.00
#78 24'4" X 8'2"	1927.00	3081.00	1158.00
#79 24'5" X 8'11"	1940.00	3195.00	1444.00
#80 24'7" X 9'9"	1962.00	3309.00	1503.00
#81 24'8" X 10'6"	1999.00	3424.00	1562.00

CONTINUED

24'10" X 6'2"	1840.00	2874.00	1039.00
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1 800 733 5508

www.chemungsupply.com

24 20 Corning Road, Elmira, NY 14903



A DIVISION OF CHEMUNG SUPPLY

#83 25'2" X 7'0"	1885.00	2983.00	1098.00
#84 25'3" X 7'9"	1910.00	3104.00	1158.00
#85 25'4" X 8'7"	1940.00	3218.00	1444.00
#86 25'4" X 9'5"	1980.00	3333.00	1503.00
#87 25'5" X 10'2"	2020.00	3446.00	1562.00

Thank you for the opportunity of bidding.

Very truly yours,

Chemung Supply Corp.

Carl H. Perfine

☎ 1 800 733 5508

🌐 www.chemungsupply.com

📍 2420 Corning Road, Elmira, NY 14903




HIGHWAY DEPARTMENT

9D

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent 
DATE: March 3, 2020
RE: Cold Milling Machine

Please award the bid for the Cold Milling Machine to the following vendor. Thanking you in advance.

Milling Machine with minimum milling width of 4':	
Woolley Excavating & Site Development	\$2,950.00 per 8 hr. day
120 Holmes Road	\$250.00 mobilization
Holmes, NY 12531	\$95.00 per move

Milling Machine with minimum milling width of 6'3":	
Woolley Excavating & Site Development	\$4,200.00 per 8 hr. day
120 Holmes Road	\$250.00 mobilization
Holmes, NY 12531	\$95.00 per move

MH/ch 

COLD MILLING MACHINE

	(A) PER ATTACHED SPEC SHEETS MIN 6 FT 3 IN	(B) PER ATTACHED SPEC SHEETS MIN 4 FT	(C) MOBILIZATION	(D) MOVE	
BIDDERS					
CONSORTI	N/B	\$3,000.00	\$300.00	\$300.00	
DONEGAL	\$5,500.00	\$3,800.00	\$800.00	\$100.00	
GARRITY	\$5,400.00	\$3,200.00	\$1,000.00	\$500.00	
PECKHAM	\$5,400.00	\$5,400.00	\$1,100.00	\$500.00	
VILLAGER	\$4,500.00	\$3,500.00	\$1,500.00	\$600.00	
WOOLLEY EXCAVATING	\$4,200.00	\$2,950.00	\$250.00	\$95.00	

January 15, 2020

VIA E-MAIL – supervisor@townofnewburgh.org

Gil Piaquadio, Supervisor
Town of Newburgh
Town Hall
1496 Route 300
Newburgh, New York 12550

Re: *RPTL §487 (Solar and/or Wind Energy Systems Exemption)*

Dear Gil:

You have asked us to gather information to assist the Town of Newburgh in deciding whether it should opt out of RPTL §487, which is the exemption statute for solar energy, wind power and/or farm waste energy systems ("alternative energy systems"). Since this is more of a policy question, I am unable to give a legal opinion, but I will provide information and lay out some of the pros and cons of opting out or not.

New York State ("NYS") is encouraging the development of cleaner and/or alternative energy systems and therefore offering tax incentives to owners of these systems. RPTL §487, copy attached, is the exemption statute that applies to the increase in value caused by the construction of alternative energy systems (real property only).

Alternative energy systems are considered "real property" once the systems have been permanently affixed to land or a structure (RPTL §102(12)(b)) and, as such, are taxable unless they qualify for an exemption (RPTL §300). To be eligible for the exemption, the installation of the systems have to be complete. RPTL §487 "generally provides for a 15-year exemption from real property taxation for the increase in value resulting from the installation of a qualifying system." *Department of Taxation and Finance Office of Counsel*, Issue #2 dated January 25, 2016. This exemption applies unless a taxing jurisdiction (County, City/Town, Village and School District) "opts out" of the exemption.¹ This is done either by adoption of a local law, ordinance or resolution stating that the exemption shall not be available.²

A Town has three options as to how to address this exemption.

1. Do nothing, in which case RPTL §487 would automatically be in effect pursuant to the statutory terms, thus making alternative energy systems fully

¹ The School District, County, City/Town, Village, etc. can opt out independent of what the other taxing jurisdictions are doing.

² A copy of the local law, etc. opting out of the exemption must be filed with the NYS Dept. of Taxation and NYSERDA.

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exempt for 15 years. RPTL §487(10). RPTL §487 is an "opt out" not "opt in" statute.

2. "Opt out" of the exemption pursuant to RPTL §487(8)(a), by local option, a County, City/Town, Village or School. If you opt out it is for both residential and commercial (you cannot pick one over the other) and the alternative energy systems would then be fully taxable. If a Town decides to opt out, it can later opt back in. Alternative energy systems started prior to a Town opting out will not be affected by the "opt out." Alternative energy systems are deemed to be started once an Interconnection Agreement is fully executed with a utility and, if required, a deposit is paid. The owner or developer of such systems shall provide written notification to the appropriate local jurisdiction upon execution of the contract. RPTL §487(8)(b).
3. A taxing jurisdiction can offer the RPTL §487 exemption but require a PILOT, which would allow for some generation of revenue depending on the PILOT terms. There is a 60-day window for the taxing jurisdiction to request a PILOT after the notice is given by the owner as stated above. The PILOT may require annual payments in an amount not to exceed the amounts which would normally be due if not for the exemption and shall not be longer than 15 years. RPTL §§487(9)(a) & (b). Each taxing jurisdiction may enter into a separate PILOT or they may all agree to do a joint PILOT. This would be a Town-derived 15-year PILOT and not an IDA PILOT. Attached is a copy of a proposed PILOT from NYSERDA.

Taxing jurisdictions are handling this in many different ways. Some Towns adopt moratoriums on solar farms until such time as their policy has been set. Some taxing jurisdictions have opted out.³ In Orange County, the Towns of Crawford, New Windsor and Pine Bush, as well as the Valley Central and Walkill School Districts have opted out.

RPTL §487 does not allow partial opt-outs. It is either all sized projects or no projects. As with any exemption, there can be advantages and disadvantages.

If the Town does not opt out and offers the exemption, it encourages development of alternate/clean/green energy systems, e.g. solar farms, which are usually developed on vacant land. Although the land can be purchased, so far, the trend seems to be to enter into a long-term lease. By entering into this lease, the classification of the land changes from

³ A list of jurisdictions can be found at <https://www.tax.ny.gov/research/property/legal/localop/487opt.htm>.

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agricultural or residential vacant land to commercial land. This change of classification/use of the property may increase the value of the land, so that the assessed value of the land can be changed and the amount of taxes that are then paid on the land may increase. Although you would lose out on the tax revenues on the systems, due to the potential increase in land value there may be an increase in the tax base. In addition, there are usually no additional roads that have to be plowed by the Town and there are no additional children going to school.

If the Town decides to require a PILOT instead of the total exemption, it would be a middle ground between full exemption and opting out. The Town would receive some payment pursuant to the terms of the PILOT instead of receiving nothing and would fulfill what NYS wants by encouraging the development of alternative energy systems.

If you opt out of the exemption but alternative energy systems are developed in the Town, there would be increased tax revenue from the systems. However, the owner of the property could file a tax certiorari challenge and the Town's litigation costs can rise. By not opting out, the Town often avoids future litigation although the owner could dispute the value of the land. It is not often that the value of the land alone is disputed. Since the land is usually leased, the method of valuation would be the income approach utilizing the actual income and expense statement and the revised land assessment should be supported. Owner alternative energy systems often will not dispute the land assessment since they are avoiding the taxation on the real property.

If the Town decides that it will not opt out, thus encouraging the development of alternative energy systems in the Town, I would suggest that the Town address removal of the real property/equipment at the end of the lease (or bankruptcy of the company). To ensure that the real property (panels, racking, inverters, etc.) is removed from the site⁴, the site plan approval and/or Planning Board approval should include language that requires decommissioning of the site plus a bond surety as an additional backup. The dollar amount to collect depends upon various factors, the most important of which is the value/size of the alternative energy system. Additionally, it is difficult to accurately estimate the salvage costs and condition of the equipment at the time of decommissioning because the cost to salvage, disassemble and restore the property will continue to rise over the life of the project due to inflation. A more accurate method for determining a proper bond amount would be to develop a current decommissioning cost, calculate a cost 15 or 30 years from now at an appropriate inflation rate and then take a credit for the salvage value. Attached please find a sample of a Decommissioning Bond.

⁴ Although companies claim that the salvage value of the site's materials far exceed the actual cost to decommission the site. It is the removal of the real property that is important.

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Another advantage to encouraging alternative energy systems in the Town is that it allows residents whose homes might not be suitable for an alternative energy system, or who cannot afford a system of their own to participate in the growth of clean energy and subscribe to this type of energy, thus being part of the solution for climate change which many consider to be an issue of our time.

It is important that the Town should be aware that there are companies that solicit residents who are in an area that have alternative energy systems (mostly solar farms) and offer the residents the ability to sign up to receive some credits on their electric bills through this type of energy.⁵ I feel that it is important that the Town be aware of this as residents will probably ask the Town about it.

Please let me know if there are any questions.

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By: 

Cathy I. Drobny

cdrobny@joneshacker.com

Direct Dial: (518) 213-0116

CLD:kah
Attachments

⁵The following website explains a little more about residents joining a community solar project:
<https://www.nyserda.ny.gov/All-Programs/Programs/NY-Sun/Solar-for-Your-Home/Community-Solar>.

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Effective: April 12, 2019

McKinney's RPTL § 487

§ 487. Exemption from taxation for certain energy systems

Currentness

1. As used in this section:

- (a) "Solar or wind energy equipment" means collectors, controls, energy storage devices, heat pumps and pumps, heat exchangers, windmills, and other materials, hardware or equipment necessary to the process by which solar radiation or wind is (i) collected, (ii) converted into another form of energy such as thermal, electrical, mechanical or chemical, (iii) stored, (iv) protected from unnecessary dissipation and (v) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards required by law.
- (b) "Solar or wind energy system" means an arrangement or combination of solar or wind energy equipment designed to provide heating, cooling, hot water, or mechanical, chemical, or electrical energy by the collection of solar or wind energy and its conversion, storage, protection and distribution.
- (c) "Authority" means the New York state energy research and development authority.
- (d) "Incremental cost" means the increased cost of a solar or wind energy system or farm waste energy system or component thereof which also serves as part of the building structure, above that for similar conventional construction, which enables its use as a solar or wind energy or farm waste energy system or component.
- (e) "Farm waste electric generating equipment" means equipment that generates electric energy from biogas produced by the anaerobic digestion of agricultural waste, such as livestock manure, farming waste and food processing wastes with a rated capacity of not more than one thousand kilowatts that is (i) manufactured, installed and operated in accordance with applicable government and industry standards, (ii) connected to the electric system and operated in conjunction with an electric corporation's transmission and distribution facilities, (iii) operated in compliance with the provisions of section sixty-six-j of the public service law, (iv) fueled at a minimum of ninety percent on an annual basis by biogas produced from the anaerobic digestion of agricultural waste such as livestock manure materials, crop residues and food processing wastes, and (v) fueled by biogas generated by anaerobic digestion with at least fifty percent by weight of its feedstock being livestock manure materials on an annual basis.
- (f) "Farm waste energy system" means an arrangement or combination of farm waste electric generating equipment or other materials, hardware or equipment necessary to the process by which agricultural waste biogas is produced, collected, stored, cleaned, and converted into forms of energy such as thermal, electrical, mechanical or chemical and by which the biogas and converted energy are distributed on-site. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling or insulation system of a building.
- (g) "Micro-hydroelectric energy equipment" means any energy storage device, penstock, turbine, generator and other materials, hardware and equipment necessary to the process by which the flow of stream or river water or water from other water bodies is (i) converted into electrical energy; (ii) protected from unnecessary dissipation; and (iii) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does not include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards established by law.
- (h) "Micro-hydroelectric energy system" means an arrangement or combination of micro-hydroelectric energy equipment designed to provide electrical energy by the use of flowing water. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does not include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards established by law.

(i) "Fuel cell electric generating equipment" means a solid oxide, molten carbonate, proton exchange membrane or phosphoric acid fuel cell with a combined rated capacity of not more than two thousand kilowatts. It does not include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards established by law.

(j) "Fuel cell electric generating system" means an arrangement or combination of equipment designed to produce electrical energy through reaction of chemicals, including but not limited to hydrogen, oxygen, methane and natural gas.

(k) "Micro-combined heat and power generating equipment" means an integrated, cogenerating building heating and electrical power generation system, owned, leased or operated by a residential customer, located at such customer's premises, operating on any fuel and of any applicable engine, fuel cell, fuel-flexible linear generator or other technology with a rated capacity of at least one kilowatt and not more than ten kilowatts electric and any thermal output that has a design total fuel use efficiency in the production of heat and electricity of not less than eighty percent, and annually produces at least two thousand kilowatt hours of useful energy in the form of electricity that may work in combination with supplemental or parallel conventional heating systems, that is manufactured, installed and operated in accordance with applicable government and industry standards, that is connected to the electric system and operated in conjunction with an electric corporation's transmission and distribution facilities. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does not include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards established by law.

(l) "Micro-combined heat and power generating equipment system" means an arrangement or combination of equipment designed to produce electrical energy and heat for a residential customer on such customer's premises.

(m) "Electric energy storage equipment" means a set of technologies capable of storing electric energy and releasing that energy as electric power at a later time. Electric energy storage technologies may store energy as potential, kinetic, chemical or thermal energy, that can be released as electric power and include, but are not limited to, various types of batteries, flywheels, electrochemical capacitors, compressed air storage and thermal storage devices.

(n) "Electric energy storage system" means an arrangement or combination of equipment designed to store electrical energy in electric energy storage equipment and release electric power at a later time.

(o) "Fuel-flexible linear generator electric generating equipment" or "fuel-flexible linear generator" means an integrated system consisting of oscillators, cylinders, electricity conversion equipment and associated balance of plant components that directly convert the linear motion of the oscillators into electricity and which has a combined rated capacity of not more than two thousand kilowatts.

(p) "Fuel-flexible linear generator electric generating system" means an arrangement or combination of fuel-flexible linear generator electric generating equipment designed to produce electrical energy from linear motion created by the reaction of gaseous or liquid fuels, including but not limited to biogas and natural gas.

2. Real property which includes a solar or wind energy system, farm waste energy system, micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, electric energy storage equipment and electric energy storage system, or fuel-flexible linear generator electric generating system approved in accordance with the provisions of this section shall be exempt from taxation to the extent of any increase in the value thereof by reason of the inclusion of such solar or wind energy system, farm waste energy system, micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, electric energy storage equipment and electric energy storage system, or fuel-flexible linear generator electronic generating system for a period of fifteen years. When a solar or wind energy system or components thereof, farm waste energy system, micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, electric energy storage equipment and electric energy storage system, or fuel-flexible linear generator electronic generating system also serve as part of the

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2. Real property which includes a solar or wind energy system, farm waste energy system, micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, electric energy storage equipment and electric energy storage system, or fuel-flexible linear generator electric generating system approved in accordance with the provisions of this section shall be exempt from taxation to the extent of any increase in the value thereof by reason of the inclusion of such solar or wind energy system, farm waste energy system, micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, electric energy storage equipment and electric energy storage system, or fuel-flexible linear generator electronic generating system for a period of fifteen years. When a solar or wind energy system or components thereof, farm waste energy system, micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, electric energy storage equipment and electric energy storage system, or fuel-flexible linear generator electronic generating system also serve as part of the

building structure, the increase in value which shall be exempt from taxation shall be equal to the assessed value attributable to such system or components multiplied by the ratio of the incremental cost of such system or components to the total cost of such system or components. The exemption provided by this section is inapplicable to any structure that satisfies the requirements for exemption under section four hundred eighty-three-e of this title.

3. The president of the authority shall provide definitions and guidelines for the eligibility for exemption of the solar and wind energy equipment and systems, farm waste energy equipment and systems, micro-hydroelectric equipment and systems, fuel cell electric generating equipment and systems, micro-combined heat and power generating equipment and systems, electric energy storage equipment and electric energy storage system, and fuel-flexible linear generator electric generating equipment and systems described in paragraphs (a), (b), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o) and (p) of subdivision one of this section.

4. No solar or wind energy system, farm waste energy system, micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, electric energy storage equipment and electric energy storage system, or fuel-flexible linear generator electric generating system shall be entitled to any exemption from taxation under this section unless such system meets the guidelines set by the president of the authority and all other applicable provisions of law.

5. The exemption granted pursuant to this section shall only be applicable to (a) solar or wind energy systems or farm waste energy systems which are (i) existing or constructed prior to July first, nineteen hundred eighty-eight or (ii) constructed subsequent to January first, nineteen hundred ninety-one and prior to January first, two thousand twenty-five, and (b) micro-hydroelectric energy systems, fuel cell electric generating systems, micro-combined heat and power generating equipment systems, electric energy storage equipment or electric energy storage system, or fuel-flexible linear generator electric generating system which are constructed subsequent to January first, two thousand eighteen and prior to January first, two thousand twenty-five.

6. Such exemption shall be granted only upon application by the owner of the real property on a form prescribed and made available by the commissioner in cooperation with the authority. The applicant shall furnish such information as the commissioner shall require. The application shall be filed with the assessor of the appropriate county, city, town or village on or before the taxable status date of such county, city, town or village. A copy of such application shall be filed with the authority.

7. If the assessor is satisfied that the applicant is entitled to an exemption pursuant to this section, he or she shall approve the application and enter the taxable assessed value of the parcel for which an exemption has been granted pursuant to this section on the assessment roll with the taxable property, with the amount of the exemption as computed pursuant to subdivision two of this section in a separate column. In the event that real property granted an exemption pursuant to this section ceases to be used primarily for eligible purposes, the exemption granted pursuant to this section shall cease.

8. (a) Notwithstanding the provisions of subdivision two of this section, a county, city, town or village may by local law or a school district, other than a school district to which article fifty-two of the education law applies, may by resolution provide either (i) that no exemption under this section shall be applicable within its jurisdiction with respect to any solar or wind energy system or farm waste energy system which began construction subsequent to January first, nineteen hundred ninety-one or the effective date of such local law, ordinance or resolution, whichever is later, and/or (ii) that no exemption under this section shall be applicable within its jurisdiction with respect to any micro-hydroelectric energy system, fuel cell electric generating system, micro-combined heat and power generating equipment system, electric energy storage equipment or electric energy storage system, or fuel-flexible linear generator electric generating system constructed subsequent to January first, two thousand eighteen or the effective date of such local law, ordinance or resolution, whichever is later. A copy of any such local law or resolution shall be filed with the commissioner and with the president of the authority.

(b) Construction of a solar or wind energy system or a farm waste energy system shall be deemed to have begun upon the full execution of a contract or interconnection agreement with a utility; provided

however, that if such contract or interconnection agreement requires a deposit to be made, then construction shall be deemed to have begun when the contract or interconnection agreement is fully executed and the deposit is made. The owner or developer of such a system shall provide written notification to the appropriate local jurisdiction or jurisdictions upon execution of the contract or the interconnection agreement.

9. (a) A county, city, town, village or school district, except a school district under article fifty-two of the education law, that has not acted to remove the exemption under this section may require the owner of a property which includes a solar or wind energy system which meets the requirements of subdivision four of this section, to enter into a contract for payments in lieu of taxes. Such contract may require annual payments in an amount not to exceed the amounts which would otherwise be payable but for the exemption under this section. If the owner or developer of such a system provides written notification to a taxing jurisdiction of its intent to construct such a system, then in order to require the owner or developer of such system to enter into a contract for payments in lieu of taxes, such taxing jurisdiction must notify such owner or developer of its intent to require a contract for payments in lieu of taxes within sixty days of receiving the written notification.

(b) The payment in lieu of a tax agreement shall not operate for a period of more than fifteen years, commencing in each instance from the date on which the benefits of such exemption first become available and effective.

10. Notwithstanding the foregoing provisions of this section, on or after April first, two thousand nineteen, a county, city, town or village may by local law or a school district, other than a school district to which article fifty-two of the education law applies, may by resolution provide that real property that comprises or includes a solar or wind energy system, farm waste energy system, microhydroelectric energy system, fuel cell electric generating system, microcombined heat and power generating equipment system, electric energy storage system, or fuel-flexible linear generator as such terms are defined in paragraphs (b), (f), (h), (i), (l), (n), and (o) of subdivision one of this section (hereinafter, individually or collectively, "energy system"), shall be permanently exempt from any taxation, special ad valorem levies, and special assessments to the extent provided in section four hundred ninety of this article, and the owner of such property shall not be subject to any requirement to enter into a contract for payments in lieu of taxes in accordance with subdivision nine of this section, if: (a) the energy system is installed on real property that is owned or controlled by the state of New York, a department or agency thereof, or a state authority as that term is defined by subdivision one of section two of the public authorities law; and (b) the state of New York, a department or agency thereof, or a state authority as that term is defined by subdivision one of section two of the public authorities law has agreed to purchase the energy produced by such energy system or the environmental credits or attributes created by virtue of the energy system's operation, in accordance with a written agreement with the owner or operator of such energy system. Such exemption shall be granted only upon application by the owner of the real property on a form prescribed by the commissioner, which application shall be filed with the assessor of the appropriate county, city, town or village on or before the taxable status date of such county, city, town or village.

however, that if such contract or interconnection agreement requires a deposit to be made, then construction shall be deemed to have begun when the contract or interconnection agreement is fully executed and the deposit is made. The owner or developer of such a system shall provide written notification to the appropriate local jurisdiction or jurisdictions upon execution of the contract or the interconnection agreement.

9. (a) A county, city, town, village or school district, except a school district under article fifty-two of the education law, that has not acted to remove the exemption under this section may require the owner of a property which includes a solar or wind energy system which meets the requirements of subdivision four of this section, to enter into a contract for payments in lieu of taxes. Such contract may require annual payments in an amount not to exceed the amounts which would otherwise be payable but for the exemption under this section. If the owner or developer of such a system provides written notification to a taxing jurisdiction of its intent to construct such a system, then in order to require the owner or developer of such system to enter into a contract for payments in lieu of taxes, such taxing jurisdiction must notify such owner or developer of its intent to require a contract for payments in lieu of taxes within sixty days of receiving the written notification.

(b) The payment in lieu of a tax agreement shall not operate for a period of more than fifteen years, commencing in each instance from the date on which the benefits of such exemption first become available and effective.

10. Notwithstanding the foregoing provisions of this section, on or after April first, two thousand nineteen, a county, city, town or village may by local law or a school district, other than a school district to which article fifty-two of the education law applies, may by resolution provide that real property that comprises or includes a solar or wind energy system, farm waste energy system, microhydroelectric energy system, fuel cell electric generating system, microcombined heat and power generating equipment system, electric energy storage system, or fuel-flexible linear generator as such terms are defined in paragraphs (b), (f), (h), (i), (l), (n), and (o) of subdivision one of this section (hereinafter, individually or collectively, "energy system"), shall be permanently exempt from any taxation, special ad valorem levies, and special assessments to the extent provided in section four hundred ninety of this article, and the owner of such property shall not be subject to any requirement to enter into a contract for payments in lieu of taxes in accordance with subdivision nine of this section, if: (a) the energy system is installed on real property that is owned or controlled by the state of New York, a department or agency thereof, or a state authority as that term is defined by subdivision one of section two of the public authorities law; and (b) the state of New York, a department or agency thereof, or a state authority as that term is defined by subdivision one of section two of the public authorities law has agreed to purchase the energy produced by such energy system or the environmental credits or attributes created by virtue of the energy system's operation, in accordance with a written agreement with the owner or operator of such energy system. Such exemption shall be granted only upon application by the owner of the real property on a form prescribed by the commissioner, which application shall be filed with the assessor of the appropriate county, city, town or village on or before the taxable status date of such county, city, town or village.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as the date on cover page, above, by and between {NAME OF ("Owner"), a _____ Owner, with a principal place of business at _____; and (Choose one as appropriate: - the {School District name), (the "School District"), a school district duly established with a principal place of business at _____ New York Town/Village/City of, New York, (the "Town"), a municipal corporation duly established with a principal place of business at _____ New York, and the County of _____, New York, a municipal corporation duly established with a principal place of business at _____ New York (the "County")). The School District/ Town/ County is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately _____ kilowatts/megawatts AC on a parcel of land located within the Town/Village/City at _____ and identified as SBL # _____, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a) the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the (Town/Village/City) an RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be

subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties

(a) The Owner hereby represents and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and validly existing _____ (corporation, limited liability company) duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other Taxing Jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize each of the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes

subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties

(a) The Owner hereby represents and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and validly existing _____ (corporation, limited liability company) duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other Taxing Jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

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1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize each of the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes

the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of \$_____ per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2.0%) per year. Based on the Capacity of _____ Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction on the date on which taxes would be due if the Project were not exempt from taxation for each fiscal tax year during the term of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction' tax rate, and the Taxing Jurisdiction agree that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction' tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments.

To the extent that the Capacity of the Project is more or less than the _____ Megawatts AC on the date when the Project is mechanically complete and Owner has commenced

production of electricity the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection. (Depending on the type of jurisdiction – choose one) Payments for the School District shall be made payable to the _____ School District and mailed to the School District, c/o the Superintendent's Office, _____, New York and are due no later than September 15th of each year. Payments for the Town shall be made payable to the Town of _____ and mailed to the Town of _____, c/o the Town of _____ Supervisor's Office, _____, New York _____ and are due no later than February 15th of each year. Payments for the County shall be made payable to the County Treasurer and mailed to the County of _____, c/o, _____, New York _____ and are due no later than February 15th of each year. All late payments shall accrue interest at the statutory rate for late tax payments under New York Law, Owner shall pay the reasonable attorneys' fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge of the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction and such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner; provided, however, that Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign its payment obligations under this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the

production of electricity the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

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construction, operation and/or maintenance of the Project, or to any party that has an investment-grade credit rating according to S&P or Moody's. If Owner is permitted to otherwise assign this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their approved respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

With a copy to:

If to the Taxing Jurisdiction:

Attn: Superintendent
Mayor
Town Supervisor
County

With a copy to:

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner

Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

14. Remedies; Waiver And Notice. (A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

Attn: Superintendent
Mayor
Town Supervisor
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(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project, and that

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are there are no third party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

By: _____
Name:
Title:

Date: _____

TAXING JURISDICTION OF

**Superintendent/Supervisor/County
Official**

Date

Date: _____

TAXING JURISDICTION OF

Superintendent/Supervisor/County
Official

Date

EXHIBIT A

Description of Land

[REDACTED]
Solar Facility Decommissioning Bond

KNOW ALL MEN BY THESE PRESENTS: That [REDACTED] (hereinafter called the Principal), and [REDACTED] (hereinafter called the Surety), a corporation duly organized under the laws of the [REDACTED], are held and firmly bound unto Town of [REDACTED] Planning Department (hereinafter called the Obligee), in the full and just sum of [REDACTED], the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has issued the Principal a special use permit related to [REDACTED] and as a requirement of such permit the Principal is obligated to remove the Solar Facility equipment from property located at [REDACTED] upon discontinuance of service.

WHEREAS, the Obligee has agreed to accept this bond as security for performance of Principal's obligations under said permit during the time period this bond remains in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said permit as stipulated above, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise cancelled as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This bond may be terminated or canceled by surety by giving not less than sixty (60) days written notice to the Obligee, stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond as a result of default by Principal prior to the effective date of such termination.
3. Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Obligee recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served one year after termination or cancellation of this bond.
5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
7. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall prevail in all respects.
8. It is expressly understood and agreed that this bond does not cover or guarantee rent or lease payments of any kind.
9. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:
[REDACTED]

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions herein.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this day of , 20

By: [REDACTED]

By: [REDACTED]

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served one year after termination or cancellation of this bond.
5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
7. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall prevail in all respects.
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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

By: _____

[REDACTED]

[REDACTED]

By: _____

[REDACTED]

10 December 2019

Gilbert Piquadio
Supervisor to the Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Jeffrey Lease
597 Grand Avenue
Newburgh, New York 12550

Dear Gilbert Piquadio,

It has come to my attention that the Town is considering exercising Home Rule in order to fully tax a Solar Farm. I think this may be wrong-headed for a number of reasons.

Adopting Home Rule forces a town to tax all new solar equipment, both residential and commercial, equally. Under the change a town prevents an IDA from granting a 10-year tax exemption. To adopt this change seems to me to be absolutely backward thinking. The effect would be to de-incentivize residents and businesses from investing in solar because it increases their real property tax. Allow me to make a few points in favor of leaving the law as it is.

1. The taxable value is on equipment, not a structure. The taxation of equipment has already been successfully challenged in a recent court case with Cornell University. This is shaky ground to be sure; what other equipment do we tax, air conditioning systems and garage-door openers? The State is looking very carefully at this aspect as they fund, promote and push for their 50% renewable Green Initiative of 2030.

2. The Town of Newburgh does not presently have a Zoning Law that allows for any other future development. The current code has placed Solar Farms in a zone in which there are no available properties. I have argued this point before the Town Board in 2018 and the Zoning Board in 2019. There is now and for the foreseeable future only one Solar Farm project in the Town of Newburgh.

3. The County Assessor's Office has uniformly taxed these projects based on NYSERD's recommendation of \$10,000 aggregate tax per 1 MW. Typical 4MW arrays would therefore be fully taxed at \$40,000/year. Assuming Town taxes at one-third of total tax the annual Town portion of a fully taxed array would be \$13,200.

IDA PILOT abatements vary in length but typically are 10-year arrangements that begin at 50% of full tax the first year and increase 5% per annum until they reach 100% tax by the end of year 10. Calculating forward the total aggregate tax loss for a 4MW system to the Town would therefore be \$36,300.

4. Towns that opt for Home Rule for the purpose of taxation do so at their peril in that they must tax all solar units uniformly across a township. Some towns that have invoked Home Rule are not taxing new residential applications to avoid public resistance. These townships and their assessors want to have it both ways. It will not last.

If the Newburgh Mall or Matrix wanted a rooftop solar array would you want to discourage them by increasing taxes? It would highlight an uneven enforcement of taxation. By opting for Home Rule you may be addressing a problem you don't have and creating a problem you don't need. The tax loss to the Town is so minimal and the repercussion so dramatic I don't see this as much of a decision.

5. Most importantly, promoting local renewable energy is the right thing to do.

It has become a moral imperative for some and essential business practice for others. I personally welcome this long awaited shift in public consciousness. All along the Solar Farm approval process I have been met with Town residents who enthusiastically endorse this type of development. Additionally, we know the margins are thin on these projects and without incentives; this type of development would not get built at all.

I am convinced that by ensuring the future viability of renewable energy in the Town we are in-fact ensuring the long-term health of our residents.

Respectfully yours,

A handwritten signature in cursive script that reads "Jeffrey Lease". The signature is written in dark ink and is positioned below the "Respectfully yours," text.

Jeffrey Lease

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It has become a moral imperative for some and essential business practice for others. I personally welcome this long awaited shift in public consciousness. All along the Solar Farm approval process I have been met with Town residents who enthusiastically endorse this type of development. Additionally, we know the margins are thin on these projects and without incentives; this type of development would not get built at all.

I am convinced that by ensuring the future viability of renewable energy in the Town we are in-fact ensuring the long-term health of our residents.

Respectfully yours,

A handwritten signature in cursive script that reads "Jeffrey Lease". The signature is written in black ink and is positioned below the typed name.

Jeffrey Lease



Gil Piaquadio <supervisor@townofnewburgh.org>

Solar and Wind Assessment

message

Mon, Sep 30, 2019 at 11:19 AM

Mark Taylor <MTaylor@riderweiner.com>
: "supervisor@townofnewburgh.org" <supervisor@townofnewburgh.org>
: "councilmanmanley@townofnewburgh.org" <councilmanmanley@townofnewburgh.org>

Gil,

Going back in the discussion that we've had going on since 2017 on the solar/wind exemption, just a reminder that in order to opt out, we'll need a local law.

Best,

Mark

From: Mark Taylor
Sent: Monday, July 09, 2018 5:14 PM
To: 'supervisor@townofnewburgh.org' <supervisor@townofnewburgh.org>
Subject: FW: 10/30/17 Assessment Community Weekly

Just a reminder regarding the opt out option on the solar/wind property tax exemption.

Mark

From: Mark Taylor
Sent: Tuesday, December 05, 2017 10:59 AM
To: Gil Piaquadio <supervisor@townofnewburgh.org>
Subject: FW: 10/30/17 Assessment Community Weekly

Staying in?

From: Molly Carhart [mailto:assessor@townofnewburgh.org]
Sent: Monday, October 30, 2017 5:23 PM
To: Gil Piaquadio <supervisor@townofnewburgh.org>; Mark Taylor <MTaylor@riderweiner.com>
Subject: Fwd: 10/30/17 Assessment Community Weekly

Since we're on the topic anyway, the good Governor also expanded the solar/wind exemption. This is the one that's automatically granted unless the municipality/taxing authority opts out. It's worth looking at.

Thanks,

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Assessment Community Weekly

Action on property tax legislation

Governor Cuomo signed six property tax-related pieces of legislation last week. See our [current status page](#), 2017 RPT Related Bills of Interest - Passed Both Houses, early and often to stay up to date. The signed bills include:

- Chapter 336, which expands the RPTL 487 exemption for solar and wind energy systems to include micro-hydroelectric energy systems, fuel cell electric generating systems, micro-combined heat and power generating systems, and electric energy storage systems. These changes take effect on January 1, 2018. Any county, city, town, village, or school district that wishes to opt-out of the exemption for these newly added energy systems must pass a local law (or, in the case of a school district, a resolution). As we read the law, if a municipality has already opted out of the exemption for solar and wind energy systems, that local law or resolution does not apply to these newly added systems—a separate local law or resolution is required.
- Chapter 376, which amends RPTL Section 458 to allow school districts to adopt the eligible funds veterans' exemption.

New judicial case

New on the Judicial cases webpage: [Matter of 24-60 47th St. LLC v City of New York.](#)

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Molly A. Carhart

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Assessment Community Weekly

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Molly A. Carhart

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NEW YORK STATE BOARD ON ELECTRIC
GENERATION SITING AND THE ENVIRONMENT

CASE 18-F-0325 - Application of Danskammer Energy, LLC for a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 for Approval to Repower its Danskammer Generating Station Site Located in the Town of Newburgh, Orange County.

RULING ADOPTING PROTECTIVE ORDER

(Issued December 20, 2019)

ANTHONY M. BELSITO, and MICHAEL S. CARUSO, Examiners:

INTRODUCTION

In this ruling, we adopt the attached Protective Order, which protects from public dissemination any information submitted in this proceeding that is claimed to be confidential. The terms and conditions of the Protective Order are self-executing and are immediately effective and binding upon all parties, their attorneys, consultants, and agents.

DISCUSSION

We adopt this Protective Order in order to facilitate the parties' participation in this proceeding by making Protected Information expeditiously available without adversely affecting any party's legitimate interests in either maintaining or challenging the confidentiality of information. It allows for more expedited discovery, outlines the process for challenging confidentiality claims, avoids piecemeal litigation of confidentiality requests, addresses the provisions of the Freedom of Information Law (FOIL),¹ and recognizes the role of

¹ Public Officers Law § 87, as implemented by the Department of Public Service regulations, 16 NYCRR Part 6.

the examiners in making an independent determination as to eligibility for protection of any material entered into the record, even if the confidentiality claim is uncontested.

The Protective Order defines Protected Information, who may have access to it, and how it must be filed, submitted, labeled and safeguarded. It also describes the process for a party to challenge a Providing Party's assertion that information is Protected Information and should be exempt from disclosure under FOIL.

Under the Protective Order, parties and their legal counsel and consultants, State Agency parties, including municipal entities and consultants retained by municipalities, may not gain access to Protected Information, as defined in the Protective Order, unless an Acknowledgement in the form attached to the Order is executed. Acknowledgements applicable to specific parties and attached as Exhibits 1, 2 and 3, should be executed, served on all parties and the Examiners, and filed with the Secretary. A party executing an Acknowledgment will be entitled to access to Protected Information subject to the terms and conditions of the Protective Order.

All parties and, if applicable, their consultants and FOIL officers are required to read the Protective Order. Any violation of the Protective Order through the public disclosure of Protected Information may be subject to sanctions.

(SIGNED)

ANTHONY M. BELSITO

(SIGNED)

MICHAEL S. CARUSO

NEW YORK STATE BOARD ON ELECTRIC
GENERATION SITING AND THE ENVIRONMENT

CASE 18-F-0325 - Application of Danskammer Energy, LLC for a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 for Approval to Repower its Danskammer Generating Station Site Located in the Town of Newburgh, Orange County.

PROTECTIVE ORDER

(Adopted by Ruling Issued on December 20, 2019)

PURPOSE

1. The purpose of this Protective Order is to facilitate the parties' participation in and the expeditious conduct of this proceeding by making Protected Information available to the parties promptly, without adversely affecting any party's legitimate interests in either maintaining or challenging the confidentiality of the Protected Information.

DEFINITIONS

For the purposes of this Protective Order:

2. "Protected Information" is information that is submitted to the New York State Board on Electric Generation Siting and the Environment (Siting Board) or the Department of Public Service (DPS) by a party to this proceeding under cover of a claim that it should be protected from public disclosure under the Freedom of Information Law (FOIL), Public Officers Law (POL) § 84 et seq., as implemented by Part 6 of the Rules of the Public Service Commission (Commission), 16 NYCRR § 6-1.1 et seq., made applicable by the Rules of the Siting Board, 16 NYCRR § 1000.3, and the procedures outlined in Paragraph 5 below regarding a Request for Protected Status. "Protected information" also includes any information learned on any site visit to the project area about the location of any threatened or endangered species, or species of special concern, or location or characteristics of the habitat of such species.
3. The "submission" of documents is a generic term referring to any means by which a party to this proceeding transfers documents into the possession of the Siting Board or DPS.

Discovery questions and answers are examples of documents that are submitted. Discovery questions and answers traditionally are not filed in Siting Board proceedings and do not become part of the formal record unless a party tenders them as an exhibit through an evidentiary or similar process.

4. The "filing" of documents refers only to the process whereby a person tenders a document for inclusion in the formal record of this case that is maintained by the Secretary of the Siting Board. Through the Department of Public Service Document and Matter Management (DMM) system, the Secretary has the capability to receive and store both public and confidential documents in the formal record of a proceeding, and both are considered filed in the Secretary's files. Documents that are filed are a subset of documents that are submitted.
5. For purposes of this Protective Order, "State Agency" means any state or municipal department, board, bureau, division, commission, committee, public authority, public corporation, council, office or other governmental entity performing a governmental or proprietary function for the state or any one or more municipalities thereof, except the judiciary or the state legislature.

PROCESS FOR SUBMISSION AND SHARING OF PROTECTED INFORMATION

6. To qualify its information as Protected Information, the party submitting the information (Providing Party) to DPS or the Siting Board must submit to the Presiding Examiners a contemporaneous, written request (Request for Protected Status) that:
 - a. clearly and specifically identifies what information the Providing Party believes should receive such treatment;
 - b. briefly describes how the information meets the criteria for exemption from public disclosure under FOIL and the Commission rules implementing it, cited above; and
 - c. identifies to which parties the Protected Information has been or will be provided.

The Protected Information itself shall be submitted to the Presiding Examiners with the Request for Protected Status.

7. The Request for Protected Status must be served on all parties. A Providing Party should endeavor in all cases to prepare a Request for Protected Status that does not, itself, include Protected Information, so that the Request for Protected Status can be served on all parties and, if appropriate, publicly filed, as outlined below. If that is not possible, a Providing Party shall prepare redacted and unredacted versions of the Request for Protected Status, in which case only the redacted version should be served on parties not entitled to receive Protected Information.
8. The party making a Request for Protected Status must provide the Protected Information directly to counsel for parties requesting it and entitled to receive it under this Protective Order at the same time it submits the Request for Protected Status.
9. The Request for Protected Status needs to be filed with the Secretary of the Siting Board only if the Protected Information is included in a document to be filed with the Secretary. Further details about filing documents are outlined in Paragraph 22.
10. The cover page of any document containing Protected Information shall be clearly marked "CONFIDENTIAL SUBJECT TO PROTECTIVE ORDER IN CASE XX-F-XXXX." In addition, each page of a document on which Protected Information appears should be clearly marked "CONFIDENTIAL - CONTAINS PROTECTED INFORMATION." Where possible, when a document is being created for submission in this proceeding, the Protected Information itself should be denoted as illustrated in the following example:

In a sentence where confidential information is to be revealed, the sentence should flag the precise confidential information by including **BEGIN CONFIDENTIAL INFORMATION <**
> END CONFIDENTIAL INFORMATION in one or more places so that a redacted version with identical line numbering and pagination can be prepared from it as necessary. For example, "As shown on Exhibit RBG-1, Applicant forecasts

that, once it is fully operational, its production cost will be **BEGIN CONFIDENTIAL INFORMATION <\$40> END CONFIDENTIAL INFORMATION** per MWH on an average annual basis,".

ACCESS TO PROTECTED INFORMATION

11. Any party that: (a) has requested the information or normally would be entitled to service of such under the Commission's Rules of Procedure and (b) is not a party that would benefit from access to the Protected Information by reason of being a competitor or having an adverse business interest to the Providing Party is entitled to access to Protected Information under this Protective Order. Parties receiving Protected Information under this Protective Order are "Receiving Parties."
12. Except as provided in subparagraphs (a) and (b) below, to access Protected Information, counsel or an authorized representative of a Receiving Party must execute the Acknowledgment attached hereto as Exhibit 1, file the signed Acknowledgment with the Secretary to the Siting Board, and contemporaneously serve it on all other parties and the Examiners. Counsel or other authorized representative that has signed the Acknowledgment on behalf of the Receiving Party is responsible for ensuring that the party's officers, principals, employees, agents, and consultants are familiar with the terms of this Protective Order.
 - a. Trial staff of the Department of Public Service (Staff) and trial staff of the Department of Environmental Conservation (DEC Staff) are subject to and are familiar with the provisions of Public Service Law § 15 and Public Officers Law § 74, which provides for disciplinary action, fine, or prosecution for the disclosure of confidential information. Trial Staff and DEC staff are not required to execute the Acknowledgement in this Protective Order to have access to Protected Information but are otherwise bound by the terms of this Protective Order.

- b. New York State Agencies² and Municipalities³ may participate in this proceeding in the same manner as any other intervenor-party. Like Staff, State Agencies are subject to both POL § 74 and FOIL. Similarly, Municipalities are subject to both Article 18 of the General Municipal Law⁴ and FOIL. They need not sign the Acknowledgement but, instead, must sign and file with the Secretary a State Agency Agreement, attached hereto as Exhibit 2. The State Agency and Municipality Agreement is attached as Exhibit 2 and sets forth that Agency or Municipality's agreement that all determinations regarding the confidentiality of Protected Information shall be made by the Presiding Examiners in this proceeding in the first instance, and otherwise made exclusively by the Department of Public Service, and acknowledges that the State Agency or Municipal party has obtained Protected Information only by virtue of its status as a party in this proceeding.
13. A Receiving Party's consultant or other expert who is not an employee or agent of the Receiving Party, but is retained to assist the Receiving Party in its participation in this proceeding, is an "Outside Consultant." If an Outside Consultant desires to obtain access to Protected Information, the Receiving Party shall:
- a. Provide the Outside Consultant with a copy of this Protective Order;
 - b. Obtain from the Outside Consultant an executed Consultant Protective Agreement, attached to this Protective Order as Exhibit 3;
 - c. File a copy of the executed Consultant Protective Agreement with the Secretary to the Siting Board and contemporaneously serve it on all other parties and the Presiding Examiners;
 - d. Notify the Providing Party of its intention to make Protected Information available to the Outside Consultant; and

² As defined in Public Officers Law § 74.

³ As defined in General Municipal Law § 800(4).

⁴ See General Municipal Law § 805-a(1)(b).

- e. Obtain the consent of the Providing Party, which consent may not be unreasonably withheld. If the Providing Party does not object to the notice within five (5) business days following the filing of the Consultant Protective Agreement, consent to such access will be deemed granted. If the Providing Party does object to the provision of any or all of its Protected Information to the Outside Consultant, the Presiding Examiners will establish procedures to resolve the objection expeditiously.
14. Counsel or an authorized representative of record of a Receiving Party may, on a need-to-know basis and solely for the purposes of this proceeding, provide access to Protected Information to the following persons, subject to the conditions set forth in this Protective Order:
- a. Persons employed by the Receiving Party; and
 - b. Persons not employed by the Receiving Party but who are identified by that party as Outside Consultants participating in this proceeding on behalf of that party, provided that each such person has executed the Consultant Protective Agreement and a copy of that Agreement has been filed and served on all other parties pursuant to Paragraph 12.
15. When executing the Acknowledgement, State Agency Agreement, and/or Consultant Protective Agreement, a party may indicate that it does not want to receive all Protected Information automatically. The purpose of this provision is to relieve parties with limited interests in this proceeding from the obligation to safeguard unwanted information. In lieu of the Protected Information itself, the Providing Party will send parties that have elected this option a notice of the availability of Protected Information and a brief description of the nature of the information. Parties who receive this notice may request all or some of the described information at any time during this proceeding. The Providing Party has no obligation to make it available until such request is received.
16. A Providing Party may opt not to supply Protected Information to parties that have executed the Acknowledgement, State Agency Agreement, and/or Consultant Protective Agreement if the Providing Party has a good-faith belief that such parties are not qualified to be Receiving Parties, as described in Paragraph 10 of this

Protective Order. To exercise this option, the Providing Party shall provide a written justification for its belief that such parties are among the persons for whom exceptions to disclosure of the Protected Information are or should be established. If such parties object to the withholding of the Protected Information by the Providing Party, and the parties have attempted to resolve the objections on an informal basis but cannot reach agreement, the matter may be brought to the Presiding Examiners for resolution.

SAFEGUARDING PROTECTED INFORMATION

17. All parties, including their officers, principals, employees, and agents, are bound by this Protective Order.
18. No party shall disclose, copy or otherwise reproduce, or use Protected Information for any purpose other than that authorized by this Protective Order.
19. No duplication or reproduction of the Protected Information may be made beyond that which is necessary to give access to the persons authorized by the provisions of this Protective Order. Persons who are provided with access to Protected Information pursuant to this Protective Order may take limited notes regarding such information to the extent necessary in connection with this proceeding, and should label such notes "Confidential." The protections afforded to Protected Information apply not only to the originally provided document or file in which it was contained, but also to any subsequent documents, notes, recordings, electronic files, or other media in which it may be incorporated, including copies generated by automated back-up systems for computer workstations and network data storage devices.
20. All parties in possession of Protected Information must safeguard it from public disclosure in accordance with the terms, purposes, and intent of this Protective Order. To this end, persons having custody of any Protected Information shall keep all copies and notes of Protected Information segregated physically under lock, electronically under password protection or encryption, or otherwise properly secured when they are not being reviewed.
21. With the exception stated here, no person receiving Protected Information may use such information for any purpose other than preparation for and participation in

this proceeding, and then solely as contemplated in this Protective Order. The exception to this restriction is that Staff and staff of the Department of Environmental Conservation (DEC) may use Protected Information received in the course of this proceeding for other purposes and in other proceedings, but only to the extent that Staff and/or DEC Staff otherwise would be entitled to receive such Protected Information either in the course of the ongoing regulatory functions of the DPS or DEC generally or specifically in their roles as trial or advisory staff in a proceeding before the Public Service Commission or New York State Board on Generation Siting and the Environment or before the Commissioner of DEC.

USE OF PROTECTED INFORMATION IN THIS PROCEEDING

22. Any party may rely upon, quote, cite to, ask questions about, dispute, criticize, and otherwise use Protected Information in the conduct of this case, so long as such party maintains its confidentiality consistent with this Protective Order, through measures required by this Protective Order, such as the preparation of Redacted and Unredacted Versions, proper labeling of Protected Information, restricted sharing of Protected Information, and proper storage and safekeeping of Protected Information, among other requirements.
23. Filed Documents: Parties may refer to Protected Information in briefs, motions, pre-filed testimony, exhibits, or other materials filed in this proceeding. When a party includes Protected Information in a filed document, the filing party must adhere to the following procedure:
 - a. The filing party shall file a Request for Protected Status identifying all Protected Information contained in its filing. This applies even if a Request for Protected Status with respect to the Protected Information previously was submitted to the Presiding Examiners.
 - b. If the filing party received the Protected Information under the terms of this Protective Order, the filing party shall prepare a Request for Protected Status identifying the Providing Party and appending the Providing Party's previously submitted Request for Protected Status.

- c. The filing party must prepare separate versions that include and omit the Protected Information (the Unredacted Version and the Redacted Version, respectively). The versions must be identical in pagination and formatting, differing only in the presence or absence of the Protected Information. The Unredacted Version must bear a conspicuous notation on the cover page and on each page bearing Protected Information, as described in Paragraph 9. The Unredacted Version will be treated as Protected Information pursuant to this Protective Order; the Redacted Version will be treated as a public, non-confidential document. The Unredacted Version should be served only upon those parties entitled to receive Protected Information under the terms of this Protective Order, while the Redacted Version, and the Request for Protected Status, shall be served on all other parties.
- i. If the filing party is a registered user of the DMM system, the filer shall file both the Redacted and Unredacted Versions electronically, making use of the capability of DMM to accept a confidential document for filing from a registered user.
- ii. If the filing party is not registered for electronic filing within DMM, the filer shall send to the Secretary for filing only the Redacted Version and the Request for Protected Status. The Unredacted Version shall be submitted to the Presiding Examiners, who will, in that instance, ensure that the Unredacted Version is filed confidentially in DMM and included in the formal case file maintained by the Secretary.
24. Where a document containing Protected Information is submitted but not filed, such as a document exchanged in discovery, the Providing Party must prepare a Redacted Version and provide the Redacted Version to any party that is precluded from receiving an Unredacted Version under Paragraphs 10 and 15 of this Protective Order.
25. Where a Receiving Party intends to use Protected Information provided by a Providing Party in a filed document, such as in prefiled testimony, a hearing exhibit, or a brief, the Receiving Party shall give the Presiding

Examiners and the Providing Party at least five (5) business days' notice prior to the filing deadline. Thereafter, the Providing Party and the Receiving Party promptly shall confer in good faith on ways that might enable the Receiving Party to submit a public document, such as the waiver of the Providing Party's claim of confidentiality as to particular pieces of information or the creation of a redacted version that meets the Receiving Party's need to convey information with equal effectiveness.

26. If Protected Information is proposed to be included in the evidentiary record of the case, the Presiding Examiners shall take steps to ensure that separate confidential and public versions of the transcript of testimony and the exhibits are created.
27. If, at any time, it becomes apparent that Protected Information is to be discussed at a hearing or conference, the Presiding Examiners shall take steps to ensure that only those entitled to receive Protected Information will be able to hear or review the information.
28. To facilitate the management of a hearing or conference at which Protected Information will be discussed, counsel or the authorized representative of a party will advise the parties and the Presiding Examiners as far in advance as possible and, absent good cause shown, not less than 72 hours in advance, that particular testimony, questioning, discussions or presentations are expected to include Protected Information.

DETERMINATIONS REGARDING CONFIDENTIAL STATUS OF PROTECTED INFORMATION

29. In general, this Protective Order allows the parties to this proceeding to exchange, use, and file Protected Information in this proceeding without the need for a formal determination as to whether the information is entitled to be exempt from public disclosure under FOIL or the Commission's implementing regulations, 16 NYCRR Part 6. In the absence of any such formal determination, the Siting Board and the Department of Public Service will treat all Protected Information as confidential, consistent with the requirements of FOIL.

30. If (a) there is a request for public disclosure of any Protected Information, or (b) any party to this proceeding wishes to challenge a Providing Party's assertion that information is Protected Information and should be exempt from disclosure under FOIL, or (c) the Presiding Examiners so choose as a matter of discretion, the Presiding Examiners will rule on the confidentiality of Protected Information under FOIL. Before the Presiding Examiners make such a ruling, the Providing Party will be given an opportunity to provide a more detailed brief justifying its claim that the information is confidential and exempt from disclosure under FOIL.
31. Any party may object to the designation of particular documents or other materials as Protected Information. A party objecting to the designation of documents or materials as Protected Information must notify the Providing Party, other parties to this proceeding entitled to access to the information in question, and the Presiding Examiners of its objection. Thereafter the Presiding Examiners shall set a deadline for the Providing Party's brief and establish such other procedures as may be appropriate to the determination.
32. In the event the Presiding Examiners rule that certain information is not entitled to confidentiality under FOIL, the information nevertheless shall continue to be Protected Information under this Protective Order, and to be subject to all the confidentiality protections afforded by this Protective Order, until all appeals relating to the confidentiality determination are exhausted. Where no further appeals are available and there is a final, non-appealable determination that information is not entitled to confidentiality under FOIL, the information must continue to be Protected Information under this Protective Order until 15 days after such final determination. Thereafter, the information will lose its status as Protected Information under this Protective Order and can be made public.

UNAUTHORIZED RELEASE OF PROTECTED INFORMATION

33. If a party believes that it may have disclosed Protected Information to a person not entitled to receive it under the terms of this Protective Order, it will notify the Providing Party immediately and will give detailed information concerning all steps taken or that will be

taken to reverse or minimize the consequences of the improper release.

34. Persons who use or disclose Protected Information contrary to the terms of this Protective Order will be subject to such sanctions as may be imposed by the Presiding Examiners or the Siting Board, which may include limitation or termination of the responsible individual's or party's participation in this proceeding. Such persons and the parties they represent also may be liable criminally or civilly under relevant federal and State statutes and regulations.

OBLIGATION TO DESTROY PROTECTED INFORMATION

35. The obligation of a party in possession of Protected Information to safeguard it from public disclosure does not end with this proceeding. It continues as specified in FOIL and 16 NYCRR § 6-1.4(a)(3).
36. Within one year following the completion of this proceeding, including the periods for administrative or judicial review of this proceeding, all Receiving Parties shall certify to each Providing Party that the Protected Information has been destroyed. The certification will describe how the Protected Information was destroyed and address the destruction of any subsequent documents, notes, recordings, electronic files, or other media in which it may be recorded. Parties acknowledge that complete destruction or elimination of all versions of Protected Information may be impossible or extremely impracticable, due to the existence of copies generated by automated back-up systems for computer workstations and network data storage devices. Nevertheless, they shall exercise best efforts to destroy reasonably accessible versions of the Protected Information and maintain measures to continue to protect the confidentiality of any Protected Information that may remain in such systems.
37. In special circumstances, such as where Protected Information is contained in a format that makes its destruction problematic or gives it particular value to the Providing Party, the Providing Party may specify that the Protected Information must be returned to it in lieu of destruction.
38. Notwithstanding the foregoing, Staff and DEC Staff may retain Protected Information, as stated above in Paragraph

20, provided that confidentiality is maintained consistent with the terms and conditions of the Protective Order. Other parties may retain Protected Information beyond the one-year period only if given express permission to do so by the Providing Party.

RIGHTS RESERVED

39. Nothing in this Protective Order imposes any obligations upon a Providing Party with respect to the handling of its own Protected Information.
40. This Protective Order does not constitute a substantive ruling that the Protected Information is entitled to confidential status pursuant to FOIL or the Commission's implementing regulations. This Protective Order shall in no way constitute a waiver of the rights of any party in this proceeding to contest any assertion, or to appeal any finding, that specific information is or is not Protected Information or that such information should or should not be subject to the protective requirements of this Protective Order.
41. Nothing in this Protective Order limits or expands in any way the applicable law concerning the permissible scope of discovery. Nothing in this Protective Order limits in any way the right of any party to question, challenge, or object to the admissibility of any Protected Information furnished under the terms of this Protective Order on any grounds available by law, including relevancy, materiality and jurisdiction.

NEW YORK STATE BOARD ON ELECTRIC
GENERATION SITING AND THE ENVIRONMENT

CASE 18-F-0325 - Application of Danskammer Energy, LLC for a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 for Approval to Repower its Danskammer Generating Station Site Located in the Town of Newburgh, Orange County.

PROTECTIVE ORDER - EXHIBIT 1
ACKNOWLEDGMENT

On behalf of: _____
(Name of Party)

I acknowledge receipt of a copy of the Protective Order adopted in a ruling issued on December 20, 2019, in the above-captioned proceeding and affirm that I have read and understand its terms and provisions.

I understand that certain information to which the party I represent is to be given access is Protected Information within the meaning of that term under the Protective Order and that the use or disclosure of that Protected Information, other than as permitted by the Protective Order, may cause substantial commercial harm to a Providing Party. I assume full responsibility for ensuring the employees, officers, and agents of the party I represent who may obtain access to Protected Information are fully aware of all terms of the Protective Order.

I further certify that I am an attorney representing the party named above, or an authorized representative of such party, and that I have full authority to execute this document. The party named above elects (check one):

- To receive all Protected Information as soon as it is made available pursuant to the Protective Order.
- To receive notice of the availability of Protected Information.

BY: _____ NAME: _____
(Signature) (Print or Type)

DATE: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

NEW YORK STATE BOARD ON ELECTRIC
GENERATION SITING AND THE ENVIRONMENT

CASE 18-F-0325 - Application of Danskammer Energy, LLC for a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 for Approval to Repower its Danskammer Generating Station Site Located in the Town of Newburgh, Orange County.

PROTECTIVE ORDER - EXHIBIT 2
STATE AGENCY OR MUNICIPALITY AGREEMENT

On behalf of: _____
(Name of Party, hereafter referred to as the "State Agency or Municipality")

I acknowledge receipt of a copy of the Protective Order adopted in a ruling issued December 20, 2019, in the above-captioned proceeding and affirm that I have read and understand its terms and provisions.

The State Agency or Municipality acknowledges that certain information to which it will be given access is Protected Information (as defined in the Protective Order) and that the use or disclosure of that Protected Information, other than as permitted by the Protective Order, may cause substantial commercial harm to a Providing Party.

The State Agency or Municipality acknowledges that (a) it is granted access to Protected Information only by virtue of its party status in this proceeding and (b) the Protective Order governs the treatment of Protected Information by all parties, including the State Agency or Municipality. The State Agency or Municipality agrees that any substantive determination of the confidential status of Protected Information pursuant to the Freedom of Information Law (FOIL), Article 6 of the Public Officers Law, will be made by the Department of Public Service (DPS). The Presiding Examiners will make the determination in the first instance. The State Agency or Municipality agrees that it will maintain as confidential all Protected Information until, at a minimum, 15 days after a Providing Party's claim has been finally denied by the DPS in this proceeding.

State Agency Parties or Municipality Parties are subject to FOIL. As such, the State Agency or Municipality agrees that:

1. Where a FOIL request is received by the State Agency or Municipality seeking Protected Information obtained through

that Agency's or Municipality's participation in this proceeding, and where the Presiding Examiners have not made a substantive determination regarding the Protected Information's status as confidential, the records shall not be disclosed by the State Agency or Municipality. The State Agency or Municipality shall deny the request for disclosure, citing to the Protective Order. The State Agency or Municipality may refer the requestor to DPS for a substantive determination.

2. Where any FOIL request is received by the State Agency or Municipality for Protected Information obtained by that State Agency or Municipality through its participation in this proceeding and the Presiding Examiners, or DPS on appeal from the Presiding Examiners, has granted the information confidential status, the State Agency or Municipality shall deny the request for disclosure, citing to the Examiners' or DPS's determination and the Protective Order.
3. Any appeal of an initial denial of disclosure under FOIL that is received by the State Agency or Municipality shall be denied on the same basis as the initial denial. Where no substantive determination as to the confidentiality of the Protected Information has been made by the Presiding Examiners, the State Agency or Municipality may refer the requestor to DPS for a substantive determination.
4. Where the Presiding Examiners have made a substantive determination that the information alleged to be confidential should be made public because it is not exempt from public disclosure under FOIL, and any appeals from this determination are fully resolved, with the final decision in favor of public disclosure, the State Agency or Municipality may release the information in response to a FOIL request, citing the DPS determination.

I certify that I am an attorney for or an authorized representative of the State Agency or Municipality identified above and have full authority to execute this document on its behalf.

NAME AND TITLE (PRINTED): _____

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

I certify that I am the Records Access Officer/Appeals Officer of the (circle one) State Agency or Municipality identified above and have full authority to execute this document on its behalf.

NAME (Printed): _____

TITLE (circled) RECORDS ACCESS OFFICER or APPEALS OFFICER

SIGNATURE: _____

DATE: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

The State Agency or Municipality named above elects (check one):

- To receive all Protected Information as soon as it is made available pursuant to the Protective Order.
- To receive notice of the availability of Protected Information.

NEW YORK STATE BOARD ON ELECTRIC
GENERATION SITING AND THE ENVIRONMENT

CASE 18-F-0325 - Application of Danskammer Energy, LLC for a Certificate of Environmental Compatibility and Public Need Pursuant to Article 10 for Approval to Repower its Danskammer Generating Station Site Located in the Town of Newburgh, Orange County.

PROTECTIVE ORDER - EXHIBIT 3
CONSULTANT PROTECTIVE AGREEMENT

I acknowledge receipt of a copy of the Protective Order adopted in a ruling issued December 20, 2019, in the above-captioned proceeding, and affirm that I have read and understand its terms and provisions. I also acknowledge the importance of maintaining the confidentiality of the Protected Information.

In return for the opportunity to receive without delay information submitted in this proceeding that the Providing Party claims to be Protected Information as defined in the Protective Order, I certify that I will be bound by, and will comply fully with, the terms and conditions of the Protective Order. I assume full responsibility for ensuring such compliance.

I certify that I have full authority to execute this document.

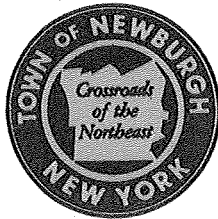
BY: _____ NAME: _____
(Signature) (Print or Type)

RETAINED BY (PARTY NAME): _____

FIRM/EMPLOYER, if applicable: _____

DATE: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____



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 Vet Services Utilizing T-94 Account

Date: April 11, 2020

I am requesting authorization to use the T-94 account to pay for Vet service: Newburgh Vet

Totaling: \$853.25

Feline: \$68.50

Canine: \$784.75

**THR article Town received \$715.00 towards "Tucker's" medical bills

COPY

TOWN OF NEWBURGH

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

DEPARTMENT _____

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO. _____
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

TERMS Net 30 Days

Invoice # _____

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
2/24/20	7312870		① 109.29	4
3/1/20	731864		② 125.61	4
3/4/20	732089		③ 16.50	4
3/5/20	732159		④ 73.35	4
3/10/20	732659		⑤ 421.55	4
3/11/20	732668		⑥ 38.45	4
TOTAL			784.75	

CLAIMANT'S CERTIFICATION

Dora M Cast

I, Dora M Cast certify that the above account in the amount of \$ 784.75 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/29/20
DATE

Dora M Cast
SIGNATURE

Office Mgr
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date _____

Authorized Official _____

APPROVAL FOR PAYMENT

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

Date _____

Auditing Board _____

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

①

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 04-10-20 at 12:48p
Date: 02-24-20
Account: 19984
Invoice: 731287

Date	For	Qty	Description	Price	Discount	Net Price
02-24-20	Tucker	1	Weight Monitoring			0.00
02-24-20		1	Neuter/Canine- Town of Newburgh	84.00	4.25	79.75 ** ✓
02-24-20		1.30	Hydromorphone 2mg/ml Inject/ml	44.43	44.43	0.00 **
02-24-20		4.50	Penicillin G Inject / ml (in hosp)	33.10	33.10	0.00 **
02-24-20		1	Vetprofen Tablets 100mg Individual	18.40	18.40	0.00 **
02-24-20		0.90	TelazolInject Control Log / ml			0.00
02-24-20		1	Canine Respiratory Complex- Bord	39.00	25.25	13.75 ** ✓
<p>Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure.....please be sure to have your pet boosted every 12 months.</p>						
02-24-20		1	Canine Dist/A2/PI/Parvo/Lepto1YR	39.00	24.50	14.50 ** ✓
<p>Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis</p>						
02-24-20		14	Trazodone 100mg tablets #269142	21.05	19.76	1.29 ** ✓

Total charges, this invoice...

**Total discount included: 169.69

109.29

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Tucker (Weight: 90.4 lbs - 2y)	Last done
01/23 Consultation/Exam- Bi-annual	
02/21 CanineDist/Aden/Para/Parvo/Lep	
02/21 Canine Kennel Cough Vacc -1 ye	02-24-20
01/21 lyme,HW,Ehrlichia Accu Plus4(A	01-30-20
01/21 CANINE RABIES / 3 YEAR	
08/20 FECAL EXAM	02-26-20
07/20 Neuter your pet at 5-6 months	
01/19 Pro-Heart 12 (1-25lb)	

OK

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

2

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 04-10-20 at 12:46p
Date: 03-01-20
Account: 19984
Invoice: 731864

Date	For	Qty	Description	Price	Discount	Net Price	
02-26-20	Tucker	8	Vetprofen Tablets 100mg Individual	24.35	19.93	4.42	*** ✓
02-26-20		50	Gabapentin 300 mg individual caps	29.55	25.95	3.60	** ✓
02-26-20		1	BOARD/K9 TLC Medical Alert (Run	65.00	32.50	32.50	** ✓
	Daily accommodations Fleece bedding Meal prep twice daily Mid-day and bedtime snack Sanitize morning and evening Daily monitoring by Technical Staff Walk outdoors 2 x daily						
02-26-20		1	CONSULT / EXAM - Followup	45.00	45.00	0.00	**
02-26-20		1	Pet Insurance Review			0.00	
	Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
02-26-20		1	FECAL PARASITE SCREEN + Giar	51.00	25.50	25.50	** ✓
02-27-20		1	BOARD/K9 TLC Medical Alert (Run	65.00	32.50	32.50	** ✓
	Daily accommodations Fleece bedding Meal prep twice daily Mid-day and bedtime snack Sanitize morning and evening Daily monitoring by Technical Staff Walk outdoors 2 x daily						
02-27-20		93	Panacur Dewormer / lb (3 Packets)	54.18	27.09	27.09	** ✓
Total charges, this invoice...						125.61	
**Total discount included: 208.47							

Your invoice total reflects our **13Stray Cat Accounts** discount.

dr

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 04-10-20 at 12:49p
Date: 03-04-20
Account: 19984
Invoice: 732089

Date	For	Qty	Description	Price	Discount	Net Price
03-04-20	Lola 16-20	1	CANINE RABIES / 1YEAR	39.00	22.50	16.50 **

Total charges, this invoice...

**Total discount included: 22.50

16.50

Your invoice total reflects our **13Stray Cat Accounts** discount.

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GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 03-05-20 at 9:27a
Date: 03-05-20
Account: 19984
Invoice: 732159

Date	For	Qty	Description	Price	Discount	Net Price
03-02-20	Zima #97-19	1	CONSULT / EXAM - Followup	45.00	22.50	22.50 ** ✓
03-02-20		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
03-02-20		1	TrizEDTA 16oz/16ccLA Baytril/Dex	75.50	40.70	34.80 ** ✓
03-02-20		14	Vetprofen Tablets 100mg Individua	29.45	21.72	7.73 ** ✓
03-02-20		21	Ciprofloxacin 750mg tablets #2694	38.34	30.02	8.32 ** ✓

Total charges, this invoice...

**Total discount included: 114.94

73.35

ok

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Zima #97-19 (Weight: 60.2 lbs - 2y)	Last done
12/22 Consultation/Exam- Bi-annual	
12/20 Lyme, HW, Ehrlichia Accu Plus4(A)	12-05-19
06/20 Canine Kennel Cough Vacc -1 ye	
06/20 FECAL EXAM	
12/18 Pro-Heart 12 (26-50lbs)	
12/18 Pro-Heart 12 (1-25lb)	
12/18 Pro-Heart 12 (51-100lbs)	
04/18 CANINE RABIES / 1YEAR	

Zima #97-19's weight history (in lbs)

02-07-20 60.20

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

5

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 03-10-20 at 7:05p
Date: 03-10-20
Account: 19984
Invoice: 732659

Date	For	Qty	Description	Price	Discount	Net Price
03-10-20	Tucker 14-20	1	Weight Monitoring			0.00
03-10-20		1	CONSULT / EXAM - Followup	45.00	45.00	0.00 **
03-10-20		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
03-10-20		1	X-RAY SURVEY RADS	295.00	147.50	147.50 ** ✓
03-10-20		1	OSHA Compliance Biohazards Fee	7.40	3.70	3.70 ** ✓
03-10-20		1	Sedation for Imaging, i.v. catheter	83.00	41.50	41.50 ** ✓
03-10-20		0.70	TelazolInject Control Log / ml			0.00
03-10-20		45	Pro Pectalin Tabs #269873	39.15	30.51	8.64 ** ✓
03-10-20		1	Tylan Powder 25 grams (small vial)	35.00	13.40	21.60 ** ✓
03-10-20		30	Vetprofen Tablets 100mg Individual	43.05	26.49	16.56 ** ✓
03-10-20		50	Gabapentin 300 mg individual caps	29.55	25.95	3.60 ** ✓
03-10-20		1	CBC-Complete blood count followu	87.50	43.75	43.75 ** ✓
03-10-20		1	Fecal(T808)+Canine Fecal Path PC140.00		5.30	134.70 ** ✓

Total charges, this invoice...

421.55

**Total discount included: 383.10

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Tucker 14-20** (Weight: 90.4 lbs - 2y) Last done

01/23	Consultation/Exam- Bi-annual	
02/21	CanineDist/Aden/Para/Parvo/Lep	
02/21	Canine Kennel Cough Vacc -1 ye	02-24-20
01/21	lyme,HW,Ehrlichia Accu Plus4(A	01-30-20
01/21	CANINE RABIES / 3 YEAR	
08/20	FECAL EXAM	02-26-20
07/20	Neuter your pet at 5-6 months	
01/19	Pro-Heart 12 (1-25lb)	
01/19	Pro-Heart 12 (51-100lbs)	
01/19	Pro-Heart 12 (26-50lbs)	

Tucker 14-20's weight history (in lbs)

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 03-11-20 at 10:02a
Date: 03-11-20
Account: 19984
Invoice: 732668

Date	For	Qty	Description	Price	Discount	Net Price
03-11-20	Zima #97-19	1	CONSULT / EXAM - Sick	69.50	34.75	34.75 **
03-11-20		1	Nolvasan Solution 4oz. #269918	7.50	5.10	2.40 <i>bx</i>
03-11-20		20	Amoxicillin 500mg capsule #26991	25.55	20.75	4.80 <i>bx</i>

Total charges, this invoice...

**Total discount included: 60.60

~~41.95~~

3845

OK

31.25

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Zima #97-19 (Weight: 60.2 lbs - 2y)	Last done
12/22 Consultation/Exam- Bi-annual	
12/20 Lyme, HW, Ehrlichia Accu Plus4(A)	12-05-19
06/20 Canine Kennel Cough Vacc -1 ye	
06/20 FECAL EXAM	
12/18 Pro-Heart 12 (26-50lbs)	
12/18 Pro-Heart 12 (1-25lb)	
12/18 Pro-Heart 12 (51-100lbs)	
04/18 CANINE RABIES / 1YEAR	

Zima #97-19's weight history (in lbs)

02-07-20 60.20

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GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

DEPARTMENT _____

CLAIMANT'S
 NAME
 AND
 ADDRESS

NEWBURGH VETERINARY HOSPITAL
 1716 Route 300
 Newburgh, NY 12550
 Tel: (845) 564-2660
 www.newburghvet.com

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

TERMS Net 30 Days

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
3/11/20	732710 ①		68.50	76.00 ✓
			68.50	
			TOTAL	76.00

CLAIMANT'S CERTIFICATION

Doram Cast certify that the above account in the amount of \$ 76.00 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.

3/29/20
 DATE

Doram Cast
 SIGNATURE

Office Manager
 TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date _____

Authorized Official _____

APPROVAL FOR PAYMENT

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

Date _____

Auditing Board _____

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 03-11-20 at 5:02p
Date: 03-11-20
Account: 4417
Invoice: 732710

Date	For	Qty	Description	Price	Discount	Net Price
03-11-20	12-C-20	1	Shelter euthanasia and body care f			76.00
03-11-20		2	Euthanasia - Somlethol Pent Contr			0.00
Total charges, this invoice...						76.00 68.50

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In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 04-10-20 at 12:43p
Date: 03-11-20
Account: 4417
Invoice: 732710

Date	For	Qty	Description	Price	Discount	Net Price
03-11-20	12-C-20	1	Shelter euthanasia and body care f	76.00	7.50	68.50 **
03-11-20		2	Euthanasia - Somlethol Pent Contr			0.00
Total charges, this invoice...						68.50
**Total discount included: 7.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

*Corrected
Invoice we 4.11.2*

April 23, 2020

To: Supervisor Piaquadio, Town Board

From: Jim Presutti, Commissioner

Re: Pickle Ball Courts

I would like to request that I be able to start the process to go to bid for the grinding, paving, and color sealing with line out for 6 pickle ball courts at Chadwick Lake Park. I would like to be placed on the next available agenda please.

Thank You