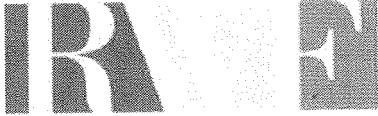


**JOSEPH P. PEDI**  
**Town Clerk, 1496 Route 300**  
**Town of Newburgh, New York 12550**  
**Telephone 845-564-4554**

**TOWN BOARD PUBLIC MEETING AGENDA**  
**Monday, February 8, 2021**  
**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. ROSETON CCI**
  - A. State Environmental Quality Review (SEQR)**
  - B. Host Agreement**
- 7. ACCOUNTING DEPARTMENT**
  - A. Budget Transfers for 2020 Year End**
  - B. Budget Transfers for Desmond Property**
- 8. CODE COMPLIANCE: Approval to Assign Road Name of "Promise Lane"**
- 9. ANIMAL CONTROL: T-94 Withdrawal for The Animal Rights Alliance (TARA)**
- 10. HIGHWAY DEPARTMENT: Approval to Solicit Bids for Summer Material, Cold Milling, Tree Cutting and Heavy Equipment Rental**
- 11. ENGINEERING DEPARTMENT:**
  - A. Millhouse Road Embankment Utilization Project**
  - B. Approval to Award Bid for Meadow Hill South Parallel Relief Sewer Project**
- 12. WATER DEPARTMENT: Approval to Start Process to Hire Part Time Clerk**
- 13. RECREATION DEPARTMENT: Approval to Start Process to Hire Two Part Time Recreation Aides**
- 14. ANNOUNCEMENTS**
- 15. PUBLIC COMMENTS**
- 16. ADJOURNMENT**

GJP;jpp  
Second Revision – February 5, 2021 at 2: 25 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: HOST COMMUNITY BENEFIT AGREEMENT FOR  
ROSETON GENERATING, LLC.  
OUR FILE NOS. 800.1(B)( ) AND 800.24

DATE: FEBRUARY 5, 2021

P: 845.562.9100  
F: 845.562.9126

655 Little Britain Road  
New Windsor, NY 12553

P.O. Box 2280  
Newburgh, NY 12550

Enclosed for the Town Board's consideration are the following:

**ATTORNEYS**

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

*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

1. Proposed Host Community Benefit Agreement by and between the Town of Newburgh, the Marlboro Central School District and Roseton Generating, LLC;
2. Short Form Environmental Assessment Form (Parts 1 and 2);
3. Draft Resolution of Uncoordinated SEQR Determination: Approval of Host Community Benefit Agreement for Roseton Generating, LLC (An Unlisted Action);
4. Draft Negative Declaration; Notice of Determination of Non-Significance); and
5. Draft Resolution of Town Board Authorizing and Approving Host Community Benefit Agreement for Roseton Generating, LLC

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

cc: Joseph P. Pedi, Town Clerk *(via e-mail)*  
Lori Coady, Assessor *(via e-mail)*  
Deborah Smith, Receiver of Taxes *(via e-mail)*  
Ronald Clum, Town Accountant *(via e-mail)*  
Patrick Seely, Esq. *(via e-mail)*

## HOST COMMUNITY BENEFIT AGREEMENT

**THIS HOST COMMUNITY BENEFIT AGREEMENT** (the "Community Benefit Agreement"), dated as of the 1<sup>st</sup> day of February, 2021, by and between the Town of Newburgh, a municipal corporation pursuant to the laws of the State of New York (the "State"), with offices at 1496 NY Route 300, Newburgh, New York 12550 (the "Town"), the Marlboro Central School District, a municipal corporation pursuant to the laws of the State of New York, with offices at 21 Milton Turnpike, Milton, New York 12547 ("School District"), and Roseton Generating, LLC, a foreign limited liability corporation duly organized and validly existing under the laws of the State of Delaware, and only authorized to conduct business in the State of New York, with offices at 2200 Atlantic Street, Suite 800, Stamford, CT 06982 (the "Company").

### WITNESSETH:

WHEREAS, the Company recognizes that the property located at 1008 River Road, Newburgh, New York, Tax Map 9-1-25.1-1 ("the Facility") will continue to impact the surrounding community during the long-term operation of said Facility, such that the Town and School District will incur significant expenses in connection therewith; and

WHEREAS, in consideration for the impacts on the community and the support and participation of the Town and School District with respect to the Facility, the Company has agreed to provide annual payments to the Town and School District, as set forth within this Community Benefit Agreement (collectively, the "Community Benefits"); and

WHEREAS, the Town, School District and Company wish to memorialize the terms and conditions associated with the payment of the Community Benefits; and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

#### Article I – Representations and Covenants

##### Section 1.1. Representations and Covenants of the Town.

The Town makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The Town is a political subdivision of the State and has the power to enter into the transaction contemplated by this Community Benefit Agreement and to carry out its obligations hereunder.
- (b) The Town has been duly authorized to execute and deliver this Community Benefit Agreement.

- (c) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Town is a party or by which it is bound, or will constitute default under any of the foregoing.
- (d) The Town has been induced to enter into this Community Benefit Agreement by the undertaking of the Facility by the Company to equip, repair and maintain the Facility in the Town of Newburgh, New York.

Section 1.2. Representations and Covenants of the School.

The School District makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The School District is a political subdivision of the State and has the power to enter into the transaction contemplated by this Community Benefit Agreement and to carry out its obligations hereunder.
- (b) The School has been duly authorized to execute and deliver this Community Benefit Agreement.
- (c) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the School District is a party or by which it is bound, or will constitute default under any of the foregoing.
- (d) The School District has been induced to enter into this Community Benefit Agreement by the undertaking of the Facility by the Company to equip, repair and maintain the Facility in the Town of Newburgh, New York.

Section 1.3. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The Company is a foreign limited liability corporation duly organized and validly existing under the laws of the State of Delaware, is authorized to do business in the State of New York, has the authority to enter into this Community Benefit Agreement and has duly authorized the execution and delivery of this Community Benefit Agreement.

- (b) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.
- (c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Community Benefit Agreement.

Article II - Payee/Payment of Community Benefit Fee.

Section 2.1. (a) *Annual Benefit Fee.* For so long as the Town of Newburgh and any other tax jurisdiction maintains the assessment of the Facility at or below the level specified in a certain Consent Order and Judgment approved by the School District's Board of Education on January 21, 2021 and the Town Board on January 25, 2021 (hereinafter "Consent Order"), such Consent Order to be incorporated by reference and made an integral part hereto, the Company agrees to pay to the Town and School District at their addresses noted above an annual benefit fee (the "Annual Benefit Fee") for the fiscal year specified in Schedule "A." Provided the Town tenders a bill on or before January 1 of each of its fiscal years 2021 through 2025 inclusive, and the School District tenders a bill on or before September 1 of each of its fiscal years, 2021-22 through 2024-25 inclusive, for the amount specified in the attached Schedule "A" to the address in Article IV, the Company hereby agrees to pay all such amounts due pursuant to this Community Benefit Agreement on or before each Payment Date in accordance with the terms hereof. For 2021, provided the Town sends a bill to the same address on or before July 1, 2021, the Company also agrees to pay to the Town the amount shown in Schedule "A" on or before July 31, 2021.

(b) *Additional Payment to Town.* The Company agrees to assign its rights under the Consent Order to receive a \$300,000 refund from the School District to the Town, Such amount shall be paid by the School District to the Town on or before July 31, 2021.

(c) *Interest.* The Company's failure to remit any Annual Benefit Fee due pursuant to this Community Benefit Agreement within fifteen (15) days of the corresponding Payment Date shall require an additional payment by the Company of interest calculated at a rate of One Percent (1.00%) per annum for each day past the Payment Date.

(d) *Use of Fund; Public Purposes.* The parties agree and acknowledge that payments made hereunder are to provide revenues to the Town and School District to partially mitigate the additional burdens being placed on the Town and School District as a result of the Facility to be

used for public purposes to be undertaken by the Town and School District and/or any duly appointed agent or assignee thereof. The revenues paid by the Company to the Town and School District shall be utilized at the sole and absolute discretion of the Town and School District, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated services authorized to be provided as a result of the Facility's presence within the Town and School District.

(e) *Limitation.* Notwithstanding anything to the contrary in Section 2.1(a) above, in the event the Company's annual payments of real property ad valorem taxes, special ad valorem taxes and the annual benefit fees under this Agreement exceed a total of \$4,600,000 in any year, the Company shall be entitled to a credit against the annual benefit fees to be paid in such year equal to the difference between the total annual payments and \$4,600,000, which credit shall be shared proportionately between the Town and School District according to the amount of annual benefit fees each entity is scheduled to receive under this Agreement in such year.

#### Article III - Termination: Default.

Section 3.1. This Community Benefit Agreement shall be for the term specified in Schedule "A" to commence as of the date hereof, unless otherwise terminated by the written agreement of the parties hereto. Any such termination hereunder shall require the Company to make a pro-rated payment of Annual Benefit Fee as of the date of termination, such pro-rated payment to be reflective of the number of days within the calendar year of termination that this Community Benefit Agreement was in effect.

Section 3.2 Failure by the Company to make any payment due and owing the Town or School District or their duly authorized assignees within sixty (60) days of written demand therefore shall be deemed an Event of Default hereunder. For greater certainty, the Town or School District may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of the Company under this Agreement. The prevailing party shall also be entitled to recover reasonable attorney's fees in the event of a lawsuit to enforce the performance and observance of the obligations, agreements and covenants under this Agreement.

#### Article IV - Miscellaneous.

Section 4.1. This Community Benefit Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 4.2. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

Roseton Generating, LLC  
992 River Road  
Newburgh, NY 12550

Town of Newburgh  
Attn: Supervisor  
1496 NY Route 300  
Newburgh, New York 12550

Marlboro Central School District  
Attn: Superintendent of Schools  
21 Milton Turnpike  
Milton, New York 12547

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 4.3. This Community Benefit Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein, and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or State courts located in Orange County, New York.

Section 4.4. The Town or School District, in their exclusive discretion, may assign this Community Benefit Agreement to a third-party for purposes of administering the undertakings outlined herein. In the event of such assignment, the Town or School District shall notify the Company in writing at least thirty (30) days in advance of the effective date of any such assignment.

Section 4.5. (a) The obligations and agreements of the Town and School District contained herein shall be deemed the obligations and agreements of the Town and School, and not of any trustee, officer, agent or employee of the Town and School District in his/her individual capacity, and the trustees, officers, agents and employees of the Town and School District shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Company contained herein shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent or employee of the Company in his individual capacity, and the members, officers, agents and employees of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(c) The Company may sell, assign, transfer, lease or convey all or any part of its rights and obligations to any affiliated or non-affiliated party without the consent of the Town or School District, provided that any such sale, assignment, transfer, lease or conveyance includes an assignment of the rights and obligations of the Company under this Agreement and the assignee expressly assumes such obligations in writing, a copy of which writing shall be delivered to the Town and School District within three (3) business days of execution. If, pursuant to the preceding sentence, the Company's rights and obligations are assigned to a non-affiliated party and the non-affiliated party assumes the Company's rights and obligations set forth herein, the Town and School District agree that the Company shall have no liability to the Town or School District for the obligations hereunder and that the Company shall not be subject to a lawsuit by the Town or School District if the non-affiliated party fails to make any payment contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Community Benefit Agreement as of the day and year first above written.

**TOWN OF NEWBURGH**

By: \_\_\_\_\_  
Gil Piaquadio, Supervisor

**MARLBORO CENTRAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Michael Brooks, Superintendent of Schools

**ROSETON GENERATING, LLC**

By: \_\_\_\_\_  
James Goodwin, CEO



**SCHEDULE A**

Annual Payment Schedule

**TOWN**

<b><u>Payment Due Date</u></b>	<b><u>Total Payment Amount</u></b>
31-Jul-21	\$80,000
31-Jan-22	\$255,000
31-Jan-23	\$255,000
31-Jan-24	\$275,000
31-Jan-25	\$275,000
	<b>\$1,140,000</b>

**SCHOOL**

<b><u>Payment Due Date</u></b>	<b><u>Total Payment Amount</u></b>
30-Sept-21	\$505,000
30-Sept-22	\$505,000
30-Sept-23	\$525,000
30-Sept-24	\$525,000
	<b>\$2,060,000</b>

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

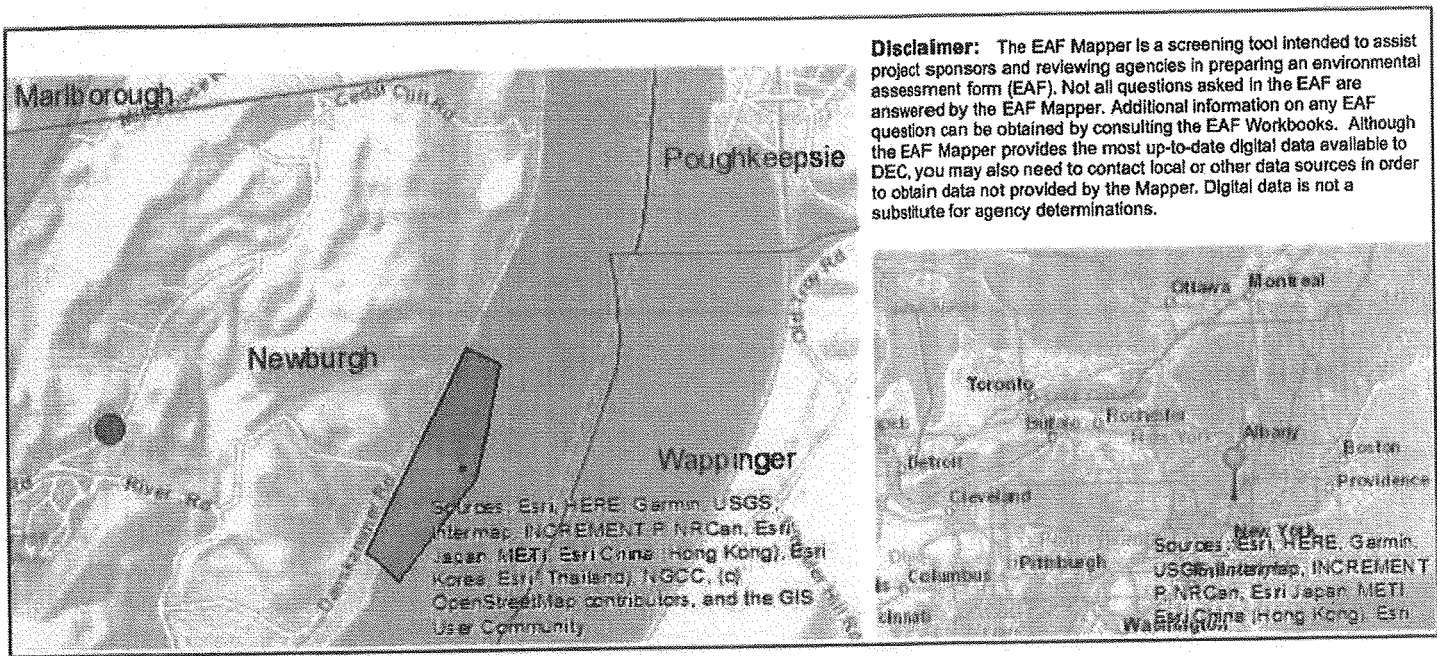
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>				
Town of Newburgh Town Board				
Name of Action or Project: Roseton Energy, LLC - Host Community Benefit Agreement				
Project Location (describe, and attach a location map): 1008 River Road, SBL: 9-1-25.1-1, Town of Newburgh, Orange County, NY				
Brief Description of Proposed Action: Roseton Generating, LLC currently owns and operates an existing electrical power generating plant located in the Town of Newburgh, identified further as SBL: 9-1-25.1). The Town of Newburgh, Marlboro Central School District and Roseton Generating, LLC propose to enter into a Community Benefit Agreement providing for the payment of community benefits to the Town and School District in recognition of the impacts of the plant on the surrounding community. These include significant expenses incurred in connection with the Town's police powers. The Town Board of the Town of Newburgh proposes to authorize and approve the Town's enter into a Host Community Benefit Agreement (CBA) with Roseton Generating, LLC and the Marlboro School District. The new CBA will not result in any physical activities or disturbances at the site. There will be no change within the site.				
Name of Applicant or Sponsor: Town of Newburgh Town Board		Telephone: 845-564-4552 E-Mail: supervisor@townofnewburgh.org		
Address: 1496 Route 300				
City/PO: Newburgh		State: NY	Zip Code: 12550	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Marlboro School District approval of agreement and payment to the Town of assigned tax refund			NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		Approx. 114 acres		
b. Total acreage to be physically disturbed?		0 acres		
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		193 acres		
4. Check all land uses that occur on, are adjoining or near the proposed action:				
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)				
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):				
<input type="checkbox"/> Parkland				

		NO	YES	N/A
5. Is the proposed action,				
a. A permitted use under the zoning regulations?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Consistent with the adopted comprehensive plan?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?			NO	YES
		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?			NO	YES
If Yes, identify: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?			NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are public transportation services available at or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements?			NO	YES
If the proposed action will exceed requirements, describe design features and technologies: N/A - no change at site		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply?			NO	YES
If No, describe method for providing potable water: N/A - no change at site		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities?			NO	YES
If No, describe method for providing wastewater treatment: N/A - no change at site		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?			NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? N/A - no change at site		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?			NO	YES
		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: N/A Hudson River is adjacent to site				

<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><input checked="" type="checkbox"/> Shoreline   <input type="checkbox"/> Forest   <input type="checkbox"/> Agricultural/grasslands   <input type="checkbox"/> Early mid-successional</p> <p><input type="checkbox"/> Wetland   <input type="checkbox"/> Urban   <input type="checkbox"/> Suburban   Site already disturbed and proposed agreement will not result in a change</p>		
<p>15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?</p> <p>Atlantic Sturgeon, Bald Eag...                      No change at site</p>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>16. Is the project site located in the 100-year flood plan?</p> <p>No change at site</p>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>17. Will the proposed action create storm water discharge, either from point or non-point sources?</p> <p>If Yes,   No change at site</p> <p>a. Will storm water discharges flow to adjacent properties?</p> <p>b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?</p> <p>If Yes, briefly describe:</p> <p>_____</p> <p>_____</p>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?</p> <p>If Yes, explain the purpose and size of the impoundment:</p> <p>_____</p> <p>_____</p>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>Proposed agreement will not result in any change at site.</p>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor/name: <u>Town of Newburgh Town Board</u>                      Date: _____</p> <p>Signature: _____                      Title: <u>Supervisor</u></p>		



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Atlantic Sturgeon, Bald Eagle, Shortnose Sturgeon, Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Project: Date: 

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:

Date:

### *Short Environmental Assessment Form Part 3 Determination of Significance*

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

There are no moderate to large impacts expected as a result of the action. The action constitutes only an extension of existing Agreements and will not result in any physical change or disturbance.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town of Newburgh <hr/> Name of Lead Agency	<hr/> Date
Gil Piaquadio <hr/> Print or Type Name of Responsible Officer in Lead Agency	Supervisor <hr/> Title of Responsible Officer
<hr/> Signature of Responsible Officer in Lead Agency	<hr/> Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 or by videoconference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of February, 2021 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF UNCOORDINATED  
SEQR DETERMINATION: APPROVAL  
OF HOST COMMUNITY BENEFIT  
AGREEMENT FOR  
ROSETON GENERATING, LLC  
(AN UNLISTED ACTION)

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

**WHEREAS**, the Town Board of the Town of Newburgh proposes to approve a proposed Host Community Benefit Agreement with Roseton Generating, LLC and the Marlboro Central School District in connection with the existing electric power generating plant, and the other improvements located on the parcel of real estate located at 1008 River Road in the Town Newburgh, Orange County, New York identified as tax parcel 9-1-25.1-1 (collectively, the "Existing Facility"), owned and operated by Roseton Generating, LLC; and

**WHEREAS**, the Town Board is authorized to undertake such action; and

**WHEREAS**, a short Environmental Assessment Form for the proposed action has been prepared/submitted; and

**WHEREAS**, the Town Board has determined that the Action is subject to SEQR and is an Unlisted Action; and

**WHEREAS**, the Town Board has determined that the Action is not located in an agricultural district; and

**WHEREAS**, the Town Board has determined to conduct an uncoordinated review of the Action.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code hereby determines that said Action will not have a significant effect on the environment and, accordingly, does issue a Negative Declaration; and

**BE IT FURTHER RESOLVED**, that the Town Board authorizes the Supervisor to



execute and file the Negative Declaration annexed hereto and all other appropriate notices and documents to effectuate these resolutions in accordance with the applicable provisions of law.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

State Environmental Quality Review

**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Project Number N/A

Date: February, 2021

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town Board of the Town of Newburgh, as lead agency, has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Host Community Benefit Agreement with Roseton Generating LLC

**SEQR Status:** Type I ( )  
Unlisted (X )

**Conditioned Negative Declaration:** ( ) Yes  
(X) No

**Description of Action:**

The action consists of the municipal approval by the Town of Newburgh Town Board of a host community benefit agreement among the Town of Newburgh, Roseton Generating, LLC ("Roseton Generating") and the Marlboro Central School District (the "Agreement" or "Host Community Benefit Agreement"). The Agreement pertains to a parcel of real estate located in the Town Newburgh, Orange County, New York identified as tax parcel 9-1-25.1-1 (the "Land"), together with electric power generating plan, and the other existing improvements located thereon owned and operated by Roseton Generating LLC (collectively, the "Existing Facility"). Roseton Generating owns several additional parcels adjacent to the Existing Facility which are not the subject of the Agreement. The parties have negotiated the agreement in recognition of the continuing impacts on the surrounding community during the long-term operation of the Existing Facility, such that the Town and School District will incur significant expenses. In consideration for the impacts on the community, Roseton Generating has agreed to provide annual payments to the Town and School District pursuant to the Agreement. No physical activities are contemplated in connection with the action.

As noted, the Agreement provides for an annual payment to the Town and School District. The payments will be over a period of 5 years and, as it relates to the Town, are in reimbursement for Town expenses incurred in connection with its "police powers" for the public health, safety and welfare during the long term operation of the Existing Facility, including but not limited to its

security and protection, highway usage, Code regulation and inspections, provision of utilities and other governmental, police power expenses.

The Town Board has conducted an uncoordinated review of this Unlisted Action.

**Location:** (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

1008 River Road  
Town of Newburgh, Orange County, New York

**Reasons Supporting This Determination:**

(See 617.6(g) for requirements of this determination; See 617.6(h) for Conditioned Negative Declaration)

The Town Board has considered the action and reviewed the environmental assessment form and other supporting information. The proposed action consists of the approval of the Community Benefit Agreement between the Town of Newburgh, Orange County, New York, the host community, the Marlboro Central School District and Roseton Generating, LLC in connection with the existing electric power generating plant on real estate located in the Town Newburgh identified as tax parcel 9-1-25.1-1 owned and operated by Roseton Generating, LLC.

The action is unlisted.

None of the criteria set forth in Section 617.11 of Part 617 and any other supporting information identify relevant areas of environmental concern which would lead to a determination that the proposed Host Community Benefit Agreement may have a significant effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope or magnitude and the number of people affected. The EAF does not indicate any adverse environmental affects, nor are any relevant areas of environmental concern identified.

With respect to the criteria that are considered indicators of significant effects on the environment, the lead agency has considered the following:

1) Existing air quality, surface or groundwater quality or quantity, traffic or noise levels, solid waste production or disposal, potential for erosion, leaching, drainage or flooding problems.

It is not at all likely that the proposed action will have any significant effect in these subject areas. The approval of the Host Community Benefit Agreement entails no construction. Accordingly, no impacts are anticipated on air quality, groundwater quality or ground or surface water quantity, traffic levels, solid waste production or disposal or leaching problems from the approval.

The Town Board therefore concludes that it is unlikely that the Action will have any adverse effects associated with the above criteria.

2) Aesthetic, agricultural, historic, or other natural or cultural resources, or community or neighborhood character.

The site is at an existing, improved facility used as a power plant. Because the action does not entail construction or further improvements to the facility any impacts in the above-mentioned subject areas associated with the Action are minimal, no mitigation measures are needed. No agricultural, or identified historic or archeological assets have been identified as being impacted by the Action.

The Town Board concludes that the action is therefore not likely to impair the character or quality of any of those factors.

3) Vegetation or fauna, resident or migratory fish, shellfish or wildlife species, significant habitats, or threatened or endangered species or habitat; or natural resources.

The approval of the Host Community Benefit Agreement will not result in the removal or destruction of vegetation or fauna; nor in significant adverse impacts to fish or wildlife species, habitats or other natural resources. As the Agreement is not expected to have any significant impacts, either direct or indirect, on these subject areas, therefore, no mitigation measures are required. Otherwise, no effects in these areas are anticipated.

No adverse effects have been identified by the Town Board.

4) Impairment of the environmental characteristics of a Critical Environmental Area.

The environmental characteristics of a Critical Environmental Area will not be effected by the Action.

5) Existing community plans or goals, a change in the use or intensity of land including agricultural, open space and recreational resources, or other natural resources or hazard to human health.

The proposed Action does not create any conflict with any existing plans or officially stated land use policies within either the Town of Newburgh or Orange County. No hazard to human health is likely to be created.

No significant effects are accordingly anticipated by the Town Board.

6) Growth, subsequent development, or other related activities, including the attraction of a large number of people compared to the number who would otherwise come, likely to be induced by the proposed action.

The Action is not considered likely to have any impact whatsoever, whether direct or indirect, neither positive or negative, in these subject areas.

No effects are therefore anticipated by the Town Board.

7) Any other long term, short term, cumulative, or other effects not identified above.

No additional long term, short term or cumulative or other effects are anticipated.

8) Other impacts (including changes in use of either quantity or type of energy, the creation of a material demand for other actions, changes in two or more elements of the environment together, cumulative effects of two or more related actions)

No other potential impacts have been identified as being likely. The impacts of the host community benefit have been considered cumulatively.

The Town Board has also considered alternatives including the no action alternative. It has examined whether adverse environmental consequences would result from not acting, and has determined that the proposed action is appropriate.

In reliance upon the EAF and after a hard look at the potential impacts it indicates may be reasonably expected in comparison to the criteria set forth in the SEQR regulations, the Town Board determines there is no indication that the action may have a significant impact on the environment.

In summary No effects on: (a) protected or nonprotected waterbodies, (b) surface or groundwater quantity or quality, (c) drainage flow, (d) patterns or surface water runoff, (e) existing air quality or resources, (f) vegetation, fauna, threatened or endangered species, nonthreatened or nonendangered species, habitats, or agricultural land resources, (g) aesthetic resources, (h) site or structure of historic, prehistoric or paleontological importance, (i) quality or quantity of existing or future open spaces or recreational opportunities, (j) existing transportation systems or traffic patterns, (k) the communities sources of fuel or energy supply or solid waste production or disposal, (l) objectionable odors, noise or vibration, (m) erosion, drainage or flooding or (n) public health and safety or character of existing community, are indicated.

There appears to be no public controversy related to potential adverse environmental impacts from the extension of the Agreement.

Based upon a careful and thorough review of the EAF and other supporting documents and information and after a hard look at the potential impacts it indicates may be reasonably expected in comparison to the criteria set forth in the SEQR regulations, the Town Board of the Town of Newburgh finds and determines that there is no indication that the action will have a significant impact on the environment and the facts and circumstances do not call for the preparation of an environmental impact statement.

**If Conditioned Negative Declaration**, provide on attachment the specific mitigation measures imposed.

For Further Information: Town of Newburgh

Contact Person: Gilbert J. Piaquadio, Deputy and Acting Supervisor,  
Town of Newburgh

Address: 1496 Route 300, Newburgh,  
New York 12550

Telephone Number: (845) 564-4552

**For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice Must Be Sent to:**

Chief Executive Officer, Town of Newburgh  
The Lead Agency

Other involved agencies (if any): Marlboro School District

Any person who has requested a copy

Applicant (If any):

A Copy of the Notice Only Must Be Sent to:

Environmental Notice Bulletin, Room 538, 50 Wolf Road, Albany, New York 12233-1750

**For Unlisted Actions, a Copy of the Negative Declaration Must Only Be Sent to *The Lead Agency***

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 or by videoconference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of February, 2021 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING AND APPROVING  
HOST COMMUNITY BENEFIT  
AGREEMENT FOR  
ROSETON GENERATING, LLC

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

WHEREAS, the Roseton Generating, LLC has recognized that the long term operation of its existing electric power generating plant, and the other improvements located on the parcel of real estate located at 1008 River Road in the Town Newburgh, Orange County, New York identified as tax parcel 9-1-25.1-1 (collectively, the "Existing Facility"), will impact the surrounding community, and that the Town of Newburgh and Marlboro Central School District will incur significant expenses, such expenses of the Town being incurred in connection with its "police powers" for the public health, safety and welfare, including but not limited to the Existing Facility's security and protection, highway usage, Code regulation and inspections, provision of utilities and other governmental, police power expenses.; and

WHEREAS, in consideration for the impacts on the community and the Town's provision of supporting services with respect to the continuing operations of the Existing Facility, Roseton Generating, LLC has agreed to provide annual payments to the Town and the School District as set forth within a Host Community Benefit Agreement which memorializes the terms and conditions associated with the payment of the Community Benefits (the "Agreement"); and

WHEREAS, the Town Board 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.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh hereby approve and authorize the Supervisor to execute and deliver the Host Community Benefit Agreement among the Town, the Marlboro Central School District and Roseton Generating, LLC; 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 resolution shall take effect immediately.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.





# TOWN OF NEWBURGH

7A

1496 Route 300, Newburgh, New York 12550

**RONALD E. CLUM, CPA**  
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

**To: Gil Piaquadio, Town Supervisor**  
**From: Ronald E. Clum, Town Accountant**  
**Date: January 26, 2021**  
**RE: Budget Transfers**

Upon review of the year end expenditure reports there are a number of Budget Adjustments that should be made. Could you approve the following budget transfers?

FROM ACCOUNT		TO ACCOUNT	
Account Description/ Account Name	Account Number/ Account Name		Dollar Amount
A.1624.5200 B&G FLEET EQUIP	A.1220.5100 TOWN SUPERVISOR-PAYROLL	\$	7,575.00
A.1990.5499 CONTINGENCY	A.1355.5100 ASSESSMENT-PAYROLL	\$	13,313.00
A.1990.5499 CONTINGENCY	A.1440.5472 ENGINEER-CONSULTING FEES	\$	12,800.00
A.1990.5499 CONTINGENCY	A.1910.5499 UNALLOCATED INSURANCE	\$	12,166.00
A.3120.5100 POLICE-PAYROLL	A.3120.5200 POLICE LAW ENF-EQUIPMENT	\$	102,554.00
A.1990.5499 CONTINGENCY	A.9780.5600 INSTALL PURCH DEBT-PRINC	\$	42,374.00
A.1990.5499 CONTINGENCY	A.9780.5700 INSTALL PURCH DEBT-INT	\$	52,605.00
G5010.8130.5466 CROSSROADS-OPERATING SUPPLIES	G5010.8110.5490 CROSSROADS-INTER GOVT SERVICES	\$	35,448.00



# TOWN OF NEWBURGH

7B

1496 Route 300, Newburgh, New York 12550

**RONALD E. CLUM, CPA**  
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: [rclumaccountant@townofnewburgh.org](mailto:rclumaccountant@townofnewburgh.org)

**To:** Gil Piaquadio, Town Supervisor  
**CC:** Town Board  
**From:** Ronald E. Clum, Town Accountant  
**Date:** January 22, 2021  
**RE:** Demond Property - Budget Transfer

When preparing the 2021 Town Budget it was decided at the end of the process to start the purchase of the Desmond Property. The cost of the purchase as well as the estimated cost of the program expenditures were budgeted for \$1,201,838 within account code A.1626.5200, Central Building and Grounds-Equipment.

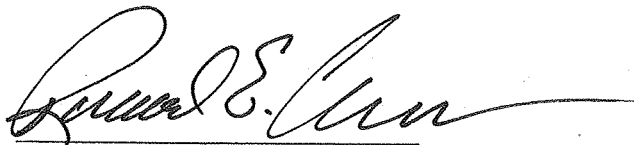
In order to segregate the Desmond property, I set up a new department entitled Building & Grounds - Desmond Property, which will be department code A.1629 code and A.7520 entitled Historic Properties.

At this time, I am asking for the board's approval for a budget transfer of \$756,000 out of account code A.1626.5200 and into the following accounts in order to capture the expenditures in Building & Grounds as well as future Programs:

A-1629-5200	Equipment	275,000.00
A-1629-5466	Operating Supplies	20,000.00
A-1629-5474	Repairs to Non-Vehicle Exp	22,000.00
A-1629-5481	Utilities- Electrical	22,000.00
A-1629-5497	Maint Contracts/Leases/Rentals	20,000.00
A-1629-5499	Other Expenses	20,000.00

A-7520-5190	Other Personal Services	37,700.00
A-7520-5200	Equipment	37,700.00
A-7520-5466	Operating Supplies	37,700.00
A-7520-5474	Repairs to Non-Vehicle Exp	37,700.00
A-7520-5497	Maint Contracts/Leases/Rentals	37,700.00
A-7520-5499	Other Expenses	37,700.00
A-7520-5496	Printing	37,700.00
A-7520-5415	Landscaping (New)	37,700.00
A-7520-5414	Trails (New)	37,700.00
A-7520-5416	Program Expenditures (New)	37,700.00

Thank you in advance.



Ronald E. Clum

January 27, 2021

Hi Gil,

Enclosed please find a road name request from Susan Richichi who lives at 105 Coach Drive. Ms. Richichi is requesting a road name for an easement that travels through her property to the back lots of her subdivision. Coach Lane is at the end of Carriage Drive in Meadow Hill.

Code Compliance has approved the name PROMISE LANE.

Kindly add this request to the agenda for the Town Board Meeting scheduled for February 8, 2021.

Joe

Susan R <stalwart4him@gmail.com>

Tue, Jan 26,  
4:29 PM (16  
hours ago)

to me

Joe, I talked to you in regards to my 2 lot subdivision in Meadow Hill. I live at 105 Coach Lane there is an easement through my property to get to the back lots. I need to name the road. 105 Coach is at the end of Carriage Drive. My slb numbers are 95-1-78 and 95-1-77. The subdivision name is Susan Richichi. My choices of names for the road are : My favorite is Promise Lane. The alternate choices would be Angels Way and Victory Path. I need something in writing to let the town know this is being worked on. Thank you, Susan Richichi my number is 845-590-5699

First Choice: Promise Lane  
Second Choice: Angels Way  
Third Choice: Victory Path

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TOWN OF NEWBURGH

1496 Route 300  
Newburgh, New York 12550-2677

Joseph P. Pedi  
Town Clerk

P: 845-564-4554  
F: 845-564-8589

DATE: January 27, 2021  
TO: Gerald Canfield

FROM: Joseph P. Pedi, Town Clerk

RE: PROPOSED ROAD NAME

ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

PLEASE REVIEW AND MAKE THE NECESSARY EVALUATIONS. WE WILL NOT RECOMMEND SUBMISSION FOR TOWN BOARD ACTION UNTIL WE RECEIVE YOUR DECISION. OUR OFFICE WILL NOTIFY THE APPLICANT AND ALL INTERESTED DEPARTMENTS OF THE BOARD'S ACTION.

IN ADDITION, PLEASE COMPLETE THE BOTTOM OF THIS FORM AND THEN RETURN TO THIS OFFICE.

DECISION: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTABLE ROAD NAME: Promise Lane

SECTION \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT \_\_\_\_\_

PARCEL NUMBERS: 95-1-78 TO 95-1-77

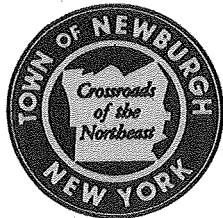
FIRE DISTRICT: Dan Leghorn Fire District

Location of Road: Carriage Drive and Coach Lane

Sub-Division Name: Susan Richichi

School District: Newburgh Enlarged  
City Schools

CODE COMPLIANCE SUPERVISOR



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: January 20, 2021

---

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

\*Totaling: \$20.00

Feline: \$20.00

Canine: \$

COPY

# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

## VOUCHER

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS \_\_\_\_\_

Order No. \_\_\_\_\_

DO NOT WRITE IN THIS BOX

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

Vendor's  
Ref. No. \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
<b>Date</b>	<b>For</b>	<b>Qty Description</b>	<b>Net Price</b>	
01-11-21	Mistletoe	1 Already Spayed, Feline Anesthesia administered. Tattoo seen. No surgery performed today. Determined to have been previously spayed. SC: 01-11-21 at 9:00p:	0.00	
01-11-21		1 WEIGHT UPDATE	0.00	
01-11-21		1 Anesthesia, Feline	25.00	
01-11-21		1 FVRCP Distemper Vaccination, Feline	15.00	
01-11-21		1 Rabies Vaccination, 1 Year	0.00	
<b>Old balance</b>	<b>Charges</b>	<b>Payments</b>	<b>New balance</b>	
-20.00	20.00	0.00	0.00	
				<b>TOTAL</b> 20.00

If your pet received any of the following vaccines for the first time today, they will need a booster shot in 3 weeks. Distemper, feline leukemia, leptospirosis or a lyme vaccine.

(See Instructions on Reverse Side)

### CLAIMANT'S CERTIFICATION

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

1/11/21      [Signature]      main receptionist  
DATE                      SIGNATURE                      TITLE

(Space Below for Municipal Use)

### DEPARTMENT APPROVAL

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

\_\_\_\_\_  
DATE                      AUTHORIZED OFFICIAL

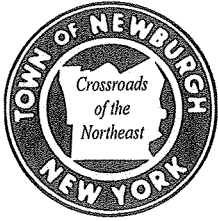
### APPROVAL FOR PAYMENT

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

\_\_\_\_\_  
DATE                      AUDITING BOARD



10



# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

MARK HALL  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor & Town Board Members  
**FROM:** Mark Hall, Highway Superintendent *MH*  
**DATE:** January 29, 2021  
**RE:** Summer Material and Other Bids

I would like to be put on the agenda, to go out to bid for the Summer Materials including Guide Rails, Chip Spreader, Wheel Rubber Tire Roller, and Aluminum Box Culverts. Also the individual bids for the Cold Milling Machine, Tree Cutting & Heavy Equipment Rentals The dates will be worked out with the Town Clerk's Office.

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

MH/ch  
cc: Ron Clum, Accounting

TOWN OF NEWBURGH  
TOWN ENGINEER

11A

MEMORANDUM

TO: Gilbert Piaquadio, Supervisor  
Town of Newburgh Town Board

FROM: Patrick J. Hines – Rep. Engineers for Town

DATE: 12 January 2021

RE: **Millhouse Road Embankment Utilization Project**

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MHE, D.P.C Engineering performed a Field Review of the subject property on 11 September 2020. A letter report was issued 9 October 2020 regarding our findings. A copy of the letter report is attached.

Millhouse Road is a road “by use” located in close proximity to a National Historic Registry property. The National Registry property exists on both sides of the road. The road “by use” causes there to be minimal area where the Town of Newburgh can perform work. The MHE letter report identifies two options for stabilizing the roadway along the southern embankment. Option one utilizes the smallest construction footprint by constructing a soldier pile wall. In addition to the wall, a guiderail would be required based on the slopes adjacent to the town roadway. The MHE report identifies that preliminary geotechnical work and a Field Topographic and Boundary survey would be required to provide information for actual design of the retaining wall system. We have solicited costs for these pre-designed items. The cost of the survey from Mercurio- Norton-Tarolli-Marshall is estimated at \$7,150.00. We have attached a copy of the quotation to this memo. MHE has solicited proposals from two geotechnical firms to provide the test borings and geotechnical analysis required for design of a retaining wall system. The proposals range from \$12,500 to \$14,000. A low proposal was received from Dan Loucks, P.E. for \$12,500. Both proposals are attached.

We request that the Board authorize the work identified in the survey and geotechnical proposals in order to provide the information required for design of a retaining wall system.

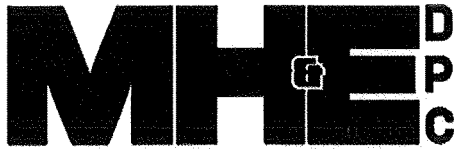
If you have any questions or comments, I am available to discuss them further with you.

PJH/dns

Cc: Jim Osborne, Town Engineer  
Mark Hall, Highway Superintendent

ATTACHMENTS

MHE Site Investigation Report  
Geotechnical Proposals (Daniel G. Loucks, P.E., Terracon)  
Survey Proposal (Mercurio-Norton-Tarolli-Marshall)



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)  
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)  
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)  
PATRICK J. HINES  
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ & PA)

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33 Airport Center Drive  
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e-mail: mheny@mhepc.com

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

9 October 2020

James Osborne  
Town of Newburgh Engineer  
1496 Rte. 300  
Newburgh, NY 12550

REFERENCE:       MILL HOUSE ROAD EMBANKMENT  
                      TOWN OF NEWBURGH, ORANGE COUNTY, NY

Dear Mr. Osborne:

On 11 September 2020, McGoey, Hauser & Edsall, DPC representative, Jamison Zajac, P.E., conducted a site investigation of an existing road embankment on Mill House Road in the Town of Newburgh across from the Gomez Mill House. As requested, the visual evaluation was performed in order to provide professional recommendations regarding the stability of the road embankment adjacent to an eroded area. The following evaluation and recommendations are based only on existing conditions observed in the field.

**Existing Conditions:**

The embankment observed was located along the south side of Mill House Road, approximately 250' east of State Route 9W and adjacent to the Gomez Mill House property. Traveling east, the road slopes downhill and slightly south, before turning sharply north and uphill approximately 100' after the observed embankment. The existing road appears to be graded so runoff sheds off the road and runs down the observed stretch of embankment. The roadway width was measured to vary from approximately 17' to 19' along the observed embankment sections; there is no road shoulder on either side.

Black chain link fence and orange construction fence were previously installed along the south side of the road at the top of the embankment at sections where the slope erosion is evident, however, some areas of fence have started to lean away from the road. The outer edges of the asphalt roadway along the fence were observed to be cracking and/or breaking away from the rest of the roadway. Asphalt had completely broken away from the roadway in areas where the most severe embankment erosion was located.

The observed embankment begins just off the asphalt roadway, and slopes steeply down to the impoundment area of a dam located on the creek below (Jew's Creek, a NY DEC Class C waterway). The embankment slope ratio varies, but was estimated to be between 1:1 and 1:2 with the steepest areas possibly being greater than 1:1. The embankment slope was observed to have moderate vegetation at the top of the embankment (bushes, shrubs, weeds, etc.), while the rest of the embankment slope consisted of mostly minor vegetation, loamy soils, trees, roots, and shrubs. Various trees along the embankment were observed leaning towards the creek, and tree roots were exposed at several locations due to eroding soil on the downslope side. This is further evidence of continued embankment erosion.

### **Conclusions and Recommendations:**

Runoff from the roadway has continued to erode the embankment, which has now led to the undermining of the roadway shoulder. There are multiple options to stabilize the embankment slope erosion and remediate roadway undermining, however, several factors such as costs, appearance, and desired level of disturbance will need to be considered when deciding which option to choose.

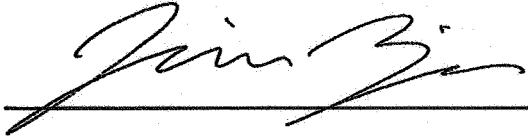
**Option #1- Soldier Pile Wall:** Steel soldier piles (spaced not more than ~6ft on center) consisting of HP Sections could be drilled vertically down into the embankment near the top of the slope. The soldier piles would potentially need to be drilled to a depth equal to 3x the embankment height, unless shallow bedrock is discovered before that. Timber lagging (or steel plates) would then be installed between each pile to create a cantilever retaining structure that would also provide road stabilization. The soldier piles and lagging would only be exposed as needed above grade but would have to be installed as such to avoid creating a hazard to traveling vehicles. The length of the soldier pile wall may need to be approximately 100' in length along the roadway. A steel guide rail is recommended to be installed along the edge of the roadway ( $\pm$  200 LF) in front of the soldier pile wall. Exploratory borings would be required, along with a geotechnical report and survey, to identify soil conditions and to determine design specifics of the soldier pile wall. This option could minimize disturbance to the existing embankment (i.e. some trees/vegetation could possibly remain), and the wall could be relatively hidden from sight.

**Option #2- Modular Block Retaining Wall (or equal):** Excavate eroding areas of existing embankment and partially excavate existing roadway for installation of modular block retaining wall. The excavation would be sizable, so most, if not all, of the existing trees and vegetation on the eroding sections of embankment slope would need to be removed. Geogrid would more than likely need to be installed between each block course and run underneath the roadway. A steel guide rail is again recommended to be installed at the top of the embankment along the roadway ( $\pm$  200 LF). This option would provide a durable and low maintenance solution to the eroding embankment, and also could be the most aesthetically attractive option depending on the type of modular block chosen. This would be the more expensive option, however, and would likely require the most construction time and labor. This option would also require a temporary closing of the road and construction operations extending into the waterway, which would likely require disturbance permits and erosion/sediment control measures.

Should you require any additional information or have any further questions, please do not hesitate to contact our office.

Respectfully submitted,

McGOEY, HAUSER & EDSALL  
CONSULTING ENGINEERS, D.P.C.

A handwritten signature in black ink, appearing to read "Jamison Zajac", is written over a solid horizontal line.

Jamison Zajac, P.E.  
Project Engineer

**FIELD PHOTOS**



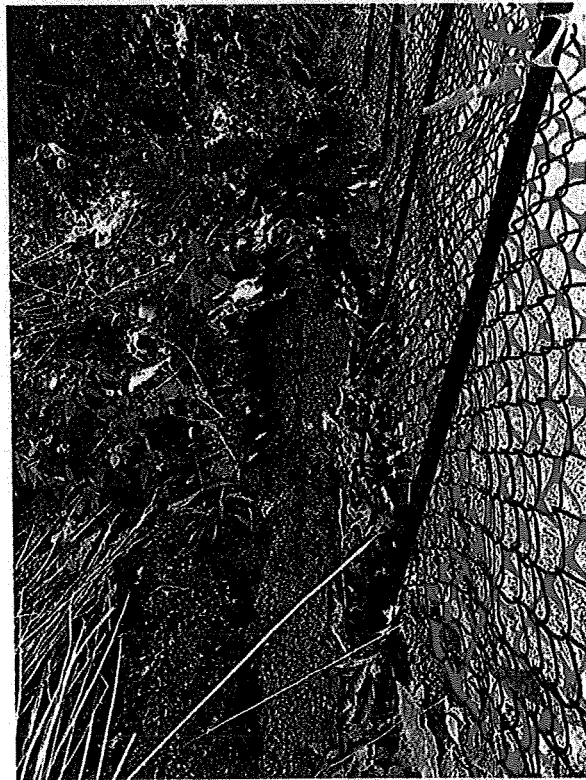
VIEW LOOKING WEST UP MILL HOUSE ROAD



VIEW LOOKING EAST DOWN MILL HOUSE ROAD



VIEW OF BROKEN AWAY ASPHALT AT EDGE OF ROADWAY



VIEW OF BROKEN AWAY ASPHALT AT EDGE OF ROADWAY



EMBANKMENT SLOPE DOWN TO THE CREEK



VIEW LOOKING UP ROADSIDE EMBANKMENT



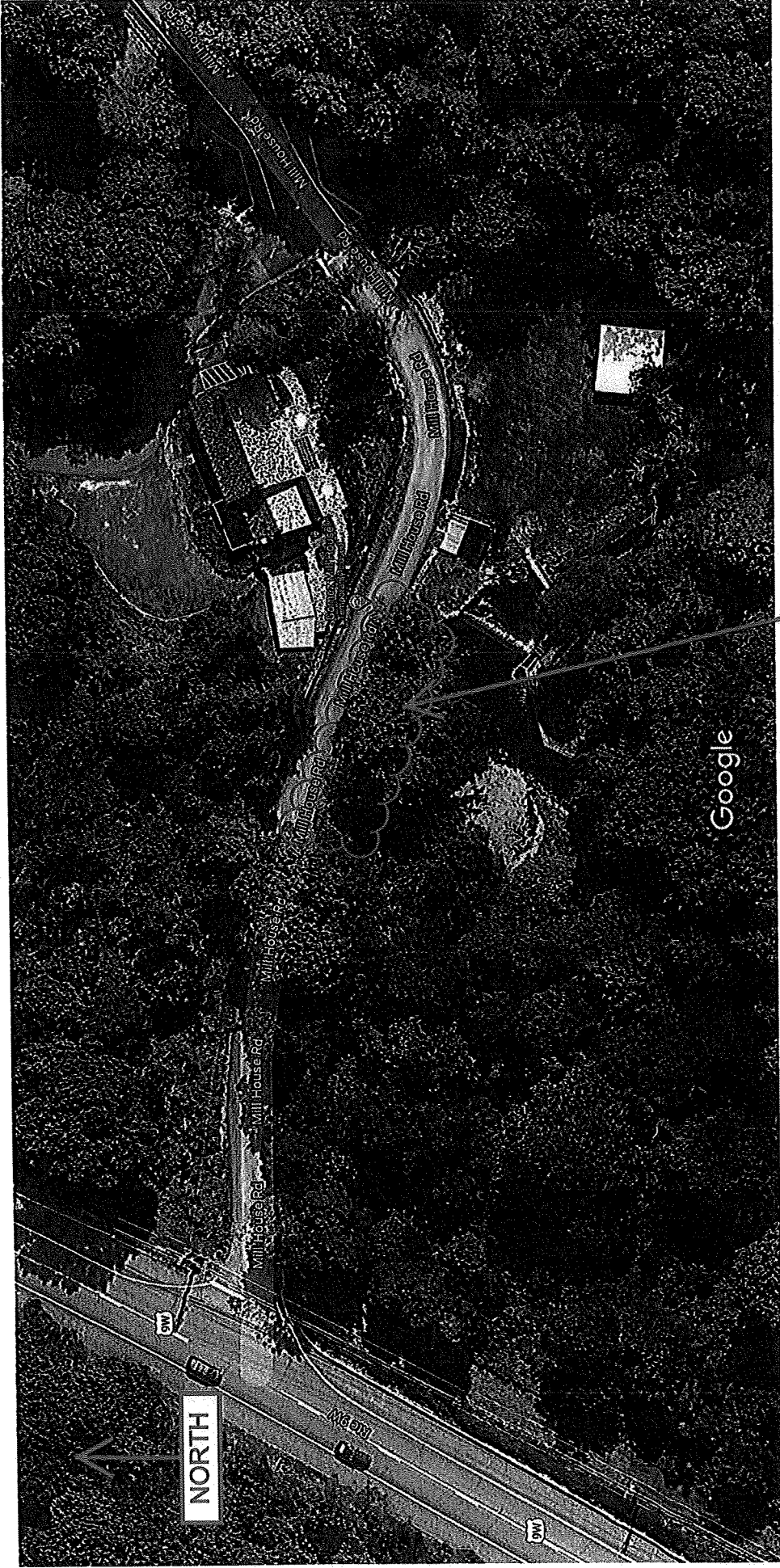


VIEW OF ROADWAY EMBANKMENT



VIEW LOOKING AT THE BACKSIDE OF THE EMBANKMENT FROM ACROSS THE DAM

Google Maps



Map data ©2020, Map data ©2020 20 ft

APPROXIMATE AREA OF  
EMBANKMENT EROSION  
AND ASPHALT ROADWAY  
CRACKING

**DANIEL G. LOUCKS, P.E.**  
G E O T E C H N I C A L   E N G I N E E R I N G

14 December 2020

Jamison Zajec  
MHE Consulting Engineers  
33 Airport Center Dr, Suite 202  
New Windsor, NY 12553

Re: Proposal for Subsurface Investigation for Proposed Mill House Rd. Solider Pile & Lagging  
Newburgh, NY  
File No. 3809

**INTRODUCTION:**

This proposal has been prepared to provide you with a description of the proposed investigation and the unit prices for performing the subsurface investigation. I have also included my understanding of the site and slope instability. An estimate of the number of units required to perform the services and an estimated total cost for the investigation has also been included.

I understand that the roadway has been experience slope instability and that the preliminary design is to place solider pile and lagging to support the existing slope. The RFP requires that geotechnical recommendations, soil/rock parameters, for the design of the solider pile and lagging be provided. The design of the solider pile and lagging system will be performed by others. Recommendations for estimated soil parameters will be provided along with a slope stability analysis of the proposed design. A topographic map of the slope and bottom of the slope/wetland area will be required for the slope stability analysis. This topographic information should be provided by others.

The scope of my services will be limited to coordinating the boring and laboratory investigation, analyzing the soil information, and providing a geotechnical report with soil/rock parameters recommendations. Site classification for seismic design as per the NYS Building Code Requirements will also be included. Any environmental aspects of the project should be performed by qualified others.

**DESCRIPTION OF PROPOSED INVESTIGATION:**

The RFP requires that three (3) soil borings are required to a depth of 50 feet or 10 feet into rock. Traffic control should be provided by others.

Soil index tests will be performed on representative samples after the field investigation has been completed.

Following the investigation and any laboratory testing, a geotechnical report with the results of the field investigation and laboratory testing along with geotechnical recommendations for soil/rock parameters and earthworks along with a slope stability analysis of the solider pile and lagging design will be submitted to your office.

## UNIT PRICES AND ESTIMATED COSTS:

Allied Drilling Inc, of Sparkill, New York provided the unit prices for the drilling. The prices will be valid provided they are able to perform this portion of the work. The drilling company will bill separately. Truck access has been assumed if clearing or snow removal is required it should be provided by the owner. The driller also assumes on site disposal of soils and level D conditions. Traffic control should be provided by others. Prevailing wage rates have been applied.

UFPO locating service will be notified to assist in the location of major utilities at the site. Final location of utilities within the property is the responsibility of the owner. If requested by the owner a locating service can be contracted to provide these services at an additional cost.

The following are the estimated amounts of services required with the unit prices, subtotals and totals:

### DRILLING:

Mobilization		400.00
Drilling	3 at \$2700.00/day =	8100.00
Rock Coring	30 at \$25.00/foot =	750.00
Client Delay	at \$250.00/hour =	
		-----
Estimated Total Drilling		\$ 9250.00

### LABORATORY TESTING:

Grain size w/o Hydrometer	2 at \$65.00 each =	130.00
Unconfined Compressive Strength Rock	3 at \$75.00 each =	225.00
		-----
Estimated Total Testing		\$ 355.00

### ENGINEERING:

Report and Recommendations		\$ 1400.00
Slope Stability Analysis		1500.00
Daniel G. Loucks, P.E.	at \$130.00/hour =	
Mileage (where applicable)	at \$.50/mile =	
Additional Consulting or Meetings at the above rates:		
		-----
Estimated Total Engineering		\$ 2900.00

**ESTIMATED PROJECT TOTAL** \$ **12,505.00**

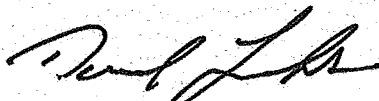
More of some units may be done and less of others. You will only be charged for the work performed. The budget will not be exceeded without approval. Payment is due within 30 days of the invoice date. An interest rate of 2% will be assessed for each month past the due date.

This agreement provides a final and complete understanding between the client and engineer. It supersedes all prior or concurrent communications, representations, or agreements, whether oral or written, relating to the subject matter of this agreement.

Acceptance of this agreement as provided for below signifies that the client has read the document thoroughly and has had any independent counsel and is satisfied. Client and engineer agree that modifications to this agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

If there are any questions with regard to this proposal, please feel free to call.

Yours truly,



Daniel G. Loucks  
N.Y.P.E. 068389

**ACCEPTED BY:** \_\_\_\_\_ **DATED:** \_\_\_\_\_

December 22, 2020



McGoey Hauser & Edsall Consulting Engineers  
33 Airport Ctr. Dr. Ste. 202  
New Windsor, NY 12553

Attn: Mr. Jamison Zajac, P.E.  
P: (845) 567-3100  
E: jzajac@mhepc.com

Re: Proposal for Geotechnical Engineering Services  
Mill House Road Embankment Stabilization Project  
Mill House Road  
Town of Newburgh, NY  
Terracon Proposal No. PJB205261

Dear Mr. Zajac:

We appreciate the opportunity to submit this proposal to McGoey Hauser & Edsall Consulting Engineers (MH&E) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$14,500. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
Terracon Consultants-NY, Inc.

John S. Hutchison, P.E.  
Sr. Geotechnical Engineer

Joseph Robichaud, Jr., P.E.  
Sr. Associate/ Office Manager

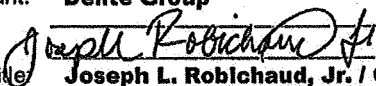
## AGREEMENT FOR SERVICES

This **AGREEMENT** is between McGoey Hauser & Edall Consulting Engineers PC (MH&E) ("Client") and Dente Group ("Consultant") for Services to be provided by Consultant for Client on the Mill House Road Embankment project ("Project"), as described in Consultant's Proposal dated 12/22/2020 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to New York law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Dente Group**

By:  Date: 12/22/2020

Name/Title: Joseph L. Robichaud, Jr. / Office Manager I

Address: 30 Corporate Cir Ste 201  
Albany, NY 12203-5169

Phone: (518) 266-0310 Fax: (518) 805-6001

Email: Joe.Robichaud@terracon.com

Client: **McGoey Hauser & Edall Consulting Engineers  
PC (MH&E)**

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

Name/Title: Jamison Zajac / P.E.

Address: 33 Airport Ctr Dr Ste 202  
New Windsor, NY 12553

Phone: (845) 567-3100 Fax: \_\_\_\_\_

Email: jzajac@mhepc.com



## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described in the "Request For Proposals and Qualifications" document sent to us by Mr. Zajac, and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
Parcel Information	<p>The project is located at Mill House Road in the Town of Newburgh, NY.                      The approximate center of the project is located at:</p> <ul style="list-style-type: none"> <li>○ Latitude: 41.5866° N</li> <li>○ Longitude: 73.9818° W</li> </ul> <p>(See Exhibit D)</p>
Existing Site Conditions	<p>The site is a two-lane road with a limited shoulder along its north side and a vegetated, steep slope along its south side. An impoundment area of a laid stone dam exists at the toe of the sloping grade. A failure scarp has developed at the crest of the slope, immediately adjacent to the edge of the asphalt roadway. A site reconnaissance by Mr. Zajac has concluded that surface runoff and erosion may, in part, be the cause of the slope instability.</p>
Site Access	<p>We expect the site, and all exploration locations, are accessible with our trailer-mounted or all-terrain mounted drilling equipment. We assume that the Town will provide traffic control as test borings will need to be advanced in the roadway.</p>
Expected Subsurface Conditions	<p>The Surficial Geologic Map of New York State indicates glacial till soils in the area, with shallow bedrock mapped immediately adjacent to the project site. The bedrock is mapped as graywacke and shale of the Austin Glen Formation.</p>

### Planned Construction

Item	Description
Information Provided	<ul style="list-style-type: none"> <li>■ "Request For Proposals And Qualifications," document by MH&amp;E, no date.</li> <li>■ October 9, 2020 correspondence from MH&amp;E to the Town of Newburgh Engineer describing the existing conditions and potential repair schemes.</li> <li>■ "Soldier Pile Wall Concept" pdf, no date.</li> </ul>

**Proposal for Geotechnical Engineering Services**

Mill House Road Embankment Stabilization Project ■ Town of Newburgh, NY

December 22, 2020 ■ Terracon Proposal No. PJB205261



Item	Description
<b>Project Description</b>	Project consists of the construction of an earth retaining structure and potential grading improvements to repair the slope failure and improve drainage.
<b>Proposed Structure</b>	The current concept proposed by MH&E is a soldier pile and lagging type retaining wall to minimize disturbance to the area and historic structures in the immediate project vicinity. The Geotechnical Evaluation will provide recommendations regarding the suitability of the proposed structure for the site and subsurface conditions encountered.
<b>Grading/Slopes</b>	No topographical information was available at the time of this proposal's preparation. A topographical survey of the existing conditions will be required to facilitate our analysis. The survey would be performed by others and is not included in our scope of services.

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program consists of the following as developed by MH&E and outlined in the Geotechnical RFP:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
3	50 or practical refusal	Along roadway, spaced approximately 30' on centers, at the top of the failure

1. Below ground surface.
2. Upon encountering refusal, a 10' rock core will be advanced in general conformance with ASTM D2113. If dense, boulder laden glacial till soils are encountered in the core we will consider the boring complete.

**Boring Layout and Elevations:** We will use handheld GPS equipment and measurements from existing site features to locate the test borings. Approximate ground surface elevations will be interpolated from the site specific, surveyed topographic map provided by others.

**Subsurface Exploration Procedures:** We will advance soil borings with a trailer or an all-terrain-mounted drill rig using continuous flight augers or flush joint casing as appropriate. Sampling will be continuous to a depth of at least 12 feet and at intervals of 5 feet or less thereafter. Soil sampling will be performed in accordance with the standard penetration test (SPT) ASTM D1586. The samples will be placed in appropriate containers, taken to our soil laboratory for observation and testing, and classified by a geotechnical engineer or geologist. In addition, we will observe and record groundwater levels during drilling and sampling.

Upon encountering bedrock or refusal-to-drilling conditions, rock coring (using NQ/NX rock core barrel) will be performed at the borings. A minimum of 10 feet of rock coring will be performed at each boring as stipulated in the RFP. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. Our compensation and budget consider water is available on-site.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Proposal for Geotechnical Engineering Services**

Mill House Road Embankment Stabilization Project ■ Town of Newburgh, NY

December 22, 2020 ■ Terracon Proposal No. PJB205261



**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Delays for access to the site, beyond our immediate control, will be billed at \$300 per hour.

This proposal does not include the costs to access through snow plowed banks. If this proposal is authorized when such conditions exist, we will provide revised mobilization and demobilization costs reflecting these site weather related conditions.

**Property Disturbance:** We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

**Safety**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interest of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the Coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through DigSafely NY. We will consult with the owner/client regarding potential utilities, or other unmarked

underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional locating services are not included in the base fee for our current scope of services. However, if you would like to request private utility location services for this project, you can initial for authorization in the **Additional Services** table presented in the **Compensation** section. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

### **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Grain size analysis
- Atterberg limits
- Unconfined compressive strength

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

If bedrock samples are obtained, rock classification will be conducted using locally accepted practices for engineering purposes. Boring log rock classification is determined using the Description of Rock Properties.

### **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate slope stabilization alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously

**Proposal for Geotechnical Engineering Services**

Mill House Road Embankment Stabilization Project ■ Town of Newburgh, NY

December 22, 2020 ■ Terracon Proposal No. PJB205261



registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Conclusions regarding the possible cause of the slope failure
- Global stability analysis of the proposed retaining wall and slope geometry
- Lateral earth pressures and retaining wall recommendations, including alternate backfill methods such as light weight aggregate or geofoam to reduce lateral earth pressures as applicable
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Recommended pavement options and design parameters

## **Additional Services**

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table. Our fees account for New York State Prevailing Wages, as applicable:

Task	Fee
Test boring stake out and UFPO utility clearance – lump sum	\$500
Drill rig mobilization / demobilization / per diems – lump sum	\$1,500
Soil Borings Per ASTM D1586 and rock coring per ASTM D2113, 3 borings to 50' or practical refusal with 10' rock cores – 3 days at \$2,500/day	\$7,500
Laboratory testing – Grain size, water content, Atterberg Limits, unconfined compressive strength of rock – lump sum	\$500
Engineer/Geotechnician to prepare subsurface logs and location plans – lump sum	\$1,000
Geotechnical Engineer to prepare inferred subsurface profiles, perform global stability analyses and prepare report of findings and recommendations – lump sum	\$3,500
<b>Estimated Fee</b>	<b>\$14,500</b>

Our estimate does not include the following items which we assume will be provided by others:

Traffic control during drilling operations. If we are to provide add \$2,500/day at NYS Prevailing Wage Rates.

Topographic survey of existing conditions by NYS Licensed Land Surveyor, one-foot contour intervals.

Permits, if needed, for conducting drilling operations in the roadway.

Standby time for delays caused by parties other than Terracon or its subcontractors will be charged at \$300 per hour.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Fee	Initial for Authorization
Private Utility Locate Service <sup>1</sup>	\$2,300	
Plans and Specifications Review	\$175/Hr	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities. Fee includes NYS Prevailing Wage Rates.





Our Scope of Services does not include services associated with site clearing, wet ground conditions, snow plowing or removal for access, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

**Project Schedule**

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<i>GeoReport</i> ® Delivery	Business Days from Notice to Proceed <sup>1, 2</sup>
Project Planning	5 days
Site Characterization	15 days
Geotechnical Engineering	30 days

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport*® website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport*® website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**EXHIBIT D – SITE LOCATION**

Mill House Road Embankment Stabilization Project ■ Town of Newburgh, NY

December 22, 2020 ■ Terracon Proposal No. PJB205261

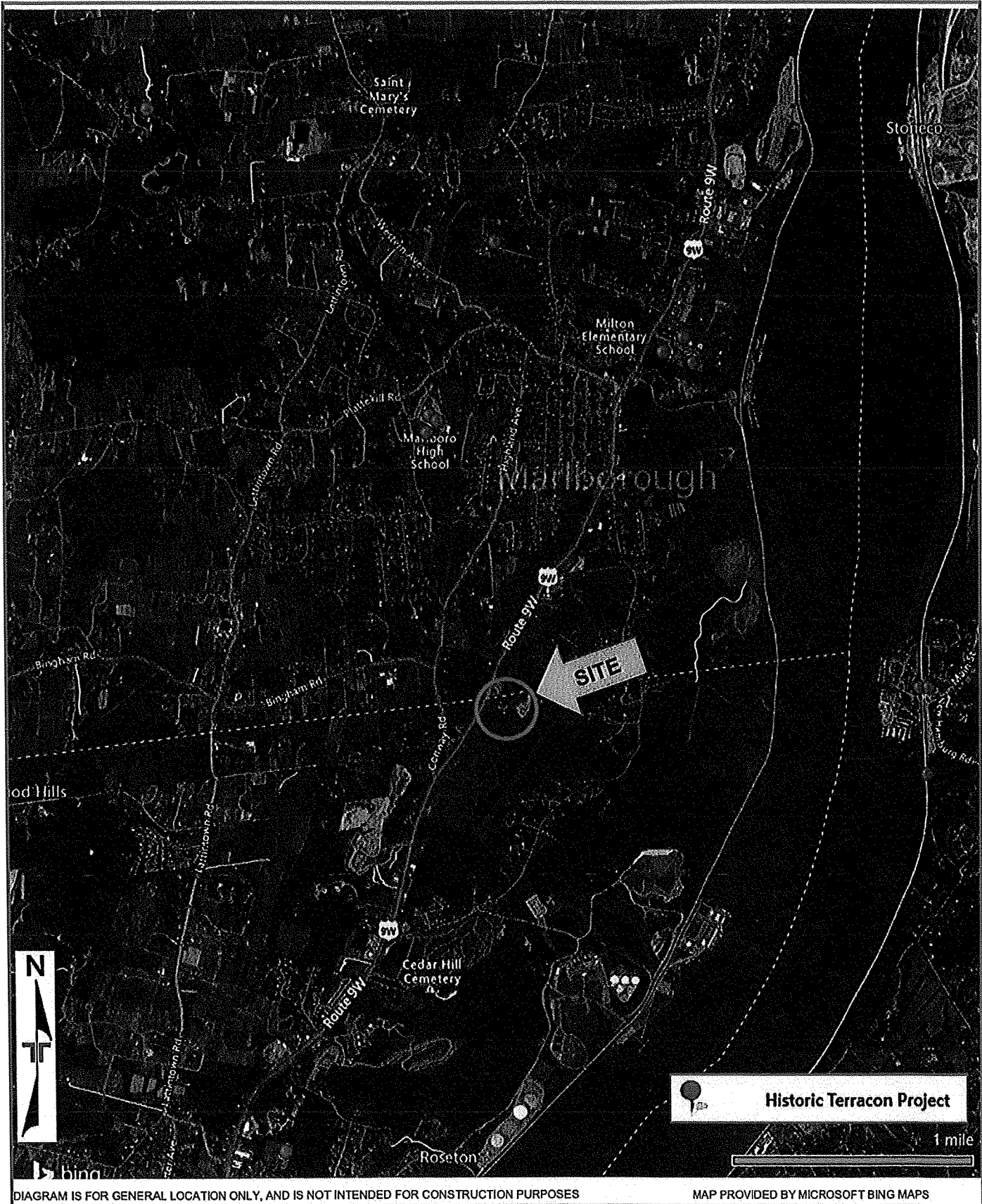


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E- ANTICIPATED EXPLORATION PLAN

Mill House Road Embankment Stabilization Project ■ Town of Newburgh, NY  
December 22, 2020 ■ Terracon Proposal No. PJB205261

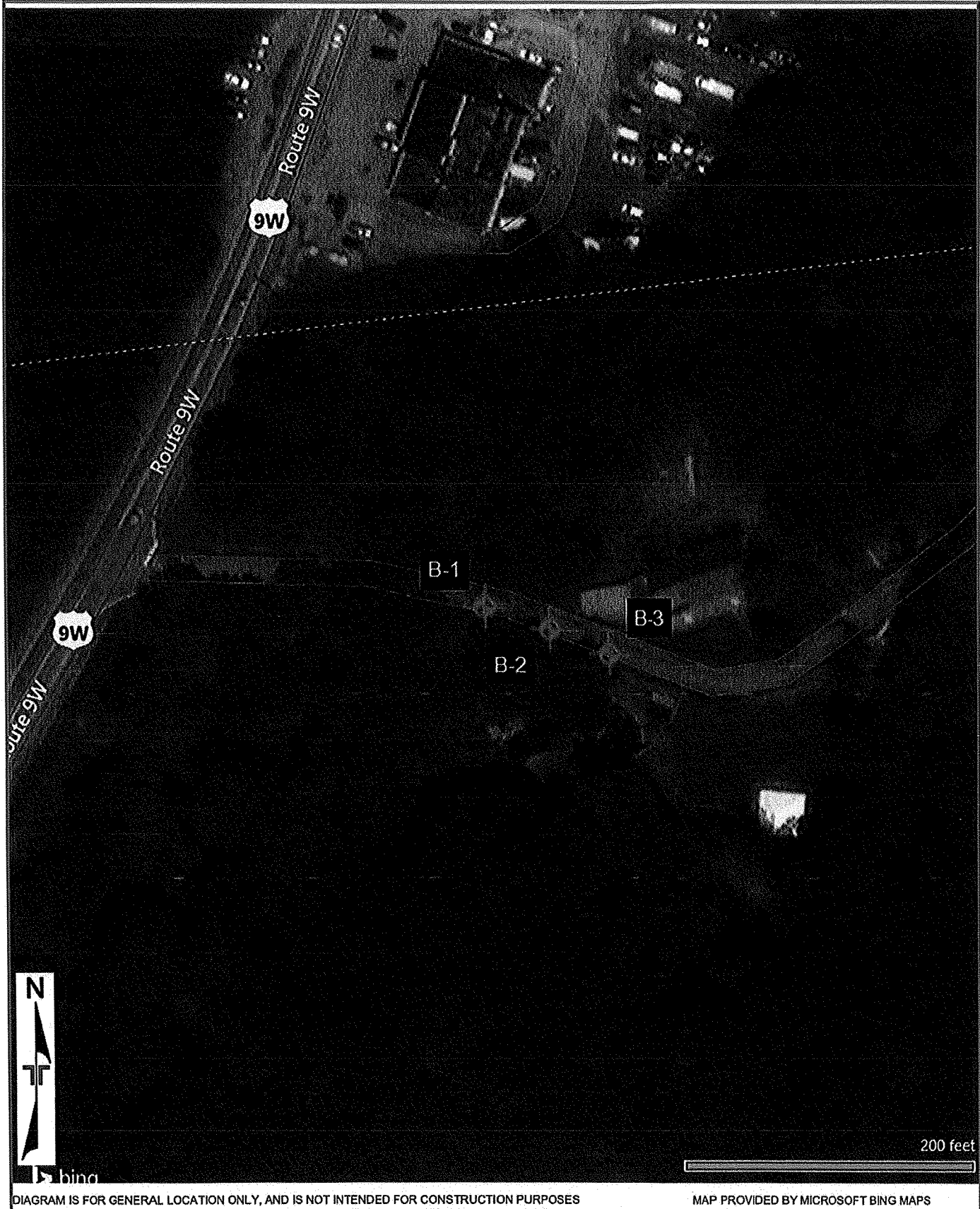


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Lawrence J. Marshall, P.E.  
John Tarolli, P.E., L.S.

Zachary A. Peters, P.E.  
Kenneth W. Vriesema, L.S.

December 15, 2020

Patrick Hines  
33 Airport Center Drive  
Suite 202  
New Windsor, NY 12553  
via email: [phines@mhepc.com](mailto:phines@mhepc.com)

Re: Proposal No. 4744  
Mill House Road & NYS Route 9W  
Town of Newburgh  
Orange County  
**Topographic Survey**

Dear Mr. Hines,

We are pleased to provide you with this proposal for professional services for a portion of Mill House Road in the Town of Newburgh, Orange County, New York.

The area to be surveyed is along Mill House Road from the intersection of Mill House Road and NYS Route 9W to the parking lot for the Gomez Mill House.

**Scope of Work**

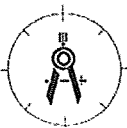
The following describes the work Mercurio-Norton-Tarolli-Marshall (MNTM) is prepared to complete for the subject parcel:

**Task 1: Topographic Survey**

MNTM will complete a topographic survey for the portion of Mill House Road described above. The topography will extend a minimum of 150 feet from the centerline of Mill House Road. The survey will include the following:

- 1) Site Topography at maximum 2-foot vertical intervals
- 2) Property lines along Mill House Road
- 3) Adjoining property owner information
- 4) Legal bounds of NYS Route 9W and Mill House Road
- 5) All pavement markings
- 6) Location of edge of pavement and shoulders
- 7) Location of all signs, utility poles, guy wires, guiderails, etc. within survey area
- 8) Bed, bank, and depth of creek adjacent to the embankment slope
- 9) Location of trees and stumps greater than 6" in diameter

*Note: the provided estimate assumes no snow removal is required to locates 5, 6, and 7. If snow removal is required, there will be an additional cost of \$500.00*



**Fee Schedule**

MNTM proposes to bill each task as indicated in the following Fee Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Invoices not paid within 30 days of the date of the bill will be subject to an interest rate of 2.0% per month compounded.

<u>Task</u>	<u>Description</u>	<u>Estimated Fee</u>
1	Topographic Survey	\$7,150.00
	<i>retainer requested for each task</i>	<i>50% of estimated fee</i>

Based upon current workload, MNTM estimates Task 1 will be completed in approximately 10-12 weeks. Work will not commence on a task until the requested retainer and Authorization to Proceed have been received.

No costs for additional studies or services not expressly listed in the tasks have been provided. If additional tasks are necessary, MNTM will provide estimates of required services prior to beginning such work.

MNTM does not guarantee approvals for the listed tasks or timing of such approvals. Any timeline provided by MNTM is strictly an estimate and cannot be guaranteed.

If applicable, meeting attendance, map copies, mileage, and mailings may be charged separately as reimbursables unless otherwise specified to be included in the provided estimate. The provided estimates do not include any reimbursables unless expressly stated. Reimbursables will be billed separately as items are incurred. A list of reimbursable expenses has been provided at the end of this proposal for your reference.

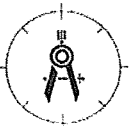
Thank you for your consideration. If the provided estimates are acceptable, please sign the attached Agreement and return the same to this office as our formal authorization to proceed. If you have any questions or comments regarding this proposal, please do not hesitate to contact me at (845) 744-3620 or by email at [lmarshall@mntm.co](mailto:lmarshall@mntm.co).

Sincerely,



Lawrence Marshall, P.E.

LM/nl



**AUTHORIZATION TO PROCEED**

THIS WILL AUTHORIZE MERCURIO-NORTON-TAROLLI-MARSHALL, ENGINEERING & LAND SURVEYING, P.C. TO PROCEED WITH PROFESSIONAL ENGINEERING AND/OR LAND SURVEYING SERVICES IN ACCORDANCE WITH THIS PROPOSAL AND CONFIRMS MY ACCEPTANCE OF ALL TERMS AND CONDITIONS.

**THE FOLLOWING TERMS ARE PART OF THIS AGREEMENT:**

1. THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF PROPOSAL.
2. INVOICING WILL BE ON A MONTHLY BASIS AND WILL INCLUDE BILLING FOR WORK COMPLETED TO DATE. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE. INTEREST CHARGES OF 2.0% PER MONTH MAY BE APPLIED TO ANY OUTSTANDING INVOICE AFTER 30 DAYS.
3. ANY FEES INCURRED BY MNTM DUE TO COLLECTION OF OUTSTANDING INVOICES WILL BE CHARGED TO THE CLIENT.
4. MERCURIO-NORTON-TAROLLI-MARSHALL, ENGINEERING & LAND SURVEYING, P.C., RESERVES THE RIGHT TO STOP WORK IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS.

NAME:

\_\_\_\_\_

POSITION:

\_\_\_\_\_

COMPANY:

\_\_\_\_\_

DATE:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

OFFICE TELEPHONE:

\_\_\_\_\_

CELLULAR TELEPHONE:

\_\_\_\_\_

ALTERNATE TELEPHONE:

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E-MAIL ADDRESS:

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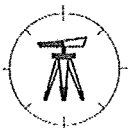
MAILING ADDRESS:

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**DATE: December 15, 2020**

**Proposal No. 4744**



Lawrence J. Marshall, P.E.  
 John Tarolli, P.E., L.S.

Zachary A. Peters, P.E.  
 Kenneth W. Vriesema, L.S.

**Fee Schedule and Hourly Billing Rates - 2020**

<b>Job Classification:</b>	<b>Hourly Rates:</b>
Senior Principal Engineer	\$180.00
Professional Engineer	\$160.00
Engineer	\$120.00
Senior Principal Surveyor	\$160.00
Professional Surveyor	\$125.00
Surveyor (Office)	\$100.00
Surveyor (Field)	\$125.00
Expert Testimony	\$275.00
Field Technician	\$85.00
Clerical	\$50.00
<b>Expenses:</b>	
Mileage	\$0.535 per mile
Tolls, Travel Expenses, Etc.	At Cost
Map Copies	\$4.00 per sheet
Report Copies (Letter Size) – Black & White	\$0.03 per page
Color	\$0.10 per page



TOWN OF NEWBURGH  
TOWN ENGINEER

11B

MEMORANDUM

TO: Gilbert Piaquadio, Supervisor  
Town of Newburgh Town Board

FROM: Patrick J. Hines – Rep. Engineers for Town

DATE: 4 February 2021

RE: **Meadow Hill South Parallel Relief Sewer**

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On 12 January 2021 the Town of Newburgh received bids for the subject project. Seven (7) bids were received ranging from the low bid of \$996,000.00 to the high bid of \$1,861,550. The low bid was submitted by TAM Enterprises in the amount of \$996,000.00. The Town has received a 28 January 2021 Recommendation of Award from GHD, the Town's Design Consultant. GHD Engineers have discussed the project with TAM Enterprises as well as evaluated TAM's references. GHD finds no reason why the Town of Newburgh should not award Meadow Hill South Parallel Relief Sewer Project to TAM Enterprises. The following is a list of bids received:

1. TAM Enterprises - \$996,00.00
2. Metra Industries - \$1,036,737.50
3. Ben Ciccone, Inc. - \$1,238,800.00
4. Northbrook Contracting Corporation - \$1,517,875.00
5. Montana Construction, Inc. - \$1,561,111.00
6. J. D'Annunzio & Sons - \$1,767,00.00
7. Morano Brothers - \$1,861,550.00

Based on the recommendation from GHD Engineers, the Town Board may wish to award the Meadow Hill South Parallel Relief Sewer to TAM Enterprises. This project is subject to a NYSDEC consent order which requires construction to begin by 1 June 2021, and be completed by 31 August 2021.

As the above requires Town Board action, I'm requesting this item be placed on the next available agenda.

If you have any questions or comments please contact me.

PJH/dns

Cc: Jim Osborne, Town Supervisor  
Mark Taylor, Town Attorney  
Jeff Guido, Town Water Department





January 28, 2021

Reference No. 8616478

Mr. Patrick J. Hines  
Principal  
McGoey, Hauser & Edsal Consulting Engineers, D.P.C.  
33 Airport Center Drive, Suite 202  
New Windsor, NY 12553

Dear Mr. Hines:

**Re: Bid Results  
Meadow Hill South – Parallel Relief Sewer  
Newburgh, New York**

Sealed bids for the Meadow Hill South Parallel Relief Sewer project were received at the Town offices and opened on January 12, 2021 at 11:00 a.m. The bids received from the three (3) lowest bidders were reviewed and results are included in the attached Canvass of Bids.

The lowest total bid price received was from TAM Enterprises, Inc. in the amount of \$996,000.00. We have tabulated the three (3) lowest bid proposals received and no mathematical errors were found. TAM Enterprises, Inc. was contacted after the bids were received to discuss their bid proposal. TAM had indicated that they understand the contract requirements, are confident with their pricing, and are willing to enter into a construction contract with the Town of Newburgh. We reviewed TAM Enterprises, Inc. bid proposal package and found it to be complete as required.

Therefore, based upon our review of TAM's bid proposal, we find no cause or reason why the Town of Newburgh should not award the Meadow Hill South Parallel Relief Sewer project to TAM Enterprises, Inc. in the amount of their total bid price of \$996,000.00.

Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,

GHD Consulting Services Inc.

Jon Putnam  
Project Manager

JRP/mrv

Encl.

cc: Kevin Castro, PE, GHD (w/enc.)  
Tyler Pitts, EIT, GHD (w/enc.)

**CANVASS OF BIDS**



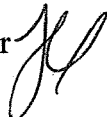
**PROJECT NAME:** Meadow Hill South Parallel Relief Sewer  
**CONTRACT NO. 1**  
**LOCATION:** Town of Newburgh, NY  
**GHD JOB NO.:** 8616478.1

**BIDS OPENED:** January 12, 2021

BID ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNITS	Ben Ciccone, Inc.		Metra Industries		TAM Enterprises	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization/Demobilization 8-Inch Diameter Pressure Sewer Between Existing Communicator Building and Cleanout Assembly, West Side of NYS Thruway I-87	1	ls	\$200,000.00	\$200,000.00	\$10,000.00	\$10,000.00	\$70,366.00	\$70,366.00
2A	Between Existing Communicator Building and Cleanout Assembly, East Side of NYS Thruway I-87	350	cy	\$97.00	\$33,950.00	\$470.00	\$164,500.00	\$278.00	\$97,300.00
2B	Between Existing Communicator Building and Cleanout Assembly, East Side of NYS Thruway I-87	800	cy	\$220.00	\$176,000.00	\$450.00	\$360,000.00	\$102.00	\$81,600.00
3A	New York State Thruway I-87 Trenchless Road Crossing	500	cy	\$476.00	\$238,000.00	\$475.00	\$237,500.00	\$580.00	\$290,000.00
3B	NYS/DOT Route 300 (Union Avenue)	100	cy	\$536.00	\$53,600.00	\$800.00	\$80,000.00	\$872.00	\$87,200.00
4	Asphalt Driveways and Parking Areas Cleanout Assemblies	375	sy	\$106.00	\$39,750.00	\$90.00	\$33,750.00	\$96.00	\$36,000.00
5	Union Avenue Interconnection Vault and Other Work	1	ls	\$139,000.00	\$139,000.00	\$65,000.00	\$65,000.00	\$117,808.00	\$117,808.00
6	Connection to Communicator Building and Other Work	1	ls	\$210,000.00	\$210,000.00	\$50,000.00	\$50,000.00	\$83,603.00	\$83,603.00
7	Testing of Pressure Sewers	1,750	lf	\$45,000.00	\$45,000.00	\$13,300.00	\$13,300.00	\$48,879.00	\$48,879.00
8	Final Cleanup and Site Restoration	1	ls	\$12.00	\$12.00	\$1.25	\$2,187.50	\$16.00	\$28,000.00
9	Record Drawings	1	ls	\$54,000.00	\$54,000.00	\$1,500.00	\$1,500.00	\$25,494.00	\$25,494.00
10	Additional Excavation	50	cy	\$55.00	\$2,750.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
11	Rock Excavation	50	cy	\$325.00	\$16,250.00	\$65.00	\$3,250.00	\$85.00	\$4,250.00
12	Special Pipe Trench Backfill	50	cy	\$90.00	\$4,500.00	\$150.00	\$7,500.00	\$290.00	\$14,500.00
13		50	cy	\$90.00	\$4,500.00	\$65.00	\$3,250.00	\$120.00	\$6,000.00
<b>Total Bid Price (Sum of Bid Items 1 - 13)</b>					<b>\$1,238,800.00</b>		<b>\$1,036,737.50</b>		<b>\$996,000.00</b>

**MEMORANDUM**

**TO:** Gil Piaquadio; Town Supervisor and Town Board members

**From:** Jeff Guido; Water / Sewer Department Manager 

**Date:** February 3, 2021

**Subject:** Filling of vacant Part-time Clerk position for Filtration Department

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I would like to request that Charlene Black begin the process of filling the vacant part-time Clerk position for the Filtration Department.

This position was left vacant when Debbie Deegan was hired as full-time clerk for the Engineering Department.

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



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

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**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members ✓

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: February 4, 2021

RE: Recreation Aide Positions

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At this time we are requesting your approval to begin the process to hire two (2) Part Time Recreation Aides. The funds for both these positions are available in the current 2021 Budget.

Thank you for your consideration.

Regards,

Jim Presutti