

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

**TOWN BOARD PUBLIC MEETING AGENDA**  
**Monday, March 8, 2021**  
**7:00 p.m.**

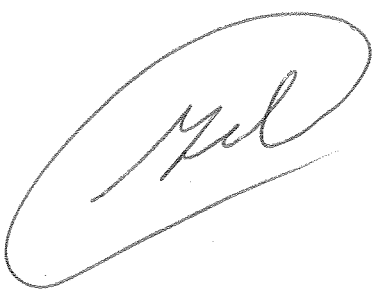
- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. APPROVAL OF AUDIT**
- 6. NEW YORK STATE DISABILITY INSURANCE: Award to Standard Security**
- 7. RECREATION DEPARTMENT:**
  - A. Purchase of Copier**
  - B. Start Process to Hire Part Time Laborer**
  - C. Duty Free Lunch**
  - D. Chadwick Lake Park Concert Series**
- 8. ASSESSOR: Resolution per Executive Order to Waive the Renewal Application Requirement for Senior/Disabled Property Tax Exemptions**
- 9. POLICE DEPARTMENT: Approval to Purchase Ammunition**
- 10. RESOLUTION: Chadwick Lake Reservoir and Water Filtration Plant Improvements Project**
  - A. Public Interest Order**
  - B. Bond Resolution**
- 11. ENGINEERING DEPARTMENT:**
  - A. Chadwick Lake Filter Plant Resiliency Improvement**
    - i. Engineering Fees for Design Services During Construction**
    - ii. Engineering Fees for Membrane Trailer**
  - C. Gardnertown Road Culvert Supplemental Agreement #3**
- 12. TOWN CLERK: Purchase of New Copier**
- 13. ANNOUNCEMENTS**
- 14. PUBLIC COMMENTS**
- 15. ADJOURNMENT**

GJP; jpp  
Second Revision – March 5, 2021 at 12:45 pm

March 8<sup>th</sup> Town Board Meeting

By switching our Disability Insurance from our current carrier which is Hartford Insurance to Standard Security. The agent for Standard Security is Haylor Freyer & Coon we will save approx. \$ 2,300.00 per year in premium.

I am looking for a motion to make Standard Security our Disability Carrier as soon as the Policy can take effect.

A handwritten signature in black ink, enclosed within a large, hand-drawn oval. The signature is stylized and appears to be the initials 'JL'.

# EMPLOYEE BENEFITS PROPOSAL

Prepared For:

**Town of Newburgh**

1496 Route 300  
Newburgh, NY 12550-2677

SIC: 9199

## New York State Disability (DBL) New York State Paid Family Leave (PFL)

Proposal Date:	02/16/21
Effective Date:	02/01/21
Expiration Date:	02/22/21
Guarantee Date:	12 Months

Prepared By:

*Tom Augustini*

*Haylor Freyer & Coon Inc*

300 South State Street, STE 1000

Syracuse, NY 13202

Off: (607) 797-2003

Cell: (607) 206-0929

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**LiDAC**  
EMPLOYEE BENEFIT SOLUTIONS



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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


To: Supervisor Piaquadio ✓  
Town Board

From: Charlene M. Black, Personnel

Date: March 2, 2021

Re: New York State Disability Insurance

I was asked to do some research on our disability insurance. To date we have Hartford insurance which costs us approximately \$16,000.00 a year, which is \$6.86 per employee. Haylor, Freyer and Coon reached to us and gave us a quote of \$13,504.60, which is a savings of \$2,383.16 a year or 15% and \$5.83 per employee. I was told I would not have to do anything on our part except send a letter to Hartford, terminating our coverage with them. HFC would supply the letter and I would put it on our letterhead. We would like to do this by the end of the quarter which is March 31, 2021. I have included information about the company which is Standard Security and I also researched and found the company is one of the best in New York State. Thank you in advance.

	Policyholder	Town of Newburgh	Proposal	02/16/21
	Agent - Agency	Haylor Freyer & Coon Inc	Expires	02/22/21
			Eff. Date	02/01/21

Employer Profile				
Employer Name	Town of Newburgh	DBA	N/A	
Street Address	1496 Route 300	State	NY	
City / Town	Newburgh	Zip Code	12550-2677	
Nature of Business	General Government	SIC Code	9199	
Website	N/A	FEIN	14-6002330	
Covered Employers	One (1) Employers	Billed Employers	One (1) Employers	
Primary Contact	Charlene Black	Office Phone	(845) 566-7785	

In-Force Carrier		Hartford		
New York Coverage	New York Disability (DBL)	New York Paid Family Leave (PFL)		
Covered Payroll	50.00%	66.67%		
Maximum Benefit	\$170.00	\$971.62		
ADD Rider	N/A			
Rate Guarantee Period	12 Months	Calendar Year		
Rates & Premiums	New York Disability (DBL)	New York Paid Family Leave (PFL)		
Lives & Rates	Lives	Rates Monthly	Lives	Rates Monthly
Males	131	\$6.86	131	0.511%
Females	62	\$6.86	62	0.511%
ADD Rider	0	\$0.000		
Total Employees	193	\$6.86	193	0.511%
Annual Covered Payroll	Estimated	N/A	Annual Payroll Est	\$0
Annual Premium	Estimated	\$15,887.76	Annual Premium Est.	\$0.00
(Special Notation)	(DBL Premiums, Subject To Final Payroll & Bill)		Total Premium DBL & PFL	\$15,887.76

Proposed Carrier		Standard Security		
New York Coverage	New York Disability (DBL)	New York Paid Family Leave (PFL)		
Covered Payroll	50.00%	66.67%		
Maximum Benefit	\$170.00	\$971.62		
ADD Rider	N/A			
Rate Guarantee Period	12 Months	Calendar Year		
Rates & Premiums	New York Disability (DBL)	New York Paid Family Leave (PFL)		
Lives & Rates	Lives	Rates Monthly	Lives	Rates Monthly
Males	131	\$5.83	131	0.511%
Females	62	\$5.83	62	0.511%
ADD Rider	0	\$0.00		
Total Employees	193	\$5.83	193	0.511%
Annual Covered Payroll	Estimated	N/A	Annual Payroll Est	\$0
Annual Premium	Estimated	\$13,504.60	Annual Premium Est.	\$0.00
(Special Notation)	(DBL Premiums, Subject To Final Payroll & Bill)		Total Premium DBL & PFL	\$13,504.60

Annual Savings (DBL)	15.00%	\$2,383.16
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Considerations	Benefit & Administrative Highlights
Eligible Employee**	Date Of Hire, If Worked At Least Four Consecutive Weeks
EE Contribution (If Req)	1/2 of 1% Of A Max Cvd. Payroll Of \$120.00/Week, All Jobs Combined
Basic Weekly Earnings	Weekly Rate of Avg Earnings Over The 8 Weeks Prior To Date of Disability
Covered Disability	Resulting From Non-Occupational Injury Or Illness
Duration of Disability	26 Weeks, During 52 Consecutive Calendar Weeks
Waiting Period	7 Day - Accident, 7 Days - Sickness
Benefit Percentage	50% Of Covered Payroll To Maximum Of \$340 Weekly
Maximum Weekly Benefit	\$170.00 Per Week
ADD Rider	Not Applicable
In Hospital Rider	Not Applicable
Out of State Employees	May Be Covered With A State Rider, Subject To Underwriting Approval
Billing Mode	Quarterly In Arrears
Claims Administration	Carrier will assume any and all claims with a date of loss incurred on or after the effective date of coverage
Cancellation Letter	Employer is required to send cancellation letter to prior carrier to terminate the existing coverage
Quote Expires	Expires on the "Earlier" of expiration date or on the date that an RFP is presented to the proposed carrier by any agent
Binder Email Required	Email confirmation from Broker Of Record requesting to bind coverage in accordance with the assumptions above
New York State PFL Rates	NYS PFL Rates maybe subject to change annually as may be determined by the NYS Department of Financial Services

\*\*Eligible Employee Means Employees Working 4 Consecutive Weeks, Employees Completing Application for Voluntary Coverage, Domestic Employees Working 40 Or More Hours Per Week For One Employer

# BEST'S RATING REPORT



Standard Security  
Life Insurance Company  
A Member of The IHC Group

## Standard Security Life Insurance Company of New York

485 Madison Avenue, 14th Floor, New York, New York, United States 10022-5872

AMB #: 007075

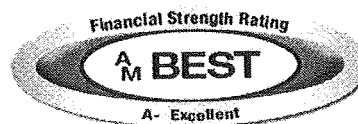
NAIC #: 69078

FEIN#: 13-5679267

Phone: 212-355-4141

Fax: 212-754-3346

Website: [www.sslicny.com](http://www.sslicny.com)



# Standard Security Life Insurance Company of New York

Disclosure Information: View A.M. Best's [Rating Disclosure Form](#)

Ultimate Parent: [055438 - Geneve Holdings, Inc.](#)

A.M. Best Rating Unit: [069756 - Independence Holding Company Group](#)

## Best's Credit Ratings:

Rating Effective Date: December 19, 2018

Best's Financial Strength Rating:	A-	Outlook:	Stable	Action:	Affirmed
Best's Issuer Credit Rating:	a-	Outlook:	Stable	Action:	Affirmed

## Five Year Credit Rating History:

Date	Best's Financial Strength Ratings			Best's Issuer Credit Ratings		
	Rating	Outlook	Action	Rating	Outlook	Action
12/19/2018	A-	Stable	Affirmed	a-	Stable	Affirmed
12/20/2017	A-	Stable	Affirmed	a-	Stable	Affirmed
12/22/2016	A-	Stable	Affirmed	a-	Stable	Affirmed
04/08/2016	A-	Stable	Affirmed	a-	Stable	Affirmed
01/06/2016	A- u	Developing	Under Review	a- u	Developing	Under Review
12/10/2015	A-	Stable	Affirmed	a-	Stable	Affirmed
12/02/2014	A-	Stable	Affirmed	a-	Stable	Affirmed

## Rating Rationale:

Standard Security Life Insurance Company of New York is a member of the Independence Holding Company Group due to the strength it receives as part of the organization. Standard Security continues reporting favorable net operating income, however, lower than prior years while maintaining a more-than-adequate risk-adjusted capital position. Standard Security has shifted to sell primarily DBL business from previously selling medical stop-loss. The company has a strong reputation in this market, which is an important part of IHC's business strategy.

The following text is derived from Best's Credit Report on Independence Holding Company Group (AMB#069756)

### Balance Sheet Strength: Strongest

- Maintains the strongest level of risk-adjusted capitalization as measured by its Best's Capital Adequacy Ratio (BCAR).
- Fairly conservative and diversified investment portfolio with the majority of invested assets comprised entirely of investment-grade fixed income securities.
- The organization has a moderate dependence on reinsurance, as about one-third of gross premium is ceded including internal reinsurance which comprises a significant portion of the reinsurance program. A.M. Best also notes that the external reinsurers are primarily highly rated reinsurers.

### Operating Performance: Adequate

- The group is experiencing good new sales growth, particularly from its hospital indemnity and short-term medical products, as well as new significant distribution relationships.
- Over the past two years, the group has reported improved pre-tax net operating gains and net income, due primarily to favorable operating results in its core specialty health and group life and disability segments.

- Significant improvement in underwriting results in recent years, as the group exited the stop-loss and major medical businesses, which were more capital intensive with less predictable margins.
- Investment income has steadily declined in recent years, due to a declining invested asset base from the transfer of reserves from the exited individual life and annuity lines.

### Business Profile: Limited

- Independence Holding Company Group's (IHC Group) business profile has changed dramatically in recent years, exiting ordinary life and annuity, major medical, and stop-loss lines of business and increasing focus on specialty health and group employee benefit lines of business.
- The supplemental health and group life markets are highly competitive, which may hinder the group's growth in this space somewhat.
- Legislative and regulatory pressures may adversely impact some of its specialty health lines of business, such as short-term medical, in the near-to-medium term.

### Enterprise Risk Management: Appropriate

- The group has maintained a formal enterprise risk management program since 2009.
- Does not have formal risk appetite statements or risk tolerance limits; however, the group's strategy has limited the amount of risks the group is willing to take within the current regulatory and market constraints.
- The group has successfully mitigated risks in past years, demonstrated by limiting exposure to highly regulated major medical and interest rate-sensitive products.

### Outlook

The stable outlooks reflect the group's strongest level of risk-adjusted capitalization, offset by a limited business profile.

### Rating Drivers

A negative rating action could occur if the group develops an unfavorable trend in premium or earnings.

A negative rating action could occur if the group experiences a substantial decline in risk-adjusted capitalization.



**Financial Statements:****Balance Sheet:****Balance Sheet:**

Admitted Assets	Year End - December 31	
	2017 (\$000)	2016 (\$000)
Bonds	90,923	99,748
Preferred Stocks	18,211	16,274
Common Stocks	1,147	1,072
Contract Loans	38	38
Cash & short-term Investments	7,775	8,042
Premiums & Consideration Due	6,310	7,356
Investment income due & accrued	885	946
Other Assets	6,198	21,467
<b>Total Assets</b>	<b>131,486</b>	<b>154,943</b>

Liabilities & Surplus	Year End - December 31	
	2017 (\$000)	2016 (\$000)
Net policy reserves (see components below)	43,467	44,075
Liabilities for deposit type contracts	3,555	5,086
Policy Claims	1,294	1,250
Interest maintenance reserve	967	839
Commissions, taxes and expenses	7,325	13,867
Remittances and items not allocated	4,675	...
Asset Valuation Reserve	464	182
Funds held in unauthorized companies	1,876	10,783
Funds held under coinsurance	...	5,200
Other Liabilities	2,263	3,041
<b>Total Liabilities</b>	<b>65,886</b>	<b>84,323</b>

YE 2017: Life \$626; annuities \$52; supplementary contracts with life contingencies \$10,656; accidental death benefits \$1; disability active lives \$5; disability disabled lives \$13; miscellaneous reserves \$3,984; accident & health \$28,132.

YE 2016: Life \$631; annuities \$50; supplementary contracts with life contingencies \$11,127; accidental death benefits \$1; disability active lives \$5; disability disabled lives \$13; miscellaneous reserves \$2,264; accident & health \$29,985.

**Balance Sheet: (Continued...)****Balance Sheet: (Continued...)**

Capital & Surplus	Year End - December 31	
	2017 (\$000)	2016 (\$000)
Common Stock	2,587	2,587
Paid-in & Contributed Surplus	24,775	24,775
Group Contingency Reserve	550	518
Unassigned Surplus	37,034	42,034
Other Surplus	654	706
<b>Total Policyholders' Surplus</b>	<b>65,600</b>	<b>70,620</b>
<b>Total Liabilities &amp; Surplus</b>	<b>131,486</b>	<b>154,943</b>

Source: Bestlink - Best's Statement File - L/H, US

**Company History:**

Date Incorporated: 06/28/1957

Date Commenced: 12/22/1958

Domicile: United States: New York

Originally incorporated as American Security Life Insurance Company of New York, the present title was adopted in 1958.

**Company Management:**

Last significant update on 06/18/2018

**Officers**

Chairman and CEO: David T. Kettig

Vice Chairperson: Rachel Lipari

President: Gary J. Balzofiore

CFO and Vice President: David B. Getz

Vice President and Secretary: Loan Nisser

Vice President, General Counsel and Chief Compliance Officer: Marla DiResta

Vice President: Jan Dubauskas

Vice President, Director and Chief Information Officer: Vincent Furfaro (Information Technology, Security)

**Directors**

Gary J. Balzofiore

Larry R. Graber

Teresa A. Herbert

David T. Kettig

Steven B. Lapin

Rachel Lipari

Roy T. K. Thung

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud, or any specific liability contractually borne by the policy or contract holder. A Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser.

A Best's Issue/Issuer Credit Rating is an opinion regarding the relative future credit risk of an entity, a credit commitment or a debt or debt-like security.

Credit risk is the risk that an entity may not meet its contractual, financial obligations as they come due. These credit ratings do not address any other risk, including but not limited to liquidity risk, market value risk or price volatility of rated securities. The rating is not a recommendation to buy, sell or hold any securities, insurance policies, contracts or any other financial obligations, nor does it address the suitability of any particular financial obligation for a specific purpose or purchaser.

In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. Any and all ratings, opinions and information contained herein are provided "as is," without any express or implied warranty.

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[Best's Credit Rating Methodology](#) | [Disclaimer](#) | [Best's Credit Rating Guide](#)

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# Disability Benefits Law (DBL)

September, 2019

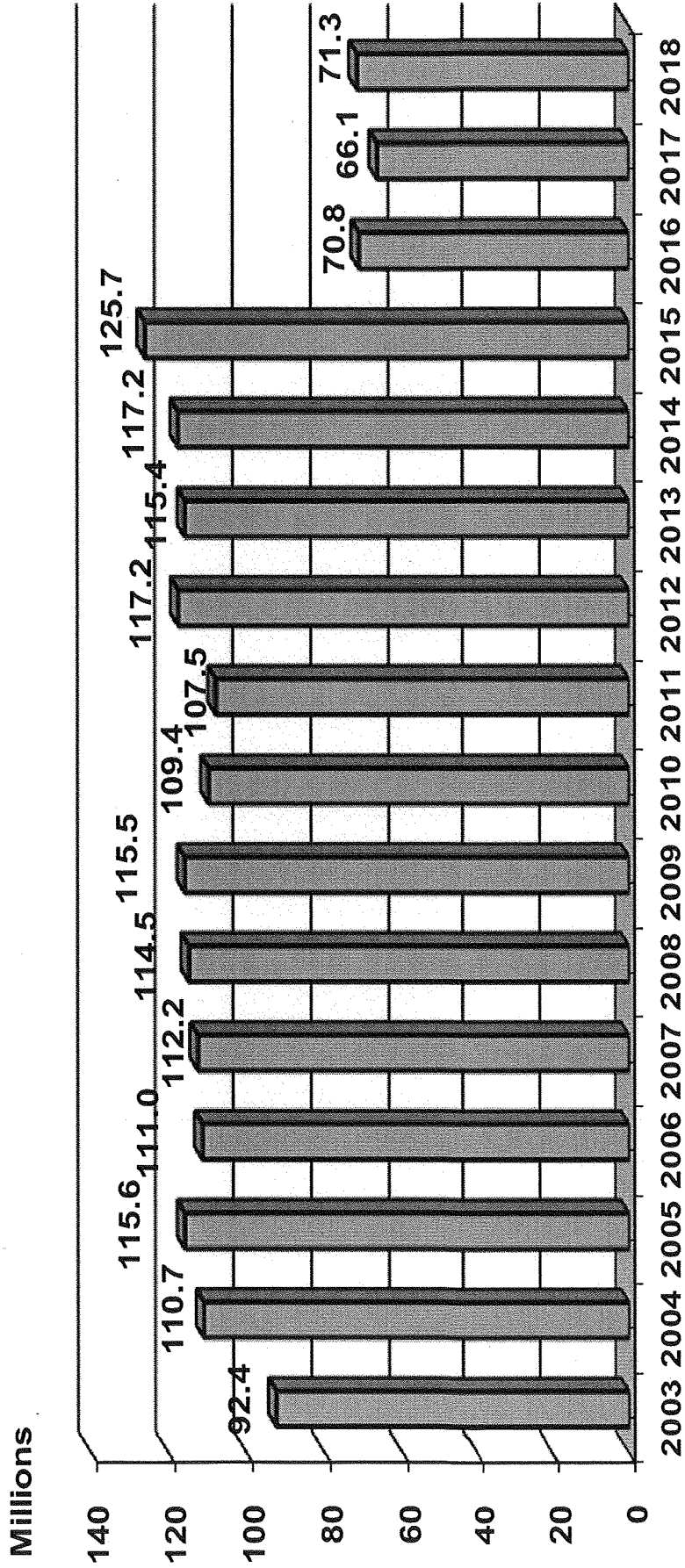
# Overview of Standard Security Life

- Founded in 1957
- Rated A- (Excellent) by A.M. Best Company
- Licensed in all 50 states
- Leader in DBL & PFL in NY State

## Overview of DBL

- Writing DBL policies since 1961
- Top 6 writer for at least 15 years
- Policyholders services and underwriting based in New York City
- Claims based in Farmington, NY
- Management team average experience over 20 years

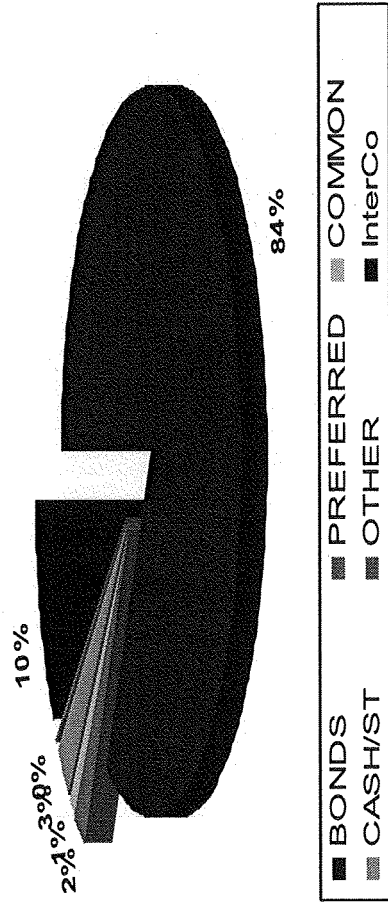
## Capital & Surplus - AVR Included (Stat)



# Investable Assets

December 31, 2018

Total = \$113,306,000

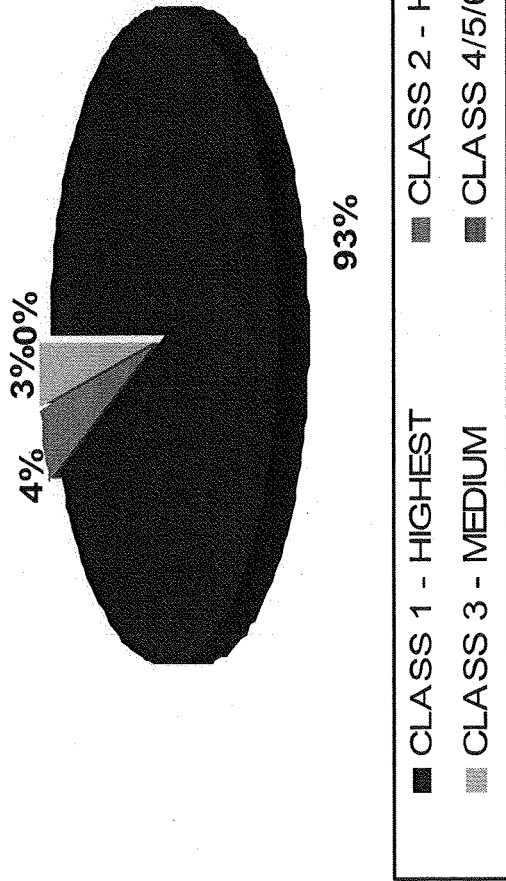




# Bonds Quality Distribution

December 31, 2018

Average Quality = AA



## DBL CLAIM PROCESS AT-A-GLANCE

### STAGE 1

#### CLAIM RECEIPT AND EVALUATION

- E-mail
  - Fax
  - Mail
- 
- Verify eligibility
  - Attempt to gather missing data
  - Healthcare provider contact if needed and
  - HIPAA received

### STAGE 2

#### EXAMINER REVIEW AND DECISION

- Evaluate claim according to NYS DBL Law
- If required data not obtained via fax, phone or email request(s) are sent via mail
- If payable, check is issued within four business days with full EOB and claim process

### STAGE 3

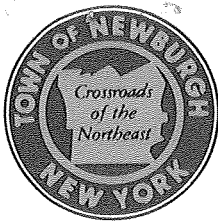
#### ONGOING MANAGEMENT

- Periodic evaluation of status and treatment
- Checks are issued bi-weekly if no medical or additional information is required
- Proof of treatment may be required throughout the disability period and must be provided for evaluation of continued benefits
- Claimant may be contacted for updates on condition and treatment

### STAGE 4

#### CLAIM COMPLETION-PAYMENTS CONTINUE UNTIL

- Claimant returns to work
- Claimant reaches the maximum allowed by Law
- Claimant reaches the maximum payable for the stated disability
- Claimant is no longer 100% disabled



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

7A

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Jim Presutti, Commissioner

DATE: February 26, 2021

RE: Color Multifunction Printer Purchase

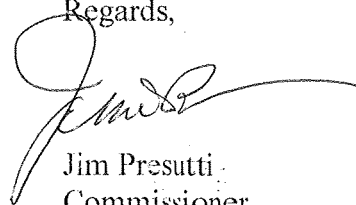
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We are requesting approval to acquire a Toshiba ES 4515AC for the Recreation Department. This acquisition was not included in our 2021 Budget but due to the current malfunctioning of the equipment and lack of available parts to make repairs it is a necessity. Please find below the NY State bid purchase price as well as lease options.

	Purchase (State Bid Price)	39 Mo. Lease (\$/Month)	48 Mo. Lease (\$/Month)	63 Mo. Lease (\$/Month)
Toshiba ES 4515AC	\$7,271	\$224	\$194	\$152
Total Purchase Cost	\$7,271	\$8,736	\$9,312	\$9,576

Given the above pricing, it is more cost effective to purchase this product outright. The purchase funds are currently available in the Recreation Department budget.

Regards,



Jim Presutti  
Commissioner



# Contractor Information Summary

Updated: February 5, 2021

**Group 73600 - INFORMATION TECHNOLOGY UMBRELLA CONTRACT MANUFACTURER BASED (Statewide)**

AWARD: 22802

CONTRACT PERIOD: November 30, 2015 to November 29, 2022

LOT PARTICIPATION	OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
LOT 3, 4	PM68239	TeamDynamix Solutions LLC 2200 West Fifth Avenue, Suite 220 Columbus, OH 43215	FED ID# 311804205	<a href="#">Contact Information</a>
			NYS Vendor ID# 1100161912	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: November 05, 2018 to November 29, 2022				
LOT 3	PM68116	Technolutions, Inc. 234 Church St. 15 <sup>th</sup> Floor New Haven, CT 06510-1800	FED ID# 201751009	<a href="#">Contact Information</a>
			NYS Vendor ID# 1100126366	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: July 17, 2018 to November 29, 2022				
LOT 3, 4	PM67354	Tequipment, Inc 7 Norden Lane Huntington Station, NY 11746	FED ID# 112266592	<a href="#">Contact Information</a>
			NYS Vendor ID# 1000005634	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: November 30, 2015 to November 29, 2022				
LOT 1, 2, 4	PM68201	Teradata Operations, Inc. D/B/A Teradata Government Systems, LLC 1997 Annapolis Exchange Parkway Suite 300 Annapolis, MD 21401	FED ID# 142002217	<a href="#">Contact Information</a>
			NYS Vendor ID# 1100183272	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: August 30, 2018 to November 29, 2022				
LOT 2	PM21180 EXTENSION PENDING	Tintri, Inc. d/b/a Tintri 303 Ravendale Drive Mountain View, CA 94043	FED ID# 262906978	<a href="#">Contact Information</a>
			NYS Vendor ID# 1100038849	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: November 30, 2015 to November 29, 2020				
LOT 1, 2	PM68135	Toshiba America Business Solutions, Inc. 25530 Commercentre Drive Lake Forest, CA 92630	FED ID# 330865305	<a href="#">Contact Information</a>
			NYS Vendor ID# 1000009105	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: September 10, 2018 to November 29, 2022				
LOT 2	PM20990	Trippe Manufacturing Company d/b/a Trippe Lite 1111 West 35th St Chicago, IL 60609	FED ID# 361881000	<a href="#">Contact Information</a>
			NYS Vendor ID# 1000049179	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: November 30, 2015 to November 29, 2022				
LOT 1, 2, 3, 4	PM21000	Unisys Corporation 801 Lakeview Drive Suite 100 Blue Bell, PA 19422	FED ID# 380387840	<a href="#">Contact Information</a>
			NYS Vendor ID# 1000004843	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: November 30, 2015 to November 29, 2022				
LOT 3	PM68143	Universal Management Technology Solutions, Inc. D/B/A Universal Management Solutions 1461 First Avenue, Suite 366 New York, NY 10075	FED ID# 364622130	<a href="#">Contact Information</a>
			NYS Vendor ID# 1000044796	<a href="#">Price List</a> <a href="#">Terms &amp; Conditions</a>
CONTRACT PERIOD: June 20, 2018 to November 29, 2022				



## TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

7B

**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 22, 2021

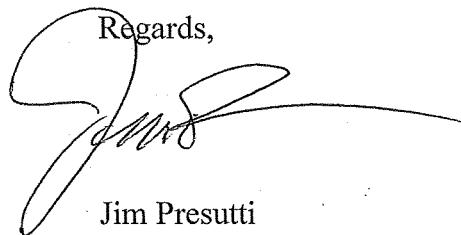
RE: Laborer Position

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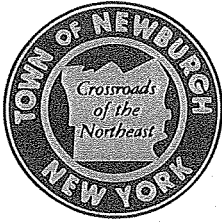
At this time we are requesting your approval to begin the process to hire a Part Time Laborer to work as a Park guard. The funds for this position are in the current 2021 Budget.

Thank you for your consideration.

Regards,



Jim Presutti



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

7C

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Jim Presutti, Commissioner

DATE: February 22, 2021

RE: Chadwick Lake Park Guard Variance Request

---

The Town policy requires a duty-free half hour lunch for those working six or more consecutive hours. At this time, I'm asking for a variance to this policy for the Chadwick Lake Park guards.

April begins the season for peak attendance at the Park as well as extended hours. To ensure the guard house is not unattended or the Park unsupervised we are requesting approval to waive the required duty-free lunch for the guards during the months of April, May, June, July and August.

Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner



## 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

FROM: Jim Presutti, Commissioner

DATE: March 4, 2021

RE: Chadwick Lake Park Concert Series

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At this time we are requesting approval to make payments from the T-38 account for the Chadwick Lake Park concert series expenses. Expenses will include the cost of the entertainment for each of the seven (7) events being held June thru September at a cost of \$3,500.

Thank you,

Jim Presutti  
Commissioner



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

**MEMORANDUM**

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

**FROM:** MARK C. TAYLOR, ATTORNEY FOR THE TOWN

**RE:** RESOLUTION TO WAIVE THE RENEWAL APPLICATION  
REQUIREMENT FOR THE 2021 ASSESSMENT ROLL FOR  
SENIOR CITIZENS AND THE DISABLED WITH LIMITED  
INCOMES PURSUANT TO EXECUTIVE ORDER NO.  
202.83  
OUR FILE NO. 800.1(B)( )(2021)

**DATE:** MARCH 3, 2021

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

**ATTORNEYS**

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

*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

In accordance with Supervisor Piaquadio's request, enclosed please find for the Town Board's consideration the above referenced draft Resolution regarding the waiver for this year of the requirement for seniors and the disabled to file renewal applications for the partial tax exemptions which the Town affords qualified property owners who meet the income limitations. The referenced emergency Executive Order issued by the Governor allows assessing units to adopt such resolutions for the 2021 assessment rolls. The deadline for filing the applications is generally March 1. The resolution, accordingly, will primarily be of retroactive benefit to those senior and disabled property owners who did not file their applications due to Covid-19 concerns or who otherwise missed the deadline. Assessor Lori Coady has reviewed the draft resolution.

MCT:sel  
Enc.  
cc: Joseph P. Pedi, Town Clerk  
Lori Coady, Assessor



At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 or by video conference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of March, 2021 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION TO WAIVE THE RENEWAL APPLICATION REQUIREMENT FOR THE 2021 ASSESSMENT ROLL FOR SENIOR CITIZENS AND THE DISABLED WITH LIMITED INCOME PURSUANT TO EXECUTIVE ORDER NO. 202.83

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

**WHEREAS**, the Town Board of the Town of Newburgh has heretofore enacted local laws granting partial tax exemptions on real property owned by senior citizens and the disabled who meet the statutory qualifications and income limitations pursuant to Real Property Tax Law Sections 467 and 459-c; and

**WHEREAS**, the Hon Andrew M. Cuomo, Governor of the State of New York, has issued emergency Executive Order 202.83 allowing the governing bodies of assessment units to adopt a resolution directing the assessor to grant exemptions on the 2021 assessment roll to all property owners who received the exemption of the 2020 assessment roll, dispensing with the need for renewal applications from such persons, provided that the assessor may be granted authority to require a renewal application when he or she has reason to believe that an owner who qualified for the exemption on the 2020 assessment roll may have since changed primary residence, added another owner to the deed, transferred ownership or died. .

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Newburgh Town Board, in its capacity as governing body of the Town of Newburgh, does hereby direct the Assessor of the Town of Newburgh to grant exemptions pursuant to Section 467 and 459-c on the 2021 assessment roll to all property owners who received that exemption on the 2020 assessment roll, provided however, that the assessor may forward and require a renewal application to be filed when she has reason to believe that an owner who qualified for the exemption on the 2020 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner, or died;

**BE IT FURTHER RESOLVED**, that the aforesaid resolution shall take effect immediately and shall apply retroactively to any person who failed to file a renewal application.

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

The resolution was thereupon declared duly adopted.

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

I, Joseph P. Pedi, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing resolution, duly adopted by the Town Board of the Town of Newburgh on the 13th day of October, 2020, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this \_\_\_\_\_ day of October, 2020.

\_\_\_\_\_  
Joseph P. Pedi, Town Clerk



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## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**Donald B. Campbell**  
Chief of Police

(845) 564-1100

February 23, 2021

To: Town Board

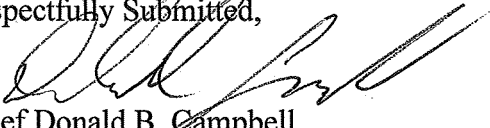
From: Chief Donald B. Campbell

Subject: Authorization for Purchase of Ammunition

I am requesting your authorization to purchase a supply of firearms ammunition for the Police Department, for training purposes as well as for department issue purposes. Each of the above items is priced per the New York State Contract (PC6634). The total cost for the ammunition is \$13,403.29. (Please see attached NYS Bid Price List).

I am requesting that the amount be disbursed from the account # 3030.499, which has a sufficient amount to cover the cost of this ammunition.

Respectfully Submitted,



Chief Donald B. Campbell

# TOWN OF NEWBURGH

Police Department  
300 Gardnertown Rd.  
Newburgh, New York 12550  
(845) 564-1100

2021

DO NOT WRITE IN THIS BOX

DEPARTMENT Police Department

CLAIMANT'S NAME Eagle Point Gun  
AND TJ Morris and Son  
ADDRESS West Deptford, NJ 08086  
(856)848-6945

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
<u>A3030.5499</u>	<u>\$13,403.29</u>	
Total	<u>\$13,403.29</u>	
Abstract #		

TERMS Net 30

Invoice # \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/27/2021	35	American Eagle - AE40R3 - .40 165gr FMJ	\$235.48	\$8,241.80
	16	American Eagle - AE223N - .223 62gr FMJ Boat Tail	\$168.20	\$2,691.20
	3	Federal - P40HST3 - .40 165gr HST HP	\$302.76	\$908.28
	5	Federal - LE223T3 - .223 62gr SP	\$211.93	\$1,059.65
	4	Federal- LEB127 LRS 1oz "True Ball" slug (reduced recoil)	\$125.59	\$502.36
			<b>TOTAL</b>	<b>\$13,403.29</b>

### CLAIMANT'S CERTIFICATION

I, \_\_\_\_\_ 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.

\_\_\_\_\_  
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 for paid from the appropriations indicated above

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Auditing Board

# New York Contract price list

Eagle Point Gun/ TJ Morris and Son  
(856-848-6945) majortjmorrisiii@comcast.net



## LAW ENFORCEMENT

<b>Pistol Ammunition</b>			<b>Agency</b>	
<b>Caliber</b>	<b>Product Code</b>	<b>Description</b>	<b>Price</b>	<b>Rds/cs</b>
<b>.380 cal</b>	AE380AP	95 gr. FMJ American Eagle	\$219.78	1000
	P380HST1	99 gr. HST Premium Hollow Point	\$381.25	1000
	P380HS1G	90 gr. HYDRA-SHOK Premium Hollow Point	\$404.47	1000
<b>9mm</b>	<del>AE9AP</del>	124 gr. FMJ American Eagle	<del>\$195.11</del>	1000
	AE9DP	115 gr. FMJ American Eagle	\$195.11	1000
	AE9FP	147 gr. FMJ-Flat Point American Eagle	\$200.72	1000
	AE9N1	124 gr. TMJ with TMF Primer (reduced lead) American Eagle	\$168.20	1000
	AE9N2	147 gr. TMJ with TMF Primer (reduced lead) American Eagle	\$218.66	1000
	AE9SJ1	115 gr. Total Synthetic Jacket	\$98.12	500
	AE9SJ2	124 gr. Total Synthetic Jacket	\$98.12	500
	AE9SJ3	147 gr. Total Synthetic Jacket	\$114.38	500
	BC9NT3	100 gr. RHT No Lead Frangible	\$392.46	1000
	9BP	115 gr. JHP Classic Hi-Shok	\$241.09	1000
	9MS	147 gr. JHP Sub-Sonic Classic Hi-Shok	\$241.09	1000
	P9HS1G1	124 gr. HYDRA-SHOK Premium Hollow Point	\$319.80	1000
	P9HS2G1	147 gr. Sub-Sonic HYDRA-SHOK Premium Hollow Point	\$319.80	1000
	P9HST1	124 gr. HST Premium Hollow Point	\$269.12	1000
	P9HST2	147 gr. HST Premium Hollow Point	\$269.12	1000
	P9HST3	124 gr. +P+ HST Premium Hollow Point	\$269.12	1000
	<b>38 Special</b>	AE38B	158 gr. Lead Round Nose American Eagle standard velocity	\$325.18
AE38K		130 gr. FMJ American Eagle standard velocity	\$325.18	1000
38G		158 gr. +P LSWC Hollow Point Classic Hi-Shok	\$280.33	1000
P38HS1G		129 gr. +P HYDRA-SHOK Premium Hollow Point	\$392.46	1000
<b>357 Magnum</b>	AE357A	158 gr. Jacketed SP American Eagle	\$392.46	1000
	C357G	180 gr Classic JHP	\$208.19	500
<b>357 SIG</b>	AE357S2	125 gr. FMJ American Eagle	\$267.38	1000
	P357SHST1	125 gr. JHP HST Premium Hollow Point	\$409.28	1000
<b>.40 cal</b>	AE40R1	180 gr. FMJ American Eagle	\$235.48	1000
	<del>AE40R3</del>	165 gr. FMJ American Eagle	<del>\$235.48</del>	1000
	AE40N1	180 gr. TMJ with TMF Primer (reduced lead) American Eagle	\$269.12	1000
	AE40SJ1	165 gr. Total Synthetic Jacket	\$120.54	500
	BC40CT1	125 gr. RHT No Lead Frangible	\$420.50	1000
	40SWA	180 gr. JHP Classic Hi-Shok	\$313.97	1000
	P40HS1G	180 gr. HYDRA-SHOK Premium Hollow Point	\$336.40	1000
	P40HS3G	165 gr. HYDRA-SHOK Premium Hollow Point	\$336.40	1000
	P40HST1	180 gr. HST Premium Hollow Point	\$302.76	1000
	<del>P40HST3</del>	165 gr. HST Premium Hollow Point	<del>\$302.76</del>	1000
<b>10mm</b>	AE10A	180 gr. FMJ American Eagle	\$392.46	1000
	P10HST1S	200 gr. HST Personal Defense JHP	\$140.17	200
<b>.45 ACP</b>	AE45A	230 gr. FMJ American Eagle	\$290.42	1000
	AE45SJ1	230 gr. Total Synthetic Jacket	\$140.17	500
	AE45N1	230 gr. TMJ with TMF Primer (reduced lead) American Eagle	\$353.22	1000
	BC45CT1	155 gr. RHT No-Lead frangible	\$549.45	1000
	P45HS1G	230 gr. HYDRA-SHOK Premium Hollow Point	\$384.64	1000
	P45HST1	230 gr. +P HST Premium Hollow Point	\$358.82	1000
	P45HST2	230 gr. HST Standard Velocity Premium Hollow Point	\$358.82	1000

# New York Contract price list

Eagle Point Gun/ TJ Morris and Son  
(856-848-6945) majortjmorrisiii@comcast.net



## LAW ENFORCEMENT

### Rifle ammo

Caliber	Product Code	Description	Agency	
			Price	Rds/cs
.223 cal	AE223	55 gr. FMJ-BT American Eagle	\$156.99	500
	AE223G	50 gr. JHP American Eagle	\$156.99	500
	<del>AE223N</del>	62 gr. FMJ-BT American Eagle	<del>\$168.20</del>	500
	AE223T75	75 gr. FMJ American Eagle	\$168.20	500
	BC223NT5A	55 gr. RHT No Lead Frangible	\$409.28	500
	T223A	55 gr. Soft Point Tactical Rifle Urban	\$268.00	500
	T223E	55 gr. JHP Tactical Rifle Urban	\$274.73	500
	T223L	64 gr. Soft Point Tactical Rifle Urban	\$269.12	500
	T223T	55 gr. Ballistic Tip Tactical Rifle Urban	\$269.12	500
	LE223T1	55 gr. Trophy Bonded Tactical Soft Point	\$211.93	200
	<del>LE223T3</del>	62 gr. Trophy Bonded Tactical Soft Point	<del>\$211.93</del>	200
	GM223M	69 gr. Sierra Match King BTHP	\$148.02	200
	GM223M3	77 gr. Sierra Match King BTHP	\$148.02	200
	GM223M500	69 gr. Sierra Match King BTHP	\$364.43	500
5.56 mm	XM193	55 gr. FMJ-BT Lake City	\$168.20	500
	T556TNB1	55 gr. Open Tip Match Penetrator	\$280.33	500
300 Blackout	AE300BLK1	150 gr. FMJ American Eagle	\$291.54	500
	AE300BLKSUP2	220 gr. Open Tip Match	\$358.82	500
.308 cal (7.62x51)	AE308D	150 gr. FMJ-BT American Eagle	\$302.76	500
	T308T	168 gr. Ballistic Tip Tactical Rifle Urban	\$364.43	500
	LE308T1	165 gr. Trophy Bonded Tactical Soft Point	\$298.35	200
	LE308TT2	168 gr. Bonded Soft Point	\$298.35	200
	GM308M	168 gr. Sierra Match King BTHP	\$154.74	200
	GM308M2	175 gr. Sierra Match King BTHP Match	\$163.71	200
	GM308M500	168 gr. Sierra Match King BTHP Match	\$385.74	500
	GM762M2	175 gr. Gold Medal Match	\$414.89	500
300 Win Mag	GM300WM	190 gr. Sierra Match King BTHP	\$283.70	200
6.5 Creedmore	AE65CRD2	120 gr. Open Tip American Eagle	\$156.99	200
	GM65CRDBH130	130 gr. Berger Hybrid Open Tip Match Tactical	\$224.27	200
	GM65CRD1	140 gr. Gold Medal SMK	\$196.23	200
<b>Shotgun ammo</b>				
Caliber	Product Code	Description	Price	Rds/cs
12 Gauge Buck	LE127 00	9 pellet copper-plated tactical 00 Buck (Full Power)	\$112.13	250
	LE132 00	9 pellet copper-plated tactical 00 Buck (Reduced Recoil)	\$112.13	250
	LE133 00	8 pellet copper-plated tactical 00 Buck (Reduced Recoil)	\$112.13	250
12 Gauge Slug	F127 00	9 pellet copper-plated Classic 00 Buck (Full Power)	\$100.92	250
	F127 RS	1 oz hollow point rifle slug (Full Power)	\$117.74	250
	LE127 RS	1 oz hollow point rifle slug (Reduced Recoil)	\$112.13	250
	LEB127 LRS	1 oz "True Ball" Slug (Reduced Recoil)	\$125.59	250
	LEB127 RS	1 oz "True Ball" Slug (Full Power)	\$125.59	250
	LEF127 RS	1 oz Rifle Slug	\$125.59	250
12 Gauge Frangible	BC127 RS	Frangible No-lead slug	\$291.54	250
	BC132 00	Frangible No-lead 00 buck	\$257.91	250
12 Ga. Bird shot	TGL12 7.5/8/9	2-3/4 DE 1 1/8 oz Top Gun	\$61.67	250

\*These are the most common LE items. Pricing for other ammunition is always available upon request.\*

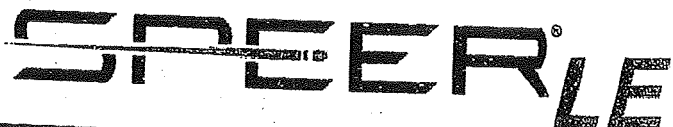
FMJ - Full Metal Jacket  
TMJ - Total Metal Jacket

BTHP - Boat-Tail Hollow Point  
TMF - Toxic-metal free

JHP - Jacketed Hollow Point  
RHT - Reduced Hazard Training

# New York Price List

Eagle Point Gun/TJ Morris and Son  
(856-848-6945) majortjmorrisiii@comcast.net



Caliber	Product Code	Description	Agency Price	Rds/cs
10mm	3597	200 gr. FMJ Blazer Aluminum	\$331.00	1000
	54000GD	200 gr. Gold Dot Hollow Point	\$96.00	200
.45 ACP	3570	230 gr. FMJ Blazer Aluminum	\$266.00	1000
	5230	230 gr. FMJ Blazer Brass	\$260.00	1000
	3480	230 gr. TMJ CF (reduced lead) Blazer Aluminum	\$254.00	1000
	53653	230 gr. TMJ Lawman Brass	\$266.00	1000
	53885	230 gr. TMJ CF (reduced lead) Lawman Brass	\$292.00	1000
	53395	155 gr. No-lead Frangible	\$554.00	1000
	54256	230 gr. Gold Dot 2 Hollow Point	\$430.00	1000
	53969	200 gr. +P Gold Dot Hollow Point	\$356.00	1000
.45 GAP	53978	230 gr. Gold Dot Hollow Point	\$356.00	1000
	53979	185 gr. TMJ Lawman Brass	\$293.00	1000
	53980	200 gr. TMJ Lawman Brass	\$293.00	1000
	53978	200 gr. Gold Dot Hollow Point +P	\$356.00	1000
<b>Rifle ammo</b>				
.223 cal	24446	55 gr. Gold Dot Soft Point	\$236.00	500
	24445SP	62 gr. Gold Dot Soft Point	\$236.00	500
	24475	75 gr. Gold Dot Soft Point	\$254.00	500
.308 cal	24457	150 gr. Gold Dot Soft Point	\$362.00	500
	24458	168 gr. Gold Dot Soft Point	\$362.00	500
22 Long Rifle	30	40 gr. Copper plated round nose MINI MAG	\$232.00	5000
	31	36 gr. Hollow point MINI MAG	\$241.00	5000
TMJ - Total Metal Jacket		LRN - Lead round nose		CF - Cleanfire
FMJ - Full Metal Jacket		JHP - Jacket Hollow Point		



Law Enforcement Targets	Price
#FBI-Q - Paper Targets (20"x32") - 200/case	\$ 54.00 Case
#FBI-Q CB - Cardboard Targets (19" X 31") - 100/Bundle	\$ 78.00 Bundle
#FBI-QR - Reduced paper Silhouette targets (18" X 28") - 200/case	\$ 50.40 Case
#B21 FS - Full Size Police Qualification Silhouette (35"x45") - 100/case	\$ 39.90 Case
#B27 FS - Official NRA Full Size Police Silhouette (35"x45") - 100/case	\$ 39.90 Case
#B27- NYSP - Full Size Police Qualification NY Silhouette (35"x45") - 100/case	\$ 34.80 Case
#IALEFI - Advanced Tactical Training paper Target (22 1/2"x35") - 200/case	\$ 48.00 Case
#IALEFI CB - Advanced Tactical Training cardboard Target (19"x31") - 100/bundle	\$ 88.20 Bundle

Price includes the freight, shipped directly to your location. Printed in the USA.  
Full list of available targets at [www.speedwelltargets.com](http://www.speedwelltargets.com)



# Remington

<b>Law Enforcement ammunition</b>			<b>Agency Price</b>	
L223R3B	500 rds/cs	223 Remington 55 gr FMJ	23685	\$167.55
L9MM2	500 rds/cs	9mm Luger, 124 gr FMJ	23718	\$78.42
L40SW3	500 rds/cs	40 S&W, 180 gr FMJ	23742	\$167.55
L45AP4	500 rds/cs	45 Auto, 230 gr FMJ	23726	\$123.24
12B00	250 rds/cs	12ga, 2-3/4 in 9 pel oz 00 buck	20620	\$161.10
RR12BK00	250 rds/cs	12 ga, 2-3/4 in 3 Dram Equiv 9 pel 00 buck	20643	\$154.44
SP12RS	250 rds/cs	12ga, 2-3/4 in 1 oz RS	20300	\$153.00
RR12RSB (Blue hull)	250 rds/cs	12 ga, 2-3/4 in 3 Dram Equiv 1 oz RS slug	20285	\$155.70
LF223R5B	500 rds/cs	223 Remington 55 gr Lead Free, Jacketed Frangible	23896	\$447.75
GS9MMBB	500 rds/cs	9mm Luger 124 gr BJHP Golden Sabre	29357	\$191.88
GS40SWBB	500 rds/cs	40 S&W 180 gr BJHP Golden Sabre	29430	\$191.88
GS45APBB	500 rds/cs	45 Automatic 230 gr BJHP Golden Sabre	29453	\$191.88
GSB9MMD	500 rds/cs	9mm Luger (+P) 124 gr BJHP, Bonded Golden Sabre	29351	\$261.54
GSB40SWB	500 rds/cs	40 S&W 180 gr BJHP, Bonded Golden Sabre	29436	\$260.82
GSB45APB	500 rds/cs	.45 Automatic 230 gr BJHP, Bonded Golden Sabre	29416	\$271.92

<b>Law Enforcement Weapons</b>				
870 Police shotgun, 12 ga 18" barrel, synthetic stock, Ghost Ring sights, extension tube			24447	\$544.73
870 Police shotgun, 12ga 18" barrel, wood stock, bead sights, extension tube			24903	\$466.04
870 Police PMAX shotgun, 12ga 18" barrel, syn pistol grip stock, Surefire forendlight, ext. tube			24971	\$853.39
700 Police rifle, .308cal LTR, 20" threaded barrel			86466	\$768.60
M24, rifle only, .308 cal			25732	\$2,629.10
MODEL 700 TWS (Tactical Weapon System) Includes: Model 700P (#25709/86672); Leupold MK4 LR/T 4.5x14x50 M1 TMR scope with mounts installed on rifle; Butler Creek lens caps; Harris 1A2 Bipod; Michaels Quick-Adjust Sling with QD swivels; and PelicanCase			86676	\$2,470.50
<p>Price includes freight, dropshipped directly to your department (with appropriate paperwork)                      The NY State contract covers the entire line of Remington products, including accessories.                      Full product list and formal price quotes available upon request</p>				



<b>Law Enforcement Pistols</b>			<b>Tax out LE price</b>	
2796066LE	9mm	PPQ M2 9mm 4" Black 15 round XS Tritium	3 mags	\$415.65
2825929LE	9mm	PPQ M2 Q4 TAC 9mm with Threaded Barrel	3 mags	\$534.65
2807076LE	.45 ACP	PPQ M2 .45 AUTO 4.25" WA 12 round XS Tritium	3 mags	\$437.75
2829789LE	9mm	PPQ M2 Sub-compact 9mm Black LE 3 Mags PS Sights	3 mags	\$330.65
2807696LE	9mm	PPS M2 9x19 LE Edition XS Tritium	3 mags	\$330.65
<p>Price includes freight, dropshipped directly to your department (with appropriate paperwork)                      The NY State contract covers the entire line of Walther products, including accessories.                      Full product list and formal price quotes available upon request</p>				

# New York State Contract Price List

Eagle Point Gun/TJ Morris and Son  
(856-848-6945) majortjmorrisiii@comcast.net



<b>Law Enforcement Weapons</b>		<b>Tax out LE price</b>
VP9-OR, 9mm, three 17rd magazines and tritium night sights 81000484 VP9 Optics ready edition		\$512.05
VP9 Pistols, 9mm- three 15rd magazines, two backstraps, two sets of lateral grip plates and night sights 700009LE-A5 VP9, 9mm with three 15rd mags and night sights		\$474.05
VP9SK, Subcompact, 9mm, with three 10rd magazines and night sights 700009KLE-A5 Sub-Compact		\$474.05
P30LS, Long Slide (V3) DA/SA, ambidextrous safety/rear decocking button 730903LSLE-A5 P30 Long Slide, with three 15rd mags		\$474.05
USP40 Pistol, .40 cal - three 13rd magazines and night sights 704001LE-A5 USP40 (V1) DA/SA with safety/decocking lever on left		\$474.05
HK45 Pistol, .45ACP- three 10rd magazines, one additional backstrap and night sights 745001LE-A5 HK45 DA/SA with safety/decocking lever on left		\$474.05
HK416 Carbine 5.56 x 45mm - Supplied with one 30-round magazine (sights are not included) 203551MRS-A5 HK416 5.56x45mm Full Auto Machine Gun, 14.5 inch barrel, Mod Rail		\$1,747.05
G36 5.56 x 45mm - short Picatinny rail, adjustable iron sights, sling and one 30-round magazine 702835-A5 G36(NT) 5.56x45mm Select-Fire Machine Gun, w/ Navy trigger group		\$1,576.05
MP5K Caliber 9x19mm - one 30-round magazine and K-sling 081201-A5 MP5KN SMG/Short Version with Navy trigger group, threaded barrel		\$2,070.05
MR556, 5.56mm Semi-Auto Rifle 16.5" barrel, one 30rd magazine MR556-A1		\$2,231.55
MR762, 7.62mm Semi-Auto Rifle 16.5" barrel - supplied one 20rd magazine MR762-A1		\$2,231.55
HK169 Grenade Launcher, DAO, folding stock, 350 meter mech folding sight 243496-A1		\$1,804.05

Price includes freight, dropshipped directly to your department (with appropriate paperwork)  
The NY State contract covers the entire line of HK products, including accessories.  
Full product list and formal price quotes available upon request



<b>Law Enforcement Shotguns (non-contract brand)</b>		<b>Tax out LE price</b>
11041	M2 Tactical Pistol Grip Stock, Ghost ring sights 18.5" Barrel (7+1)	\$1,040.54
11048	M2 Entry, Pistol Grip Stock, Ghost Ring Sights, Breaching Standoff 14" Barrel	\$1,135.13
11721	M4 3 position telescoping stock, Ghost Ring sights, 18.5" Barrel (7+1)	\$1,442.57
11726	M4 Entry, Telescoping Stock, Ghost Ring Sights, Breaching Standoff 14" Barrel	\$1,513.51
11710	M4, Tactical Stock, Ghost Ring Sights, 18.5" barrel (7+1)	\$1,371.62
11796	M4 Telescoping Stock, Ghost Ring Night Sights, Titanium Cerakote, 18.5" (7+1)	\$1,655.40
20056	Nova Tactical pump, Synthetic stock, Ghost Ring sights, 18.5 Barrel (7+1)	\$335.81
20153	SuperNova Tactical pump, Comfortech stock, Ghost Ring sights, 18.5" Barrel (7+1)	\$406.76

Price includes freight, dropshipped directly to your department (with appropriate paperwork)  
Full product list and formal price quotes available upon request



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

**MEMORANDUM**

P: 845.562.9100  
F: 845.562.9126

655 Little Britain Road  
New Windsor, NY 12553

P.O. Box 2280  
Newburgh, NY 12550

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

**FROM:** MARK C. TAYLOR, ATTORNEY FOR THE TOWN

**RE:** CHADWICK LAKE RESERVOIR AND WATER  
FILTRATION PLANT IMPROVEMENTS PROJECT;  
OUR FILE NO. 800.1(B)(3)(2019), 801.152, 800.1(B)  
( ) (2021)

**DATE:** March 3, 2021

**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

The Town has entered into an agreement with New York City to fund the construction of certain permanent improvements to Chadwick Lake Reservoir and Water Filtration Plant to help ensure the ability of the facilities to deliver 2.0 mpg per day of filtered water to the Consolidated Water District system during the period the Delaware Aqueduct is shut down by the City for its bypass tunnel project. Based on the Town of New Windsor's experience with a similar agreement, engineering staff has now recommended that the Town Board authorize the financing of the improvements so that it can be part of the Town's 2021 Bond Anticipation Note issuance and the Town can avoid a situation where District funds are tied up for a substantial period or a short term deficit is incurred.

Bond Counsel has at our request prepared and forwarded a Bond Authorization Resolution for the project, the Board not having adopted one previously given the anticipated reimbursement. While the Board did adopt a public interest order following the Town Law 202-b public hearing for the project in 2019, in light of the financing, we have also prepared an Public Interest Order for re-adoption, given the need for the Order to be recorded in the County Clerk's office within 10 days of adoption when a project is financed.

Accordingly enclosed for the Town Board's consideration are the following draft Order and Resolution:



**CHADWICK LAKE RESERVOIR AND WATER TREATMENT  
PLANT IMPROVEMENT PROJECT  
PAGE 2**

1. PUBLIC INTEREST ORDER IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED WATER DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK; AND
2. BOND RESOLUTION AUTHROIZING THE ISSUANCE OF \$1,823,900 BONDS OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK TO PAY THE COSTS OF THE INCREASE AND IMPROVEMENT OF FACILITIES OF THE CONSOLIDATED WATER DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

Additionally enclosed with this memo is a copy of the minutes of the 2019 public hearing.

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

cc: Town Clerk Joseph P. Pedi (via e-mail)  
James Osborne, Town Engineer (via e-mail)  
Ronald Clum, Town Accountant (via e-mail)  
Jeff Guido, Water Department Head (via e-mail)  
Patrick Hines, McGoey, Hauser & Edsall (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 or by video conference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of March, 2021 at 7:00 P.M., Prevailing Time.

10A

PRESENT:

Gilbert J. Piaquadio  
Supervisor

Elizabeth J. Greene  
Councilwoman

Paul I. Ruggiero  
Councilman

Scott M. Manley  
Councilman

Anthony R. LoBiondo  
Councilman

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

<p>In the Matter of The Increase and Improvement of the Facilities of the Consolidated Water District: in the Town of Newburgh, Orange County, New York</p>	<p>PUBLIC INTEREST ORDER</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------

WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of the Consolidated Water District, in the Town of Newburgh, Orange County, New York (the "Consolidated Water District:"), being the planning, design, engineering, reconstruction and construction of improvements to the Chadwick Lake Reservoir and Water Treatment Plant consisting of installing a water quality monitor in Chadwick Lake, installing a powder activated carbon (PAC) feed system, installing the necessary piping, mechanical equipment, tankage and electrical\process control modifications to connect to a trailer-mounted membrane filtration unit, adding a third

solids handling tank and installing floating decanters in the solids handling tanks to ensure a minimum supply of 2.0 million gallons per day of water during the planned shutdown of the New York City Delaware Aqueduct in 2022 in and for said Town, including the original furnishings, equipment, machinery and apparatus, appurtenances, as well as incidental costs and expenses in connection therewith, at a maximum estimated cost of \$1,823,900; and

WHEREAS, said capital project has been determined to be a Type I Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") and Chapter 100 of the Town of Newburgh Municipal Code, the implementation of which as proposed, will not result in any significant environmental effects; and

WHEREAS, at a meeting of said Town Board duly called and held on the 23rd day of September, 2019, an order was duly adopted by it and entered in the minutes reciting the filing of such map, plan and report including an estimated of cost, the improvement proposed and the maximum aggregate amount proposed to be expended for the improvement, to-wit: the sum of \$1,823,900.00 for the Consolidated Water District, and specifying that said Board would meet to consider the map, plan and report, including an estimate of cost and the increase and improvement of the facilities of the Consolidated Water District and to hear all persons interested in the subject thereof concerning the same at 1496 Route 300 in Newburgh, New York, in said Town on the 15th day of October, 2019 at 7:30 o'clock, p.m., Prevailing Time; and

WHEREAS, the Notice of Public Hearing duly authorized by said order and duly certified by the Town Clerk was duly published and posted as required by law, to-wit: a duly certified copy thereof was published in The Mid-Hudson Times, which is hereby designated as an official newspaper of this Town for such purpose on October 2 , 2019 and in Orange County Post, which is also hereby designated as an official newspaper of this Town for such purpose on October 4, 2019, and a copy of such Notice of Public Hearing was posted on September 25, 2019, on the signboard maintained by the Town Clerk of the Town of Newburgh pursuant to Section 30, subdivision 6 of the Town Law; and

WHEREAS, a public hearing was duly held at the time and place set forth in said notice, at which all persons desiring to be heard were duly heard.

NOW, THEREFORE, IT IS HEREBY

ORDERED, by the Town Board in the Town of Newburgh, Orange County, New York, as follows:

Section 1. A copy of the Notice of Public Hearing set forth in the Order calling a public hearing as recited in the preambles hereof duly certified by the Town Clerk was duly published and posted as required by law.

Section 2. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined that it is in the public interest to make the increase and improvement of the facilities of the Consolidated Water District, in the Town of Newburgh, Orange County, New York, consisting of the planning, design, engineering, reconstruction and construction of improvements to the Chadwick Lake Reservoir and Water Treatment Plant consisting of installing a water quality monitor in Chadwick Lake, installing a powder activated carbon (PAC) feed system, installing the necessary piping, mechanical equipment, tankage and electrical\process control modifications to connect to a trailer-mounted membrane filtration unit, adding a third solids handling tank and installing floating decanters in the solids handling tanks to ensure a minimum supply of 2.0 million gallons per day of water during the planned shutdown of the New York City Delaware Aqueduct in 2022 in and for said Town, including the original furnishings, equipment, machinery and apparatus, appurtenances, as well as incidental costs and expenses in connection therewith, at a maximum estimated cost of \$1,823,900.

Section 3. The Town Engineer is hereby directed to prepare or to cause a licensed professional engineer retained for said purposes to prepare definite plans and specifications and to make a careful estimate of the expense of the aforesaid improvements, and to prepare a proposed contract for the execution of the work.

Section 4. The Town Clerk shall cause a copy of this Order to be filed with the County Clerk of the County of Orange.

Section 5. This Order shall take effect immediately.

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

<u>Elizabeth 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 order was thereupon declared duly adopted.



CERTIFICATION FORM

STATE OF NEW YORK            )  
                                          ) ss.:  
COUNTY OF ORANGE         )

I, the undersigned Clerk of in the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the \_\_\_th day of March, 2021.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

**Mic-Hudson Times** on \_\_\_\_\_ and the

**Orange County Post** on \_\_\_\_\_

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

**Town Hall Lobby Posting** on \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Joseph P. Padi, Town Clerk

(CORPORATE SEAL)

10B

42297-2-500

**BOND RESOLUTION**

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York, in said Town, on the 8th day of March, 2021, at \_\_\_\_\_ o'clock P.M., Prevailing Time. The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilman \_\_\_\_\_ who moved its adoption, seconded by Councilman \_\_\_\_\_ to-wit:

BOND RESOLUTION DATED MARCH 8, 2021.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,823,900 BONDS OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED WATER DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK.

WHEREAS, the capital project hereinafter described has been determined to be an Type I Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, the implementation of which as proposed, it has been determined will not result in any significant environmental effects; and

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated March 8, 2021, said Town Board has determined it to be in the public interest to increase and improve the facilities of the Consolidated Water District, in the Town of Newburgh, Orange County, New York (the "Consolidated Water District"), being the planning, design, engineering, reconstruction and construction of improvements to the Chadwick Lake Reservoir and Water Treatment Plant consisting of installing a water quality monitor in Chadwick Lake, installing a powder activated carbon (PAC) feed system, installing the necessary piping, mechanical equipment, tankage and electrical/process control modifications to connect to a trailer-mounted membrane filtration unit, adding a third solids handling tank and installing floating decanters in the solids handling tanks to ensure a minimum supply of 2.0 million gallons per day of water during the planned shutdown of the New York City Delaware Aqueduct in 2022, in and for said Town, including the original furnishings, equipment, machinery and apparatus, appurtenances, as

well as incidental costs and expenses in connection therewith, at a maximum estimated cost of \$1,823,900; NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. The increase and improvement of the facilities of the Consolidated Water District, in the Town of Newburgh, Orange County, New York, being the planning, design, engineering, reconstruction and construction of improvements to the Chadwick Lake Reservoir and Water Treatment Plant consisting of installing a water quality monitor in Chadwick Lake, installing a powder activated carbon (PAC) feed system, installing the necessary piping, mechanical equipment, tankage and electrical/process control modifications to connect to a trailer-mounted membrane filtration unit, adding a third solids handling tank and installing floating decanters in the solids handling tanks to ensure a minimum supply of 2.0 million gallons per day of water during the planned shutdown of the New York City Delaware Aqueduct in 2022, in and for said Town, including the original furnishings, equipment, machinery and apparatus, appurtenances, as well as incidental costs and expenses in connection therewith, at a maximum estimated cost of \$1,823,900 is hereby authorized.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$1,823,900 and that the plan for the financing of said specific object or purpose is by the issuance of the \$1,823,900 serial bonds of said Town authorized to be issued pursuant to this bond resolution; **PROVIDED, HOWEVER**, that to the extent that any grants-in-aid are received for such specific object or purpose or the Town Board shall appropriate other monies of the Town therefor, the amount of bonds to be issued pursuant to this resolution shall be reduced dollar for dollar.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Newburgh, Orange County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Consolidated Water District as applicable in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of

these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at the Supervisor's sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Health and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated

to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____
_____	VOTING _____

The resolution was thereupon declared duly adopted.

\* \* \* \* \*



**CERTIFICATION**

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF ORANGE    )

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 8th day of March, 2021.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication)

**POSTING** (here insert place(s) and date(s) of posting)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer  
this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Town Clerk

(CORPORATE SEAL)

## LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on March 8, 2021, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Newburgh, Orange County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Newburgh, New York,  
March 8, 2021.

/s/ Joseph P. Pedi  
Town Clerk

### BOND RESOLUTION DATED MARCH 8, 2021.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,823,900 BONDS OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED WATER DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK.

<b>Specific object or purpose:</b>	Increase and improvement of the facilities of the Consolidated Water District, consisting of the construction of improvements to and reconstruction of the Chadwick Lake Reservoir and Water Treatment Plant, including incidental costs and expenses
<b>Period of probable usefulness:</b>	Forty years
<b>Maximum estimated cost:</b>	\$1,823,900
<b>Amount of obligations to be issued:</b>	\$1,823,900 bonds, to be reduced by any grants-in-aid received.
<b>SEQRA Status:</b>	Type I Action. Negative Declaration. SEQRA compliance materials are on file in the office of the Town Clerk where they may be inspected during regular office hours, upon appointment.

**8. PUBLIC HEARING (7:30 p.m.): Chadwick Lake Filter Plant Improvements**

Supervisor Piaquadio asked Town Clerk Joseph Pedi if all of the proper postings and publications were completed. Town Clerk Pedi said notice of this meeting had been posted in the lobby since September 25, 2019 and on the Town website since September 25, 2019. It was advertised in the *Mid Hudson Times* on October 2, 2019 and in the *Orange County Post* on October 4, 2019. This complies with all of the requirements for a Public Hearing under New York State Law.

MOTION was made at 7:31 p.m. by Councilwoman Greene to open the Public Hearing. Motion was seconded by Councilman Ruggiero.

VOTE: Councilwoman Greene – yes; Councilman Ruggiero – yes; Councilman Presutti – yes; Councilman Manley – yes; Supervisor Piaquadio – yes.  
Motion approved, 5 yes; 0 no; 0 abstain; 1 absent.

Town Engineer James Osborne presented a summary of the project. The current primary water source for the Town is the Delaware Aqueduct. The Delaware Aqueduct will soon be shutting down for a period of eight months for repairs. During the Aqueduct shutdown, Chadwick Lake will become one of two water sources for the Town. In order to accommodate this, the Chadwick Lake Water Filtration Plant needs to be improved. Most of the funding for these improvements will be provided by the New York City Department of Environmental Conservation. Any other funding provided by the Town will be offset by the absence of the Town having to buy water provided by the Aqueduct.

*Public Comments*

**William Fetter** of Rockwood Drive asked what the increase in water production will be after these improvements have been made to the Chadwick Lake Filter Plant. Town Engineer Osborne said after the improvements, the production from the Chadwick Lake Filter Plant will be doubled its current production.

**Judith Lobig** of Union Avenue suggested that the Town Board maintain a vigilant watch on an ongoing forest thinning project. Ms. Lobig is concerned that this project may adversely affect the water quality of Chadwick Lake.

**Sandra Kissam** of Union Avenue asked Town Engineer to itemize the costs the Town will assume in improving the Chadwick Lake Filter Plant. The total cost will be \$556,000.00 and is itemized as follows:

- \$18,000.00 for the application of algaecide
- \$132,000.00 increase in operational costs due to the use of powdered activated charcoal
- \$396,000.00 for the rental of the filtering membrane plus the additional mechanical and chemical costs associated with using the membrane
- \$10,000.00 general increase in operational cost

The \$556,000.00 cost will be offset by the Town not having to pay for water from the Aqueduct which will be shut down for eight months. The Town annually pays approximately \$1,200,000.00 to New York City for water from the Aqueduct.

MOTION made by Councilman Ruggiero to close the public hearing at 7:55 p.m.  
Motion seconded by Councilwoman Greene.  
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – yes; Councilman Presutti – yes; Councilman Manley – yes; Supervisor Piaquadio – yes.  
Motion approved, 5 yes; 0 no; 0 abstain; 0 absent.

Attorney for the Town Mark Taylor presented a resolution of SEQR determination by the Town Board as the lead agency for the proposed Chadwick Lake Water Treatment Plant Improvement Project, a Type 1 Action subject to coordinated review. The Town Board has caused a full Environmental Assessment Form (EAF) to be prepared for the proposed action and has determined that the action does not involve a federal agency and is not located in an agricultural district. The Town Board, as Lead Agency, determines that the action will not have a significant effect on the environment and accordingly, does issue a Negative Declaration and has determined that an Environmental Impact Statement will not be prepared.

MOTION made by Councilman Presutti to accept the resolution of SEQR determination by the Town Board as the lead agency for the proposed Chadwick Lake Water Treatment Plant Improvement Project, a Type 1 Action subject to coordinated review and that the action will not have a significant effect on the environment. Therefore, the Town Board will issue a Negative Declaration and has determined that an Environmental Impact Statement will not be prepared.  
Motion seconded by Councilman Ruggiero.  
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – yes; Councilman Presutti – yes; Councilman Manley – yes; Supervisor Piaquadio – yes.  
Motion approved, 5 yes; 0 no; 0 abstain; 0 absent.

Sandra Kissam of Union Avenue voiced her objection on the procedure involving the closing of the public hearing before she had the opportunity to share her concerns about the SEQR.

Attorney for the Town Mark Taylor presented a public interest order in the matter of the increase and improvement of the facilities of the Consolidated Water District.

MOTION made by Councilwoman Greene to approve the public interest order in the matter of the increase and improvement of the facilities of the Consolidated Water District. Motion seconded by Councilman Presutti.  
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – yes; Councilman Presutti – yes; Councilman Manley – yes; Supervisor Piaquadio – yes.  
Motion approved, 5 yes; 0 no; 0 abstain; 0 absent.

Attorney for the Town Mark Taylor presented a resolution approving and authorizing the Town Supervisor to execute an inter-governmental agreement by and between the Town and the City of New York for the construction of certain improvements to the Chadwick Lake Reservoir and Water Treatment Filtration Plant.

MOTION made by Councilman Ruggiero to accept the resolution approving and authorizing the Town Supervisor to execute an inter-governmental agreement by and between the Town and the City of New York for the construction of certain improvements to the Chadwick Lake Reservoir and Water Treatment Filtration Plant. Motion seconded by Councilman Manley.  
VOTE: Councilwoman Greene – yes; Councilman Ruggiero – yes; Councilman Presutti – yes; Councilman Manley – yes; Supervisor Piaquadio – yes.  
Motion approved, 5 yes; 0 no; 0 abstain; 0 absent.

TOWN OF NEWBURGH  
TOWN ENGINEER


11Ai

and

11Aii

MEMORANDUM

TO: Gilbert Piaquadio, Supervisor  
Town Board Members

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

DATE: 3 March 2021

RE: Chadwick Lake Filter Plant  
Resiliency Improvement Project-Construction Phase Services

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Attached to this memo are proposals ,fee schedules and scope of work prepared by HDR Engineers. Two proposals are attached for Construction Phase Services. The first is for physical construction of components at the Chadwick Lake Plant and the second is for a shop drawing/ engineering review of the trailer mounted water filter. The first proposal cost estimate where cost is identified as \$149,096.00 plus a DEP/DOH coordination estimate of \$9,664.00. The second filter proposal is estimated at \$16,472.00. The award of the Construction Phase Services requires Town Board action.

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

PJH/kbw

Cc: Jim Osborne, Town Engineer  
Mark Taylor, Attorney for the Town

ATTACHMENTS

Project Fee Schedule  
Project Scope



March 1, 2021

Mr. James W. Osborne, PE  
Mr. Patrick Hines, PE  
Town Engineer  
Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550

**Re: Chadwick Lake Filter Plant Resiliency Improvements  
Proposal for Design Services During Construction**

Dear Mr. Osborne/Mr. Hines:

Henningson, Durham and Richardson Architecture and Engineering, P.C. (HDR) is pleased to submit this Proposal for the Chadwick Lake Filter Plant Resiliency Improvements membrane trailer manufacturer selection and submittals review.

HDR will provide the project with continued engineering and provide continuity with key technical staff to support during the Chadwick Lake Filter Plant Resiliency Improvements Project, as outlined below.

1. **Trailer Manufacturer Qualification Review.** HDR will review manufacturer's qualifications and recommend Town the most qualified bidder for this technology.
2. **Proposal Review.** HDR will review each proposal, associated scope, and cost with Town for pros/Cons and final recommendation. HDR assumed two proposals.
3. **Drawings/Technical Information & Correspondences With Manufacturer.** HDR will review the approved manufacturer's technical data and drawings and communicate with the manufacturer in coordination with general contractor's contract documents.

4. **Resubmittal.** One resubmittal is assumed prior to issuing final technical data and membrane trailer's drawings.

HDR's fee to deliver this scope is summarized in Table 1 below.

**Table 1 - Estimated Engineering Fees – Membrane Trailer**

*IIAi*

Membrane Trailer					
Description of Work	Project Manager	Sr. Electrical Engineer	Instrumentation	Total Hrs	Total Fee
1. Qualification Review	4			4	\$848
2. Proposal Review	4	2	2	8	\$1,448
3. Drawings/Technical Information & Correspondences With Manufacturer	32	12	20	64	\$11,584
4. One Resubmittal	6	4	4	14	\$2,552
<b>Subtotal</b>				<b>90</b>	<b>\$16,472</b>

We appreciate the opportunity to submit our proposal for Design Services During the Construction and continuing to support the Town as you prepare for the Delaware Aqueduct shutdown. Should you require additional information or have any questions, please feel free to contact me at (914) 993-2037 or Jim Jensen at (914) 993-2040.

Sincerely,

Henningson, Durham and Richardson Architecture and Engineering, P.C.

*Amir Mashhad*

Amir Mashhad, PE  
Project Manager

*James P. Jensen*

Jim Jensen  
Area Drinking Water Client Development Lead



February 3, 2021

Mr. James W. Osborne, PE  
Mr. Patrick Hines, PE  
Town Engineer  
Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550

**Re: Chadwick Lake Filter Plant Resiliency Improvements  
Proposal for Design Services During Construction**

Dear Mr. Osborne:

Henningson, Durham and Richardson Architecture and Engineering, P.C. (HDR) is pleased to submit this Proposal for the next project phase – Design Services During Construction (DSDC) – for the Chadwick Lake Filter Plant Resiliency Improvements, the 2.7 MGD Improvements Construction at Chadwick Lake Filter Plant, and for support services during the startup and operation of the membrane trailer during the Delaware Aqueduct shutdown period.

HDR will provide the project with continued engineering and provide continuity with key technical staff and design leads available to continue through DSDC support, special inspections, and provide construction administration support during the Chadwick Lake Filter Plant Resiliency Improvements Construction Project, as outlined below.

It is our understanding that the on-site resident engineer will be provided by the Town and is not included in HDR's scope of services.

Based on initial feedback and review with the Town Engineer, our refined approach appears below:

**Engineering Services During Construction**

1. **Project Management and Administration.** This proposal assumes 10 months of active construction and one additional month for project close-out support.
2. **Site Visits and Monthly Meetings.** Ten site visits assumed, one per month, for a 10-month duration that includes substantial and final completion periods.
3. **Review of Shop Drawings.** The submittal log was developed directly from the design specifications and is provided as an attachment. This includes:
  - a. Seventy-five (75) first submittal reviews. Review of second resubmittals are also included in this task.
  - b. Twelve (12) additional submittals are assumed for O & M Manuals.



4. **Field Testing and Initial Setup.** Twelve site visits are assumed for field testing such as leakage testing, initial equipment set up inspection, and for concrete and rebar work observation. Materials testing such as concrete is not included in this scope and is to be performed by an outside agency retained by the Town. Site resident engineering is not included with this scope.
5. **Requests for Clarifications and Interpretation (RFI).** Ten (10) RFIs are assumed for this task.
6. **Preparation of Related Change Orders.** One (1) change order is assumed for this task.
7. **Contractor Monthly Payments Review.** Ten payment reviews are assumed for this task.
8. **Start-up Services.** Six site visits are assumed for this task by the Project Manager, and instrumentation and electrical engineer.
9. **As-Built Review.** HDR will prepare CAD files from redline markups to be provided by Contractor.
10. **Expenses.** HDR will expense travel costs for site visits from office to site.

HDR's fees to deliver the scope of the DSDC work described herein are not to exceed a total amount of \$149,096, and are summarized in Table 1 below .

*11 Aii*

**Table 1 - Estimated Engineering Fees – Design Services During Construction**

Design Services During Construction		
Item	Description	HDR Engineering Fee
1	Project Management and Administration	\$11,508
2	Site Visits and Monthly Meetings	\$16,150
3	Review of Shop Drawings	\$62,132
4	Field Testing and Initial Setup	\$9,976
5	Requests for Clarifications and Interpretation	\$7,416
6	Preparation of Related Change Orders	\$8,436
7	Contractor Monthly Payments Review	\$7,570
8	Start-up Services	\$10,368
9	As-Built Review	\$11,040
10	Expenses	\$4,500
<b>NTE Total</b>		<b>\$149,096</b>

**Additional Supports**

1. **DEP/DOH Coordination.** This task, as summarized in Table 2 below, is included for correspondences and participation in conference calls to support the Town.

*11 Aii*

**Table 2 - Estimated Engineering Fees – Additional Supports**

Design Services During Construction		
Item	Description	HDR Engineering Fee
1	DEP/DOH Coordination	\$9,664
<b>NTE Total</b>		<b>\$9,664</b>

We appreciate the opportunity to submit our proposal for Design Services During the Construction and continuing to support the Town as you prepare for the Delaware Aqueduct shutdown. Should you require additional information or have any questions, please feel free to contact me at (914) 993-2037 or Jim Jensen at (914) 993-2040.

Sincerely,

Henningson, Durham and Richardson Architecture and Engineering, P.C.

*Amir Mashhad*

Amir Mashhad, PE  
*Project Manager*

*Jim Jensen*

Jim Jensen  
*Area Drinking Water Client Development Lead*

TOWN OF NEWBURGH  
TOWN ENGINEER

11B

MEMORANDUM

TO: Gilbert Piaquadio, Supervisor

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

DATE: 3 March 2021

RE: Gardnertown Road Culvert Over Gidneytown Creek  
CHA Engineering –Supplemental Agreement #3

---

This office has received a Supplemental Consultant Agreement for the subject project. The Supplemental Agreement is the second modification to the contract. The original contract for the project was dated 1 August 2015. Supplemental Agreement #2 added construction inspection and construction support services to the original agreement. The attached agreement, Supplemental Agreement #3 is required to update the hourly rates to the NYSDOT approved rates for 2021. Supplemental Agreement #2 included the approved rates for 2019 as construction was originally anticipated to commence in 2019. Construction is now scheduled to begin June of 2021. The attached Supplemental Agreement adjusts for increases in approved hourly rates on this NYSDOT sponsored project. Supplemental Agreement #3 also identifies the contract time frame as 1 September 2020 thru 31 December 2021.

The execution of this agreement requires Town Board action.

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

PJH/kbw

Cc: Jim Osborne, Town Engineer  
Mark Taylor, Attorney for the Town

ATTACHMENTS

Supplemental Agreement #3

# Architectural/ Engineering Consultant Supplemental Agreement No. 3

PIN 8702.03 Municipal Contract No. \_\_\_\_\_

Supplemental Agreement made this \_\_\_\_th day of \_\_\_\_\_, 2021 by and between

**Town of Newburgh**  
(municipal corporation)

having its principal office at **1496 Rte. 300**, in the Town of **Newburgh, NY**  
(to be known throughout this document as the "Sponsor")

and

**CHA Consulting, Inc.** with its office at **III Winners Circle, Albany, NY 12205**  
(to be known throughout this document as the "Consultant")

## WITNESSETH:

WHEREAS, by an Agreement dated **August 1, 2015** the SPONSOR engaged the CONSULTANT for **PIN 8702.03 Emergency and Permanent Restoration Work to Gardnertown Rd. over Gidney Creek** hereinafter referred to as "PROJECT"), and the SPONSOR, in accordance with Article 7 of the Original Agreement, has instructed the CONSULTANT to perform Extra Work, such work being described in Attachment B, which is attached hereto and made part of hereof.

BE IT KNOWN, that the SPONSOR has entered into an Agreement with the NEW YORK STATE DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the STATE) for the project funding for the project. As such, the STATE has certain responsibilities for review and administration of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

■ Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";

■ Attachment "A" - Project Description and Funding;

■ Attachment "B" - Task List;

■ Attachment "C" - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

**ARTICLE 2.**

Except as herein modified, the Original Agreement dated **August 1, 2015**, including any amendments or revisions thereto not modified, remains in full force and effect.

**ARTICLE 3.**

As full compensation for CONSULTANT'S work, services and expenses hereunder the SPONSOR shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation summarized in Attachment C shall be in accordance with the Interim Payment procedures shown in the table below and the final payment procedure in Article 6 of the Original Agreement.

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item I	<p>■ Actual Direct Technical Salaries; regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT.</p> <p>■ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the SPONSOR.</p> <p>■ If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment C, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.</p>	<p>■ Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the SPONSOR or its representative.</p> <p>■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit.</p> <p>■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the SPONSOR.</p>	<p>■ The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</p> <p>■ Bills are subject to approval of the SPONSOR and SPONSOR's Representative.</p>
Item II	<p>Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</p>	<p>All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.</p>	
Item III	<p>Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the SPONSOR at the completion of the work or at the option of the SPONSOR.</p>	<p>Salvage value</p>	

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method		
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	INTERIM PAYMENTS:
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE
Item IV	<p>■ Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and policies and guidelines now in effect of the SPONSOR, and FHWA.</p> <p>■ For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the SPONSOR for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this item.</p>	<p>■ The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 148%(office) and 112% (field).</p>
Item V	<p>■ Negotiated Lump Sum Fixed Fee.</p> <p>■ Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>■ A negotiated Lump Sum Fixed Fee which in this AGREEMENT shall equal \$3254.</p>
Item VI	<p>The Additional Maximum Amount Payable added under this Supplemental Agreement, including Fixed Fees, unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>Additional Maximum Amount Payable under this Method shall be \$28,849.</p>

IN WITNESS WHEREOF, the parties have duly executed this Supplemental Agreement effective the day and year first above written.

Reference: SPONSOR Contract # \_\_\_\_\_

Sponsor  by: _____  Date: _____	Consultant  by: _____ Anthony M. Papile, Senior Project Manager Date: _____
---------------------------------------------	-----------------------------------------------------------------------------------------

**SPONSOR – Town of Newburgh**

STATE OF NEW YORK

ss:

COUNTY OF ORANGE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the entity described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of SPONSOR.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**CHA Consulting, Inc.**

STATE OF NEW YORK

ss:

COUNTY OF ALBANY

On this \_\_\_\_\_th day of \_\_\_\_\_, 2021 before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the County of Saratoga, New York; that he is the Senior Vice President of CHA Consulting, Inc., which executed the foregoing instrument; that he is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Consultant.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.



## Attachment “A”

### Project Description and Funding

**Attachment A**  
**Architectural/ Engineering Consultant Agreement**  
**Project Description and Funding**

PIN: 8702.03  
BIN: N/A

*Term of Agreement Ends: December 31, 2021*

Main Agreement     Amendment to Agreement [add identifying #]     Supplement to Agreement

**Phase of Project Consultant to work on:**

P.E./Design     ROW Incidentals     ROW Acquisition     Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: September 1, 2020

Finish Date: December 31, 2021

**PROJECT DESCRIPTION:**

PIN 8702.03  
Culvert replacement with associated approach work.

**PROJECT LOCATION:**

Gardnertown Road approximately west of the intersection with Rte. 32  
Orange County, NY

Consultant Work Type(s): See Attachment B for more detailed Task List.

**MAXIMUM AMOUNT OF ADDITIONAL FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS SUPPLEMENTAL AGREEMENT (No. 2) FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:**

**\$28,849**

**MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THE ORIGINAL CONTRACT AND SUPPLEMENTAL AGREEMENTS (Nos.1-3) FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A:**

**\$507,791**

# Attachment “B”

## Task List

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

**SUPPLEMENTAL AGREEMENT NO. 3**

**Scope of Services**

**EXECUTIVE SUMMARY**

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

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

The Scope of Services included in Supplemental Agreement #2 added Construction Inspection and Construction Support services to the agreement. Supplemental Agreement #3 is required to update the hourly labor rates to the approved rates for 2021. Supplemental agreement #2 included approved rates for 2019 because construction was anticipated to commence in 2019. Now that construction is starting in 2021, the rates included in Supplemental Agreement #2 are outdated.

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

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

# Scope of Services

## Section 1 - General

### 1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 8, 9 and 10.

## Section 8 - Construction Support

### 8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

## Section 9 - Construction Inspection

### 9.01 Equipment

The **Sponsor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

### 9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

### 9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

### 9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

### 9.05 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the **Sponsor** for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The **Sponsor** may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the **Sponsor**.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the **Sponsor** may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination

of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Technicians employed by the **consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

## 9.06 Scope of Services/Performance Requirements

### A. Quality

The Consultant will monitor the Contractor's and the Subcontractor's performance of the contract for general conformance with the project plans and specifications and will identify in a timely manner to the Sponsor the local conditions, construction methods and other observations customarily reported on construction projects of this type.

### B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYSDOT Manual of Uniform Recordkeeping (MURK)**.<sup>1</sup> The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and

<sup>1</sup> <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

reports for proper completion of records of the contract.

2) Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

3) The **Consultant** will check, and when acceptable, approve all shop drawings. Electronic copies of approved shop drawings will be provided to the **Sponsor**.

4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

#### Health & Safety/Work Zone Traffic Control

1) **Consultant's** inspection staff assigned to the project will be knowledgeable concerning those health and safety requirements applicable per Sponsor policy, procedures and specifications to protect their personal safety. Jobsite health and safety shall be the sole responsibility of Contractor and its subcontractor(s).

2) The **Consultant** is responsible for monitoring that the Contractor's and Subcontractor's work zone traffic control is initially established in accordance with the contract plans. Thereafter it shall be the sole responsibility of Contractor and its subcontractor(s) to monitor and ensure that the appropriate work zone traffic control measures are properly performed and maintained continuously for the duration of the project.

#### Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of requesting and collecting documentation from the Contractor demonstrating the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract and, upon receipt, Consultant will forward such to the appropriate representative of the Sponsor.. The **Consultant** is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database<sup>2</sup>.

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<sup>2</sup> <https://www.dot.ny.gov/dotapp/ebo>



## **Section 10 - Estimating and Technical Assumptions**

### **Section 9 - Construction Inspection**

1. Estimate construction will begin on June 1, 2021 and will be completed by November 1, 2021.

## Attachment "C"

Staffing Rates, Hours, Reimbursables and Fee

**Exhibit A, Page 1  
Salary Schedule**

**CHA Consulting, Inc.**

**PIN 8702.03  
Gardnertown Road over Gidney Creek  
Town of Newburgh  
Orange County  
Supplemental Agreement No. 3  
2/24/2021**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATE		OVERTIME* CATEGORY
		PRESENT 4/1/2019	PROJECTED 8/1/2021	
SENIOR PRINCIPAL ENGINEER	VII (A)	\$ 90.00	\$ 76.00	A
PRINCIPAL ENGINEER	VI (A)	\$ 76.81	\$ 76.00	A
SENIOR ENGINEER	V (A)	\$ 53.98	\$ 59.02	B
PROJECT ENGINEER	IV (A)	\$ 42.54	\$ 46.51	B
ASST PROJECT ENGINEER	III (A)	\$ 37.45	\$ 40.95	B
ENGINEER I/II	II/I (A)	\$ 31.55	\$ 34.49	B
PRIN ENG TECH	IV (N)	\$ 48.61	\$ 53.15	C
SR ENGR TECH	III (N)	\$ 34.67	\$ 37.91	C
ENGR TECH DRAFTER	II (N)	\$ 26.88	\$ 29.39	C
ASST ENGR TECH	I (N)	\$ 23.26	\$ 25.43	C
TECHNICAL TYPIST	NA	\$ 26.16	\$ 28.60	C
RESIDENT ENGINEER	IV (N)	\$ 49.56	\$ 54.19	C
OFFICE ENGINEER	III (N)	\$ 47.74	\$ 52.20	C
SENIOR INSPECTOR	III (N)	\$ 39.84	\$ 43.56	C

**\*OVERTIME POLICY**

Category A - no overtime compensation.  
 Category B - overtime compensated at straight time.  
 Category C - overtime compensated at time and one half rate

Overtime applies to hours worked in excess of 40 hours per week.

Exhibit A, Page 2  
Staffing Table

CHA Consulting, Inc.

PIN 8702.03.321

Gardnertown Road over Gidney Creek

Town of Newburgh

Orange County

Supplemental Agreement No. 3

2/24/2021

ASCE (A)

OR

NICET (N)

GRADE

EQUIV.

TITLE

TOTAL PROJECTED

STRAIGHT PREMIUM HOURS RATE AMOUNT

STRAIGHT PREMIUM HOURS RATE AMOUNT

STRAIGHT PREMIUM HOURS RATE AMOUNT

TITLE	ASCE (A)	OR	NICET (N)	GRADE	EQUIV.	1.07	8.01	9.0x	HOURS	TOTAL PROJECTED STRAIGHT PREMIUM HOURS	RATE	AMOUNT	STRAIGHT PREMIUM HOURS	RATE	AMOUNT	STRAIGHT PREMIUM HOURS	RATE	AMOUNT
SENIOR PRINCIPAL ENGINEER									0	0	\$ 76.00	\$0.00			\$0.00			\$0.00
PRINCIPAL ENGINEER						8	120		128	0	\$ 76.00	\$9,728.00						\$0.00
SENIOR ENGINEER							80		80	0	\$ 59.02	\$4,721.45						\$0.00
PROJECT ENGINEER							18		18	0	\$ 46.51	\$837.19						\$0.00
ASST PROJECT ENGINEER							68		68	0	\$ 40.95	\$2,784.28						\$0.00
ENGINEER I/II									0	0	\$ 34.49	\$0.00						\$0.00
PRIN ENG TECH							16		16	0	\$ 53.15	\$850.35						\$0.00
SR ENGR TECH									12	0	\$ 37.91	\$454.87						\$0.00
ENGR TECH DRAFTER									0	0	\$ 29.39	\$0.00						\$0.00
ASST ENGR TECH									0	0	\$ 25.43	\$0.00						\$0.00
TECHNICAL TYPIST							8		8	0	\$ 28.60	\$228.81						\$0.00
RESIDENT ENGINEER								760	760	0	\$ 54.19	\$41,181.06						\$0.00
RESIDENT ENGINEER								130	0	130	\$ 54.19	\$7,044.13						\$3,522.06
OFFICE ENGINEER									152	0	\$ 52.20	\$7,933.75						\$0.00
SENIOR INSPECTOR									0	0	\$ 43.56	\$0.00						\$0.00

0	20	462	890	1242	130	\$75,763.89	\$3,522.06
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**Exhibit B, Page 1  
Direct Non-Salary Costs**

CHA Consulting, Inc.

PIN 8702.03  
Gardnertown Road over Gidney Creek  
Town of Newburgh  
Orange County  
Supplemental Agreement No. 3  
2/24/2021

1. Vehicle Mileage

NOTE: The mileage rate shown is for estimating purposes only.  
The mileage will be reimbursed at the applicable NYSDOT approved rate on the day of travel.

a. To and from project site & vicinity

12 trips x 180 miles / trip x \$0.560 / mile = \$1,209.60

b. Miscellaneous Mileage (on-site & misc.)

16 weeks x 400 miles / week x \$0.560 / mile = \$3,584.00

TOTAL VEHICLE MILEAGE = \$4,793.60

2. Tolls

28 trips x \$7.88 / trip = \$220.64

3. Mail including: postage, overnight deliveries, bulk mail (est.)

= \$20.00

4. Printing and Reproduction Costs (est.)

Plans 300 prints x \$0.50 / print = \$150.00

TOTAL PRINTING AND REPRODUCTION COST = \$150.00

5. Computer Equipment and Supplies

a) Cellphone 5 months x \$90.00 per month = \$450.00

b) Miscellaneous Supplies = \$250.00

c) Appia License (4 months) 5 months at \$1800/year = \$750.00

TOTAL DIRECT NON-SALARY COSTS = \$6,634.24

6. Sub-Contract Testing Laboratory Services (Estimated)

Miscellaneous Testing

a) Concrete Control Series (Slump & Air) 4 1/2 day tests @ \$ 300 = \$ 1,200

b) Proctors, Gradation & Comp. 10 1/2 day tests @ \$ 300 = \$ 3,000

SUB-TOTAL TESTING COSTS = \$4,200.00

7. Sub-Contract Precast Concrete Component Inspection (Estimated)

Fabricator's Site Visits

a) Site Representative @ Fabricator's Facili 14 1/2 day tests @ \$ 400 = \$ 5,600

b) Estimated Mileage To Fabricator 14 100 miles/day @ \$ 0.560 = \$ 784

SUB-TOTAL TESTING COSTS = \$6,384.00

TOTAL SUBCONTRACTOR COSTS = \$ 10,584

Exhibit C, Page 1  
Summary

CHA Consulting, Inc.

PIN 8702.03  
Gardnertown Road over Gidney Creek  
Town of Newburgh  
Orange County  
Supplemental Agreement No. 3  
2/24/2021

	Const. Support - Office (.321)	Const. Inspection - Field (.321)	REVISED TOTAL	SA #2 TOTAL	SA #3 TOTAL ( REVISED TOTAL minus SA #2 TOTAL )
Direct Technical Salaries (estimated) (subject to audit)	\$27,539	\$48,225	\$75,764	\$66,764	\$9,000
Direct Technical Salaries Premium Portion of Overtime (estimated) (subject to audit)	\$0	\$3,522	\$3,522	\$2,980	\$542
Direct Non-Salary Cost (estimated) (subject to audit)	\$0	\$6,634	\$6,634	\$6,463	\$171
Direct Non-Salary Cost (estimated) (Sub-Contractor Cost) (subject to audit)	\$0	\$10,584	\$10,584	\$10,563	\$21
Overhead - Office (148%) (subject to audit)	\$40,669		\$40,669	\$35,894	\$4,775
Overhead - Field (112%) (subject to audit)		\$53,930	\$53,930	\$42,844	\$11,086
Fixed Fee	\$8,799	\$13,178	\$21,977	\$18,723	\$3,254
<b>Total Estimated Cost</b>	<b><u>\$77,007</u></b>	<b><u>\$136,074</u></b>	<b><u>\$213,080</u></b>	<b><u>\$184,231</u></b>	<b><u>\$28,849</u></b>
			<b><u>\$213,080</u></b>	<b><u>\$184,231</u></b>	<b><u>\$28,849</u></b>



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

12

**Joseph P. Pedi**  
*Town Clerk*

845-564-4554

Fax: 845-564-8589

e-mail: [josephpedi@townofnewburgh.org](mailto:josephpedi@townofnewburgh.org)

[lisaayers@townofnewburgh.org](mailto:lisaayers@townofnewburgh.org)

**Lisa M. Ayers**  
*First Deputy Town Clerk*

To: Gil Piaquadio

From: Joseph Pedi

Subject: Purchase of Copier for Town Clerk's Office

Date: March 4, 2021

I am requesting approval to acquire a Toshiba ES 3515AC Copier for the Town Clerk's Office. This copier is similar to the copier purchased by the Code Compliance Department in 2020 and that copier is operating in a satisfactory manner. This acquisition was included in the Town Clerk's Budget for 2021. The total purchase price is \$6,216.68 and it is included in the Toshiba New York State Contract PM68135 which is enclosed along with the quote from Toshiba and the product description of the copier.

**TOSHIBA/NY STATE CONTRACT PM68135**

**TOWN OF NEWBURGH TOWN CLERK  
TOSHIBA ES 3515AC WITH ACCESSORIES  
March 3, 2021**

<b><u>MODEL/PART #</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>NYS CONTRACT</u></b>
ES3515AC	35 PPM COLOR COPIER	\$4,634.32
MR3031B	100 SHEET DOCUMENT FEEDER	\$301.74
MJ1109B	CONSOLE FINISHER	\$710.74
KN5005	BRIDGE KIT	\$53.01
STAND5005	CABINET	\$117.99
GD1370N	INTERNAL FAX	\$293.02
<b>TOTAL:</b>		<b>\$6,110.82</b>

**YOUR COST: \$6,110.00**

**RECOMMENDED OPTION**

MR4000B*	300 SHEET DUAL -SCAN DOCUMENT FEEDER	\$407.58
<b>TOTAL:</b>		<b>\$6,216.68</b>

*\*REPLACES MR3031B*

**YOUR COST W/MR4000B: \$6,216.00**

**PURCHASE INCLUDES**

IT INSTALLATION ASSISTANCE  
REMOVAL AND DISPOSAL OF CURRENT TOSHIBA ES 3055C

**MAINTENANCE CONTRACT**

\$81.62/MONTH-ANNUAL CONTRACT

**INCLUDES**

ALL SUPPLIES (EXCEPT PAPER AND STAPLES)  
ALL PARTS AND LABOR  
4,000 BLACK IMAGES MONTHLY (CURRENT USAGE)  
780 COLOR IMAGES MONTHLY (CURRENT USAGE)  
OVERAGES BILLED QUARTERLY AT \$.0089 FOR BLACK IMAGES; \$.059 FOR COLOR





**Office of General Services  
Procurement Services**

Coming Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

# Contractor Information Summary

Updated: February 5, 2021

**Group 73600 - INFORMATION TECHNOLOGY UMBRELLA CONTRACT MANUFACTURER BASED (Statewide)**  
**AWARD: 22802**      **CONTRACT PERIOD: November 30, 2015 to November 29, 2022**

LOT PARTICIPATION	OGS CONTRACT NUMBER	CONTRACTOR INFORMATION		CONTRACT SPECIFICS
LOT 3, 4	PM68239	<b>TeamDynamix Solutions LLC</b> 2200 West Fifth Avenue, Suite 220 Columbus, OH 43215	FED ID# 311804205  NYS Vendor ID# 1100161912	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: November 05, 2018 to November 29, 2022</b>				
LOT 3	PM68116	<b>Technolutions, Inc.</b> 234 Church St. 15 <sup>th</sup> Floor New Haven, CT 06510-1800	FED ID# 201751009  NYS Vendor ID# 1100126366	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: July 17, 2018 to November 29, 2022</b>				
LOT 3, 4	PM67354	<b>Tequipment, Inc</b> 7 Norden Lane Huntington Station, NY 11746	FED ID# 112266592  NYS Vendor ID# 1000005634	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: November 30, 2015 to November 29, 2022</b>				
LOT 1, 2, 4	PM68201	<b>Teradata Operations, Inc. D/B/A Teradata Government Systems, LLC</b> 1997 Annapolis Exchange Parkway Suite 300 Annapolis, MD 21401	FED ID# 142002217  NYS Vendor ID# 1100183272	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: August 30, 2018 to November 29, 2022</b>				
LOT 2	PM21180 EXTENSION PENDING	<b>Tintri, Inc.</b> d/b/a Tintri 303 Ravendale Drive Mountain View, CA 94043	FED ID# 262906978  NYS Vendor ID# 1100038849	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: November 30, 2015 to November 29, 2020</b>				
LOT 1, 2	PM68135	<b>Toshiba America Business Solutions, Inc.</b> 25530 Commercentre Drive Lake Forest, CA 92630	FED ID# 330865305  NYS Vendor ID# 1000009105	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: September 16, 2018 to November 29, 2022</b>				
LOT 2	PM20990	<b>Trippe Manufacturing Company</b> d/b/a Trippe Lite 1111 West 35th St Chicago, IL 60609	FED ID# 361881000  NYS Vendor ID# 1000049179	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: November 30, 2015 to November 29, 2022</b>				
LOT 1, 2, 3, 4	PM21000	<b>Unisys Corporation</b> 801 Lakeview Drive Suite 100 Blue Bell, PA 19422	FED ID# 380387840  NYS Vendor ID# 1000004843	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: November 30, 2015 to November 29, 2022</b>				
LOT 3	PM68143	<b>Universal Management Technology Solutions, Inc. D/B/A Universal Management Solutions</b> 1461 First Avenue, Suite 365 New York, NY 10075	FED ID# 364622130  NYS Vendor ID# 1000044796	<u>Contact Information</u>  <u>Price List</u>  <u>Terms &amp; Conditions</u>
<b>CONTRACT PERIOD: June 20, 2018 to November 29, 2022</b>				

# TOSHIBA

## **e-STUDIO™ 3515AC series**

- > Color Multifunction Printer
- > Up to 35 PPM
- > Medium Workgroup
- > Copy, Print, Scan, Fax
- > Secure MFP
- > Customizable UI



# CONNECT, INTEGRATE, SIMPLIFY, AND MORE.

Technology for every workplace; delivering advanced functionality, ease of use, and peace of mind. Every business is unique. That's why Toshiba offers the latest customizable solutions that can be tailored to meet your needs. Toshiba solutions help you simplify complex tasks while managing diverse information—efficiently and safely to maximize your productivity.

Toshiba's latest series delivers on our commitment to collaborate with clients to provide tailored, cost-effective solutions that meet your print, document management and content needs while helping you to meet your green objectives.

- > 25, 30 & 35 PPM
- > High-resolution color
- > High-volume black & white, and color
- > Advanced e-BRIDGE Next technology
- > Fast dual-core processor



**elevate™**  
RAISE YOUR EXPECTATIONS

Simple, smart and stylish.

A larger 10.1" tablet-style touch screen with an embedded web browser is easy to use, and customizable to meet your needs, enhancing the sleek and modern look of the complete series.

Toshiba's latest e-BRIDGE Next controller delivers exceptional color quality.

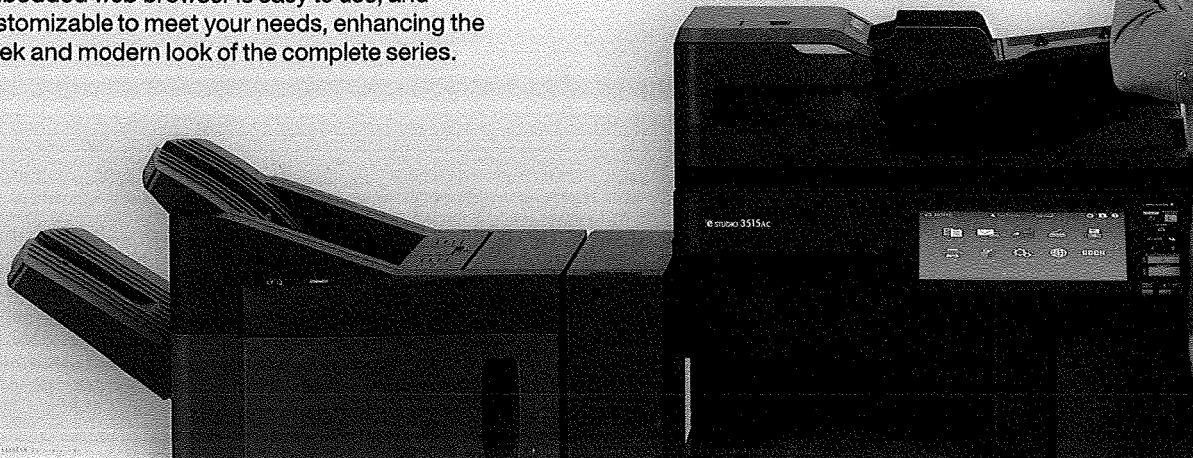
Don't restrict yourself to black and white when you can print with eye-catching color. It's Toshiba's sophisticated color system with high resolution for top-notch image quality.

- > Up to 3,600 (Equivalence) dpi x 1,200 dpi (BW/with smoothing, PostScript 3)
- > 256 gradations for smooth transitions in photographs and illustrations
- > Auto-calibration and user calibration ensure consistency of color across small and large print jobs

Elevate streamlines complicated multi-step processes into automated, one-touch functions. We know you have work to do and at Toshiba we've introduced a new concept designed to make your job easier and more productive by personalizing the MFP user interface around your specific business processes.

Elevate enables customized and automated workflow presenting the user with convenient one-touch functions addressing only the tasks they use most. This results in simple operation and improved efficiency leading to an overall cost savings. Let Toshiba Elevate your productivity.

- > Customize and automate workflows specifically around your business processes
- > Boost productivity by reducing manual and paper intensive processes in the office
- > Personalize the user interface by department to deliver the utmost efficiency
- > Cost savings and greater efficiency through improved workflow and productivity
- > Clear away clutter and confusion on home screen by presenting only the tasks used most



# SMALL FOOTPRINT, BIG BUSINESS.

Even with a relatively small footprint, the e-STUDIO3515AC Series is packed with industry-leading technologies and innovations designed to help workgroups connect, integrate and simplify.

*Advanced e-BRIDGE Next Technology* enables the MFP to drive Toshiba's internally developed solutions or those from a third party with ease.

*Dual-Scan Document Feeder* holds an amazing 300 originals and boasts an impressive 240 images per minute (IPM) by scanning both sides of the page in a single pass.

*Auto Skew Correction* ensures your scanned documents, using one of the document feeder options are reproduced accurately.

*Print Around* eliminates printing bottlenecks by allowing other print jobs to go around any being held-up for a specific paper size, media type or even color toner.

*Job Reservation* will queue up multiple copy or print jobs so users can send jobs whenever.

*Embedded Optical Character Recognition (OCR)* simplifies the creation of searchable PDFs or editable document formats such as Microsoft® Word™.

*Exclusive Water Proof Paper* water and tear resistant media up to 12" x 47" banner size.

*Saddle/Fold Capabilities* offer saddle-stitch finishing and the option to fold without stapling.

*12" x 18" Cassette* provides the ability to print stunning 11" x 17" full-bleed color on 12" x 18" paper.

*Notifications Feature* takes the hassle out of checking for depleted supplies or maintenance needs.

*Paper Volume Indicators* on the front panel make it easy to see the paper sizes, types and levels in each cassette.

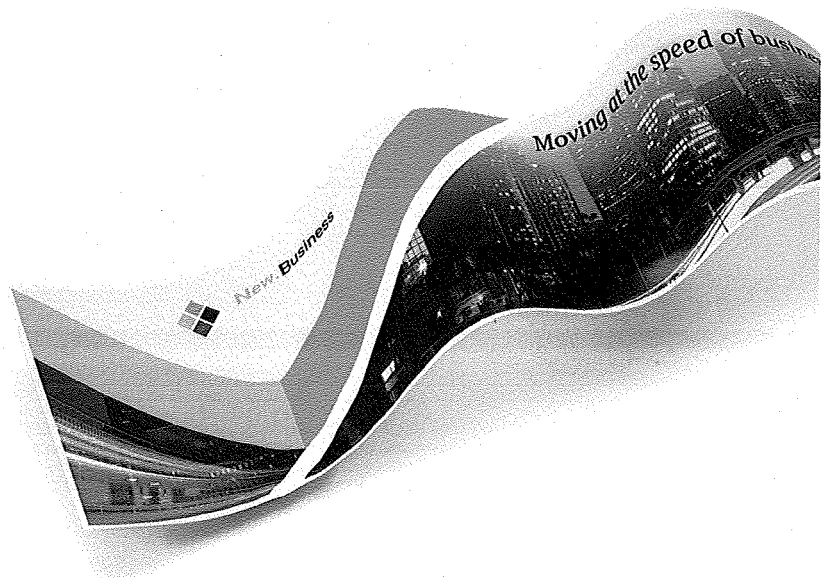
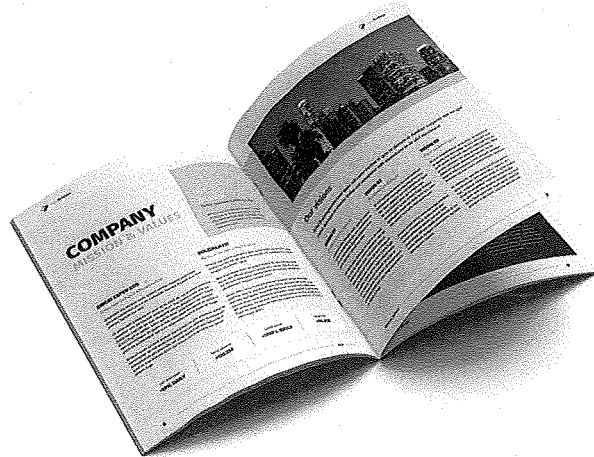
*Service Module Design* significantly reduces the cost and time spent servicing the MFP.

*Print-from USB* lets you print PDF and JPG files straight from your USB drive and the MFP will scale documents to fit the available paper size if necessary.

*Scan-to USB* is great for capturing a file quickly when you're on the go.

*Scan Preview* allows you to review your scanned documents digitally, even rotate and change pages prior to sending to file or email.

*Fax Preview* saves valuable resources by letting you view received faxes prior to printing them.



## TOSHIBA TECHNOLOGY NEVER LOOKED BETTER.

Keeping medium to large workgroups in mind, the e-STUDIO3515AC Series is easily integrated, customizable and solutions ready with Toshiba's Open Platform.

Complex tasks of the past are now a simple one touch button on your e-STUDIO control panel, thanks to Toshiba's seamless integration with third-party solutions and the use of embedded web browser technology.

Toshiba's exclusive e-BRIDGE Print & Capture application enables mobile device users to take advantage of the broad feature set of the e-STUDIO whether they're in the office or on the go.

The Universal Print Driver is suitable for all users. Tandem print comes standard with your e-STUDIO, along with a variety of time-saving, function-adding plug-ins that enable productivity right in the printer driver. For instance:

- > e-BRIDGE Job Point—quickly split up large jobs across up to 10 Toshiba MFPs
- > e-BRIDGE Job Replicator—streamline the creation of multi-part forms and documents
- > e-BRIDGE Job Separator—perform batch printing easily using any Windows® app
- > e-BRIDGE Job Build—conveniently print different document types all together as a single job

Toshiba's new e-BRIDGE Plus apps, including e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online let users scan to and print from Microsoft's cloud-based services directly at the front panel of the e-STUDIO MFP or their mobile device. This includes Word™, Excel® and PowerPoint® (docx, xlsx, pptx) documents stored in OneDrive® accounts or SharePoint® locations. When combined with our embedded OCR feature, documents can be scanned into popular Office™ formats as well.\*

With Google Cloud Print™ support, you can securely print over the web from anywhere, anytime—including your phone—to an e-STUDIO3515AC Series MFP, e-BRIDGE Plus for Google Drive™, e-BRIDGE Plus for OneDrive®, e-BRIDGE Plus for DropBox®, and e-BRIDGE Plus for box™ address all of the popular cloud-based mobility apps.\*

\*Your network settings and/or access control may vary depending on network environment when installing e-BRIDGE Plus applications. For details, please consult Toshiba's sales person.

\*\*Available three applications; e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online

### Tight Security

Along with all of the new and innovative Toshiba technologies, we regard the security of your business a top priority.

- > A 320GB Self-Encrypting Drive (SED) with Automatic Drive Invalidation (ADI) & Data Overwrite capability provides top level security
- > Available FIPS 140-2 Validated SED meets and exceeds strict government requirements
- > IPsec is available to securely encrypt data sent to-and-from the MFP

### Environmental Protection

Innovation that is truly innovative makes certain that our environment is part of the equation, which is precisely what we do here at Toshiba.

- > ENERGY STAR® V2.0 certified
- > RoHS compliance, the use of recycled plastics, and Super Sleep (0.6W) Mode work to help the environment
- > EPEAT Gold Registered for greener electronics, designed to help purchasers choose products that reduce environmental impact
- > The new e-STUDIO models' Typical [weekly] Electrical Consumption or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost too
- > e-BRIDGE Plus for Green Information provides users with a graphical display at the MFP of their environmental contribution to promote more effective use.



# FEATURES, BENEFITS, AND THE WOW FACTOR.

## 1 Document Feeder Options

- MR4000 Dual-Scan Document Feeder (DSDF)
- MR3031 Reversing Automatic Document Feeder (RADF)
- KA5005PC Platen Cover

## 2 Accessory Tray & Options

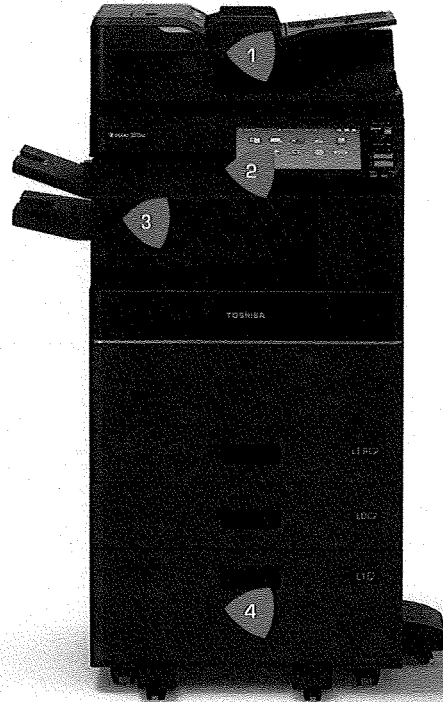
- GR1330 Accessory Tray
- GR9000 Bluetooth Keyboard
- GR1340 10-Key Numeric Keypad

## 3 Finishing Options

- MJ1042 50-Sheet Inner Finisher
- MJ1109 50-Sheet Console Finisher
- MJ1110 50-Sheet Saddle-Stitch Finisher
- MJ5015 Job Separator

## 4 Additional Paper Options

- KD1058 Paper Feed Pedestal
- KD1059LT 2,000-Sheet Large Capacity Feeder
- MY1048 Additional Drawer Module for PFP
- MY1049 Envelope Cassette



## Additional Option Highlights

- > Multi-Station Print Enabler
- > Embedded OCR Enabler
- > Wireless LAN/Bluetooth
- > IPsec Security Enabler
- > Single & Dual-Line Facsimile
- > Hidden Card Reader Pocket

The Toshiba e-STUDIO3515AC Series can increase the efficiency of your workgroups, improve the professionalism of your presentations, and streamline the workflow of your organization. And, that's just for starters.

### Double the Scan Speed

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

### Envelopes—the Perfect Fit

A special envelope cassette is available to hold up to 60 envelopes, making sure each one is fed and printed in the same place, every time.

### Volumes and Volumes

A high monthly copy volume is up to 210,000 for monochrome and 105,000 for color printing. Toner yields are 33,600 CMY and 38,400 K (at 5%) respectively.

### Multi-Station Print Enabler

Toshiba's internally developed Multi-Station Print Enabler, now with support of up to 50 e-STUDIO devices, allows users to send print jobs from their desktop and retrieve them by simply swiping their card and authenticating at any convenient MFP.

### Advanced e-BRIDGE Next Technology

Built on Linux®, this latest generation e-BRIDGE Next architecture features an Embedded Web Browser, a dual-core processor, 4GB RAM, and a 320GB SED enabling the MFP to easily drive Toshiba's internally developed solutions or even third-party applications.

# e-STUDIO™ 2515AC/3015AC/3515AC

## Main Specifications

<b>Copy System</b>	Indirect Electrostatic Photographic Method/OPC/Laser Printing/ Heat Roller Fusing
<b>Display</b>	10.1" Color WSVGA Touch Screen Tilting Display
<b>Copy Speed</b>	25/30/35 PPM (LT)
<b>First Copy Out</b>	Color: 7.8/7.8/7.8 Seconds Monochrome: 5.9/5.9/5.9 Seconds
<b>Warm-Up Time</b>	Approx. 20 Seconds
<b>Copy Resolution</b>	600 x 600 dpi
<b>Stack Feed Bypass</b>	3.9" x 5.8" to 12" x 18", 12" x 47" Banner, Envelope
<b>Multiple Copying</b>	Up to 999 Copies
<b>Paper Capacity</b>	Standard 1,200 Sheets/Max. 3,200 Sheets
<b>Original Feed</b>	Optional 300-Sheet DSD/ or 100-Sheet RADF
<b>Scan Speed &amp; Weights</b>	DSD/ Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color), Simplex: 9.3-110 lb Bond, Duplex: 9.3-110 lb Bond RADF Scan: Up to 73 IPM (Monochrome or Color), Simplex: 9.3-41.8 lb Bond, Duplex: 13.3-41.8 lb Bond
<b>Max. Original Size</b>	LD
<b>Paper Feed Sizes</b>	Drawer 1: 550 Sheets-ST-R to LD Drawer 2: 550 Sheets-ST-R to 12" x 18" Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 12" x 18", 12" x 47" Banner Opt. 550-Sheet Paper Feed Pedestal-ST-R to 12" x 18" Opt. 550-Sheet Drawer for PFP-ST-R to 12" x 18" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-LT Only Standard: 550 Sheets x 2-16 lb Bond-140 lb Index Stack Feed Bypass: 100 Sheets-14 lb Bond-100 lb Cover Opt. 550-Sheet Paper Feed Pedestal-16 lb Bond-140 lb Index Opt. 550 Sheets Drawer for PFP-16 lb Bond-140 lb Index Opt. Envelope Cassette for PFP-16 lb Bond-140 lb Index Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-17 lb-28 lb Bond Standard Automatic Duplex Unit (16 lb Bond-140 lb Index)
<b>Paper Weights</b>	
<b>Duplex</b>	
<b>Reproduction Ratio</b>	25% to 400%
<b>Max Duty Cycle</b>	Max. 75K/90K/105K Month (Color: 100%) Max. 150K/180K/210K Month (Monochrome: 100%) Approx. 172 lb
<b>Weight</b>	
<b>Approx. Dimensions</b>	23" (W) x 25.2" (D) x 31" (H)
<b>CMYK Toner Yield</b>	CMY: 33.6K, K: 38.4K @ 5%
<b>Power Source</b>	120 Volts, 50/60 Hz, 12 Amps
<b>Power Consumption</b>	Maximum 1.5kW (120V)
<b>CPU</b>	Intel Atom™ 1.33 GHz (Dual-Core)
<b>Memory</b>	4GB
<b>Hard Disk Drive</b>	320GB Self-Encrypting Drive

## e-BRIDGE Next Print Specifications

<b>PDL</b>	PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG
<b>Print Speed</b>	25/30/35 Pages Per Minute (LT)
<b>Print Resolution</b>	600 x 600 dpi (5 bit), 1,200 x 1,200 dpi (Color/2 bit) or 3,600 (Equivalence) x 1,200 dpi (BW/with Smoothing) (PS3 Only)
<b>Operating Systems</b>	Windows Server® 2008 R2, R2 SP1, 2008/SP2, Windows® 7, 8.1, 10, Windows Server® 2012/R2, Windows Server® 2016, Macintosh® (macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13), Unix®, Linux®
<b>Network Protocols</b>	TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh Environments
<b>Printing Protocols</b>	SMB, LPR/LPD, IPP (Ver.2.0) w/Authentication, AppleTalk® PAP or EtherTalk, Port 9100 (Bi-Directional), NetWare P-SERVER LPD w/ IPrint, WS Print, FTP
<b>Print Drivers</b>	Windows Server® 2008 SP2 (32-bit, 64-bit) Windows Server® 2008 R2 SP1 (64-bit), Windows® 7 SP1 (32-bit, 64-bit), Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows Server® 2016, Windows® 10 (32-bit, 64-bit), macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed) Optional IEEE802.11b/g/n, Wireless LAN, Optional Bluetooth
<b>Interface</b>	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
<b>Wireless Device</b>	
<b>Device Management</b>	TopAccess, EFMS 6.30 (e-BRIDGE Fleet Management Software)
<b>Account Control</b>	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/ Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
<b>Accessibility Features</b>	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout and Audible Beep Message Alerts



## Security Features

User Authentication, On-Board Data Scramble Function, SCEP, Disable e-Filing, Disable Copy, Disk Overwrite, IP Address Filtering (10 Sets), MAC Address Filtering (10 Sets), Network Service Control, Network Port Control, SMB Packet Signing, SSL/TLS (HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS, SYSLOG), IPsec (IKEv1, IKEv2), Security Mode Change, CC Certified (ISO/IEC15408)\* with HCD-PP v1.0, IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, NFC Authentication

## Environmental Stds. Certification

\*Conformance with HCD-PPV1.0 in High Security Mode.  
ENERGY STAR® (V2.0), EPEAT Gold, Californian Proposition 65  
WHQL (Windows® 7, 8, 8.1, 10, 2008 R2, 2012, 2012 R2), Novell®, Citrix®, SAP, AirPrint® and Mopria®

## Scan Specifications

<b>Scan Speed</b>	DSD/ Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) RADF Scan: Up to 73 IPM (Monochrome or Color)
<b>Scan Modes</b>	Standard: Full Color, Auto Color, Monochrome, Grayscale
<b>Scan Resolution</b>	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
<b>File Formats</b>	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), PPTX (Opt.) Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, Slim PDF, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.)
<b>Image Compression</b>	Color/Grayscale: JPEG (High, Middle, Low)

## Facsimile Specifications

<b>Compatibility</b>	Super G3
<b>Data Compression</b>	MH/MR/MMR/JBIG
<b>Transmission Speed</b>	Approx. 3 Seconds Per Page
<b>Fax Modem Speed</b>	Up to 33.6 Kbps
<b>Memory Transmission</b>	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations/Job
<b>Scan Speed</b>	0.7 Seconds Per Page, Maximum 73 IPM

## e-Filing Specifications

<b>Operation Method</b>	Color Touch Screen Control Panel or Client PC
<b>Number of Boxes</b>	1 Public Box, 200 Private User Boxes
<b>Capacity of Boxes</b>	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

## Accessories (Options)

<b>Platen &amp; Document Feeder Options</b>			
DSD/	MR4000	Accessory Tray	GR1330
RADF	MR3031	Panel 10-Key Option	GR1340
Platen Cover	KA5005PC	Card Reader Holder	GR1320
<b>Additional Paper Options</b>		USB Hub	GR1310
Paper Feed Pedestal	KD1058	Meta Scan Enabler	GS1010
Drawer Module	MY1048	IPsec Enabler	GP1080
Envelope Cassette Option	MY1049	Unicode Font Enabler	GS1007
Large Capacity Feeder	KD1059LT	Embedded OCR Enabler	
<b>Finishing Options</b>		Per Seat License	GS1080
Inner Finisher	MJ1042	Multi-Station Print Enabler	
50-Sheet Staple Finisher	MJ1109	Per Seat License	GS1090
Saddle-Stitch Finisher	MJ1110	SharePoint® Connector	GB1440
Hole Punch Unit for MJ1042	MJ8011	Exchange Connector	GB1450
Hole Punch Unit for MJ1109/MJ1110	MJ6105	Google Docs™ Connector	GB1540
Bridge Kit	KN5005	Hardcopy Security Printing	GP1190A
Job Separator	MJ5015	FIPS HDD	GE1230
<b>Connectivity/Security Options</b>		Monotype Font Option	GB2050
FAX Unit/2nd Line for FAX Unit	GD1370N	<b>Miscellaneous Options</b>	
Wireless LAN/Bluetooth	GN4020	Stand	STAND5005
Hardcopy Security Printing	GP1190A	Accessible Arm	KK2550
Bluetooth Keyboard	GR9000	Work Tray	KK5005
		Manual Pocket	KK5008
		Harness Kit for Coin Controller	GQ1280

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