

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

WORKSHOP MEETING AGENDA
Monday, June 28, 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. CHADWICK LAKE FILTER PLANT RESILIENCY IMPROVEMENTS
 - A. Public Interest Order
 - B. Approval to Award Bid
7. ANIMAL CONTROL: T-94 Withdrawal
 - A. First Approval for Payment to Newburgh Veterinary Hospital
 - B. Second Approval for Payment to Newburgh Veterinary Hospital
 - C. Approval for Payment to Flannery Animal Hospital
8. BUILDINGS and GROUNDS:
 - A. Approval to Start Process to Hire Full Time Custodial Worker
 - B. Approval to Solicit Bids for Exterior Painting of Desmond House
9. RECREATION DEPARTMENT: Design of Multi Purpose Recreation/Community Center
10. POLICE DEPARTMENT:
 - A. Approval to Start Process to Hire Two Part Time Court Officers
 - B. Approval to Hire Police Consulting Services
11. CODE COMPLIANCE: Approval for Road Name for Lands of Zazon
12. ENGINEERING DEPARTMENT: Approval to Award Bid for Roseton Headworks Modification Project
13. TOWN SUPERVISOR: Inter-Municipal Loan of Equipment – Portable Generators
14. ASSESSOR: Consent Judgement at Parr Valley Condominiums
15. POSSIBLE EXECUTIVE SESSION: Qualifications of Engineers for Design of Multi Purpose Recreation/Community Center
16. ADJOURNMENT

GJP; jpp
First Revision – June 25, 2021 at 8:30 am

GA



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

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

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: June 10, 2021

Enclosed for the Town Board's consideration following the close of the public hearing scheduled for June 14, 2021 with regard to the increased estimated project cost is the following draft Order:

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

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)
Douglas Goodfriend, Esq., Bond Counsel (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 14th day of June, 2021 at 7:00 P.M., Prevailing Time.

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 _____.

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	PUBLIC INTEREST ORDER
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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, it has now been determined that the maximum estimated cost of such increase and improvement of the facilities of the Consolidated Water District, in the Town of Newburgh, Orange County, New York is \$2,209,229, constituting an increase of \$385,329 over the previously estimated cost of \$1,823,900 as set forth in an updated map, plan and report, including the increased estimate of cost, which the Town Board has caused to be prepared pursuant to Section 202-b of the Town Law,; 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 10th day of May, 2021, 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 increased maximum aggregate amount proposed to be expended for the improvement, to-wit: the sum of \$2,209,229.00 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 14th day of June, 2021 at 7:20 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 _____, 2021 and in Orange County Post, which is also hereby designated as an official newspaper of this Town for such purpose on _____, 2021, and a copy of such Notice of Public Hearing was posted on _____, 2021, 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 \$2,209,229.

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.

TOWN OF NEWBURGH
TOWN ENGINEER

6 B

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board
FROM: Patrick J. Hines, Rep Town Engineer *PJH*
DATE: 24 June 2021
RE: Chadwick Lake Filter Plant Resiliency Improvement
HDR Recommendation of Award

Attached to this memo is a 24 June 2021 letter from HDR Engineering regarding their recommendations of award for the subject project.

HDR is recommending the Town reject the bids submitted by PK Songer Plumbing for HVAC and plumbing due to deficiencies in the bids.

HDR is recommending award for the four prime contracts as follows:

1A	General Construction – TAM Enterprises	\$1,797,000.00
1B	HVAC – TAM Enterprises	\$ 40,262.00
1C	Plumbing Contract – TAM Enterprises	\$ 119,967.00
1D	Electrical Contract – Rockland Electric	\$ 252,000.00

Total construction cost award: \$2,209,229.00

Note the NYC DEP has committed to fund \$1,800,000.00 of the project costs.

As this requires Town Board action, I am requesting that this item be put on the next available agenda. If you have any questions or comments, please feel free to contact me.

PJH/dd

cc: Mark Taylor, Town Attorney
James Osborne, Town Engineer
Ron Clum, Town Accountant



June 24, 2021

Mr. James W. Osborne, PE
Town Engineer

Mr. Patrick Hines
Town Consultant

Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: **Chadwick Lake Filter Plant Resiliency Improvements**
Bidders Recommendation

Dear Mr. Osborne/Hines:

Henningson, Durham and Richardson Architecture and Engineering, P.C. (HDR) has reviewed the attached bid results and bidders' qualifications.

For General Construction Contract (Bid 1A), three (3) bids were received ranging from \$1,797,000 to \$2,193,000. For HVAC Contract (Bid 1B), three (3) bids were received ranging from \$30,000 to \$54,400. For Plumbing Contract (Bid 1C), two (2) bids were received ranging from \$109,000 to \$119,967. For Electrical Contract (Bid 1D), one (1) bid was received for \$252,000.

HDR contacted the submitted references for the following low bidders:

- TAM Enterprises

TAM Enterprises was the lowest bidder for General Construction (bid 1A) but the second lowest bidder for HVAC (bid 1B) and Plumbing (bid 1C). Based on the information received from their reference (previously emailed on 4/21/21), TAM Enterprises is recommended for General Construction Contract (Bid 1A).

In-addition TAM Enterprises is also recommended for HVAC Contract (bid 1B) and Plumbing Contract (bid 1C) since as noted below the low bidder (PK Songer Plumbing) did not provide all the required bid documents for HVAC Contract (bid 1B) and Plumbing Contract (bid 1C). Total bid amount for TAM Enterprises for bids 1A, 1B, and 1C is \$1,957,229.

hdrinc.com

711 Westchester Avenue Suite 103 White Plains, NY 10604-3504
(914) 993-2000



- Rockland Electric

Rockland Electric was the only bidder for Electrical Contract (Bid 1D) with a bid amount of \$252,000. Based on the information received from their reference (previously emailed on 4/21/21), Rockland Electric is recommended for Electrical Contract 1D.

- PK Songer Plumbing

PK Songer Plumbing bid documents for HVAC Contract (Bid 1B) and Plumbing Contract (Bid 1C) were not complete. PK Songer Plumbing did not submit bid bond (schedule 1), offer of surety (schedule 2), qualification of bidders (schedule 3), non-collusive bidding certificate (schedule 4) and certification of compliance with general municipal law (schedule 4A) for HVAC Contract (Bid 1B) and Plumbing Contract (Bid 1C). PK Songer Plumbing did provide a reference list on 4/28/21 after HDR reached them. However, due to the deficiencies in the bid documents, they are not recommended for HVAC Contract (Bid 1B) and Plumbing Contract (Bid 1C).

Total bid amount for all Contracts (1A, 1B, 1C, and 1D) for Chadwick Lake Filter Plant Resiliency Improvements project is \$2,209,229.

If you have any questions, please feel free to contact me at (914) 993-2037 or Jim Jensen at (914) 335-9379.

Sincerely,

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

Amir Mashhad

Amir Mashhad, PE
Project Manager

February 18, 2020
 Tuesday, March 30, 2021 at 2:00 pm

Chadwick Lake Filter Plant Resiliency Improvements

№	Company	Address	Contact	Phone #	Email Address	Bid Deposit	Postage	Deposit Date	Bid 1A General Construction	Bid 1B HVAC	Bid 1C Plumbing	Bid 1D Electrical
1	Jorrey Excavating	160 Bart Bull Road, Middletown, NY 10941	n/a	845-692-2755	mjorrey@jorrey.com	\$100.00	n/a	2/18/2021	no bid	no bid	no bid	no bid
2	PK Songer Plumbing	44 Walnut Street, Montgomery, NY 12549	Perry Songer	845-457-7781	psonger1026@gmail.com	\$100.00	n/a	2/23/2021	no bid	\$30,000	\$109,000	no bid
3	DJ Heating and Air Conditioning	1409 Route 9W, Marlboro, NY 12542	Natasha Paukovits	845-236-4436 x100	npaukovits@dlhvac.com	\$100.00	n/a	3/3/2021	no bid	\$54,400	no bid	no bid
4	Nannini and Callahan Excavating	PO Box 163, Cornwall, NY 12518	Patrick Callahan	845-534-967	patrick@nannini-callahan.com	\$100.00	n/a	3/4/2021	no bid	no bid	no bid	no bid
5	UW Marx Construction Company	20 Gurley Avenue, Troy, NY 12182	Christopher Fitzgerald	518-272-2541	kfitzerald@uwmarx.com	\$100.00	n/a	3/4/2021	\$2,193,000	no bid	no bid	no bid
6	Kubricky Construction Corp	269 Bellard Road, Wilton, NY 12831	Victor Burkowski	518-797-5864	vburkowsk@dacollins.com	\$100.00	n/a	3/12/2021	\$2,173,815	no bid	no bid	no bid
7	Rockland Electric	143 Main Street, Nanuet, NY 10954	John Fanshawe	8456273232	rocklandelectric@gmail.com	\$100.00	n/a	3/22/2021	no bid	no bid	no bid	\$252,000
8	TAM Enterprises	114 Hartley Road, Goshen, NY 10924	Cliff Bell	845-294-8882	cliff@tamenterprises.com	\$100.00	n/a	3/24/2021	\$1,797,000	\$40,262	\$119,967	no bid

7A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 6/9/21

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

*Totaling: \$ 1635.85

Feline: 1051.26

Canine: \$ 584.59

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

DEPARTMENT Animal Control

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
<u>T-94</u>		
	Total	
Abstract #		

CLAIMANT'S NAME AND ADDRESS
NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

TERMS Net 30 Days

Invoice # _____

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
<u>1/28/21</u>	<u>770286</u>			<u>474.83</u> ✓
<u>7/4/21</u>	<u>771006</u>			<u>68.50</u> ✓
<u>1/10/21</u>	<u>772496</u>			<u>271.18</u> ✓
<u>1/20/21</u>	<u>772746</u>			<u>68.50</u> ✓
<u>7/20/21</u>	<u>772747</u>			<u>168.25</u> ✓
COPY				
			TOTAL	<u>1051.26</u>

CLAIMANT'S CERTIFICATION

I, Dora M. Cast certify that the above account in the amount of \$ 1051.26 is true and correct, that the terms, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or assumed; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

6/10/21
DATE

Dora M. Cast
SIGNATURE

Office Mgr.
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

6/9/21
Date

[Signature]
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 05-27-21 at 4:45p

Date: 04-28-21

Account: 4417

Invoice: 770286

Date	For	Qty	Description	Price	Discount	Net Price	
04-22-21	Branch 6C-21	1	CONSULT / EXAM - Sick	79.50	48.25	31.25	** ✓
04-22-21		1	X-RAY SURVEY RADS	310.00	155.00	155.00	** ✓
04-22-21		1	OSHA Compliance Biohazards Fee	7.80	3.90	3.90	** ✓
04-22-21		1	FeLV/FIV ELISA in hosp	133.00	84.50	48.50	** ✓
04-22-21		1	Wound Care Grade 1	243.00	168.00	75.00	** ✓
04-22-21		1	Sedation	199.00	99.50	99.50	** ✓
04-22-21		1	OSHA Compliance Biohazards Fee	7.80	3.90	3.90	** ✓
04-22-21		0.30	Penicillin G Inject / ml Outpatient	30.19	15.09	15.10	** ✓
04-22-21		0.50	Onsior Inject/ ml (outpatient)	24.80	12.40	12.40	** ✓
04-22-21		1	Clavamox Drops 15ml #292798	46.75	27.19	19.56	** ✓
04-22-21		0.10	TelazolInject Control Log / ml			0.00	
04-22-21		1	Revolution 0-5lb Mauve Pup/Kit sin	17.50	6.78	10.72	** ✓

Total charges, this invoice...

474.83

**Total discount included: 624.51

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

Reminders for: **Branch 6C-21** (Weight: 10.0 lbs - 5w) Last done

04/26	Consultation/Exam- Bi-annual
10/21	FECAL EXAM
08/21	Rabies/Purevax Feline 1yr
08/21	Spay your pet at 5-6 months
06/21	Feline Rhino/Panleuk/Calici #

Doctor's Instructions

Sedation

FOOD & WATER- With the excitement of returning home after surgery, your pet may be inclined to drink and eat excessively, which may result in vomiting. To avoid this we recommend restricting access to water for an hour or so until your pet has quieted down. Then allow only small amounts of food and water for the first eight hours. Normal feeding may resume the next day.

ELIMINATION- Many patients may not have a bowel movement for 24-36 hrs. after

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 06-09-21 at 12:24p
Date: 05-04-21
Account: 4417
Invoice: 771006

Date	For	Qty	Description	Price	Discount	Net Price
04-30-21	7k-21	1	Shelter body care feline #293350	80.00	11.50	68.50 **

Total charges, this invoice... 68.50

**Total discount included: 11.50

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

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 05-18-21 at 4:28p
Date: 05-18-21
Account: 4417
Invoice: 772496

Date	For	Qty	Description	Price	Discount	Net Price
05-16-21	Algonquin 12C-2	1	CONSULT / EXAM - Sick	79.50	48.25	31.25 **
05-16-21		1	FeLV/FIV ELISA in hosp #294484	133.00	84.50	48.50 **
05-17-21		1	Feline Leukemia Elisa Negative			0.00
05-17-21		1	FIV Elisa Negative			0.00
05-17-21		1	Frontline Gold Feline Single	20.00	7.27	12.73 **
05-17-21		1	Capstar Blue 11.4 mg 2-25 #			7.02
05-17-21		1	Depo-Medrol Inject /ml Hosp	47.50	23.75	23.75 **
05-17-21		0.15	Dexamethasone Inject / ml Hosp	40.01	20.01	20.00 **
05-17-21		0.50	Penicillin G Inject / ml (in hosp)	30.36	15.18	15.18 **
05-17-21		1	Feline Rabies/ Purevax 1yr	40.50	21.25	19.25 **
Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.						
05-17-21		1	FELINE RHINO/PANLEUK/CALICI	31.00	17.25	13.75 **
Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.						
05-17-21		1	OHE FELINE	278.00	198.25	79.75 **
Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.						
05-17-21		1	-Isoflurane Gas Anesthesia			0.00
05-17-21		0.20	TelazolInject Control Log / ml			0.00

Total charges, this invoice... 271.18

**Total discount included: 435.71

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



INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 05-20-21 at 3:40p

Date: 05-20-21

Account: 4417

Invoice: 772746

Date	For	Qty	Description	Price	Discount	Net Price
05-19-21	15c-21	1	Shelter euthanasia and body care f	80.00	11.50	68.50 **
05-19-21		0.50	Euthanasia - Somlethol Pent Contr			0.00
05-19-21		0.10	TelazolInject Control Log / ml			0.00
Total charges, this invoice...						68.50
**Total discount included: 11.50						

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

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 05-20-21 at 3:43p
Date: 05-20-21
Account: 4417
Invoice: 772747

Date	For	Qty	Description	Price	Discount	Net Price
05-18-21	HBC 5/18	1	Shelter body care feline #294591	80.00	11.50	68.50 **
05-19-21	Maize 13c-21	1	CONSULT / EXAM - Sick	79.50	48.25	31.25 **
05-19-21		1	Shelter euthanasia and body care f	80.00	11.50	68.50 **

Total charges, this invoice... 168.25

**Total discount included: 71.25

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

LIKE US ON FACEBOOK.COM!

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

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

COPIED

TOWN OF NEWBURGH

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

DEPARTMENT Animal Control

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS Net 30 Days
Canine

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/27/21	770173	COPY		16.50
1/29/21	770404			63.00
1/11/21	771843			16.50
1/20/21	772712			.88
1/24/21	773122			487.69
TOTAL				584.57

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 584.57 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.

6/8/21
DATE

Dora M Cast
SIGNATURE

Office Manager
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

6/9/21
Date

[Signature]
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 06-09-21 at 12:21p
Date: 04-27-21
Account: 19984
Invoice: 770173

Date	For	Qty	Description	Price	Discount	Net Price
04-27-21	Kobe	1	CANINE RABIES / 1YEAR	39.00	22.50	16.50 **

Total charges, this invoice... 16.50

**Total discount included: 22.50

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

LIKE US ON FACEBOOK.COM!

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

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

COPIES

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-29-21 at 1:18p
Date: 04-29-21
Account: 19984
Invoice: 770404

Date	For	Qty	Description	Price	Discount	Net Price
04-29-21	39-20 Alley	1	Adequan 5ml Vial (Glycosaminogly	94.50	31.50	63.00 **

Total charges, this invoice... 63.00

**Total discount included: 31.50

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

LIKE US ON FACEBOOK.COM!

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

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

COPIED

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 05-11-21 at 7:05p
Date: 05-11-21
Account: 19984
Invoice: 771843

Date	For	Qty	Description	Price	Discount	Net Price
05-11-21	#21-21 Bradley	1	CANINE RABIES / 1YEAR	39.00	22.50	16.50 **

Total charges, this invoice... 16.50

**Total discount included: 22.50

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

Reminders for: #21-21 Bradley	Last done
05/22	CANINE RABIES / 3 YEAR
11/21	Canine Kennel Cough Vacc -1 ye
11/21	FECAL EXAM
05/21	Consultation/Exam- Bi-annual
05/17	Pro-Heart 12 (26-50lbs)
05/17	Pro-Heart 12 (1-25lb)
05/17	Pro-Heart 12 (51-100lbs)
11/16	HEARTWORM TEST
08/16	CANINE DIST/A2/PI/PARVOLEPTO1Y

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 06-09-21 at 12:25p
Date: 05-20-21
Account: 19984
Invoice: 772712

Date	For	Qty	Description	Price	Discount	Net Price
05-20-21	#8-21 Ezekiel	5	Gabapentin 100mg caps (individual	18.95	18.53	0.42 **
05-20-21		5	Trazodone 100mg tablets #294707	18.80	18.34	0.46 **

Total charges, this invoice...

0.88

**Total discount included: 36.87

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

Reminders for: #8-21 Ezekiel (Weight: 24.0 lbs - 9y)	Last done
05/22 lyme,HW,Ehrlichia Accu Plus4(A	05-24-21
05/22 CANINE RABIES / 3 YEAR	
05/22 CanineDist/Aden/Para/Parvo/Lep	
09/21 Canine Kennel Cough Vacc -1 ye	
09/21 FECAL EXAM	03-05-21
03/17 Consultation/Exam- Bi-annual	

#8-21 Ezekiel's weight history (in lbs)

05-24-21	24.00
05-24-21	24.00

LIKE US ON FACEBOOK.COM!

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

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

COPY

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

INVOICE

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

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

Printed: 05-24-21 at 2:49p
Date: 05-24-21
Account: 19984
Invoice: 773122

Date	For	Qty	Description	Price	Discount	Net Price	
05-24-21	#8-21 Ezekiel All Negative	1	Lyme,Hwt,Ehrlich Anaplasma 4Dx	122.00	81.75	40.25	** ✓
05-24-21		1	CANINE RABIES / 1YEAR	39.00	22.50	16.50	** ✓
05-24-21		1	Canine Dist/A2/PI/Parvo/1YR	39.00	24.50	14.50	** ✓
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI, the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis							
05-24-21		1	Weight Monitoring			0.00	
05-24-21		1	CONSULT / EXAM - Annual Welln	65.50	39.50	26.00	** ✓
05-24-21		1	Rimadyl Inject / ml (in hosp)	45.90	45.90	0.00	**
05-24-21		0.25	TelazolInject Control Log / ml			0.00	
05-24-21		1	Neuter/Canine >6yrs.	399.00	319.25	79.75	** ✓
05-24-21		1	-Isoflurane Gas Anesthesia			0.00	
05-24-21		1	CRYPT/MONORCHID-ING/CAN	574.00	287.00	287.00	** ✓
05-24-21		1	-Isoflurane Gas Anesthesia			0.00	
05-24-21		1	Elizabethan Collar	20.00	2.00	18.00	** ✓
05-24-21		5	Vetprofen Tablets 25mg Individual	20.70	19.02	1.68	** ✓
05-24-21		20	Trazodone 100mg tablets #294961	22.55	20.70	1.85	** ✓
05-24-21		10	Amoxicillin 100mg tab #294962	22.95	20.79	2.16	** ✓

Total charges, this invoice...

487.69

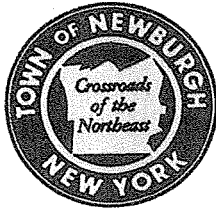
**Total discount included: 882.91

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

Reminders for: #8-21 Ezekiel (Weight: 24.0 lbs - 9y)	Last done
05/22 Lyme, HW, Ehrlichia Accu Plus4(A)	05-24-21
05/22 CANINE RABIES / 3 YEAR	
05/22 CanineDist/Aden/Para/Parvo/Lep	
09/21 Canine Kennel Cough Vacc -1 ye	
09/21 FECAL EXAM	03-05-21

COPY

7B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 6/9/21

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

*Totaling: \$ 16.50

Feline:

Canine: \$ 16.50

TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DEPARTMENT Animal Control

CLAIMANT'S
NAME AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2680
www.newburghvet.com

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
2/10/20	756733	COPY		16.50
			TOTAL	16.50

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 16.50 is true and correct, that the items, services and discounts/charges were rendered to or for the municipality on the dates stated; that no part has been paid or assigned; that taxes, from which the municipality is exempt, are not included and that the amount claimed is actually due.

12/29/20
DATE

Dora M Cast
SIGNATURE

Office Mgr.
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

6/9/21
Date

[Signature]
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 06-09-21 at 12:31p
Date: 12-10-20
Account: 19984
Invoice: 756733

Date	For	Qty	Description	Price	Discount	Net Price
12-10-20	Chomper Corbett	1	CANINE RABIES / 1YEAR	39.00	22.50	16.50 **

Total charges, this invoice...

16.50

**Total discount included: 22.50

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

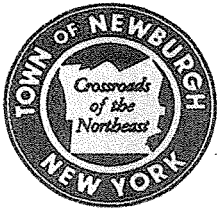
LIKE US ON FACEBOOK.COM!

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

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

COFY

7C



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 6/22/21

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

*Totaling: \$ 122.30

Feline:

Canine: \$ 122.30

TOWN OF NEWBURGH

1486 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

DEPARTMENT TONAC ID# 58907

CLAIMANT'S NAME AND ADDRESS
VCA Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

TERMS MAY + June 2021 VOUCHERS

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received		FUND - APPROPRIATION	AMOUNT		VOUCHER NO.	
		T-94				VOUCHER NO.
		TOTAL	122	30		

Abstract No.

Vendor's Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
5/23/21	Inv# 834978940	Retriev + LAB 2021-5-22 (m) BIK. LAB		33.60 ✓
6-4-21	Inv# 834982290	Shih Tzu 6-4-2021 DOG (m) White		88.70 ✓
(See Instructions on Reverse Side)			TOTAL	122.30

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 122.30 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.

6-15-21
DATE

Jean Tobin
SIGNATURE

Acct Manager
TITLE

(Spec Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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



VCA Flannery Animal Hospital PC
789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Osepa | Date: 6/8/2021 at 07:36 | Invoice: 834982290 | Cashier: Jean T

Client
Town Of Newburgh 2021 Animal Control (#58907)

645 Gidney Ave
Newburgh, NY 12550

Patient
6-4-2021 Dog (#136639)
Species: Canine (Shih Tzu)
Sex: Male Neutered | Color: White
Birth: 06/04/2018 | Age: 3y | Weight:



Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
6/4/2021	Boarding Animal Control	1.00	\$33.60		\$0.00	\$33.60
6/5/2021	Boarding Animal Control	1.00	\$33.60		\$0.00	\$33.60
	Rabies Vaccine 3yr Canine	1.00	\$43.00	-\$21.50	\$0.00	\$21.50

Subtotal: \$88.70

Discounts	Shelters/PetStore	- \$21.50
-----------	-------------------	-----------

A Message from VCA

VCA Flannery Animal Hospital is proud to announce we are reopening 24/7/365 Emergency Services beginning April 2, 2021!

Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
6-4-2021 Dog	\$110.20	-\$21.50	\$0.00	\$88.70

	Total Due:	\$88.70
--	-------------------	----------------



For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.



VCA Flannery Animal Hospital PC
 789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Flannery Animal Hospital | Date: 5/25/2021 at 09:31 | Invoice: 834978940 | Cashier: Jean T

Client

Town Of Newburgh 2021 Animal Control (#58907)

645 Gidney Ave
 Newburgh, NY 12550

Patient

2021-5-22 Black Lab (#136287)

Species: Canine (Retriever, Labrador)

Sex: Male | Color: Black

Birth: | Age: | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
5/23/2021	Boarding Animal Control	1.00	\$33.60	\$0.00	\$33.60
5/24/2021	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: \$33.60

A Message from VCA

VCA Flannery Animal Hospital is proud to announce we are reopening 24/7/365 Emergency Services beginning April 2, 2021!

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2021-5-22 Black Lab	\$33.60	\$0.00	\$33.60

	Total Due:	\$33.60
	Amount Paid:	
	Balance Due:	



For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.

8A

Item 8A. BUILDINGS and GROUNDS:

Approval to Start Process to Hire Full Time Custodial Worker

8B

Item 8B. BUILDINGS and GROUNDS:

Approval to Solicit Bids for Exterior Painting of Desmond Estate



9
ARCHITECTURE
PLANNING
INTERIORS

25 WALLKILL AVE ▪ MONTGOMERY ▪ NY 12549 | 845.294.2724 | CONTACT@ADGARCHITECT.COM

WWW.ADGARCHITECT.COM

May 28, 2021

BY HAND

Joseph P. Pedi, Town Clerk
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Town of Newburgh: Multi-Purpose Recreation/Community Center

Dear Mr. Pedi:

Please find enclosed a fee proposal for Anderson Design Group to perform Schematic Design services on the above-mentioned project.

With over twenty years of design experience and a history of successfully completed projects, we are confident we can create a project that meets your needs in a functional and cost-efficient manner.

We have reviewed your project requirements and attached our fee proposal and Professional Qualifications, as well as concept plans which were reviewed with the former Commissioner of Parks for your review and approval.

Please do not hesitate to contact us with any questions you may have.

Thank you again for considering Anderson Design Group – Architecture, Planning, Interiors.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jason T. Anderson".

Jason T. Anderson, R.A., A.I.A.

Jason T. Anderson Architect, P.C. dba Anderson Design Group – Architecture, Planning, Interiors

Enclosures: Fee Proposal
Scope of Service
General Terms and Conditions

Project Reference Number: 21234

Date Submitted: 05/28/2021

A. Parties

Client:		Architect:	
Name/Title:	Joseph P. Pedi Town Clerk	Name/Title:	Jason Anderson, R.A., A.I.A. Principal
Company:	Town of Newburgh	Company:	Jason T. Anderson Architect, P.C. dba Anderson Design Group
Address:	1496 Route 300 Newburgh, NY 12550	Address:	25 Wallkill Avenue Montgomery, NY 12549
Tel.:	(845) 564-4554	Tel.:	(845) 294-2724

B. Project

Project Name: Town of Newburgh - Multi-Purpose Recreation/Community Center

Project Address: 1702 NY-300, Newburgh, NY 12550

This project is preliminary design of a new recreation center and generally consists of the following:

- **Program Elements:**
 - General analysis of site to determine the feasibility of a 30,000-35,000 s.f. Recreation/Community Center
 - Gym with basketball court
 - Interior youth soccer utility field
 - Five administration offices
 - Commissioner's office
 - Four activity rooms; one to serve as a meeting room
 - Kitchen
 - Private bathrooms; public bathrooms
 - Storage room
 - Overhead walking track
 - Lobby
- **Site:** The property is located in the Town of Newburgh. Any building modification will require conformance with the zoning laws of the local AHJ.
- **Aesthetics:** Design to compliment the surrounding area.
- **Budget:** None discussed
- **Project Delivery Method:** Design/Bid/Build
- **Basis of Proposal:** Request for Proposal Town of Newburgh

C. Agreed Services

Anderson Design Group will perform Architectural Programming and develop Schematic Block Study Floor Plan and Exterior Elevations Sketches to analyze general space requirements. The design sketches will be based on the agreed upon program above, which will then continue to be developed as the project progresses through future stages of design.

Note: This proposal is not for fully designed structures, but rather to provide Schematic Block Study Floor Plan Sketches and Exterior Elevations/Rendering, along with rough order of magnitude construction estimates only. It is our understanding that the purpose of these documents is for the Client to define and better understand how each site and building may be further developed to

accommodate their desired program, to develop a preliminary budget, and then to use as a basis to hire an Architectural/Engineering firm to develop Construction Documents for a project.

D. Fees

Architectural Documentation	
05.01.01	Programming Analysis (Sect. A) \$1,200
05.01.02	Architectural Schematic Design/ Block Study Floor Plan and Exterior Elevations (Sect. A & B Only) \$10,500
05.01.03	Two Architectural Renderings and One Viewshed Rendering \$6,500
05.01.04	Class 5 Construction Cost Estimate (Sect. A) \$1,750 each
Civil Documentation	
05.02.01	Preliminary Mapping and Information Gathering (Sect. L) \$2,500 per site
05.02.02	Preliminary Wetlands Assessment (If applicable) (Sect. L) \$1,250-\$2,500 per site
05.02.03	Conceptual Site Plans (Sect. L) \$1,250-\$2,500 per site
05.02.04	Preliminary Septic Suitability (If applicable) (Sect. L) \$3,000-\$5,000 per site
05.02.05	Project Management (Sect. L) \$5,000
Civil/Site Assistance	
05.03.01	Municipal Presentation Assistance (Sect. J) \$HOURLY

*For a detailed description of services included within each deliverable, refer to Part 2 (Scope of Service) of the Agreement.

Retainer: A retainer of **\$2,500** is payable upon signing this agreement and will be credited in the final invoice for services performed. This agreement will go into effect when the retainer is paid.

E. Elective Services

Please note that the following services are in addition to the ones outlined in section D above, and are offered as an additional service, should the client request them during the course of the project. Client acceptance will be through e-mail, meeting or phone conversation.

05.02 Premium Services	
J.	Furniture Selection & Coordination N.A.
J.	Interior/Exterior Signage & Assistance N.A.
J.	Window Treatment Design & Coordination N.A.
J.	Automation Design & Coordination N.A.
J.	IT/AV Layout & Coordination N.A.
05.03 Construction Contract Administration	
A-E.	Budget/Construction Cost Estimating \$1,750/each estimate
G.	Bidding/Construction Contract Negotiation N.A.
H.	Contract Administration and Observation/Construction N.A.
I.	Post Construction Services \$ HRLY
J.	Municipal Meetings \$750/each, plus travel
05.04 Additional Services	
J.	Interactive Displays/Structures N.A.
J.	Point-in-Time 3D Building Scans: Existing Conditions Scan; Pre-Insulation Utility Scan; Construction As-Built Building Scan. Deliverable: 3D Point Cloud Model (estimated upon request)
J.	Revit to autoCAD Conversion \$200/conversion
J.	Artwork N.A.
J.	Custom Furniture N.A.
J.	Acoustic Analysis & Design N.A.
J.	Security Layout & Coordination N.A.

J. Geotechnical Services	By Others
J. Specialty Consultants	N.A.
J. Renderings (2 included, additional if requested)	\$2,800/each
J. Sustainability (LEED, Green Globes, Etc.)	18% Additional Premium

F. Consultants

The proposal is based on Jason T. Anderson Architect, P.C. dba Anderson Design Group – Architecture, Planning, Interiors being engaged by the Client as the Architect, and the Mechanical, Electrical, Plumbing, Fire Protection and Structural consultants being hired by the Architect, if required. All other consultants, including, but not limited to, the Civil Engineer, Geotechnical Engineer, Land Use Attorney, etc., will be engaged directly by the Client. The Client will commission input from all other consultants and provide all necessary information and surveys regarding the site.

G. Anticipated Project Schedule

Work State	Duration (months)
Pre-Design Services / Feasibility	1
Schematic / Preliminary Design	2.5
Design Development	N.A.
Construction Docs / Technical Design	N.A.
Bidding / Contract Negotiations	N.A.
Contract Administration / Construction	N.A.

H. Hourly Charge-Out

The following hourly rates shall be used when a portion of the Architect’s fee is to be charged on an hourly basis or if the Architect is requested to perform additional work. Hourly rates are subject to an annual increase of 4% per annum. For fees based on an hourly rate the Architect will provide, when requested, time sheets to substantiate hours claimed.

Architectural

Position	Hourly Rate
Principal	\$193.00
Senior Associate	\$172.00
Associate	\$141.00
Senior Designer	\$119.00
Project Manager	\$104.00
Designer	\$97.00
Drafting	\$84.00
Clerical	\$68.00

Civil

Position	Hourly Rate
Executive Principal	\$280.00
Senior Principal	\$250.00
Principal	\$230.00
Senior Technical Director	\$215.00
Senior Project Manager	\$200.00
Technical Director	\$190.00
Project Manager	\$180.00
Senior Project Specialist	\$170.00
Project Specialist	\$160.00
Technical Professional	\$150.00
Technical Specialist	\$140.00

Specialist	\$130.00
Senior Data Technician	\$120.00
Senior Technical Assistant	\$110.00
Technical Assistant	\$100.00
Field Technician	\$90.00
Data Technician	\$85.00
Survey Crew - 1 Man w/Robotic Equipment	\$185.00
Additional Survey Crew Member	\$40.00
SUE Crew (designating) - 1 Man	\$125.00
Additional (designating) Member	\$45.00
SUE Crew (locating) — 2 Man	\$180.00
Additional (locating) Member	\$40.00
Expert Witness	\$355.00
Sr. LSRP	\$280.00
LSRP	\$220.00

I. Expenses

In **addition** to the Architect's fee, the following customary expense costs will be a reimbursable expense:

- Expense costs to be reimbursed by the Client may include but are not limited to the following: *Fees, taxes, levies, presentation material, models, visualizations, 3D walkthroughs, photography, communication, travel, accommodations, printing reports or drawings, FTP Electronical Distribution Service, AIA Contracts, insurance fees, postage and packaging.*

Reimbursable expenses will be itemized and billed monthly. Such an itemized reimbursement will be calculated as follows:

- Customary expenses** (as listed above) will be **reimbursed directly by the Client plus an additional 15%** to cover administration and handling costs.

An additional **insurance fee of 3% of all Architectural/Engineering Services will be assessed to every invoice** to cover insurance administration costs for the project and are in addition to our basic architectural service fee.

J. Terms of Payment

On engagement, payment of the nonrefundable, irrevocable, retainage fee will be required prior to commencement of services.

Monthly payments plus expenses are to be calculated as the portion of the fee for each work stage completed, based on percentage of the stage complete as of the last day of the month. Payments are to be received 28 days of date of invoice.

Interest on late payments will be charged at 1% per month *or at the maximum legal interest rate permitted under the applicable law, whichever is the lowest.* If payments are not received on the due dates, Jason T. Anderson Architect, P.C. dba Anderson Design Group – Architecture, Planning, Interiors cannot guarantee to continue to provide the service, and at a minimum, work will slow down and the design schedule will become obsolete.

Credit Card Transactions: Should the Client choose to pay with a credit card, a 4% fee or percentage fee equal to the interchange fee, whichever is less, will be added to the transaction amount to cover processing fees.

K. Appointment Terms & Conditions

The terms of the contract will be Jason T. Anderson Architect, P.C. dba Anderson Design Group – Architecture, Planning, Interiors' Standard Form of Agreement, including Jason T. Anderson Architect, P.C. dba Anderson Design Group – Architecture, Planning, Interiors' General Terms and Conditions, and

by reference the AIA B104 and AIA A201-2017 General Conditions for the Contract for Construction. The Architect retains the copyright of all the designs.

The Architect is appointed under the terms of this Agreement including:

Part 1 – Fee Proposal

Part 2 – Scope of Service

Part 3 – General Terms and Conditions

and any schedules, annexure or attachments to this document, which together comprise the Agreement between the Client and the Architect.

The Client agrees to engage the Architect subject to and in accordance with the terms of this Agreement and undertakes to carry out their duties in accordance therewith including payment of the Architect's fees and expenses as set out in Part 1 and 2 of the Agreement.

The Architect agrees to perform the services described in Part 1 and 2 of the Agreement and in accordance with the terms and conditions hereunder.

L. Acceptance

We confirm that the fees above, with the associated expenses, is acceptable to us and we agree to Jason T. Anderson Architect, P.C. dba Anderson Design Group – Architecture, Planning, Interiors' proposal.

Name:

(Print name and title in capitals)

Date:

(DD/MM/YYYY)

Signature:

(Provided by Client)

Duly authorized to sign on behalf of:

(Name of company, organization or person)



A. Pre-Design Services / Feasibility

- A1.** This stage involves the identification of the Client's requirements and gathering of appropriate information to enable subsequent phase of the submission to be undertaken.
- A2. Services:**
- Execute Client Architect Agreement
 - Organize, attend and record project meetings
 - Assist Client in site selection (if applicable)
 - Consult with local authorities
 - Identify building constraints, easements, covenants, and general code restrictions
 - Obtain surveys: topographical, boundary, and geographical surveys paid for directly by Client
 - Programming: Identify and document Client design goals/program requirements, objectives, and constraints
 - Verify Client's budget – Class 5 Budget Estimate (if requested)

B. Schematic Design

- B1.** This stage involves the preparation of design ideas that address the Client's brief and relevant local authority requirements.
- B2. Services:**
- Record the Client's agreement to proceed with Schematic Design services
 - Organize, attend and record project meetings
 - Confirm Client's Program
 - Review laws, codes and regulations applicable to the Architect's service
 - Identify and document local impact and context site issues
 - Minimally document the overall existing conditions of the existing structures as needed to complete Block Study sketches
 - Prepare floor plan sketches, diagrams and other information to communicate the conceptual idea(s)
 - Prepare design programs for other consultants
 - Review Client's budget
 - Update project time lines
 - Advise on the need for other specialty consultants
- B3. Client Responsibilities:**
- Approval of Schematic Design Prior to Proceeding
 - Decision on Sustainability Requirements

C. Preliminary Design (Not Included)

- C1.** This stage involves the development of an approved Schematic Design.
- C2. Services:**
- Record the Client's agreement to proceed with this stage of the work
 - Organize, attend and record project meetings
 - Confirm changes to Client program (if any)
 - Fully survey and document all A/S/MEP existing conditions as required for the project
 - Further develop floor plan sketches and additional design drawings/documents as required
 - Undertake preliminary selection of materials
 - Review Client's budget

- Receive design input from other consultants
- Evaluate sustainability (if requested)

C3. Client Responsibilities:

- Approval of Preliminary Design

D. Design Development (Not Included)

D1. This stage involves developing the design to a level that will adequately explain the developed design and allow for coordination of engineering systems.

D2. Services:

- Record the Client's agreement to proceed with this stage of the work
- Confirm local statutory requirements and regulations
- Prepare appropriate A/S/MEP drawings and outline specifications for coordination
- Prepare Life Safety documentation
- Prepare two (2) renderings (if required)
- Provide schedule of proposed materials and finishes
- Review design against Owner's budget and coordinate
- Assist Client in the coordination of Client's independent consultants
- Conduct and document bi-weekly design meetings to coordinate the design process and ensure an integrated design development progress
- Review of each discipline's documentation for coordination
- Maintain the Revit model for use by all disciplines (if applicable)
- Provide and maintain an online communication management system for the project, to be utilized by all disciplines for communication and file exchange

D3. Note: Lump sum fees include initial design and two revisions. Additional revisions will be charged at hourly rates and must be approved prior to starting Construction Documents.

E. Construction Documents / Technical Design (Not Included)

E1. This stage involves the preparation of drawings and specifications to allow the project to go out to bid.

E2. Services:

- Record the Client's agreement to proceed with this stage of the work
- Coordinate and integrate the work of others
- Arrange, attend and record pre-application meetings with authorities, consultants & other relevant parties
- Assist Client with planning/building application process
- Prepare final A/S/MEP drawings and specifications (plans, elevations, sections, details, schedules, as required) for bid
- Prepare A/S/MEP drawings including plans, elevations, sections, details, schedules and specifications for submission to the AHJ for approval to construct the project
- Coordinate the preparation of Class 3 pre-bid estimates of construction
- Provide recommendations to the Client on the preferred method of building contractor selection
- Record the Client's agreement to submit the application to the appropriate authorities where required
- Review of each discipline's documentation for coordination
- Maintaining the Revit model for use by all disciplines (if applicable)
- Providing and maintain an online communication management system for the project, to be utilized by all disciplines for communication and file exchange
- Perform HVAC computer load calculations
- Review with local utility company availability of service and forward letter of expected loads
- Meet with local internet, telephone and cable TV providers to coordinate service provisions

F. Basic Interior Design Services (Not Included)

F1. This stage involves the basic interior design services offered as they relate to the Project, and the minimum required for a Building Permit.

F2. Services:

- Selection of Interior Finishes (carpet, tile, paint, ceilings, etc.)
- Design of Basic Millwork Design & Detailing (trim, built-in breakroom cabinetry, etc.)
- Specialty Ceiling/Lighting Fixture Selection
- Selection & Specification of Appurtenances for specified Construction Components (door/window hardware, electrical devices, bathroom partitions, etc.)
- Documentation of all finishes will be a part of the bid/construction documents.

G. Construction Bidding / Contract Negotiation (Not Included)

G1. This stage involves a range of contract and administration procedures to identify and evaluate potential contractors and/or specialists for the construction of the project.

G2. Services:

- Record the Client's agreement to proceed with this stage of the work
- Assist Client in determining the preferred bidding process
- Consult with Client regarding building contract issues such as insurance, bonds, liquidated damages and other issues affecting the construction of the project
- Issue relevant bid documents electronically to the prospective contractor(s) describing the scope of works and to enable bids to be obtained for construction
- Assist Client in determining the preferred bidding process
- Identify up to 3 qualified bidders (General Contractors) (interviewing, checking references, etc. as required)
- Conduct pre-bid conferences
- Issue addendums and respond to Contractor's RFI's
- Evaluate/equalize the bids, including obtaining further clarification from General Contractor
- Provide the Client with a recommendation to award the contract, awarding the contract
- Prepare AIA contracts for review and modification by the Client's Counsel
- Review and evaluate the Contractor's construction schedule

H. Construction Contract Administration Assistance and Observation (Not Included)

H1. Services:

- Record the Client's agreement to proceed with this stage of the work
- Make periodic site visits and report on the progress of the project
- Attend periodic site meetings (two per month)
- Respond to Client inquiries
- Provide the contractor with technical assistance to interpret drawings
- Review and comment on selected work procedures provided by the contractor
- Review and comment on selected shop drawings and product data provided by the contractor
- Check selected materials and components for compliance with contract documents (submittal review)
- Review mock-ups and work samples
- Assist Client in reviewing contractor claims for extensions of time and additional costs
- Instruct the contractor with regards to incomplete work and rectification of defects
- Assess, determine and, when required, issue notice of substantial completion
- Review and comment on Contractor's punch list
- Review and approve requisition of payments
- Review the final completed work



- Prepare project compliance documents for submission to the building department
- Interface with local building officials
- Maintain and online communication management system for the project for communication and file exchange (RFI's, ASI's, Submittals, etc.)

H2. Note: The above scope does not constitute a certified inspection. All Local, State, Federal mandated 'Special Inspections' or Third-Party Inspections' are provided by others and are not included in this proposal.

I. Post Construction Services (Not Included)

I1. This stage involves reviewing the work after completion for any omissions and/or defective work or materials.

I2. Services:

- Instruct the contractor with regards to incomplete work and rectification of defects
- Assess, determine and, when required, issue notice of final completion
- Develop a complete set of as-built drawings (as it relates to the scope above), including changes, amendments and additions based on Architectural Supplemental Instructions (ASI), Change Orders, and the General Contractor's 'Red-Lined' Record As-Built set.*

I3. *Note: The Architect or Engineer will not be responsible for physically confirming the information provided by the General Contractor, nor does this scope include physically confirming the changes. These As-Built services are only for 'Hard-Lining' the changes that our office has been informed of in writing by others, and only for the scope of work under this agreement.

J. Additional Services

J1. This section describes additional services that the project or Client may require.

J2. Services:

- 3D Scanning Services:
 - a. Pre-Construction, Existing Conditions As-Built Building Scan
 - b. Pre-Insulation, Point-In-Time Construction As-Built Building Scan
 - c. Post Construction, As-Built Building Scan
 - d. Deliverable: Scalable 3D Point Cloud Model with Hi-Definition images, including JetStream Viewer file. Revit or AutoCAD Model by others.
- Assisting the Client with Furniture Selection & Procurement
- Design of Interior/Exterior Signage & Assisting the Client with Procurement (sign vendor hired directly by Owner)
- Design of interactive displays only as they relate to the interior design of the overall space. Technical design, coordination, and installation of interactive displays to achieve the Client's desired outcome are by others (I.T. Vendor, A/V Vendor, Electronics Manufacturer, etc.)
- Artwork consultation and assisting the Client with procurement
- Window Treatment selections and assisting the Client with procurement
- Custom furniture design or 'built-in equipment' (ex: reception desk) and assisting the Client with procurement
- Design of display structures/cases, racking, sculptures, specialty lighting display components, etc.
- Design of audio/video (A/V) system component locations, wiring, or controls
- Automation design/coordination
- Design of LAN/voice and security system component locations, wiring, or controls
- Acoustical analysis and design
- Network cabling and design
- Geotechnical Engineering services for the building pad and pavement
- Specialty Consultants (kitchen, pool, etc.)
- Sustainability/LEED design

- Civil/Planning Board municipal assistance (exterior elevations with pictures, exterior material sample board, exterior signage plan, exterior lighting plan, etc.)
- Exterior and Interior Renderings
- Viewshed Studies and Renderings
- Story Board presentation documentation
- Municipal meetings (formal and informal)
- Acoustical Studies or Engineering
- Air Quality Studies
- Historic/Cultural Resource Assessments
- Radiant Heating of Exterior Grade Paving
- Application to the Town for Signage
- Design of Water Treatment System for potable water
- Physical 3D Models
- Calculations/submissions demonstrating compliance with envelope section for the applicable energy code
- Building energy simulation analysis/modeling
- Design/Documentation of an emergency Generator
- Detailed Cost of Construction Estimates

K. Additional Clarifications

- K1. Pre-Engineered Metal Building:** Structural engineering on Pre-Engineered Metal Building (PEMB) buildings is for foundations/slab design only and shall be based on reactions provided by the PEMB manufacturer. Engineering or coordination of the PEMB is not included in this proposal.
- K2. Green Design:** Our office designs with environmentally responsible products and works toward higher levels of energy efficient design; however, our services do not include tracking or meeting specific LEED Green Building Standard requirements as outlined by the USGBC. Any LEED research, documentation, or submissions are specifically excluded from this proposal agreement; however, these services may be rendered as an additional service with prior written approval.
- K3. Consultants:** Our office shall work with a specified consultant to design specialty items (commercial kitchen, pools, etc.).
- K4. Geotechnical Engineering:** Geotechnical Engineering Analysis is for the building pad and pavement. This includes the following:
- Review of any geologic and soils literature available for the site.
 - Field layout of the test borings and test pit locations.
 - Notification of the State's respective 'Call Before You Dig' system.
 - Test boring inspection.
 - Completion of (x) test borings and four (4) test pits.
 - Any laboratory work required to complete the geotechnical report
 - Preparation of a geotechnical report which will contain the following information:
 - The recommended foundation system
 - The recommended allowable bearing capacity for the foundation system
 - Geotechnical parameters for floor slab design
 - Reporting of the ground water elevation at the time of drilling
 - Estimates of total and differential settlements
 - If required, recommendations for site remediation
 - A discussion on the suitable use of existing site soils
 - The seismic site classification as per IBC. A detailed, site specific, seismic analysis is not included. If required, a specific seismic study can be completed at additional fee.
 - Lateral earth pressure parameters for retaining wall design.
 - Storage of the soil/rock samples for 60 days. After 60 days, the samples will be discarded.

- K5. **Signage:** Signage details and documentation, including signs to be mounted on the building, are to be prepared and submitted by the signage vendor, hired directly by the Owner.
- K6. **Revisions:** Revisions to these documents may be required by the building department, which is beyond our control. Any such revisions will be performed under the scope of services outlined in the Construction Administration portion of this Scope of Work Proposal (2.06).
- K7. **Additional Site Visits:** If additional site visits are required, these will be conducted as needed and billed as indicated in the compensation portion of this proposal.
- K8. **Contract References:** See AIA B104-2017 for a complete description of Construction Administration Services.

L. Civil Engineering & Design

- L1. **Preliminary Mapping and Information Gathering:** CED shall assemble available mapping for the base map of the property. Mapping shall be acquired from the following sources: the client (as available), County GIS, NYSDOT mapping, NRCS Soil Mapping, Municipal Tax Maps, utility mapping (as available), Town Zoning Map, Federal Wetland Mapping, USGS mapping, FEMA Flood Mapping, etc. CED shall make a written inquiry to the New York State Department of Environmental Conservation (NYSDEC) for the verification of the presence of protected plant or animal species on the given parcel, state wetlands and/or protection of waters permit necessary for development. This task also includes a request to the State Historic Preservation Office (SHPO) to review the project site for any potential concerns regarding impacts to Archaeological or Cultural Resources.
- L2. **Preliminary Wetlands Assessment:** Prior to commencing preparation of a Conceptual Site Plan, an ecologist (wetland scientist) from CED will perform a site inspection to determine if any Federal and/or State regulated freshwater wetlands/waters are present on the potential project site. CED will determine the approximate location of wetlands found to be present and, if possible, will make a preliminary determination of the jurisdictional status of those wetlands. Our findings will be presented in a letter report and the approximate wetland/waters boundary (if any) will be shown on available mapping. Should this location be determined to be too wet (unbuildable), the client may wish to direct the ecologist to investigate an additional or an alternate location.
- L3. **Conceptual Site Plans:** Utilizing mapping compiled above, a base map of the project site will be prepared and CED shall determine the current site constraints. These items include the existing environmental (i.e. wetlands, slopes, floodplain, etc.) and legal site constraints (i.e. zoning district boundaries, rights-of-way, use bulk requirements, etc.) which may restrict development of the site. The remaining areas not encumbered by these constraints will depict the buildable areas for site development. With the buildable areas determined and a building footprint from the project architect, CED shall develop one (1) Conceptual Site Plan for the project site. These Plans shall consider an estimate of the land area required for Stormwater Management or determination of same is not required, potential locations for water & sewer Service connections to municipal facilities or on-site water or sewer facilities. These plans shall be prepared for client review and approval.
The preparation of any revised and/or additional Concept Plans will be billed on an hourly basis or for an additional lump sum fee. Advancing design plans beyond Conceptual shall be prepared under a separate proposal.

- L4. Preliminary Septic Suitability:** CED proposes to perform preliminary soils investigations for a proposed project site if connection to an adjacent municipal sewer service is not an option. The following testing is proposed:

Percolation Testing

CED will perform percolation tests on the property noted above to determine the suitability of the soils in accordance with the County and/or New York State Health Department requirements.

Deep Test Pit Observation

CED will observe deep test pit excavations on the property noted above. The property owner shall arrange, and separately pay an excavation contractor to excavate the test pits.

Preparation for testing, actual field testing and summary of results will be on an hourly basis.

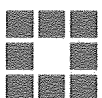
Note: In some instances, additional site evaluation and/or testing may be required for the design of a septic system. Additional services may be warranted by the discovery of unfavorable or limiting soil conditions. Examples of additional site evaluation and/or testing would include, but not be limited to: high water table, discovered impermeable soil layers, excessively coarse soil layers and/or bedrock, to identify a few. Such additional testing shall be invoiced hourly in accordance with the attached rate schedule.

- L5. Project Management:** Coordination and meetings with the client team and agencies (including with other consultants) will be billed hourly in accordance with the Schedule of Hourly Rates in effect.

Communications: The intensity, methods, and frequency of communications required to complete a project varies from client to client, and from project to project, but is essential to expediting the project successfully. As it is not possible to determine the scope of services required for this effort prior to the commencement of services, we will provide these services on a time and material basis as needed.

Services under this effort will include, but may not be limited to:

- Telephone and conference calls re: project status and/or follow up with review agencies;
- General email review and generation related to project advancement;
- Status updates and reporting; and
- Correspondence and coordination with governmental agencies having jurisdiction over the project.



A. Definitions

A.1 ADG: Jason T. Anderson Architect, P.C. dba Anderson Design Group – Architecture, Planning, Interiors.

A.2 A/E: Architect/Engineer or Architectural/Engineering.

A.3 Agreement: the agreement between the Client and the Architect consisting of **Parts 1, 2, 3 and 4** of this document and all attachments listed.

A.4 Architect (AR), (AOR): The person, company or firm identified as the Architect in **Part 1** of this Agreement, including their Sub-Consultants.

A.5 Architect's Consultant: A person, company or firm appointed by the Architect to perform professional services in connection with the Project.

A.6 Client: The person, company or firm identified as the Client in **Part 1** of this Agreement.

A.7 Construction Cost/ Budget: The latest professionally prepared estimate for the final cost of constructing all elements of the Project designed or specified by the Architect, including:

- Any contingencies for changes in work or design reserve cost allowances
- The cost of any equipment and/or materials provided (as if new) or to be provided by the Client to a contractor for installation during construction of the Project
- Any direct costs carried out by, or on behalf of, the Client
- Provision for contractor's profit and overheads.

The Construction Cost shall not include:

- Sales, property, use, VAT, GST, (or other applicable tax)
- Design fees or Municipal fees
- Cost of the land
- Any loss and/or expense payments paid to a contractor
- Any liquidated damages deducted by the Client
- The costs of resolution of any dispute
- The Client's legal and in-house expenses.

ESTIMATE CLASS	PRIMARY CHARACTERISTIC	SECOND CHARACTERISTIC		
	LEVEL OF PROJECT DEFINITION Expressed as % of complete definition	END USAGE Typical purpose of estimate	METHODOLOGY Typical estimating method	EXPECTED ACCURACY RANGE Typical variation in low and high ranges*
Class 5	0% - 2%	Concept Screening	Capacity Factored, Parametric Models, Judgment, or Analogy	L: -20% -50% H: +30% - +100%
Class 4	1% - 15%	Study of Feasibility	Equipment Factored or Parametric Models	L: -15% -30% H: +20% - +50%
Class 3	10% - 40%	Budget, Authorization, or Control	Semi-Detailed Unit Costs with Assembly Level Line Items	L: -10% -20% H: +10% - +30%
Class 2	30% - 70%	Control or Bid/Tender	Detailed Unit Cost with Forced Detailed Take-Off	L: -5% - -15% H: +5% - +20%
Class 1	50% - 100%	Check Estimate or Bid/Tender	Detailed Unit Cost with Detailed Take-Off	L: -3% - -10% H: +3% - +15%

*Note: The state of process technology and availability of applicable reference cost data affect the range markedly. The +/- value represents typical percentage variation of actual costs from the cost estimate after application of contingency (typically at a 50% level of confidence) for given scope.

A.8 Fee Proposal: The fee structure set out in **Part 1** of this Agreement that is payable to the Architect as agreed by the Client and the Architect.

A.9 Hourly Rates: The hourly charge-out rates of the Architect set out in section G of **Part 1** of this Agreement.

A.10 Materials: Architect's work product, including all designs, drawings, models, plans, specifications, photographs, reports and electronic media.

A.11 (MEP) (PER): Mechanical, Electrical, Plumbing, Fire Protection Engineer or Engineering.

A.12 Owner's/Client's Consultant: A person, company or firm appointed by the Client to perform professional services in connection with the Project.

A.13 Party, Parties: Either or both of the Architect and the Client.

A.14 (PEMB): Pre-engineered metal building manufacturer.

A.15 Program: Statements, plans, drawings, blueprints, charts and other materials and documents assembled by the Client with the Architect's assistance to summarize the Client's initial requirements, to address the Client's preferences and priorities, and to summarize the impact of context, environment and prevailing legislation at the time of signing this Agreement.

- A.16 Project:** The project identified in **Part 1** of this Agreement, more specifically detailed in **Sections B and C of Part 1** of this Agreement.
- A.17 Project Schedule:** The period of time agreed to by the Client and the Architect for completion of the Services as set out in **Section G of Part 1** of this Agreement.
- A.18 (S) (PER):** Structural Engineer or Engineering.
- A.19 Services:** The Services to be performed by the Architect as specified in this Agreement. Services may be varied by the Client in accordance with this Agreement.
- A.20 Site:** the premises where the Works are to be carried out.
- A.21 Works:** any permanent or temporary structure, building, fixture or access constructed or required to be constructed on the Site as part of the Project.

B. Architect's Obligations

- B.1** The Client and the Architect shall work together in a spirit of mutual trust and cooperation. In relation to the Services, either Party shall advise the other upon becoming aware of:
 - B.1.1** A need to vary the Services, the Project Schedule or Construction Cost, the fees and/or any other part of this Agreement
 - B.1.2** Any incompatibility with any of the Client's requirements in the Program or between the Program, any Client's instructions, the Construction Cost, the Project Schedule and/or the approved design or any need to vary any part thereof
 - B.1.3** Any information or decisions required from the Client or others in connection with the performance of the Services
 - B.1.4** A need to engage consultants or other persons to design or carry out any part of the Works or to provide specialist advice or additional inspection services in connection with the Project, and the Parties shall agree how to deal with the matter.
- B.2** The Architect shall provide the Services set forth in this Agreement exercising a reasonable level of skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.
- B.3** The Architect shall perform the Services with due regard to any schedule, including the Project Schedule, and/or budget agreed with the Client. Notwithstanding the aforesaid, the Architect does not warrant that the Services or the Project will be completed in accordance with any such schedule or budget, nor does the Architect warrant that approvals from third parties will be granted. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

- B.4** The Architect and/or his Consultants will not design to a fixed budget. The Architect shall meet the Standard of Care and shall exhibit due diligence in preparing design documents and construction documents that generally take in to account the owner's anticipated budget, however, the Architect shall not be responsible for designing to a fixed budget and shall not be responsible for market conditions or any other factors that result in construction costs that are contrary to the Client's and/or Contractor's budget and pricing assumptions.
- B.5** It remains the General Contractor's responsibility to build as per the approved/permitted construction documents and to notify the Architect/Engineer of Record of any deficiencies, errors, omissions, concerns, etc. The Architect and/or his Consultants shall not be responsible for construction or site safety. The Architect and/or his Consultants shall not be responsible for costs associated with any work that may result from the site inspection findings.

C. Client's Obligations

- C.1** The Client shall supply the Architect with the requested items to develop the Program and shall advise the Architect of the relative priorities of the Program, the Construction Cost and the Project Schedule by way of meetings and written directions or communications as necessary to ensure complete understanding of such Project priorities by the Architect. The Client shall provide the architect with all criteria and full information as to the client's requirements for the project, including design objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations.
- C.2** The client shall provide said information through the use of the Architect's requested forum. Access to this will be given to the Client upon signed contract and receipt of required retainer.
- C.3** Unless specifically indicated otherwise, the Client will directly engage all other consultants required by the Project which may include, but is not limited to: cost consultant, landscape architect, engineers and surveyors. The Client will require that said Consultants maintain professional liability insurance as appropriate to the services provided. Upon the Architect's request the Client shall furnish the Architect with copies of the Consultant's scope of service.
- C.4** The Client shall directly engage the contractor and where required subcontractors and require that said contractor and subcontractors maintain professional liability insurance as appropriate to the services provided. Upon the Architect's request, the Client shall furnish the Architect with copies of the contractor's and subcontractors' scope of services.
- C.5** The Client shall hold each such Consultant/subconsultant/contractor/subcontractor, however contracted, and not the Architect, responsible for the proper performance of their services and shall require such other Party(s) to cooperate with the Architect to enable the Architect to properly and effectively perform the Services.

- C.6 Where decisions are required of the Client, such decisions shall be given in a reasonable time to the Architect to enable the Architect to perform the Services properly and in a timely manner.
- C.7 The Client shall commit adequate resources to the Project to enable the Architect to perform the Services properly and in a timely manner.

D. Fees

- D.1 The Client must pay to the Architect, in accordance with **Part 1** of this Agreement, all fees due plus applicable taxes and expenses as specified in **Part 1** of this Agreement. The Fee Proposal is based on the Project Schedule stated therein. If the Services covered by this Agreement have not been completed within the period allowed under the Project Schedule through no fault of the Architect, an extension of the Architect's Services beyond that time shall be compensated as additional services and chargeable by the Architect on an hourly basis at the Hourly Rates.
- D.2 In addition, the Fee Proposal covers only the Services set out in this Agreement. **Any additional services required to be performed by the Architect over and above such Services shall also be chargeable on an hourly basis at the Hourly Rates.** The Architect shall advise the Client as soon as practicable that additional services have been, or are being, carried out and that, as a consequence, additional fees are payable.
- D.3 All fees are to be paid within **28 days** of invoice. Amounts due under an invoice and not paid within the period stated above will be subject to interest at a rate of **12%** per annum. Interest will be applied pro rata on the outstanding balance by dividing the rate by 365 to obtain a daily rate and multiplying that percentage by the number of days the balance is overdue. If the fees are not cleared in the Architect's bank account by the due date, the Architect does not guarantee to continue to provide the Services.
- D.4 Where, for any reason, the Architect provides only part of the Services set out in the Agreement, the Architect shall be entitled to payment in full for all Services completed together with a fair and equitable proportion of the outstanding fee, to reflect the proportion of partial services completed.
- D.5 The Client may not deduct, reduce or withhold any payments due to the Architect under this Agreement by reason of claims or alleged claims against the Architect.

E. Copyright and License

- E.1 The Architect retains copyright in all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials and any other materials provided by the Architect in connection with the Project (**the "Materials"**).
- E.2 The Architect hereby grants, subject to payment of all outstanding fees due to the Architect under this Agreement, to the Client a non-exclusive, limited license to use and

reproduce the Materials for all purposes relating to the Project.

- E.3 The Architect shall have no liability for any use of the Materials other than that for which the same were originally prepared and provided and then only to the extent provided in this Agreement.
- E.4 Such limited license shall, in any case, not extend to the Client developing (whether itself or through a third party) any models or merchandise based on the Materials. Any such activity would be subject to separate terms, including an entitlement of the Architect to suitable royalties.
- E.5 If the Architect rightfully terminates the Agreement for causes as specified in **Section K**, the license granted under section F will be revoked.
- E.6 Due to State Professional Licensing Requirements and subsequent liability risk, it is understood that the architect of record (AR) and that the professional engineer of record (PER) maintain copyright ownership for the intellectual property contained within the documents prepared for this contracted project, and that while the Client shall receive a complete set of documents at the conclusion of the project, these documents may not be used for any other purpose other than this project. The Client shall own all documentation for the above referenced project, for use on this project. Any modification or reuse of these materials, for other than this contracted project, is strictly prohibited and subject to prosecution.
- E.7 **Electronic Media:** By signing this document, the Client acknowledges that the only copies of documents that may be relied on are the printed hard copies with an original seal and signature by the Licensed Design Professional. Electronic media will only be provided for an expressed purpose relating to this specific project, and are only being provided for the convenience of the Client and/or Contractor. Acceptance of this proposal indicates that the Client recognizes that designs, plans and data stored on electronic media (including but not limited to, FTP website, computer disk, magnetic tape, CD Rom disk or e-mail) may be subject to undetectable alteration and/or uncontrollable deterioration. The Client therefore agrees that Jason T. Anderson Architect, P.C. dba Anderson Design Group - Architecture, Planning, Interiors (AR), and the PER, shall not be liable for the completeness or accuracy of any material provided through electronic media. The Client also agrees that such data may not be relied on, and that it is the Client's responsibility to confirm that the electronic information matches the printed plans.
- E.8 In the event that an unauthorized use of these materials is caused or promulgated by the Client, the Client agrees to defend, indemnify, and hold harmless the AR or PER from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or use of this information by themselves or any third party. Additionally, the Client agrees to indemnify, defend, and hold harmless the AR or PER for all claims arising from the use of the electronic information by themselves or a third party.

section G in respect of any fact, matter or circumstance giving rise to the liability.

F. Publicity

- F.1** The Client shall, where required by the Architect and subject to **Section E above**, in any publicity relating to the Project, credit the Architect as architect.
- F.2** The Architect shall be entitled to royalties on any invention, new product or exploitation of any images arising out of the Services and/or the Materials.
- F.3** With the Client's approval of the specific photographs, the architect shall have the right to photograph the project covered by this agreement and to use and publish the photos in the promotion of their professional practice through advertising, public relations, brochures or other printed or online marketing materials. The Client also agrees to cite Jason T. Anderson Architect, P.C. dba Anderson Design Group - Architecture, Planning, Interiors in its publicity, job site signage, presentation, and public relations activities when mentioning this project.

G. Insurance

- G.1** The Architect shall take out and use reasonable endeavors to maintain the following insurances for the duration of the period of liability referred to in **clause G.2**:
 - G.1.1** Professional Liability Insurance in the sum of not less than \$2,000,000 per-claim / \$3,000,000 aggregate
 - G.1.2** General Liability insurance in the sum of not less than \$2,000,000 per-occurrence / \$4,000,000 aggregate
 - G.1.3** Workers' compensation and employer's liability insurance in the sum of not less than \$1,000,000
- G.2** The insurance described in G.1 shall remain in effect for a minimum of three (3) years after substantial completion. Certificates of Insurance are available upon request.
- G.3** Jason T. Anderson, Architect P.C. dba Anderson Design Group - Architecture, Planning, Interiors shall be added as an additional insured on the Client's general liability policy, the Client's umbrella policy, the Contractor's general liability policy, and the Contractor's umbrella policy.

H. Liability

To the maximum extent permitted by law:

- H.1** Subject to the remaining clauses of this section, the Architect's total liability to the Client under this Agreement (including the performance or non-performance of the Services), whether under the law of contract, in tort, in equity, under statute or otherwise, is limited to the maximum amount (after deducting any excess payable) the Architect is entitled to recover under any of the contracts of insurance set out in

- H.2** To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Design Professionals and the Design Professional's respective officers, directors, partners, members and employees from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, and expenses are caused by the Client, or anyone other than the Design Professional.
- H.3** In recognition of the relative risks and benefits of the Project to both the Client and Jason T. Anderson Architect, P.C. dba Anderson Design Group - Architecture, Planning, Interiors (AR), the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the AR and its officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, and expert-witness fees and costs, so that the total aggregate liability of the AR and its officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the amount of the available Professional Liability Insurance. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless prohibited by law.

I. Assignment

- I.1** Neither the Architect nor the Client shall assign the whole, nor any part, of the Agreement without the consent of the other in writing. Such consent shall not be unreasonably withheld.

J. Termination or Suspension

- J.1** In the event of a material breach by the Architect of its obligations under this Agreement which has not been cured within 15 days from the written notice given by the Client specifying the nature of the breach, the Client may suspend the performance of any or all of the Services, by giving not less than 7 days written notice to the Architect, specifying the service or services to be suspended.
- J.2** The Architect may suspend performance of the Services and its obligations under this Agreement by giving 7 days written notice to the Client of the intention to do so and the grounds for doing so, in the event that the Client is in default of payment of any fees, or other amounts due, or is otherwise in default of its obligations hereunder. When the reason for the suspension is removed or resolved, the Architect shall resume performance of the Services and its obligations.
- J.3** If any period of suspension arising from a valid notice served either by the Client on the Architect, or served by the Architect on the Client, exceeds 6 months, the Architect shall be entitled to treat this Agreement as being terminated with immediate effect.

J.4 The rights to terminate this Agreement shall not prejudice any other right or remedy of either Party in respect of any breach or cause of action accrued at the date of termination.

K. Dispute Resolution

K.1 The Parties shall seek to resolve any dispute or difference arising under this Agreement in good faith.

K.2 If the Parties cannot resolve such dispute or difference within 7 days of either Party serving notice on the other that a dispute has arisen, then either Party may submit the dispute to mediation by delivering to the other a written proposal of mediation.

K.2.1 A proposal of mediation must state the name of the mediator accredited by an appropriate professional body in the state or territory of the law that applies; who is independent and willing to act.

K.3 If the Parties are unable to agree on the choice of a mediator, or if the chosen mediator is unable or unwilling to act, then within 7 days after the proposal is delivered, the president of the chapter of the American Arbitration Association in the place of the law that applies, must be requested to nominate a mediator.

K.4 Any agreement between the Parties shall be recorded in writing and, once signed by representatives of the Parties, shall be binding on the Parties.

K.5 The Parties will bear their own costs of preparing and submitting evidence to the mediator. If the mediator finds that the mediation has been initiated or conducted frivolously or vexatiously then the mediator shall have the power to order the Party so initiating or conducting the mediation to pay the reasonable costs of the other Party for preparing for and attending the mediation. If such costs cannot be agreed, then these costs will be assessed by the mediator whose decision shall be binding on the Parties.

K.6 If the Parties are unable to resolve the dispute or difference by mediation, confirmed by the mediator in writing, any dispute or claim that cannot be resolved by mediation arising out of or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), will thereafter be exclusively (except as provided below) resolved by binding arbitration before the American Arbitration Association (“AAA”) before a single mutually-agreeable neutral arbitrator. The arbitrator will not award attorney’s fees, or punitive, indirect, incidental, special, consequential, treble or other multiple or exemplary damages, and the Parties hereby agree to waive and not seek such damages. All costs of arbitration shall be borne by the losing party. The losing party shall be the party designated as such by the arbitrator. In the event both Parties prevail on certain issues and lose on others the arbitration costs shall be apportioned between the Parties in any manner the arbitrator orders. Either Party may seek judicial relief to compel the other Party to comply with the provisions of this clause **K.6** or seek injunctive or other equitable relief as long as (unless prohibited by applicable law) the remainder of the dispute or claim is submitted to arbitration. The arbitration will be held in

the State of New York, County of Orange. Both Parties hereby give their irrevocable consent to the processes of the AAA in New York as well as the jurisdiction of the courts of New York for enforcement purposes. Awards will be final, binding and non-appealable (except on the minimal grounds required under the U.S. Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign, having jurisdiction over the Party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

L. General

L.1 The law applicable to this Agreement shall be the law of the state of the Architect’s address stated in this Agreement other than with respect to its conflicts of laws principles.

L.2 The Architect shall be entitled to rely upon the accuracy and completeness of:

- the information furnished by the Client and
- the Client’s approvals.

L.3 The Architect is not responsible for ensuring the Project complies with the building contract documents, but when engaged for contract administration services, is required to instruct the building contractor regarding requirements of the building contract documents, according to the contract terms.

L.4 The Architect gives no express or implied warranty that the Project is fit for the Client’s purpose.

L.5 Any natural materials selected for the Project may change in appearance and dimension following exposure to use or climatic conditions and this is normal behavior for such materials.

L.6 The Architect shall not be responsible for the identification, removal testing and/or certification of removal relative to any hazardous substance including, but not limited to, asbestos, PCB’s Petroleum, Hazardous Waste and similar substances. Both parties acknowledge that the Architect’s scope of services does not include any items related to a Hazardous Environmental Condition.

L.7 Upon the completion of the Project, the Client is responsible for ongoing and regular maintenance of the Project, including its systems, finishes and equipment.

L.8 Nothing makes ineffective, or reduces, any protection at law from liability which the Architect is entitled to in the state of the applicable law.

L.9 This Agreement supersedes all prior agreements, written or oral, relating to the Services for the Project, and does not apply to any services provided by the Architect before the formal execution of the Agreement.

L.10 Unless otherwise provided in the Agreement, no modification or waiver of any of the provisions, or any future representation, promise or addition shall be binding upon the Parties unless made in writing and signed by both the Parties.

M. Notice of Defects

- M.1** If, during the term of the Agreement or after completion of it, the Client becomes aware of any problem with the design, fault or defect in the Project, or non-compliance with the Project's contract documents, the Client must promptly, but not later than 7 business days after becoming aware of it, notify the Architect about it in writing. If the Client does not do this, the Client will be treated as having waived any claim the Client may have against the Architect (in contract, tort or otherwise) in relation to the problem, fault or non-compliance.
- M.2** It remains the General Contractor's responsibility to build as per the approved/permitted construction documents and to notify the Architect/Engineer of Record of any deficiencies, errors, omissions, concerns, etc.
- M.3** ADG shall not be responsible for construction or site safety.
- M.4** ADG shall not be responsible for costs associated with any work that may result from the site inspection findings.

N. AIA Basis of Agreement

- N.1** The AIA B104-2017 Standard Form of Agreement Between Town of Newburgh (Client) and Jason T. Anderson, Architect P.C. dba Anderson Design Group - Architecture, Planning, Interiors, AR, and the PER, ("Architect") and its assigns, latest edition, shall serve as the basis for agreement and is incorporated herein by reference. Upon approval of this Scope of Work/ Proposal Letter, a formal B104 contract will be prepared and this proposal will be incorporated as an attachment to the contract. The AIA A201-2017 General Conditions for the Contract for Construction, latest edition, shall serve as the basis for the primary construction agreement and is incorporated herein by reference.

O. Schedule

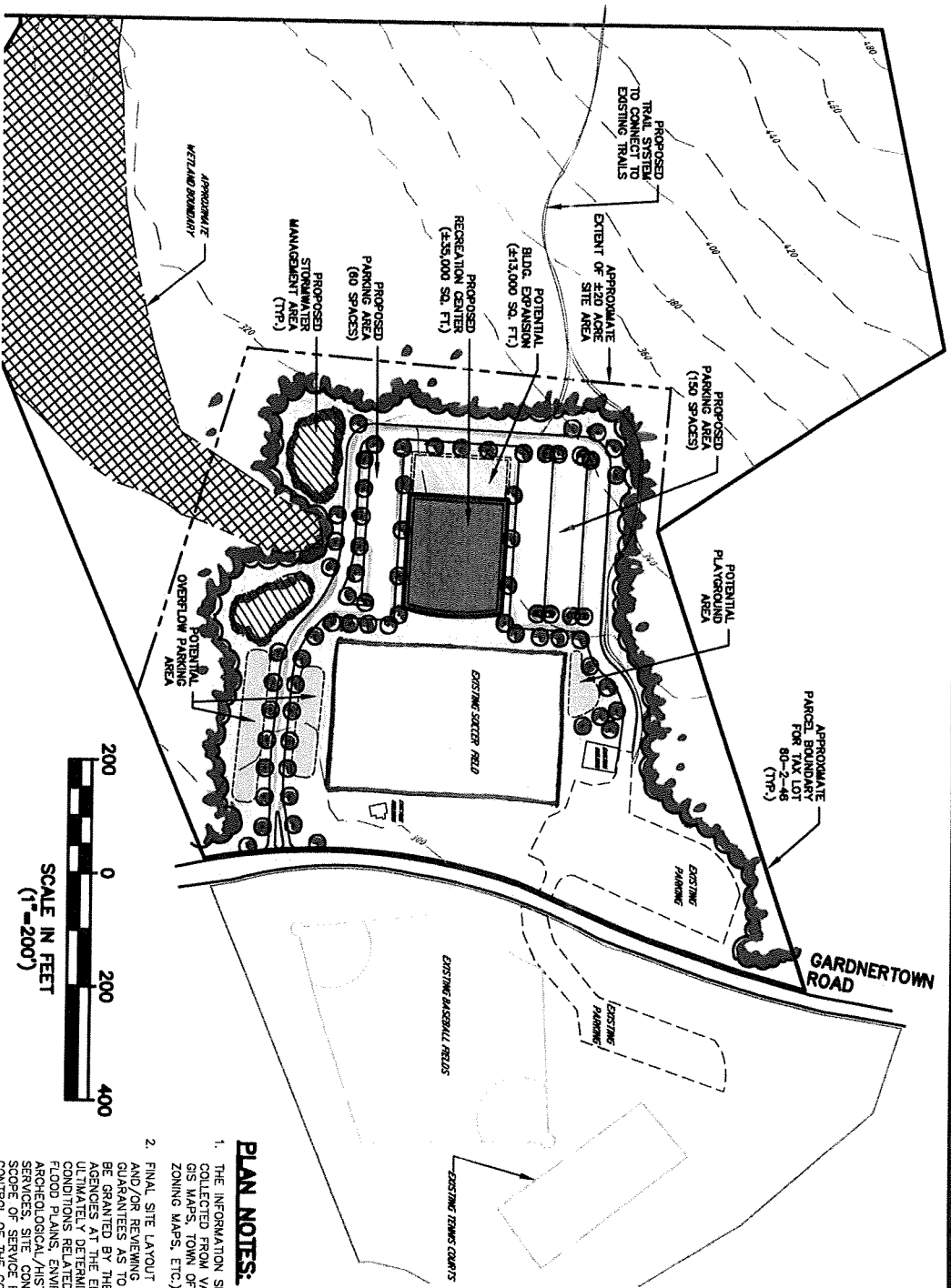
- O.1** We are prepared to commence work on this project within fourteen (14) business days of receipt of written authorization to proceed. Upon our commencement, we shall begin to define a mutually acceptable schedule for the delivery of A/E documents for this project. Any schedule presented by ADG during the proposal phase is for discussion purposes only and is intended to give an idea of what a design/construction schedule might look like. A final design schedule can only be agreed upon once preliminary design is approved and signed off on by the Client. ADG is not responsible for scheduling delays beyond their control, including, but not limited to, delays caused by review time, Client requested changes, building code issues, submission reviews & responses, etc.

- O.2** This Proposal will remain in effect for a period of forty-five (45) days from the date of issue. After that date, the Architect will be afforded the opportunity to revise fee schedules to account for changes in salaries and other related costs. Should you find this proposal is acceptable, kindly sign where indicated and return one executed copy for our records.

P. Services Not Included

- P.1** All work which falls beyond the above stated Scope of Services will be billed additionally at our hourly rates. No additional services will be performed without the prior written consent, review and approval of the Client. Unless otherwise explicitly stated above, Additional Services include, but are not limited to, the following:
- Civil Engineering and Site Planning Services, unless explicitly stated in fee proposal
 - Environmental Testing of On-Site Materials
 - Phase I or Phase II Environmental Assessment Study & Characterization
 - Land Surveys (i.e. boundary, topographical, existing conditions, etc.)
 - Draft or Final Environmental Impact Statement
 - Endangered/Threatened Species Habitat Assessment
 - DOT Road Permits
 - Wetland Assessment/Delineation
 - Documentation and Representation for Variances (ZBA)
 - Fees associated with Filing of Town Approved Maps
 - Services related to the Design and/or Submission for SPDES Permit
 - Department of Health (DOH) Submissions
 - Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site
 - Redesign after Preliminary Approval has been received from the Planning Board
 - Flood plain analysis and Flood Hazard Area Application
 - Site or Roadway Improvement plans for off-site roadway/intersection improvements
 - Application fees and escrow deposits to the municipality or to any regulatory review agencies
 - Land Use Attorney Fees
 - Municipal applications, EAF, etc.
 - Traffic Studies, Stream Analysis, etc.
 - Building:
 - Full Architectural/Structural/Mechanical/Electrical/Plumbing/Fire Protection Design or Construction Documentation
 - Design/Documentation of a Fire Pump
 - As-Built Surveying
 - Deep Foundation Design Due to Unstable or Non-Uniform Soils
 - Redesign after Construction Documents are approved by the Client
 - Detailed Computation and Analysis of any existing Structural, HVAC, Plumbing, Fire Protection, or Electrical Systems being reviewed

- Process Engineering (Owner or Tenant), including, but not limited to, design, layout or coordination, including life safety components therein
 - Design of reinforcing of an existing structure to support loads created by new addition
 - Lightning protection
 - Preparation of General Contractor's construction coordination or field drawings
 - Continuous on-site engineering during the construction phase of the project
 - Grant related work
 - NYSERDA related work
 - Move Coordination
 - Design of the propane tank and/or tank farm
 - Costs associated with uncovering structural elements that are not accessible or do not show up on existing conditions drawings
 - Costs of lifts
 - Commercial Kitchen or Laboratory Design
 - Pool design/ Consultant
- Submissions:
 - Services related to submission to agencies beyond the local building department and planning board (including, but not limited to, Zoning Board, Town Board, DEC, DOT, DOH)
 - Submission for any permits, including zoning, building, historical, etc.
 - Testing:
 - Septic/Water/Well/SDS Testing and/or Evaluation
- Flow Test to determine the Flow and Pressure of the Water Service
 - 3rd Party Testing Services and Inspections, including 'Special Inspections'
 - Structural Testing of Existing Structures
 - Hazmat & Asbestos Abatement and Inspection
 - Any drilling, excavating, land clearing
 - Infiltration Tests and Deep Test Borings or Pits
 - Any Laboratory Fee
- Administration:
 - Interaction with Building/Planning Officials beyond the Local level (i.e. Interaction with State or Federal Officials)
 - Documentation and Representation for Variances
 - Weekly SWPPP Inspections during construction and the filing of a Notice of Termination with the DEC
 - Interaction, communication and/or submission to any historical review board
 - Re-Bidding the project to new or additional General Contractors
 - Bidding to anyone other than General Contractors (Vendors, Primes, Sub-Contractors, etc.), unless required by State Law
 - General:
 - Services related to any Fire or Water District
 - Field Measuring/Survey Work requiring Demolition
 - Royalties and/or permit fees (i.e. Building Permit, Zoning, etc.)



PLAN NOTES:

1. THE INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE AND WAS COLLECTED FROM VARIOUS AVAILABLE SOURCES (CLIENT MAPPING, GIS MAPS, TOWN OF NEWBURGH TAX MAP, TOWN OF NEWBURGH ZONING MAPS, ETC.).
2. FINAL SITE LAYOUT IS SUBJECT TO APPROVAL BY THE MUNICIPALITY AND/OR REVIEWING AGENCIES. MASER CONSULTING MAKES NO GUARANTEES AS TO THE FINAL SITE DESIGN THAT WILL ULTIMATELY BE GRANTED BY THE MUNICIPALITY AND/OR OTHER REVIEWING AGENCIES. AT THE END OF THE APPROVAL PROCESS, SITE DESIGN IS SUBJECT TO VARIOUS CONDITIONS, INCLUDING BUT NOT LIMITED TO: SOIL SLOPES, AMONG OTHER ARE SITE FLOOD PLANS, ENVIRONMENTAL CONDITIONS, WATER BODIES, ARCHEOLOGICAL/HISTORIC DISCOVERIES, AVAILABILITY OF UTILITY SERVICES, SITE CONTAMINATION, ETC., WHICH ARE BEYOND THE SCOPE OF SERVICE FOR THIS CONCEPT PLAN AND HENCE THE CONTROL OF THE CONSULTANT.

MASER CONSULTANTS, P.A.
 Consulting Municipal & Environmental Engineers
 Planners - Surveyors - Landscape Architects
 State of N.Y. Certificate of Authorization: 0000172

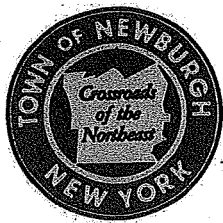
New Jersey New York Pennsylvania Virginia
 Customer Loyalty through Client Satisfaction

NEWBURGH OFFICE
 1907 Route 300
 Suite 101
 Newburgh, NY 12550
 Phone: 845.564.4495
 Fax: 845.564.0273
 email: sales@maserconsultants.com
 maserconsultants.com

TOWN OF NEWBURGH RECREATION CENTER
CONCEPT PLAN
 FOR
TOWN OF NEWBURGH
P/O TAX LOT
60-2-46

TOWN OF NEWBURGH ORANGE COUNTY NEW YORK

JOB NUMBER: 11001359P	DATE: 01/06/15
SCALE: 1"=200'	LATEST REVISION: ---
INDEX NUMBER: NB001258	DESIGN BY: JED
SHEET NUMBER: 1	of 1



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell
Chief of Police

Phone: (845) 564-1100
Fax: (845) 564-1870

June 23, 2021

To: Newburgh Town Board
Cc: Charlene Black, Personnel

From: Chief Donald B. Campbell

Subject: Part-Time Court Officer

I am requesting permission to begin the search for (2) part-time Court Officers. The increase in the responsibilities of the Court Officers at the Town Court and Town Hall has presented scheduling challenges.

Donald B. Campbell
Chief of Police



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

**Phone: (845) 564-1100
Fax: (845) 564-1870**

June 22, 2021

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Police consultation services

I am requesting permission from the Newburgh Town Board to utilize the services of The Dovinci Corporation as a law enforcement consultation service.

The company would serve on an as needed basis in the review of police department policies to ensure that our policies follow the most recent best practices, set forth by state and federal guidelines.

In addition, the company would supply an independent review of all Use of Force incidents to ensure that the use of force policy is adhered to and identify if policy changes are necessary or additional training is needed.

The Dovinci Corporation can also assist in applying for and managing asset forfeitures at both the state and federal level.

The Dovinci Corporation is owned and operated by a retired FBI special agent that has vast experience in asset forfeitures, policy review, hostage negotiation/de-escalation, and criminal investigations.

It is my opinion that having someone with this experience review our use of force incidents will help determine if all avenues of de-escalation were attempted, as well as identifying the need for policy changes and training needs. This also complies with the Town of Newburgh Police Reform and Reinvention Collaborative adopted by the Town Board this past March.

The cost of this service would be \$50 per hour on an as needed basis with services to be terminated by either party at any time.



TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550-2677

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Joseph P. Pedi
Town Clerk

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

DATE: June 22, 2021

TO: Gerald Canfield

FROM: Joseph P. Pedi, Town Clerk

RE: PROPOSED ROAD NAME

ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

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

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

DECISION: _____ DATE: _____

ACCEPTABLE ROAD NAME: Lincolnwood Lane

SECTION 20 BLOCK 1 LOT 24

PARCEL NUMBERS: _____ TO _____

FIRE DISTRICT: Middlehope Fire District

Location of Road: Fostertown Road

Sub-Division Name: Lands of Zazon

CODE COMPLIANCE SUPERVISOR

FW: Zazon Road Name

External

Inbox

pawelskic@pietrzakpfau.com

9:20 AM
(45
minutes
ago)

to me, David, pietrzakpfau, Vincent

Good morning Joseph,

As per phone conversation, see below for four potential road names for the Lands of Zazon proposed road on Fostertown Road. Please forward these to the Building Department and Fire Department and confirm their availability for use.

Thanks,

Caleb Pawelski
Engineer
Pietrzak & Pfau
Engineering & Surveying, PLLC
Goshen -- 845.294.0606
Monticello -- 845.796.4646
www.pietrzakpfau.com

From: David Farkas <david@goldscoreproperties.com>
Sent: Tuesday, June 22, 2021 9:10 AM
To: pawelskic@pietrzakpfau.com
Cc: pietrzakpfau@pietrzakpfau.com; Vincent Pietrzak <pietrzakv@pietrzakpfau.com>
Subject: Re: Zazon Road Name

Good morning Caleb. Here you with 4 names to represent for town

1. Lindenwood Lane
2. Crestwood Lane
3. Cherrywood Lane
4. Maplewood lane

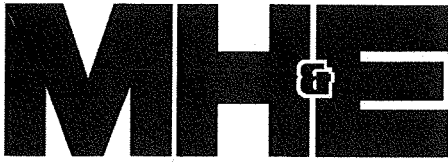
Thank you

To: 'David Farkas' <david@goldscoreproperties.com>
Cc: pietrzakpfau@pietrzakpfau.com <pietrzakpfau@pietrzakpfau.com>; Vincent Pietrzak <pietrzakv@pietrzakpfau.com>
Subject: Zazon Road Name

David,

I just spoke with the Town regarding the road names. The Town Clerk is requesting three potential names for use. He will present the road names to the Building Department and Fire Department to confirm they are available for use, and then have them confirmed by the Town Board.

Thanks,



CONSULTING ENGINEERS, D.P.C.

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

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

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

MB
12

Principal Emeritus:
RICHARD D. MCGOEY, P.E. (NY & PA)

11 June 2021

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, SUPERVISOR AND TOWN BOARD MEMBERS

**SUBJECT: RECOMMENDATION OF AWARD
ROSETON HEADWORKS MODIFICATION PROJECT
MHE JOB NO. 20-140**

Dear Supervisor Piaquadio and Board Members,

The Town of Newburgh received bids for the Roseton Headworks Modification Project on 8 June 2021. A total of four (4) bids were received and are outlined below:

Company Name	Bid Amount
Wittcon, Inc.	\$230,000.00
TAM Enterprises	\$295,000.00
Jorrey Excavating, Inc.	\$330,000.00
PK Songer Plumbing	\$346,250.00

Our office has contacted Wittcon, Inc. and discussed the project scope and schedule, and they understand the constraints and complexity of the work. We have contacted three (3) references provided by Wittcon, Inc. to our office for a similar type of work completed and they have all provided positive feedback.

It is our recommendation that, if funding permits, the Town of Newburgh award the Roseton Headworks Modification Project to Wittcon, Inc., in a base bid amount of \$230,000.00. If the Town of Newburgh so decides, and funding is available, a Notice of Award should be sent to the Contractor as soon as possible.

Should you have any questions regarding this recommendation or if you require additional information, please do not hesitate to contact this office.

Respectfully Submitted,

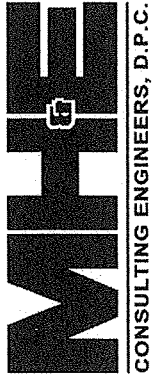
McGOEY, HAUSER & EDSALL
CONSULTING ENGINEERS, D.P.C.



Patrick J. Hines
Principal

PJH/kbw

Enclosure: Bid Analysis
Contractor Evaluations

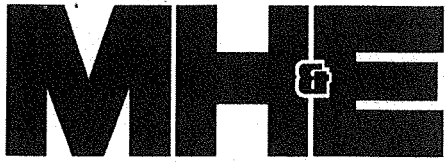


BID ANALYSIS SHEET

PROJECT: Roseton Headworks Modification OWNER: Town of Newburgh MHE Job # 202-140

BIDS RECEIVED: 8-Jun-21

ITEM	CLASSIFICATION	EST. QUANTITIES	UNIT	Witicon		TAM Enterprises		Jorrey Excavating	
				unit price	amount	unit price	amount	unit price	amount
1	Furnish all Labor, Material & Equipment for installation of new mechanical bar screen.....	LS	LS	\$205,000.00	\$205,000.00	\$271,250.00	\$271,250.00	\$325,000.00	\$325,000.00
2	Crushed Stone	25CY	CY	\$200.00	\$5,000.00	\$150.00	\$3,750.00	\$50.00	\$1,250.00
3	Allowance A-1		LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
16									
17									
18									
	Total				\$230,000.00		\$295,000.00		\$346,250.00
									\$0.00



CONSULTING ENGINEERS, D.P.C.

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

Main Office
33 Airport Center Drive, Suite 202
New Windsor, New York 12553
(845) 567-3100
fax: (845) 567-3232
e-mail: mheny@mhepc.com

Principal Emeritus:
Richard D. McGoey, P.E. (NY & PA)

PROPOSED CONTRACTOR EVALUATION

Contractor: Wittcon, Inc.
Project: 20-140 Roseton Headworks Modification
Contact: Darren Doetsch, P.E. of Pittingaro & Doetsch, PC
Telephone: 845-703-8140 **Email:** _____
Date: 6/11/2021 **MHE Staff Sign:** Quinn Mullarkey

General Performance:

Pretty good.

Time & Schedule:

Recent project not so good, but probably COVID related. All other times they have been good with timing.

Clean-Up:

Fine.

Extras & Change Orders:

Very reasonable. Dan can get hard headed if he feels the work was not included on the plans, but he will get it done.

Cooperation:

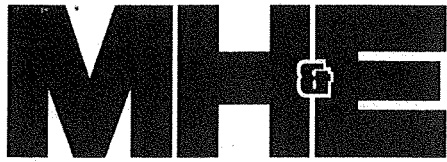
Pretty good.

Additional Comments:

They are small, but Dan is heavily involved. Has done 3/4 proj with them. Dan was an engineer so he is very knowledgeable about the work they do.

REGIONAL OFFICE

• 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • (570) 296-2765 •



CONSULTING ENGINEERS, D.P.C.

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

Main Office
33 Airport Center Drive, Suite 202
New Windsor, New York 12553
(845)567-3100
fax: (845) 567-3232
e-mail: mheny@mhepc.com

Principal Emeritus:
Richard D. McGoey, P.E. (NY & PA)

PROPOSED CONTRACTOR EVALUATION

Contractor: Wittcon, Inc.
Project: 20-140 Roseton Headworks Modification
Contact: John Davidson, P.E. of Brinnier & Larios, PC
Telephone: 845-338-7622 **Email:** _____
Date: 6/11/2021 **MHE Staff Sign:** Quinn Mullarkey

General Performance:

Fine

Time & Schedule:

Never had a problem

Clean-Up:

Very receptive

Extras & Change Orders:

Did extra work that they may not have charged for.

Cooperation:

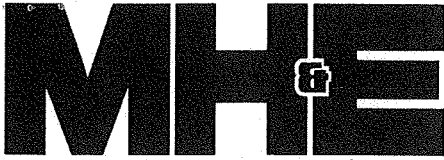
Very cooperative.

Additional Comments:

John said that he would recommend them for any job as they do it well. They also have experience with WWTPs and do them well. Also said if they need to come back in 6 months to complete something after the job has ended, they will.

REGIONAL OFFICE

• 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • (570) 296-2765 •



CONSULTING ENGINEERS, D.P.C.

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e-mail: mheny@mhepc.com

Principal Emeritus:
Richard D. McGoey, P.E. (NY & PA)

PROPOSED CONTRACTOR EVALUATION

Contractor: Wittcon, Inc.

Project: 20-140 Roseton Headworks Modification

Contact: Bipin Ghandi of Bipin Ghandi

Telephone: 845-294-5404 **Email:** _____

Date: 6/11/21 **MHE Staff Sign:** Quinn Mullarkey

General Performance:

Good

Time & Schedule:

Timely on everything. Shop Drawings also.

Clean-Up:

Good

Extras & Change Orders:

N/A

Cooperation:

Good working relationship with Dan.

Additional Comments:

No issue.

REGIONAL OFFICE

• 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • (570) 296-2765 •



TOWN OF NEW WINDSOR SUPERVISOR'S OFFICE

13

555 UNION AVENUE NEW WINDSOR, NEW YORK 12553
(845) 563-4610 FAX: (845) 420-6336
NEWWINDSOR-NY.GOV

GEORGE J. MEYERS, TOWN SUPERVISOR

June 21, 2021

Gilbert J. Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Inter-Municipal Loan of Equipment – Portable Generators

Dear Supervisor Piaquadio:

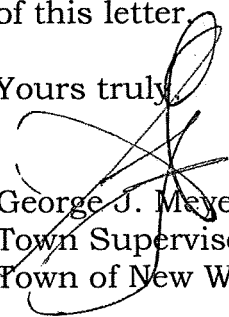
This will confirm the agreement between Town of New Windsor and Town of Newburgh for Town of New Windsor's sharing of its portable generator(s) with Town of Newburgh, on a temporary basis, without payment or consideration upon the request of the Town of Newburgh.

The portable generator(s) shall always be first available to Town of New Windsor. Therefore, assuming the generators are not in use by Town of New Windsor, the portable generator(s) will be available to Town of Newburgh, on a temporary basis at Town of Newburgh's request, on dates and times to be mutually agreed upon by the heads of our respective Water and/or Engineering Departments.

Prior to the loan of any portable generator, Town of Newburgh shall provide Town of New Windsor with a General Liability Acord naming Town of New Windsor as an additional insured on its policy, with respect to the use and operation of said portable generator(s). The coverage period shall commence as of the date of your signature and end December 31, 2021, or such earlier date as the Town of Newburgh's liability insurance coverage terminates.

Please indicate the Town of Newburgh's acknowledgement and agreement to the loan and insurance condition by signing and returning the enclosed counterpart of this letter

Yours truly,


George J. Meyers
Town Supervisor
Town of New Windsor

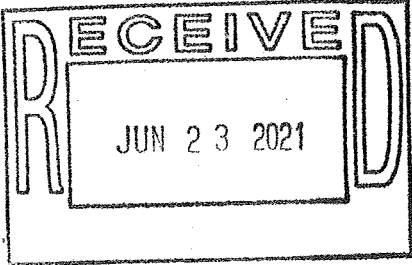
Acknowledged and Agreed:

Town of Newburgh

By: _____
Gilbert J. Piaquadio, Supervisor

GJM/jtm
Enc.

cc: John T. Finnegan, Comptroller
Michael W. Weeks, P.E.
John Egitto, Chief Operating Engineer, CAMO Pollution Control, Inc.





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

Attorney-Client privileged
MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SETTLEMENT OF TAX CERTIORARI (2015, 2016, 2017, 2018,
2019 AND 2020);
CHAPS PROPERTIES LLC (2015-2018) and ANDREW W.
SAYEGH AND MARIA J. SAYEGH (2019-2020) (3 PARR VALLEY
CONDOMINIUM UNITS AT 802 AND 1505 CORTLAND DRIVE
AND 207 PARR MEADOW DRIVE)
OUR FILE NO. 800.24

DATE: JUNE 24, 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

Enclosed are copies of a letter from Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy, the Town's special counsel for tax certiorari matters, regarding the above referenced proposed real property tax appeal settlement, a proposed Consent Judgment, and charts showing the claimed refund liability and the approximate refunds that will be due from the taxing jurisdictions under the proposed settlement. The subject of the proceedings are three units in Parr Valley Condominiums, two of which are "condominium" units and the third being a "townhouse" unit.

The settlement provides for reductions in the Assessed Value of the units in varying amounts over the 6 years, 2015-2020, for the condominium units and over 4 years, 2015-2018, for the townhouse unit as set forth in the tables on pages 2-3 of the proposed Consent Judgment.

The proposed Consent Judgment specifies that the provisions of RPTL Section 727 will hold the 2020 Assessed Values for three subsequent assessment rolls.

The charts indicate that the refund liability for the Town (including Highway but not including special districts and the Fire District) for the reductions in Assessed Value in the aggregate will be approximately \$1,532.78 under the settlement versus claimed refund liability of approximately \$3,163.66. The Marlboro School District's refund liability will be approximately \$8,552.48.

Also enclosed for the Board's consideration is a draft resolution authorizing the settlement.

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



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

Please send all mail to:
SCHENECTADY

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

14

200 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NY 12305

May 3, 2021

VIA E-MAIL - mtaylor@riderweiner.com

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

511 BROADWAY
SARATOGA SPRINGS, NY 12866

1659 CENTRAL AVENUE, SUITE 103
ALBANY, NY 12205

Re: *Chaps Properties LLC v. Town of Newburgh*
Index Nos. 2015-005900, 2016-004982, 1EF005744-2017, EF007522-2018
Andrew W. Sayegh and Maria J. Sayegh v. Town of Newburgh
Index Nos. EF005555-2019, EF003664-2020
Our File No. 5018.

FAX: (518) 274-5875

www.joneshacker.com

Dear Mr. Taylor:

Attached please find the proposed Consent Judgment relative to the above-referenced proceedings. There are currently six years pending.

There are multiple parcels that are the subject of these proceedings (three parcels in 2015-2018 and two parcels in 2019 and 2020). The subject properties are condominiums/townhouse at Parr Valley Condominium. The FMV for the condominiums range from +/- \$57,000 to \$67,000 and the FMV for the townhouse ranges from +/- \$120,000 to \$134,000.

After review of the leases and the income and expense statements, a settlement was negotiated. The proposed settlement reduces the condominiums to a FMV of \$45,000 in 2015-2019 and \$55,000 in 2020 and reduces the townhouse to a FMV of \$100,000.¹ The assessed values for the condominiums will be held for 2021, 2022 and 2023 and the assessed value for the townhouse will be held for 2019, 2020 and 2021² pursuant to RPTL §727, subject to the usual exceptions. After considering the costs of trial-ready appraisals, litigation, and the Town's settlement exposure from limited refunds, we feel that this is a good proposal.

I have attached for your review a copy of the refund liability charts, which show the potential liability versus the proposed settlement refund liability.

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

¹ 2017 FMV is \$99,884.

² Townhouse was not grieved in 2019 or 2020.

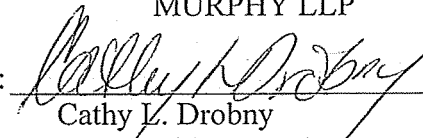
Mark C. Taylor, Esq.
Rider, Weiner & Frankel, P.C.
May 3, 2021
Page 2

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

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By:



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

CLD:kah
Attachments

cc: Lori Coady, Assessor
Gilbert Piaquadio, Supervisor

At an IAS Term of the Supreme Court of the State of New York held in and for the County of Orange, at 285 Main Street, Goshen, New York on the ____ day of _____, 2021.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
CHAPS PROPERTIES LLC,

CONSENT JUDGMENT

Petitioner,

-against-

TOWN OF NEWBURGH, a Municipal Corporation, its ASSESSOR, and its BOARD OF ASSESSMENT REVIEW,

Index Nos.:
2015-005900
2016-004982
EF005744-2017
EF007522-2018

Respondents.

For Review of the Assessment of Certain Real Property under Article 7 of the Real Property Tax Law.

-----X
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
ANDREW W. SAYEGH and MARIA J. SAYEGH,

Petitioners,

-against-

TOWN OF NEWBURGH, a Municipal Corporation, its ASSESSOR, and its BOARD OF ASSESSMENT REVIEW,

Index Nos.:
EF005555-2019
EF003664-2020

Respondents.

For Review of the Assessment of Certain Real Property under Article 7 of the Real Property Tax Law.

-----X

The above petitioners having heretofore served and filed Petitions and Notices to review the tax assessments fixed by the Town of Newburgh for the assessment rolls of 2015, 2016, 2017, 2018, 2019 and 2020, upon certain real property located in the Town of Newburgh, Orange County, New York, and designated as: 112-1-1.-58 (802 Cortland Drive), 112-1-1.-117 (1505 Cortland Drive) and 112-1-1.-183 (207 Parr Meadow Drive) on the Official Assessment Map of the Town of Newburgh, and

The petitioners having appeared by Stenger, Diamond & Glass, LLP, Karen E. Hagstrom, Esq., the respondents having appeared by E Stewart Jones Hacker Murphy, LLP, Cathy L. Drobny, Esq., Attorneys for the Town of Newburgh, and the parties having made their settlement, it is hereby

ORDERED, that the assessments of the properties referred to herein, be and the same are hereby reduced, corrected and fixed for the 2015, 2016, 2017, 2018, 2019 and 2020 assessment rolls as follows:

DESCRIPTION (Tax Map No.: 112-1-1.-58) –802 Cortland Drive

<u>Assessment Roll</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
2015	21,400	17,100	4,300
2016	21,400	16,200	5,200
2017	21,400	15,498	5,902
2018	21,400	15,300	6,100
2019	21,400	14,490	6,910
2020	21,400	16,473	4,927

DESCRIPTION (Tax Map No.: 112-1-1.-117) -1505 Cortland Drive

<u>Assessment Roll</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
2015	21,400	17,100	4,300
2016	21,400	16,200	5,200
2017	21,400	15,498	5,902
2018	21,400	15,300	6,100
2019	21,400	14,490	6,910
2020	21,400	16,473	4,927

DESCRIPTION (Tax Map No.: 112-1-1.-183) – 207 Parr Meadow Drive

<u>Assessment Roll</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
2015	45,400	38,000	7,400
2016	45,400	36,000	9,400
2017	45,400	34,440	10,960
2018	45,400	34,000	11,400

, and it is further

ORDERED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this Order and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this

Order, and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioners by the Orange County Commissioner of Finance or the Town of Newburgh for 112-1-1.-58 (802 Cortland Drive), 112-1-1.-117 (1505 Cortland Drive) and 112-1-1.-183 (207 Parr Meadow Drive), the amount of Town, Special District and any other ad valorem taxes paid by the petitioners as taxes against the said erroneous assessments in the excess of what the taxes would have been had the said assessments made in the aforesaid years been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry, and it is further,

ORDERED, that the Commissioner of Finance of the County of Orange, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioners the amount of County taxes paid by the petitioners for 112-1-1.-58 (802 Cortland Drive), 112-1-1.-117 (1505 Cortland Drive) and 112-1-1.-183 (207 Parr Meadow Drive), as taxes against the erroneous assessments in excess of what the taxes would have been had the assessments been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute; provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order

upon the Commissioner of Finance with notice of entry; and it is further

ORDERED, that there shall be audited, allowed and paid to the petitioners by the Marlboro Central School District for 112-1-1.-58 (802 Cortland Drive), 112-1-1.-117 (1505 Cortland Drive) and 112-1-1.-183 (207 Parr Meadow Drive), the amount of School taxes, and Library taxes if applicable, paid by the petitioners as taxes against the said erroneous assessments in the excess of what the taxes would have been had the said assessments made in the aforesaid years been determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provision herein to the contrary, interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry, and it is further

ORDERED, that the Fire District or the Orange County Commissioner of Finance, County of Orange, State of New York, be and is hereby directed and authorized to audit, allow and pay to the petitioners for 112-1-1.-58 (802 Cortland Drive), 112-1-1.-117 (1505 Cortland Drive) and 112-1-1.-183 (207 Parr Meadow Drive), where applicable, the amounts, if any, of County taxes and ad valorem Special District Taxes, if any, paid by the petitioners as taxes against the erroneous assessments in excess of what the taxes would have been if the said assessments made in the aforesaid tax years had been as determined by this Order, together with interest thereon from the date of payment thereof as provided by statute, provided, however, notwithstanding any other provision herein to the contrary,

interest shall be waived in the event that payment is made within sixty (60) days from the date of service of this Order with notice of entry, and it is further

ORDERED, that unless paid within sixty (60) days from service of this Order and of the Audit and Demand for payment all tax refunds are to be made with statutory interest from the date the taxes indicated herein were paid, pursuant to Section 726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED, that all tax refunds hereinabove directed to be made by respondents, the Orange County Commissioner of Finance, Town of Newburgh, Marlboro Central School District and/or any of the various taxing authorities, be made by check or draft payable to the order of Stenger, Diamond & Glass, LLP, as attorneys for the petitioners, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of the Court in regard to its attorney's lien, pursuant to Judiciary Law Section 475, and it is further

ORDERED, that the 2020 settlement assessments shall not be changed for the subject properties for the next three (3) succeeding assessment rolls prepared on the basis of the three (3) taxable status dates next occurring on or after the taxable status date of the most recent assessment under review, for the 2021, 2022 and 2023 tax rolls, pursuant to § 727(1) of the Real Property Tax Law of the State of New York; and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or allowances awarded to, by or

against any of the parties, and that upon compliance with the terms of this Order, the above-entitled proceedings be and the same are settled and discontinued.

Dated: Goshen, New York
_____, 2021

E N T E R,

HON. CATHERINE M. BARTLETT, A.J.S.C

Signing and entry of the within Order is hereby Consented to:

E STEWART JONES HACKER MURPHY LLP

BY:

CATHY L. DROBNY, ESQ.
Attorneys for Respondents
28 Second Street
Troy, NY 12180
(518) 213-0116
cdrobny@joneshacker.com

STENGER, DIAMOND & GLASS, LLP

BY:

KAREN E. HAGSTROM, ESQ.
Attorneys for Petitioners
1136 Route 9
Wappingers Falls, NY 12590
(845) 298-2000 x133
khagstrom@sdglaw.com

Chaps Properties LLC/Andrew W. Sayegh and Maria J. Sayegh, Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2015	112-1-1-58	\$ 21,400	\$ 15,200	38.00%	\$ 56,316	\$ 40,000	\$ 6,200	County 10.3172 Town 9.3402	\$ 63.97 \$ 57.91
								Highway 4.1586 Fire-MI 4.2060	\$ 25.78 \$ 26.08
								Sp. Dist 4.3015	\$ 26.67
								Library 1.88845	\$ 11.71
							Marlboro 76,684,420	School 76,684,420	\$ 475.44
2015	112-1-1-117	\$ 21,400	\$ 15,200	38.00%	\$ 56,316	\$ 40,000	\$ 6,200	County 10.3172 Town 9.3402	\$ 63.97 \$ 57.91
								Highway 4.1586	\$ 25.78
								Fire-MI 4.2060	\$ 26.08
								Sp. Dist 4.3015	\$ 26.67
								Library 1.88845	\$ 11.71
							Marlboro 76,684,420	School 76,684,420	\$ 475.44
2015	112-1-1-183	\$ 45,400	\$ 28,500	38.00%	\$ 119,474	\$ 75,000	\$ 16,900	County 10.3172 Town 9.3402	\$ 174.36 \$ 157.85
								Highway 4.1586	\$ 70.28
								Fire-MI 4.2060	\$ 71.08
								Sp. Dist 4.3015	\$ 72.70
								Library 1.88845	\$ 31.91
							Marlboro 76,684,420	School 76,684,420	\$ 1,295.97
2016	112-1-1-58	\$ 21,400	\$ 15,200	36.00%	\$ 59,444	\$ 42,222	\$ 6,200	County 10.7266 Town 8.9568	\$ 66.50 \$ 55.53
								Highway 4.7918	\$ 29.71
								Fire-MI 3.7220	\$ 23.08
								Sp. Dist 4.6673	\$ 28.94
								Library 1.93145	\$ 11.97
							Marlboro 77,429,260	School 77,429,260	\$ 480.06
2016	112-1-1-117	\$ 21,400	\$ 15,200	36.00%	\$ 59,444	\$ 42,222	\$ 6,200	County 10.7266 Town 8.9568	\$ 66.50 \$ 55.53
								Highway 4.7918	\$ 29.71
								Fire-MI 3.7220	\$ 23.08
								Sp. Dist 4.6673	\$ 28.94
								Library 1.93145	\$ 11.97
							Marlboro 77,429,260	School 77,429,260	\$ 480.06
2016	112-1-1-183	\$ 45,400	\$ 28,500	36.00%	\$ 126,111	\$ 79,167	\$ 16,900	County 10.7266 Town 8.9568	\$ 181.28 \$ 151.37
								Highway 4.7918	\$ 80.98
								Fire-MI 3.7220	\$ 62.90
								Sp. Dist 4.6673	\$ 78.88
								Library 1.93145	\$ 32.64
							Marlboro 77,429,260	School 77,429,260	\$ 1,308.55

Chapps Properties LLC/Andrew W. Sayegh and Maria J. Sayegh. Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2017	112-1-1-58	\$ 21,400	\$ 8,610	34.44%	\$ 62,137	\$ 25,000	\$ 12,790	County	11.1261 \$ 142.30
								Town	9.2118 \$ 117.82
								Highway	5.2743 \$ 67.46
								Fire-MI	3.7273 \$ 47.67
								Sp. Dist	4.2714 \$ 54.63
								Library	1.98242 \$ 25.36
					Marlboro			School	78.729680 \$ 1,006.95
2017	112-1-1-117	\$ 21,400	\$ 8,610	34.44%	\$ 62,137	\$ 25,000	\$ 12,790	County	11.1261 \$ 142.30
								Town	9.2118 \$ 117.82
								Highway	5.2743 \$ 67.46
								Fire-MI	3.7273 \$ 47.67
								Sp. Dist	4.2714 \$ 54.63
								Library	1.98242 \$ 25.36
					Marlboro			School	78.729680 \$ 1,006.95
2017	112-1-1-183	\$ 45,400	\$ 17,220	34.44%	\$ 131,823	\$ 50,000	\$ 28,180	County	11.1261 \$ 313.53
								Town	9.2118 \$ 259.59
								Highway	5.2743 \$ 148.63
								Fire-MI	3.7273 \$ 105.04
								Sp. Dist	4.2714 \$ 120.37
								Library	1.98242 \$ 55.86
					Marlboro			School	78.729680 \$ 2,218.60
2018	112-1-1-58	\$ 21,400	\$ 8,610	34.00%	\$ 62,941	\$ 25,324	\$ 12,790	County	11.0305 \$ 141.08
								Town	9.4132 \$ 120.39
								Highway	5.4584 \$ 69.81
								Fire-MI	4.3312 \$ 55.40
								Sp. Dist	3.9814 \$ 50.92
								Library	2.15492 \$ 27.56
					Marlboro			School	81.578890 \$ 1,043.39
2018	112-1-1-117	\$ 21,400	\$ 8,610	34.00%	\$ 62,941	\$ 25,324	\$ 12,790	County	11.0305 \$ 141.08
								Town	9.4132 \$ 120.39
								Highway	5.4584 \$ 69.81
								Fire-MI	4.3312 \$ 55.40
								Sp. Dist	3.9814 \$ 50.92
								Library	2.15492 \$ 27.56
					Marlboro			School	81.578890 \$ 1,043.39
2018	112-1-1-183	\$ 45,400	\$ 17,220	34.00%	\$ 133,529	\$ 50,647	\$ 28,180	County	11.0305 \$ 310.84
								Town	9.4132 \$ 265.26
								Highway	5.4584 \$ 153.82
								Fire-MI	4.3312 \$ 122.05
								Sp. Dist	3.9814 \$ 112.20
								Library	2.15492 \$ 60.73
					Marlboro			School	81.578890 \$ 2,298.89

Chapps Properties LLC/Andrew W. Sayegh and Maria J. Sayegh, Newburgh

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund Liability
2019	112-1-1-58	\$ 21,400	\$ 8,610	32.20%	\$ 66,460	\$ 26,739	\$ 12,790	County Town	\$ 11,5800 \$ 9,6600 \$ 148.11 \$ 123.55
								Highway	\$ 5,4900 \$ 70.22
								Fire-Mi	\$ 4,4200 \$ 56.53
								Sp. Dist	\$ 3,9837 \$ 50.95
								Library	\$ 2,310789 \$ 29.55
								School	\$ 87,568006 \$ 1,119.99
2019	112-1-1-117	\$ 21,400	\$ 8,610	32.20%	\$ 66,460	\$ 26,739	\$ 12,790	County Town	\$ 11,5800 \$ 9,6600 \$ 148.11 \$ 123.55
								Highway	\$ 5,4900 \$ 70.22
								Fire-Mi	\$ 4,4200 \$ 56.53
								Sp. Dist	\$ 3,9837 \$ 50.95
								Library	\$ 2,310789 \$ 29.55
								School	\$ 87,568006 \$ 1,119.99
2020	112-1-1-58	\$ 21,400	\$ 8,610	29.95%	\$ 71,452	\$ 28,748	\$ 12,790	County Town	\$ 11,8689 \$ 10,8692 \$ 151.80 \$ 139.02
								Highway	\$ 4,7485 \$ 60.73
								Fire-Mi	\$ 4,3497 \$ 55.63
								Sp. Dist	\$ 3,985 \$ 50.97
								Library	\$ 2,26055 \$ 28.91
								School	\$ 87,439520 \$ 1,118.35
2020	112-1-1-117	\$ 21,400	\$ 8,610	29.95%	\$ 71,452	\$ 28,748	\$ 12,790	County Town	\$ 11,8689 \$ 10,8692 \$ 151.80 \$ 139.02
								Highway	\$ 4,7485 \$ 60.73
								Fire-Mi	\$ 4,3497 \$ 55.63
								Sp. Dist	\$ 3,985 \$ 50.97
								Library	\$ 2,26055 \$ 28.91
								School	\$ 87,439520 \$ 1,118.35
								COUNTY	\$ 2,407.55
								TOWN	\$ 2,062.52
								HIGHWAY	\$ 1,101.14
								FIRE-MI	\$ 889.84
								SP. DIST.	\$ 910.30
								LIBRARY	\$ 451.28
								SCHOOL	\$ 17,610.41
								Total	\$ 25,433.03

Chapps Properties LLC/Andrew W. Sayegh and Maria J. Sayegh v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2015	112-1-1-58	\$ 21,400	\$ 17,100	38.00%	\$ 56,316	\$ 45,000	\$ 4,300	County 10.3172	\$ 44.36
								Town 9.3402	\$ 40.16
								Highway 4.1586	\$ 17.88
								Fire-MI 4.2060	\$ 18.09
								Sp. Dist. 4.3015	\$ 18.50
								Library 1.88845	\$ 8.12
								School 76.684420	\$ 329.74
2015	112-1-1-117	\$ 21,400	\$ 17,100	38.00%	\$ 56,316	\$ 45,000	\$ 4,300	County 10.3172	\$ 44.36
								Town 9.3402	\$ 40.16
								Highway 4.1586	\$ 17.88
								Fire-MI 4.2060	\$ 18.09
								Sp. Dist. 4.3015	\$ 18.50
								Library 1.88845	\$ 8.12
								School 76.684420	\$ 329.74
2015	112-1-1-183	\$ 45,400	\$ 38,000	38.00%	\$ 119,474	\$ 100,000	\$ 7,400	County 10.3172	\$ 76.35
								Town 9.3402	\$ 69.12
								Highway 4.1586	\$ 30.77
								Fire-MI 4.2060	\$ 31.12
								Sp. Dist. 4.3015	\$ 31.83
								Library 1.88845	\$ 13.97
								School 76.684420	\$ 567.46
2016	112-1-1-58	\$ 21,400	\$ 16,200	36.00%	\$ 59,444	\$ 45,000	\$ 5,200	County 10.7266	\$ 55.78
								Town 8.9568	\$ 46.58
								Highway 4.7918	\$ 24.92
								Fire-MI 3.7220	\$ 19.35
								Sp. Dist. 4.6673	\$ 24.27
								Library 1.93145	\$ 10.04
								School 77.429260	\$ 402.63
2016	112-1-1-117	\$ 21,400	\$ 16,200	36.00%	\$ 59,444	\$ 45,000	\$ 5,200	County 10.7266	\$ 55.78
								Town 8.9568	\$ 46.58
								Highway 4.7918	\$ 24.92
								Fire-MI 3.7220	\$ 19.35
								Sp. Dist. 4.6673	\$ 24.27
								Library 1.93145	\$ 10.04
								School 77.429260	\$ 402.63
2016	112-1-1-183	\$ 45,400	\$ 36,000	36.00%	\$ 126,111	\$ 100,000	\$ 9,400	County 10.7266	\$ 100.83
								Town 8.9568	\$ 84.19
								Highway 4.7918	\$ 45.04
								Fire-MI 3.7220	\$ 34.99
								Sp. Dist. 4.6673	\$ 43.87
								Library 1.93145	\$ 18.16
								School 77.429260	\$ 727.84

Chaps Properties LLC/Andrew W. Sayegh and Maria J. Sayegh v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2017	112-1-1-58	\$ 21,400	\$ 15,498	34.44%	\$ 62,137	\$ 45,000	\$ 5,902	County 11.1261	\$ 65.67
								Town 9.2118	\$ 54.37
								Highway 5.2743	\$ 31.13
								Fire-MI 3.7273	\$ 22.00
								Sp. Dist. 4.2714	\$ 25.21
								Library 1.98242	\$ 11.70
								School 78.729680	\$ 464.66
2017	112-1-1-117	\$ 21,400	\$ 15,498	34.44%	\$ 62,137	\$ 45,000	\$ 5,902	County 11.1261	\$ 65.67
								Town 9.2118	\$ 54.37
								Highway 5.2743	\$ 31.13
								Fire-MI 3.7273	\$ 22.00
								Sp. Dist. 4.2714	\$ 25.21
								Library 1.98242	\$ 11.70
								School 78.729680	\$ 464.66
2017	112-1-1-183	\$ 45,400	\$ 34,400	34.44%	\$ 131,823	\$ 99,884	\$ 11,000	County 11.1261	\$ 122.39
								Town 9.2118	\$ 101.33
								Highway 5.2743	\$ 58.02
								Fire-MI 3.7273	\$ 41.00
								Sp. Dist. 4.2714	\$ 46.99
								Library 1.98242	\$ 21.81
								School 78.729680	\$ 866.03
2018	112-1-1-58	\$ 21,400	\$ 15,300	34.00%	\$ 62,941	\$ 45,000	\$ 6,100	County 11.0305	\$ 67.29
								Town 9.4132	\$ 57.42
								Highway 5.4584	\$ 33.30
								Fire-MI 4.3312	\$ 26.42
								Sp. Dist. 3.9814	\$ 24.29
								Library 2.15492	\$ 13.15
								School 81.578890	\$ 497.63
2018	112-1-1-117	\$ 21,400	\$ 15,300	34.00%	\$ 62,941	\$ 45,000	\$ 6,100	County 11.0305	\$ 67.29
								Town 9.4132	\$ 57.42
								Highway 5.4584	\$ 33.30
								Fire-MI 4.3312	\$ 26.42
								Sp. Dist. 3.9814	\$ 24.29
								Library 2.15492	\$ 13.15
								School 81.578890	\$ 497.63
2018	112-1-1-183	\$ 45,400	\$ 34,000	34.00%	\$ 133,529	\$ 100,000	\$ 11,400	County 11.0305	\$ 125.75
								Town 9.4132	\$ 107.31
								Highway 5.4584	\$ 62.23
								Fire-MI 4.3312	\$ 49.38
								Sp. Dist. 3.9814	\$ 45.39
								Library 2.15492	\$ 24.57
								School 81.578890	\$ 930.00

Chaps Properties LLC/Andrew W. Sayegh and Maria J. Sayegh v. Newburgh - Settlement

Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2019	112-1-1-58	\$ 21,400	\$ 14,490	32.20%	\$ 66,460	\$ 45,000	\$ 6,910	County 11.5800 Town 9.6600 Highway 5.4900 Fire-MI 4.4200 Sp. Dist. 3.9837	\$ 80.02 \$ 66.75 \$ 37.94 \$ 30.54 \$ 27.53
							Marlboro	Library 2.310789 School 87.568006	\$ 15.97 \$ 605.09
2019	112-1-1-117	\$ 21,400	\$ 14,490	32.20%	\$ 66,460	\$ 45,000	\$ 6,910	County 11.5800 Town 9.6600 Highway 5.4900 Fire-MI 4.4200 Sp. Dist. 3.9837	\$ 80.02 \$ 66.75 \$ 37.94 \$ 30.54 \$ 27.53
							Marlboro	Library 2.310789 School 87.568006	\$ 15.97 \$ 605.09
2020	112-1-1-58	\$ 21,400	\$ 16,473	29.95%	\$ 71,452	\$ 55,002	\$ 4,927	County 11.8689 Town 10.8692 Highway 4.7485 Fire-MI 4.3497 Sp. Dist. 3.985	\$ 58.48 \$ 53.55 \$ 23.40 \$ 21.43 \$ 19.63
							Marlboro	Library 2.26055 School 87.439520	\$ 11.14 \$ 430.81
2020	112-1-1-117	\$ 21,400	\$ 16,473	29.95%	\$ 71,452	\$ 55,002	\$ 4,927	County 11.8689 Town 10.8692 Highway 4.7485 Fire-MI 4.3497 Sp. Dist. 3.985	\$ 58.48 \$ 53.55 \$ 23.40 \$ 21.43 \$ 19.63
							Marlboro	Library 2.26055 School 87.439520	\$ 11.14 \$ 430.81
								COUNTY 87.439520 TOWN 9.6600 HIGHWAY 5.4900 FIRE-MI 4.4200 SP. DIST. 3.9837 LIBRARY 2.310789 SCHOOL 87.568006	\$ 1,168.49 \$ 999.61 \$ 533.17 \$ 432.15 \$ 446.93 \$ 218.73 \$ 8,552.48
								Total	\$ 12,351.57