

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

**WORKSHOP MEETING AGENDA**  
**Monday, June 22, 2020**  
**7:00 p.m.**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. APPROVAL OF AUDIT**
- 6. ACCOUNTING: Budget Transfer**
- 7. POLICE DEPARTMENT: Payment of Annual Police Software Maintenance**
- 8. RESOLUTION: Retirement System Reporting for Elected Officials**
- 9. ASSESSOR: Solar and Wind Energy Tax Exemption**
- 10. ZONING: East Colden Park Overlay Presentation**
- 11. LESLIE ROAD: Three Lots on a Common Drive**
- 12. CODE COMPLIANCE:**
  - a. GHD Cell Facility Consulting Contract**
  - b. Approval to Implement Credit Card Payments**
- 13. LIABILITY INSURANCE QUOTATIONS**
- 14. RENEWAL OF AGREEMENT SYNOVIA GPS SYSTEM**
- 15. COMMUNITY DAY: Postponement**
- 16. RECREATION DEPARTMENT: Personnel Change**
- 17. EXECUTIVE SESSION: Retirement of Current Employee and Matters Leading to the Return of that Individual as a Part Time Employee**
- 18. ADJOURNMENT**

GJP; jpp  
First Revision: June 19, 2020 @8:58 a.m.



# TOWN OF NEWBURGH

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1496 Route 300, Newburgh, New York 12550

**RONALD E. CLUM, CPA**  
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

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

**To:** Gil Piaquadio, Town Supervisor  
**CC:** Town Board  
**From:** Ronald E. Clum, Town Accountant  
**Date:** June 12, 2020  
**RE:** Budget Transfer

Please find below a budget adjustment that needs to be made upon review of the year to date budget status report. The phone system purchase of \$18,790.00 was not budgeted for in the 2020 adopted budget and therefore needs to be adjusted accordingly.

Thank you in advance for your approval.

FROM ACCOUNT	TO ACCOUNT	Dollar Amount
Account Description/ Account Name	Account Number/ Account Name	
A.1990.5499 CONTINGENCY ACCOUNT	A.1620.5200 BUILDG & GROUNDS - TOWN HALL	\$ 18,790.00

**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell  
Chief of Police

(845) 564-1100

June 8, 2020

To: Town Board

From: Chief Donald B. Campbell

Subject: Payment of Annual Police Software Maintenance

I am requesting your authorization to pay the annual IMPACT police software maintenance agreement of \$21,985.00 to Central Square Technologies. The funds for this payment are included in the Police budget in account # 3010.497.

Respectfully Submitted:

Donald B. Campbell  
Chief of Police



# Invoice

<b>Invoice No</b> 280973	<b>Date</b> 07/02/2020	<b>Page</b> 1 of 2
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Tritech Software Systems, formerly Admit Computer Services, Inc., a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**

Newburgh Town Police Department  
 Attn: Chief Bruce Campbell  
 300 Gardnertown Road  
 Newburgh NY 12550  
 United States

**Ship To**

Newburgh Town Police Department  
 Attn: Chief Bruce Campbell  
 300 Gardnertown Road  
 Newburgh NY 12550  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
14893	Newburgh Town Police, NY		USD	Net 30	08/01/2020

	Description	Units	Rate	Extended
1	Impact RMS - Annual Maintenance Fee Impact RMS Maintenance: Start:08/01/2020, End: 07/31/2021	1	\$11,728.00	\$11,728.00
2	Photo Annual Maintenance Fee - Annual Maintenance Fee Photo Capture Station Maintenance: Start:08/01/2020, End: 07/31/2021	1	\$1,659.00	\$1,659.00
3	Barcoding Annual Maintenance Fee - Annual Maintenance Fee Property/Evidence Bar Coding Module Maintenance: Start:08/01/2020, End: 07/31/2021	1	\$251.00	\$251.00
4	Impact CAD - Server (Site) & 1 Station (User) Annual Mainten - Annual Maintenance Fee VCAD Maintenance: Start:08/01/2020, End: 07/31/2021	2	\$3,430.00	\$6,860.00
5	Biometrics Interface Annual Maintenance Fee - Annual Maintenance Fee Biometrics Interface Maintenance: Start:08/01/2020, End: 07/31/2021	1	\$743.00	\$743.00
6	NYS TraCS Interface Annual Maintenance Fee - Annual Maintenance Fee NYS TraCS Interface Maintenance: Start:08/01/2020, End: 07/31/2021	1	\$744.00	\$744.00



# Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
280973	07/02/2020	2 of 2

Tritech Software Systems, formerly Admit Computer Services, Inc., a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: [Accounts.Receivable@centralsquare.com](mailto:Accounts.Receivable@centralsquare.com)

**Bill To**  
Newburgh Town Police Department  
Attn: Chief Bruce Campbell  
300 Gardnertown Road  
Newburgh NY 12550  
United States

**Ship To**  
Newburgh Town Police Department  
Attn: Chief Bruce Campbell  
300 Gardnertown Road  
Newburgh NY 12550  
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
14893	Newburgh Town Police, NY		USD	Net 30	08/01/2020

**Please include invoice number(s) on your remittance advice, made payable to Tritech Software Systems**

**Subtotal** \$21,985.00

**Tax** \$0.00

**ACH:**  
Routing Number 121000358  
Account Number 1416612641  
E-mail payment details to: [Accounts.Receivable@CentralSquare.com](mailto:Accounts.Receivable@CentralSquare.com)

**Invoice Total** \$21,985.00

**Check:**  
12709 Collection Center Drive  
Chicago, IL 60693

**Payments Applied** \$0.00

**Balance Due** \$21,985.00

Received Date

**Standard Work Day and  
 Reporting Resolution for  
 Elected and Appointed Officials**

**RS 2417-A**  
 (rev.11/19)

Employer Location Code  
 0 3 4 4 8

**SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE**

BE IT RESOLVED, that the Town of Newburgh (Name of Employer) / 034648 (Location Code) hereby established the following standard work days for these titles and will

report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYS SLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
<b>Elected Officials:</b>									
James Presutti		43541531	Councilman	1/1/2020-12/31/2024	6	12.20	<input type="checkbox"/>	Weekly	<input type="checkbox"/>
Gilbert Piaquadio		37526241	Supervisor	1/1/2020-12/31/2022	6	26.66	<input type="checkbox"/>	Weekly	<input type="checkbox"/>
Joseph PEDI		62139654	Town Clerk	1/1/2020-12/31/2022	6	26.66	<input type="checkbox"/>	Weekly	<input type="checkbox"/>
<b>Appointed Officials:</b>									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Joseph PEDI (Name of Secretary or Clerk) secretary/clerk of the governing board of the Town Of Newburgh (Name of Employer) of the State of New York,

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.  
**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the Town of Newburgh on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 (Name of Employer)

Affidavit of Posting: I, Joseph PEDI (Signature of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on \_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the: \_\_\_\_\_ (Name of Secretary or Clerk)

Employer's website at: www.townofnewburgh.org (Date)  
 Official sign board at: 1496 Rt 300 Newburgh, NY 12550  
 Main entrance Secretary or Clerk's office at: \_\_\_\_\_

(seal)





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MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: SOLAR ENERGY SYSTEM PILOT LOCAL LAW  
OUR FILE NO. 800.1(B)(\ \ )(2020)

DATE: JUNE 15, 2020

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

ATTORNEYS

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

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

COUNSEL

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

OF COUNSEL

Craig F. Simon  
Irene V. Villacci

In accordance with the Town Board's direction, enclosed for your review and consideration is a draft Local Law which provides a structure for the imposition of Payment in Lieu of Taxes requirements on future solar energy systems installed in the Town which seek or qualify for an exemption from real property taxes pursuant to Real Property Tax Law §487(4). The Local Law is based on the NYSERDA model. Cathy Drobny, Esq. of E. Stewart Jones, Hacker Murphy reviewed the draft Local Law and her revisions have been incorporated in this version.

As discussed at the Board's work session, Section 5 of the draft Local Law excepts residential solar energy systems and systems which have a capacity of 1 MW or less from the PILOT requirements. Please note, that in order to complete Section 6 of the Local Law, we will need the Board's decisions with respect to the amount per MW above 1 MW to be charged in the calculation of the annual PILOT payment, as well as the annual increase percentage and the late fee to be imposed.

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

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)

**DRAFT**

**TOWN OF NEWBURGH  
INTRIODOUCTORY LOCAL LAW NO. 3 OF THE YEAR 2020  
SOLAR ENERGY SYSTEM PILOT LAW**

**§1. Title**

This Local Law may be cited as the “Solar Energy System PILOT Law of the Town of Newburgh.”

**§2. Purpose**

This Local Law is adopted to ensure that the benefits of the community’s solar energy resource are available to the entire community, by promoting the installation of solar energy generating equipment through a payment-in-lieu-taxes (PILOT), granting reduced costs to system developers and energy consumers, and providing a revenue stream to the entire community.

**§3. Authority**

This Local Law is adopted under the authority granted by

1. Article IX of the New York State Constitution, §2(c)(8),
2. New York Statute of Local Governments, § 10 (5),
3. New York Municipal Home Rule Law, § 10 (1)(i) and (ii) and §10 (1)(a)(8), and
4. New York Real Property Tax Law § 487(9).

**§4. Definitions**

AC - alternating current

ANNUAL PAYMENT - the payment due under a PILOT Agreement entered into pursuant to Real Property Tax Law § 487(9). *As the same may be amended, superseded or replaced.*

ANNUAL PAYMENT DATE” - January 1<sup>st</sup> of each year.

CAPACITY - the manufacturer’s nameplate capacity of the Solar Energy System as measured in kilowatts (kW) or megawatts (MW) AC.

OWNER - the owner of the property on which a Solar Energy System is located or installed, or their lessee, licensee or other person authorized to install and operate a Solar Energy System on the property.



RESIDENTIAL SOLAR ENERGY SYSTEM - a Solar Energy System with a nameplate generating capacity less than 50 kW AC in size, installed on the roof or the property of a residential dwelling, including multi-family dwellings, and designed to serve that dwelling or dwellings.

SBL NUMBER - Section-Block-Lot number on the County of Orange's Real Property Tax Maps.

SOLAR ENERGY EQUIPMENT - collectors, controls, energy storage devices, heat pumps and pumps, heat exchangers, windmills, and other materials, hardware or equipment necessary to the process by which solar radiation is (i) collected, (ii) converted into another form of energy such as thermal, electrical, mechanical or chemical, (iii) stored, (iv) protected from unnecessary dissipation and (v) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards required by New York law.

SOLAR ENERGY SYSTEM - an arrangement or combination of Solar Energy Equipment designed to provide heating, cooling, hot water, or mechanical, chemical, or electrical energy by the collection of solar energy and its conversion, storage, protection and distribution.

#### **§5. PILOT Required**

A. The owner of a property on which a Solar Energy System is located or installed (including any improvement, reconstruction, or replacement thereof), shall enter into a PILOT Agreement with the Town consistent with the terms of this Local Law, except for

- (1) Residential Solar Energy Systems;
- (2) Solar Energy Systems with a capacity of 1 MW or less; and
- (3) Solar Energy Systems that do not seek or qualify for an exemption from real property taxes pursuant to Real Property Tax Law § 487(4).

B. The Lessee or licensee of any owner of a property required to enter into a PILOT Agreement by this section, which owns or controls the Solar Energy System, may enter into the PILOT Agreement on behalf of the owner of the property.

C. Any owner or developer of a solar energy system that meets the requirements under RPTL §498(4) must notify the Town Supervisor via certified mail [or personal hand-delivery] of its intent to construct a solar energy system. Such notice must be sent to Town Supervisor, Town of Newburgh, 1496 Route 300, Newburgh, NY 12550.

D. Upon receipt of any notification from an owner or other person of intent to install a Solar Energy System, the Town Supervisor shall immediately, but in no case more than sixty days after receipt of the notification, the Town Supervisor or his designee shall notify the owner or

(7) That a Notice of this Agreement may be recorded by the Owner at its expense, and that the Town shall cooperate in the execution of any Notices or Assignments with the Owner and its successors.

(8) That the Annual Payment shall be

i) For Solar Energy Systems with a Capacity greater than 1 MW, \$ \_\_\_\_\_  
[FOR TOWN BOARD DISCUSSION: NYSEDA GUIDANCE indicates projects in the Central Hudson service area should be able to afford between \$2,600 -\$7,600 per MW, 1% to 3% of the compensation for electricity]  
per MW of Capacity above 1 MW, pro-rated for fractional MW's.

ii) That the Annual Payment shall escalate \_\_\_\_ percent (\_\_\_\_%) per year, starting with the second Annual Payment.

(9) That if the Annual Payment is not paid when due, that upon failure to cure within thirty days, the Town may cancel the PILOT Agreement without notice to the Owner, and the Solar Energy System shall thereafter be subject to taxation at its full assessed value.

(10) That in addition, if the Annual Payment is not paid when due, a late fee equal to \_\_\_\_ percent of the amount due shall be assess on an annual basis.

#### **§7. Severability**

Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

#### **§8. Effective Date**

This Local Law shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law, and shall apply to all solar energy systems constructed.



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

January 15, 2020

**VIA E-MAIL – supervisor@townofnewburgh.org**

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

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

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

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

[www.joneshacker.com](http://www.joneshacker.com)

PLEASE REPLY TO:  
Latham

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

Dear Gil:

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

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

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

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

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

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

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

Gil Piaquadio, Supervisor  
Town of Newburgh  
January 15, 2020  
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exempt for 15 years. RPTL §487(10). RPTL §487 is an "opt out" not "opt in" statute.

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

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

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

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

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

Gil Piaquadio, Supervisor  
Town of Newburgh  
January 15, 2020  
Page 3

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

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

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

If the Town decides that it will not opt out, thus encouraging the development of alternative energy systems in the Town, I would suggest that the Town address removal of the real property/equipment at the end of the lease (or bankruptcy of the company). To ensure that the real property (panels, racking, inverters, etc.) is removed from the site<sup>4</sup>, the site plan approval and/or Planning Board approval should include language that requires decommissioning of the site plus a bond surety as an additional backup. The dollar amount to collect depends upon various factors, the most important of which is the value/size of the alternative energy system. Additionally, it is difficult to accurately estimate the salvage costs and condition of the equipment at the time of decommissioning because the cost to salvage, disassemble and restore the property will continue to rise over the life of the project due to inflation. A more accurate method for determining a proper bond amount would be to develop a current decommissioning cost, calculate a cost 15 or 30 years from now at an appropriate inflation rate and then take a credit for the salvage value. Attached please find a sample of a Decommissioning Bond.

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

Gil Piaquadio, Supervisor  
Town of Newburgh  
January 15, 2020  
Page 4

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

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

Please let me know if there are any questions.

Very truly yours,

E. STEWART JONES HACKER  
MURPHY LLP

By: 

Cathy L. Drobny

[cdrobny@joneshacker.com](mailto:cdrobny@joneshacker.com)

Direct Dial: (518) 213-0116

CLD:kah  
Attachments

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

## Effective: April 12, 2019

### McKinney's RPTL § 487

#### § 487. Exemption from taxation for certain energy systems

##### Currentness

1. As used in this section:

(a) "Solar or wind energy equipment" means collectors, controls, energy storage devices, heat pumps and pumps, heat exchangers, windmills, and other materials, hardware or equipment necessary to the process by which solar radiation or wind is (i) collected, (ii) converted into another form of energy such as thermal, electrical, mechanical or chemical, (iii) stored, (iv) protected from unnecessary dissipation and (v) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards required by law.

(b) "Solar or wind energy system" means an arrangement or combination of solar or wind energy equipment designed to provide heating, cooling, hot water, or mechanical, chemical, or electrical energy by the collection of solar or wind energy and its conversion, storage, protection and distribution.

(c) "Authority" means the New York state energy research and development authority.

(d) "Incremental cost" means the increased cost of a solar or wind energy system or farm waste energy system or component thereof which also serves as part of the building structure, above that for similar conventional construction, which enables its use as a solar or wind energy or farm waste energy system or component.

(e) "Farm waste electric generating equipment" means equipment that generates electric energy from biogas produced by the anaerobic digestion of agricultural waste, such as livestock manure, farming waste and food processing wastes with a rated capacity of not more than one thousand kilowatts that is (i) manufactured, installed and operated in accordance with applicable government and industry standards, (ii) connected to the electric system and operated in conjunction with an electric corporation's transmission and distribution facilities, (iii) operated in compliance with the provisions of section sixty-six-j of the public service law, (iv) fueled at a minimum of ninety percent on an annual basis by biogas produced from the anaerobic digestion of agricultural waste such as livestock manure materials, crop residues and food processing wastes, and (v) fueled by biogas generated by anaerobic digestion with at least fifty percent by weight of its feedstock being livestock manure materials on an annual basis.

(f) "Farm waste energy system" means an arrangement or combination of farm waste electric generating equipment or other materials, hardware or equipment necessary to the process by which agricultural waste biogas is produced, collected, stored, cleaned, and converted into forms of energy such as thermal, electrical, mechanical or chemical and by which the biogas and converted energy are distributed on-site. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling or insulation system of a building.

(g) "Micro-hydroelectric energy equipment" means any energy storage device, penstock, turbine, generator and other materials, hardware and equipment necessary to the process by which the flow of stream or river water or water from other water bodies is (i) converted into electrical energy; (ii) protected from unnecessary dissipation; and (iii) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does not include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards established by law.

(h) "Micro-hydroelectric energy system" means an arrangement or combination of micro-hydroelectric energy equipment designed to provide electrical energy by the use of flowing water. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does not include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards established by law.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS

between

NAME OF TAXING JURISDICTION

and

OWNER

Dated as of \_\_\_\_\_, 2017

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RELATING TO THE PREMISES LOCATED AT  
\_\_\_\_\_  
(TAX MAP \_\_\_\_\_) IN THE  
(TOWN/COUNTY/VILLAGE, \_\_\_\_\_ COUNTY, NEW YORK.

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

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

RECITALS

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

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

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

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

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

subjected under New York law with respect to the Project.

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

1. Representations of the Parties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the \_\_\_\_\_ Megawatts AC on the date when the Project is mechanically complete and Owner has commenced

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

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

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

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

7. No Assignments Without Prior Notice; Binding Effect.

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

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

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

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

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

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

If to Owner:

With a copy to:

If to the Taxing Jurisdiction:



Attn: Superintendent  
Mayor  
Town Supervisor  
County

With a copy to:

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

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

12. Termination Rights of the Owner

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

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

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

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

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

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

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

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

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

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

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

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

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

Name:

Title:

EXHIBIT A

Description of Land

[REDACTED]  
Solar Facility Decommissioning Bond

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

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

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

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

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

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

Bond No. [REDACTED]

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

[REDACTED]

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

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

[REDACTED]  
By: [REDACTED]  
[REDACTED]

[REDACTED]  
By: [REDACTED]  
[REDACTED]

11 ~~11~~ ~~11~~



Town Of Newburgh Government Youtube <supervisor@townofnewburgh.org>

**FW: Donnelly Leslie Road Common Drive Request**

1 message

**Ross Winglovitz** <Ross@ep-pc.com>

Fri, Apr 24, 2020 at 9:34 AM

To: "supervisor@townofnewburgh.org" <supervisor@townofnewburgh.org>

Resending

Ross Winglovitz, PE

Engineering & Surveying Properties, PC

www.EngineeringPropertiesPC.com

Ross@ep-pc.com

**From:** Ross Winglovitz

**Sent:** Friday, April 24, 2020 9:21 AM

**To:** townsupervisor@townofnewburgh.org

**Cc:** engineering@townofnewburgh.org; Mark Taylor <MTaylor@riderweiner.com>; Lew D com

<bylandseaorair63@yahoo.com>; Town-clerk@townofnewburgh.org

**Subject:** Donnelly Leslie Road Common Drive Request

Gil:

Hope all is well. On behalf of our client I respectfully request that the Donnelly Subdivision be placed on a Town Board Work Session agenda for discussion regarding access of a third home on a common drive. Please see attached letter and plan. If you would like hard copies please let me know how many and whom to send them to.

Thanks

Ross

Ross Winglovitz, PE

Engineering & Surveying Properties, PC

71 Clinton Street

Montgomery, NY 12549

Phone (845) 457-7727



www.EngineeringPropertiesPC.com  
71 Clinton Street  
Montgomery, NY 12549  
phone: (845) 457-7727  
fax: (845) 457-1899

April 24, 2020

Town of Newburgh Town Board  
1496 Route 300  
Newburgh, NY 12550

**RE: DONNELLY SUBDIVISION  
LESLIE ROAD, TOWN OF NEWBURGH  
COMMON DRIVEWAY REQUEST**

Dear Supervisor Piaquadio & Town Board Members:

Our Client, Lewis Donnelly, resides at 67 Leslie Road. Lew has made an application to the Planning Board for a three-lot subdivision of this property (copy of plan attached). The subdivision includes one new home fronting on Leslie Road and a second new home with access from Fall View Drive. Fall View Drive is a common drive that currently services two homes.

Lew's public hearing was held last week and there was no public comment. In accordance with Section 161-4 of the Town Code, Town Board authorization is necessary to allow a third house to have access on a common drive. We have reached to Juan Murano, Chief of Cromer Valley Fire and requested he provide any comments he may have.

We respectfully request that this item be placed on the next Town Board work session for further discussion.

Sincerely,  
Engineering & Surveying Properties, PC

Ross Winglovitz, P.E.  
Principal

CC: Mark Taylor Esq  
James Osborne, PE



www.EngineeringPropertiesPC.com  
71 Clinton Street  
Montgomery, NY 12549  
phone: (845) 457-7727  
fax: (845) 457-1899

April 24, 2020

Town of Newburgh Town Board  
1496 Route 300  
Newburgh, NY 12550

**RE: DONNELLY SUBDIVISION  
LESLIE ROAD, TOWN OF NEWBURGH  
COMMON DRIVEWAY REQUEST**

Dear Supervisor Piaquadio & Town Board Members:

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Sincerely,  
Engineering & Surveying Properties, PC

Ross Winglovitz, P.E.  
Principal

CC: Mark Taylor Esq  
James Osborne, PE




Fax (845) 457-1899


www.EngineeringPropertiesPC.com

Ross@ep-pc.com

---

**2 attachments**

 **Donnelly Leslie Rd Subdivsion Common Drive Request 4-24-20.pdf**  
215K

 **C-1.pdf**  
899K

**MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES  
AGREEMENT NUMBER 2020**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between Town of Newburgh, New York, hereinafter referred to as "OWNER", and Henningson, Durham & Richardson Architecture and Engineering, P.C. (HDR), hereinafter referred to as "ENGINEER" or "CONSULTANT," for engineering services as described in this Agreement.

**WHEREAS**, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

**WHEREAS**, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of this Agreement shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

**SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in paragraph 6 of the attached "Henningson, Durham & Richardson Architecture and Engineering, P.C. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

**SECTION III. COMPENSATION**

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached HDR Terms and Conditions.

**SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

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

\_\_\_\_\_  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Henningson, Durham & Richardson  
Architecture and Engineering, P.C.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between Town of Newburgh, New York, (“OWNER”), and Henningson, Durham & Richardson Architecture and Engineering, P.C. (“ENGINEER”), dated \_\_\_\_\_, 2020, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_  
"OWNER"

"ENGINEER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to,

cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

HDR Labor Rate Table		
Town of Newburgh		
Nov. 17, 2019		
<b>Staff</b>	<b>Role</b>	<b>2020 Rates</b>
Decken, Sean	Production / deliverables	\$92.00
Guderian, Jeanne	Graphics	\$116.00
Bower, Jacob	Accounting; Admin	\$100.00
TBD	Structural Engineer I	\$134.00
TBD	Structural Engineer II	\$175.00
Zurlo, Carol	PM; Technical reviews	\$151.00
Calta, Stacy	Technical / Code; Visual Assessment; SEQRA	\$158.00
Musso, Michael, P.E.	Program / Project Manager	\$235.00
HDR hourly labor rates effective through December 31, 2020.		





# Merchant Application

12B.

Business Information			
Merchant's Legal Name: <b>Town of Newburgh</b>		Department (DBA): <b>Town of Newburgh Code Compliance</b>	
Physical Street Address (No PO Boxes): <b>21 Hudson Valley Professional Plaza</b>			
City: <b>Newburgh</b>		State: <b>NY</b>	Zip Code: <b>12550</b>
Phone: <b>845-564-7801</b>		Fax: <b>845-564-7802</b>	
Customer Service/General Office Phone Number: <b>845-564-7801</b>		Website: <b>townofnewburgh.org</b>	
Primary Contact - System Administrator		Secondary Contact - Billing	
Name: <b>Gerald Canfield</b>		Name: <b>Lisa Dubaldi</b>	
Business Phone: <b>845-564-7801</b>		Business Phone: <b>845-564-7801</b>	
E-mail: <b>codecompliance@townofnewburgh.org</b>		E-mail: <b>Codeescrow@townofnewburgh.org</b>	
IT Contact		Third Party Vendor (If Applicable)	
Name: <b>Col Freguedio</b>		Vendor Name:	
Business Phone: <b>845-564-4552</b>		Contact Name:	Contact Phone:
E-mail: <b>Supervisor@townofnewburgh.org</b>		Email:	
Business Profile			
Federal Tax ID: <b>146002330</b>		Merchant Time Zone: <b>Eastern</b>	Cut-Off Time: <b>12:00 AM Midnig</b>
Avg. Bill Amt.: \$ <b>150.00</b>		Max. Bill Amt.: \$ <b>240,000.00</b>	Gross Annual \$ Collected (Cash/Check/CC/Money Order): \$ <b>482,000.00</b>
Bank Account Where Funds Will Be Deposited			
Deposit Transit Routing/ABA Number (9 Digits):		Deposit Bank Account Information DDA/Checking Account #:	
If a Different Bank Account Is Needed to Debit Fees, Provide the Information Below			
Debit Transit Routing/ABA Number (9 Digits):		Debit Bank Account Information DDA/Checking Account #:	
Select Services		Select Payment Types to be Accepted	
<input type="checkbox"/> Internet (WEB)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input checked="" type="checkbox"/> All	**See and sign the Pricing Schedule	
<input type="checkbox"/> Phone (IVR)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input type="checkbox"/> All		
<input type="checkbox"/> Terminal (POS)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> All		
		Number of Terminals	<input type="text" value="1"/>
What type of services or products are you accepting payments for? Building permits:			
Notifications			
Name: <b>Gerald Canfield</b>		Phone Number: <b>845-564-7801</b>	Email: <b>codecompliance@townofnewburgh.org</b>
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All
Name: <b>Lisa Dubaldi</b>		Phone Number: <b>845-564-7801</b>	Email: <b>codeescrow@townofnewburgh.org</b>
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input checked="" type="checkbox"/> All
Name: _____		Phone Number: _____	Email: _____
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> All
Name: _____		Phone Number: _____	Email: _____
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> All



# Merchant Application

<b>Should a Field Be Collected on the Point of Sale Terminal.</b>		<b>Does The Terminal Require a Static IP Address?</b>	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If Yes, Provide the Names of the Fields to Be Collected - i.e., Cashier ID or Invoice Number</b>		<b>Receipt Header Information</b>	
Name	Cashier ID	Town of Newburgh Code Compliance	
Name		21 Hudson Valley Professional Plaza	
		Newburgh, New York 12550	
		845-564-7801	
<b>Signature:</b>		<b>Date:</b>	
<b>Printed Name:</b>		<b>Title:</b>	



**PRICING FEE SCHEDULE-  
Town of Newburgh, NY**

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office incurs no cost.**

**Service (Convenience) Fee Pricing Option:**

**MasterCard, Visa, Discover and American Express cards**

2.45% of the payment amount with a minimum fee of \$1.75 whichever is greater


**Electronic check**

Includes Forte Verification for known accounts

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

**Equipment and Service Pricing:**

The following table reflects our Equipment and Service Offerings

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
<b>VeriFone Vx520 EMV Terminal</b>		\$0.00 per reader plus shipping *equipment is place at no-cost at Forte's expense and will remain the asset of Forte.
<b>VeriFone Vx520 Hybrid Cable Requirement</b>	Used for Hybrid Load Terminals	\$24.95
<b>On-line Reporting Tools</b>	All Channels (INT, IVR, POS)	Unlimited Users \$0.00
<b>Set-Up Fee</b>	Configuration, Implementation, Training	WAIVED

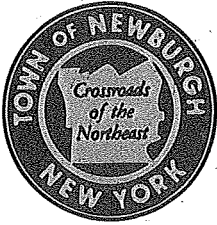
**Equipment Placement**

Merchant understand and agrees that it will not acquire any title, or any other ownership right to any equipment provided by Forte in conjunction with the Services hereunder. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Forte and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation if any such becomes necessary. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software and such will be protected under the Agreement. At all times, Forte or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Upon termination of this Agreement, Merchant shall return any equipment provided by Forte, to Forte at Forte's expense and in accordance with Forte's instructions for return.

Select pricing option desired: Absorbed Pricing      Service Fee Pricing

**\*Required Merchant Signature:** \_\_\_\_\_

**Date** \_\_\_\_\_



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

845-564-7815  
FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: June 18, 2020

RE: Recreation Department Personnel Change

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At this time we are requesting Board approval to move Anthony Saltalamachia from Chauffeur to Laborer in the Recreation Department. Due to a health condition, Mr. Saltalamachia's physician has recommended that he discontinue driving for the Dial-A-Bus program. Mr Saltalamachia has been employed with the Town since 2009.

Anthony Saltalamachia's salary will change to \$13.50/hour, which is \$4.95/hour less than his current \$18.45/hour driver salary.

Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner