

#6

**TOWN OF NEWBURGH
INTRODUCTORY LOCAL LAW NO. 8 OF 2022
AMENDING CHAPTER 185 ENTITLED “ZONING” OF THE
CODE OF THE TOWN OF NEWBURGH:
CANNABIS RELATED USES**

BE IT ENACTED by the Town Board of the Town of Newburgh, County of Orange, as follows:

SECTION 1 – TITLE

This Local Law shall be referred to as “A Local Law Amending Chapter 185 entitled ‘Zoning’ of the Code of the Town of Newburgh: Cannabis Related Uses”.

SECTION 2 – PURPOSE AND INTENT

The purpose of this local law is to define and permit certain uses when licensed by the State of New York related to cannabis products as principal use in the Interchange Business (IB) District, the Business (B) District and the AR (Agriculture Residential) District subject to site plan review by the Planning Board. The Town Board declares its intent to permit such licensed uses, as defined herein, as principal uses in the Districts as set forth below subject to site plan review by the Planning Board. The Town Board finds that the uses are similar to and consistent with other principal commercial uses already separately permitted in the IB and B District and agriculture uses in the AR District. The regulations established, hereunder, however, are necessary and desirable to protect the public health, safety, welfare, and environmental resources, provide a regulatory pathway for the cannabis industry consistent with state regulations, foster a healthy, diverse and economically viable cannabis industry that contributes to the local economy, and ensure that environmental, public health, safety and nuisance factors related to the cannabis industry are adequately addressed.

SECTION 3 – AMENDMENTS TO CHAPTER 185

1. Section 185-3 entitled “Definitions of Chapter 185, entitled “Zoning” of the Code of the Town of Newburgh is hereby amended by the addition of the following definitions of “Cannabis Distribution Facility,” “Cannabis Medical Dispensary,” “Cannabis Microbusiness Premises,” “Cannabis On Site Consumption Premises,” “Cannabis Processing Facility,” and “Cannabis Retail Dispensary” to read as follows

“CANNABIS DISTRIBUTION FACILITY - A use that is licensed by the State of New York to distribute cannabis products to licensed cannabis retail dispensaries.”

“CANNABIS MEDICAL DISPENSARY”– A use that is licensed by the New York State Department of Health to dispense or distribute medical marijuana in accordance with Article 33 of the Public Health Law and Part 1004 of Title 10 of the New York Codes, Rules and Regulations.”

“CANNABIS MICROBUSINESS PREMISES - A use that is licensed by the State of New York to be engaged in the cultivation of cannabis on an area less than 10,000 square feet and to act as a licensed distributor, manufacturer and retailer of cannabis products cultivated on site.”

“CANNABIS ON SITE CONSUMPTION PREMISES - A use that is licensed by the State of New York to sell cannabis products and cannabis derived products for on-site consumption by smoking or otherwise.”

“CANNABIS PROCESSING FACILITY - A use that is licensed by the State of New York to process cannabis products. Processing may include extraction, compounding, blending, infusing or other forms of manufacturing cannabis products. Processing may additionally include cultivation, harvesting, packaging, labeling and distribution of cannabis products produced at the facility.”

“CANNABIS RETAIL DISPENSARY - A use that is licensed in the State of New York to sell cannabis products at retail for off premise consumption.”

2. The “Schedule of Off-Street Parking Space Requirements for NonResidential Uses” contained in Subsection 185-13C(1)b of Subsection 185-13C entitled “Minimum required off-street parking spaces” of Section 185-13 entitled “Off-street parking and loading facilities” is hereby amended by the addition of the following “Uses” and “Numbers of Spaces”:

Use	Number of Spaces
“Cannabis distribution facility	2 per 3 employees on the premises at any 1 period of time, with a minimum of 2 spaces” “
“Cannabis medical dispensary	1 per 150 square feet of gross leasable floor area

“Cannabis microbusiness facility 1 per 4 seats, or per 40 square feet of seating area or as required by the Planning Board for premises demonstrating greater parking space needs in the judgment of the Planning Board”

“

“Cannabis on-site consumption premises 1 per 4 seats, or per 40 square feet of seating area or as required by the Planning Board for premises demonstrating greater parking space needs in the judgment of the Planning Board”

“Cannabis processing facility 2 per 3 employees on the premises at any 1 period of time, with a minimum of 2 spaces”

“Cannabis retail dispensary 1 per 150 square feet of gross leasable floor area”

3. A new Subsection 185-48.9 entitled “Cannabis Related Uses” is hereby added to Chapter 185 to read as follows:

“§ 185-48.9 Cannabis Related Uses

- A. Permitted locations and separation requirements. In order to protect young people from inducements to use cannabis and reduce youth exposure and potential access to cannabis as well as exposure of vulnerable populations receiving treatment for drug or alcohol addiction or abuse, and to mitigate potential risks to the population from drivers who have engaged in on-premise cannabis use and whose psycho-motor skills and driving abilities may be impaired, given the challenges presented in assessing service limits to impaired patrons, the absence of standard serving sizes and the duration and onset of impairment, all unlike with alcohol, and the Town having limited public transit options, the following distance and separation requirements are established.
1. No approval or permit shall be granted to Cannabis On-Site Consumption Premises and Cannabis Retail Dispensaries proposed to be located within 500 feet

of the legally defined boundaries recorded in the County Clerk's office of any park, playground, athletic field, preserved or conserved land open to the public, day care center or drug or alcohol treatment facility. Distances required under this subsection shall be measured from property line to property line, along the shortest distance between property lines, without regard to the route of normal travel.

2. No approval or permit shall be granted to Cannabis On-Site Consumption Premises and Cannabis Retail Dispensaries proposed to be located within 500 feet of any playground or recreational facility owned and operated by a homeowners association or similar organization serving a community of residences.
 3. No approval or permit shall be granted to Cannabis On-Site Consumption Premises and Cannabis Retail Dispensaries proposed to be located within 200 feet of the exterior of any existing dwelling unit.
 4. No approval or permit shall be granted to Cannabis Microbusiness Facilities proposed to be located within 500 feet of the exterior of any existing dwelling unit.
 5. Cannabis On-Site Consumption Premises and Cannabis Retail Dispensaries shall be separated from another lot used for either category of use by at least 750 linear feet as measured from the nearest property line, without regard to the route of normal travel.
- B. Special use permit requirement for cannabis on-site consumption premises, cannabis retail dispensaries and cannabis microbusiness facilities.

In addition to site plan review, special use permit review shall be required for cannabis on-site consumption premises, cannabis retail dispensaries and cannabis microbusiness facilities. Pursuant to Town Law § 274-b, the Planning Board is hereby authorized to review and approve, approve with modifications, or disapprove special use permits for these uses within the Town pursuant to and in accordance with the standards set forth in this chapter and procedures set forth in Town Law§ 274-b. The application for the special use permit shall contain the same information as required for a site plan application and such additional information as the Planning Board may require the applicant to supply relating to, among possibly others, the relationship of the proposed special use to factors such as public safety, noise, odors, traffic impact, operational schedule of the special use and the public welfare. A special use permit authorizes only the activity expressly described in the application and approved permit materials. The Planning Board shall have the authority to impose such reasonable conditions and restrictions as are directly related to and incidental to the proposed special use permit. Upon the granting of said special use permit, any such conditions must be met in connection with the issuance of permits by applicable enforcement agents or officers of the Town. A special use permit shall expire upon change in property ownership or property transfer, unless the Planning Board is notified by the owner, in writing, prior to property transfer and the Planning Board

reviews the use or activity and special permit documents and is satisfied that the use has and is being conducted in a manner that is consistent with the special permit and any conditions which may have been stipulated at the time of its issuance and approves, in writing, the transfer of the special use permit. A new special use permit shall be required for any expansion, alteration or variation of a use already authorized by a special use permit.

C. Additional requirements for cannabis on-site consumption premises and cannabis retail dispensaries.

Sites containing cannabis on-site consumption premises and cannabis retail dispensaries shall be subject to the following additional requirements:

- (1) Provision of sufficient lighting and security to prevent the use of the premises as a loitering place during and after hours of operation. A written security plan shall be submitted with each site plan application and shall be referred to the Town of Newburgh Chief of Police for review and approval.
- (2) Provision of adequate facilities and personnel for disposal of trash and other debris.
- (3) Provision for continuing maintenance of the exterior of the building and the grounds, including landscaping, signs and policing of litter.
- (4) Sales product and paraphernalia items related to the preparation or consumption of product shall not be visible offsite or from a public right of way.
- (5) Outside use of sound reproduction devices, including but not limited to loudspeakers and amplifiers on the premises shall be prohibited.

D. Maximum floor area for Cannabis Retail Dispensaries.

The maximum gross floor area for Cannabis Retail Dispensaries shall be 6,000 square feet.

E. State license requirement.

A cannabis distribution facility, cannabis medical dispensary, cannabis microbusiness facility, cannabis on-site consumption premises, cannabis processing facility and cannabis retail dispensary must have a valid license issued

by the State of New York in order to be considered a permitted use. An expiration or revocation of a license by the State shall be deemed to automatically terminate the special use permit or other Planning Board approvals permitting the use. Any applicant who receives a special use permit and who decides to proceed with the special use does so realizing that the special use permit and all rights to continue that use shall terminate as provided herein. The applicant, in accepting a special use permit, acknowledges and agrees that such special use permit confers no rights or privileges other than those specifically contained therein. This provision is intended to and does supersede and amend Town Law § 274-b.

4. Chapter 185, "Zoning" of the Code of the Town of Newburgh, Table of Use and Bulk Requirements for the IB Zoning District, Schedule 8 of the Code adopted and incorporated into the Code pursuant to §185-10 entitled "Utilization of Use Table" and §185-11 entitled "Utilization of Bulk Table" shall be amended as follows:

A. Number 2 of Column D entitled "Uses Subject to Site Plan Review by the Planning Board" shall be amended to read as follows:

"2. Individual retail stores, convenience stores with or without gasoline filling stations, personal service stores and uses, ~~and~~ health clubs and fitness facilities, cannabis retail dispensaries in accordance with Section 185-48.9 and cannabis medical dispensaries in accordance with Section 185-48.9."

B. Number 6 of Column D entitled "Uses Subject to Site Plan Review by the Planning Board" shall be amended to read as follows:

"6. Restaurants and fast-food establishments in conjunction with uses in Nos. 3, 4 and 5 in accordance with § 185- 42 and cannabis on site consumption premises in accordance with Section 185 -48.9"

C. Number 8 of Column D entitled "Uses Subject to Site Plan Review by the Planning Board" shall be amended to read as follows:

"8. Manufacturing, altering, fabricating or processing products or materials involving the use of only oil, gas or

electricity for fuel and cannabis processing facilities in accordance with Section 185-48.9”

- D. Number 9 of Column D entitled “Uses Subject to Site Plan Review by the Planning Board” shall be amended to read as follows:

“9. Warehouse, storage and transportation facilities, including truck and bus terminals, not within 500 feet of Route 17K and cannabis distribution facilities in accordance with Section 185-48.9”

5. Chapter 185, “Zoning” of the Code of the Town of Newburgh, Table of Use and Bulk Requirements for the B Zoning District, Schedule 7 of the Code adopted and incorporated into the Code pursuant to §185-10 entitled “Utilization of Use Table” and §185-11 entitled “Utilization of Bulk Table” shall be amended as follows:

- A. Number 1 of Column D entitled “Uses Subject to Site Plan Review by the Planning Board” shall be amended to read as follows:

“1. Retail stores and personal service stores and uses, health clubs and fitness facilities, cannabis retail dispensaries in accordance with Section 185-48.9 and cannabis medical dispensaries in accordance with Section 185-48.9.”

6. Chapter 185, “Zoning” of the Code of the Town of Newburgh, Table of Use and Bulk Requirements for the AR Zoning District, Schedule 2 of the Code adopted and incorporated into the Code pursuant to §185-10 entitled “Utilization of Use Table” and §185-11 entitled “Utilization of Bulk Table” shall be amended as follows:

- A. A new item number “15” is added for the use “Cannabis Microbusiness Premises in accordance with Section 185.48.9 ” to read as follows:

“15. Cannabis Microbusiness Premises in accordance with Section 185.48.9”

- B. Table of Use & Bulk Requirements, AR District, Schedule 2, is hereby amended to add under column “D”, for the new items number “15”, “Cannabis Microbusiness Premises in accordance with Section 185.48.9”, the following bulk requirements:

Lot Area	-	100,000 sq. ft.
Lot Width (feet)	-	150
Lot Depth (feet)	-	150
Front Yard (feet)	-	50
Rear Yard (feet)	-	50
1 Side Yard (feet)	-	50
Both Side Yards (feet)	-	100
Habitable Floor Area Per Dwelling Unit	-	NA
Dwelling Units Per Acre	-	NA
Lot Building Coverage (Percent)	-	20%
Building Height (feet) Lot Surface	-	35
Coverage (Percent)	-	40%

- C. Table of Use & Bulk Requirements, AR District, Schedule 2, is hereby amended to add under column “B”, “Permitted with” item “D15” in conjunction with item 4 “Signs in accordance with § 185-14,” item 13 “Barns, silos, produce-storage structures and packing warehouses not within 50 feet of any lot line” and item 15 “Outdoor storage of farm equipment in other than a front yard” as follows:

A

“4. Signs in accordance with § 185-14”

“13. Barns, silos, produce-storage structures and packing warehouses not within 50 feet of any lot line”

“15. Outdoor storage of farm equipment in other than a front yard”

B.

“~~C1-3, D1, 2 and 8 C4, D4 7, 11, 12-C3-5, D1-12, D15~~”

“C5, D15”

“C5, D15”

SECTION 4 – PRE-EXISTING USES

Any existing Cannabis Medical Dispensary use of a building or part thereof as of the effective date of this Local Law shall be deemed a conforming use of the existing building or part thereof.

SECTION 5 – VALIDITY

If any word, clause, sentence, paragraph, section or part of this local law or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof or the application thereof to any other persons or circumstances but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. The Town Board hereby declares that it would have enacted this Local Law or the remainder thereof if the invalidity of such provision or application thereof had been apparent.

SECTION 6 – EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#6B

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
Cc: Town Board
From: Ronald E. Clum, Town Accountant
Date: December 14, 2022
RE: Budget Adjustments

At the next Board meeting can you please approve the following budget transfers for me.

FROM ACCOUNT		TO ACCOUNT	
Account Description/ Account Name	Account Number/ Account Name		Dollar Amount
A.1990.5499 Contingency Account	A.1420.5403 Legal-Litigation Defense	\$	20,000.00
A.1990.5499 Contingency Account	A.1623.5481 B&G - Fleet/Highway-Utilities	\$	13,000.00
A.1990.5499 Contingency Account	A.1626.5497 Central B&G-Maint Contracts	\$	9,000.00
A.1990.5499 Contingency Account	A.1629.5474 Desmond-Repairs to Non-Vehicles	\$	20,000.00
A.1990.5499 Contingency Account	A.3010.5497 Pub Safety Admin -Maint Contracts	\$	8,000.00
A.1990.5499 Contingency Account	A.3010.5499 Pub Safety Admin -Other Exp	\$	14,000.00
A.1990.5499 Contingency Account	A.3120.5190 Police Law Enforcement Other Pers Serv	\$	12,900.00
A.1990.5499 Contingency Account	A.3620.5497 Safety Inspection - Maint Contracts	\$	10,000.00
A.1990.5499 Contingency Account	A.71405100 Summer Program-Payroll	\$	15,000.00
		TOTAL	\$ 121,900.00



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#6C

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor and Town Board

From: Ronald E. Clum, Town Accountant
Jim Osborne, Town Engineer & Pat Hines

Date: December 20, 2022

RE: Capital Project Close Outs

Upon review of the open capital projects and review with Jim Osborne and Pat Hines I wish to close the following projects:

H.6044 Hydrant Repairs & Painting:

Has remaining cash of \$37,115.51 which will be transferred back to the Water Fund where the original funding came from.

H.6100 NYS DEC Water Main Extension

Has remaining cash of \$324,474.24 which will be transferred back to the Water Fund where the original funding came from.

H.7096 MHN West Sanitary Sewer Rehabilitation

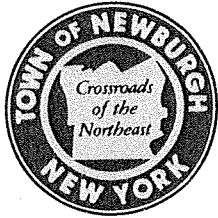
Has remaining cash of \$9,708.62 which will be transferred back to the Sewer Fund where the original funding came from.

H.7106 Sewer System Evaluation

Has remaining cash of \$56,072.10 which will be transferred back to the Sewer Fund where the original funding came from.

I am looking for an approval to close out these Capital Project accounts .

#7



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board

From: Charlene M Black, Personnel

Date: December 20, 2022

Re: Part time Police Officer – Alexandra Martens

Please find attached a letter from Chief Campbell requesting the approval to hire Alexandra Marten as a part time Police Officer. Chief Campbell would like to hire Ms. Martens on or after January 2nd, 2023 with a salary of \$26.78 per hour. Approval will be pending the outcome of her physical, drug and alcohol testing, fingerprints and completion of all paperwork. Thank you in advance for your time in this matter.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

December 20, 2022

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Police Officer Position

\$26.78 I am requesting authorization to hire Alexandra Martens as a part-time police officer at a rate of ~~\$27.46~~ per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting she receive a start date effective on or after January 2nd 2023 pending results of her physical exam and a satisfactory background investigation. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000).

Respectfully submitted,


Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Alexandra Martens

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part Time

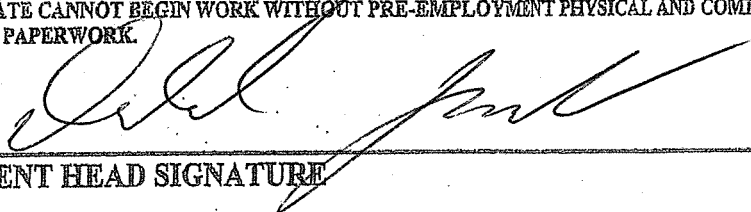
HOURLY RATE: \$26.78 ~~\$27.46~~ per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: 1/2/23 on or after

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

12/00/22
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



#8

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Town Supervisor ✓
Town Board

From: Charlene M Black, Personnel *C*

Date: December 15, 2022

Re: 2-Full Time MEO 1A Positions

Mark Hall, Highway Superintendent is recommending the hiring of two full time MEO 1As. Mr. Hall, David Ferguson, Working Leader and myself interviewed two candidates and Mr. Hall feels these two gentlemen are the right candidates to fill these positions, which have been vacant for some time. The candidates will need to complete their paperwork, fingerprinting and CDL physical, with Drug / Alcohol testing. The intended start date will be on or after Wednesday, December 28, 2022. This salary will be per the CSEA contract, \$24.8728 per hour. Thank you



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Charlene Black, Personnel Department

FROM: Mark Hall, Highway Superintendent 

DATE: December 14, 2022

RE: Meo 1A Interviews

After interviewing the candidates for the position of MEO 1A with Charlene Black & myself we feel the following are the best qualified for the position:

Luis Cabrera and Justin Smith

I am requesting that a start date on or after December 28, 2022 Thank you.

MH:ch

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Luis CabRERA

DEPARTMENT: HIGHWAY

TITLE OF POSITION: MEO IA

FULL TIME OR PART TIME: Full Time


HOURLY RATE: \$ 24.8728

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5110.100

PROPOSED HIRE DATE: ON OR AFTER December 28, 2022

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

12/14/22
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JUSTIN SMITH

DEPARTMENT: HIGHWAY

TITLE OF POSITION: MEO 1A

FULL TIME OR PART TIME: FULL TIME


HOURLY RATE: \$24.8728

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5110.100

PROPOSED HIRE DATE: ON OR AFTER DECEMBER 28, 2022

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

12/14/22
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

TOWN OF NEWBURGH
TOWN ENGINEER

#9A

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *jwo*
DATE: 14 December 2022
RE: Sewer\Water Department Equipment Purchases

Mark Hall, Highway Superintendent has obtained updated costs associated with the purchase of a new vehicle (Ford F-350) and standby generator for the Sewer Department. Not unexpectedly, these costs are higher than originally contained in the 2022 budget. Based on his quotes, an additional \$28,000 will be required to move forward with these purchases.

Additionally, the Town has sufficient funds available to purchase a second standby generator. This unit can be used by both the water and sewer departments. In the event of a power outage, use at the Owens Road Water Booster Pumping Station is critical to supplying the Deercreek and Fostertown Crossing subdivisions and the Town of Marlborough during the Delaware Aqueduct Tunnel shut-down planned for 2023-2024. The estimated cost of a 100 kVa standby generator is \$80,000.

Based on the above, I am requesting Town Board approval of the following budget transfers to proceed with these purchases in 2023.

From: G.5010.9902.5900 (Sewer Interfund Transfer)
To: H.8702.5200 (Equipment Purchases)
Amt: \$68,000

From: F.9902.5900 (Water Interfund Transfer)
To: H.8702.5200 (Equipment Purchases)
Amt: \$40,000

As this requires Town Board approval, I request it be put on the next available schedule.

Cc: R. Clum, Town Accountant
M. Hall, Highway Superintendent




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

717B
#9B

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent 
DATE: December 22, 2022
RE: Tow Behind Generator's

I would like to be put on the agenda, to purchase Two (2)- Tow Behind Generators for the Sewer Department, from Generac at \$54,849.00 each, for a total of \$109,698.00 Attached are the 3 price quotes.

The funds are available and will be taken from G.5010.9902.5900 Sewer Interfund Transfer.

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

MH/ch

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

REQUESTED BY: Dave LeRoy DATE PREPARED: 12-16-22

ITEM/SERVICE PURCHASED Tow behind Generator

VENDOR NAME Generac Stark Equipment Peak Power Systems

ADDRESS SYS W2929D Hwy. 59 12E Commerce Dr 99 Sprague Ave

CITY/STATE/ZIP Waukesha WI 53189 Ballston Spa, NY 12020 Middletown NY 10940

PHONE # 920-230-1280 518-242-6160 845-244-1975

CONTACT PERSON Lynn Jones Brian Shaw Nick Ristone

PRICE QUOTED \$ 54,849.00 \$ 68,785.00 \$ 66,000.00

EXPIRATION DATE 30 days 30 days 30 days

VENDOR CHOSEN _____

*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

DEPARTMENT HEAD SIGNATURE  DATE: 12/22/22

(ATTACH WRITTEN QUOTES)

Generac Power Systems, Inc.
S45 W29290 Hwy. 59
Waukesha WI 53189

Sales Quotation

Sold-To-Party RSM - DOMESTIC GENERAC WAUKESHA WI 53188
Ship-To-Party Town of Newburgh 90 Gardnertown Road Newburgh NY 12550-2807

Information	
Sales Quote No.	20690997
Document Date	12-22-2022
Customer No.	1004561
Currency	USD
Contact Person	EPA150_XPD.
Validity Start Date	12-22-2022
Validity End Date	03-22-2023

Header Information	
Purchase Order No:	Purchase Order Date: 12-22-2022
Gross Weight: 0.001 LB	Net Weight: 0.001 LB
Delivery Date: 12/31/2076	
Terms of payment: Payable immediately without deduction	
Terms of Delivery: EXW DELIVERING PLANT	
Sourcewell Contract 041719-GEN Sourcewell Member ID # 79238 Current lead time 15-18 weeks ARO, subject to change. Unit arrives on flatbed trailer. Forklift/crane needed to offload. Offloading is customer responsibility.	

Item	Material	Quantity	Price	Price Unit	Amount
10	MDG	1.000 EA	57,849.00 USD	1 EA	57,849.00
	MOBILE DIESEL GENERATORS				
	HTS Code: 8502120000				
	COO: US				
	With the following configuration				
	Mobile Generator Family		MDG		
	SHIP TO: Select Country		US		
	BRAND: Select		Generac Mobile		
	CERTIFICATIONS		CSA		
	BASE MODEL: Select		MDG100DF4		
	UNIT OUTPUT		100kVA (80KW)		
	DUTY		Prime		
	FREQUENCY		60 Hz		
	PARALLEL or SINGLE: Select		No, Paralleling not required		
	Engine and Tier		Deere F4		

Generac Power Systems, Inc.
S45 W29290 Hwy, 59
Waukesha WI 53189

Sales Quotation

Item	Material	Quantity	Price	Price Unit	Amount
	ALTERNATOR TYPE: Select		Standard		
	PHASE SELECTOR SWITCH: Select		4 Position Selector Switch		
	EXCITATION: Select Type		Shunt Excitation		
	PWR DISTRIBUTION: Accessories:		Connection Lugs		
	PWR DISTRIBUTION: Accessories:		Convenience Receptacles		
	VOLTAGE REGULATOR: Select		PM Voltage Regulator		
	FUEL TANK: Select Option		Single Wall Fuel Tank - Std		
	FLUID CONTAINMENT: Select		Fuel and Fluid Containment		
	FUEL SYSTEM: Accessories		Aux Fuel/DEF Tank Connections		
	FUEL SYSTEM: Accessories		Fuel Containment Sensor		
	COLD WEATHER PKG: Select one		No Cold Weather Package		
	COOLANT: Select Option		50 Ethylene Glycol/50 Water		
	BATTERY: Select Option		720CCA		
	TRAILER or SKID: Select		Trailer		
	TRAILER BRAKES: Select Option		Hydraulic Surge Brakes		
	TRAILER AXLE: Select Option		Single Axle		
	TRAILER HITCH: Select Option		2 in. Ball Hitch Adjustable		
	Trailer Adapter		Flat 4 to Round 7 Spade		
	SPECIAL OPT select if required		Special Options NOT required		
	Unit Weight (lbs)		4680 lb		
	Unit Weight (kg)		2122 kg		
	Regulatory Electrical		CSA Mobile		
Items total:					57,849.00
Shipping					2,200.00
Shipping Discount					0.00
Subtotal:					60,049.00

Generac Power Systems, Inc.
S45 W29290 Hwy. 59
Waukesha WI 53189

Sales Quotation

Signature _____ Date _____

MDG100DF4 | 4.5 L | 100 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Final Tier 4

GENERAC® | **MOBILE**

Standby Power Rating

85 kW, 106.25 kVA, 60 Hz

Prime Power Rating

80 kW, 100 kVA, 60 Hz

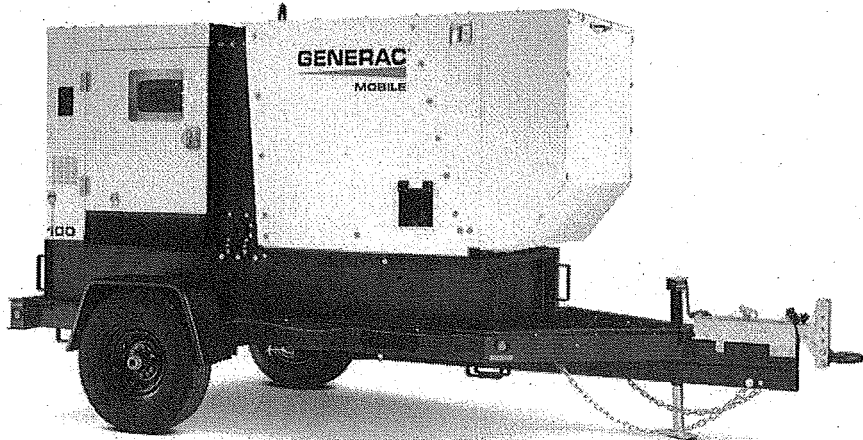


Image used for illustration purposes only



Codes and Standards

Generac Mobile products are designed to the following standards:



CSA CERTIFIED



NATM



TIER 4 FINAL EMISSIONS



ISO 8528-5

Power When and Where You Need It

Generac Mobile diesel generators are designed and engineered to power a variety of projects, in the most extreme environments. Gensets are configured to meet customer needs, including choice of containment, cold weather packages, trailer options, and more.

Generac Mobile diesel generators are manufactured to deliver reliable power, when and where you need it.

MDG100DF4 | 4.5 L | 100 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Final Tier 4

GENERAC® MOBILE

STANDARD FEATURES

ENGINE SYSTEM

- John Deere® 4045HFG04
- 4 cylinder
- Turbocharged
- 275 in³ (4.5 L) displacement
- EPA Final Tier 4
- Power @ 1,800 rpm – hp (kW):
 - Prime: 122 (90)
 - Standby: 133 (99)
- Iso mounted engine supports
- Paper element air filter with safety cartridge
- Electronic isochronous governing
- Variable speed fan drive
- Spin-on cartridge oil filter

FUEL SYSTEM

- Fuel tank capacity – gal (L):
 - Total: 165 (625)
 - Usable: 146 (552)
- Maximum run time @ 100% load: 24 hr
- DEF tank capacity – gal (L):
 - Total: 12 (45.4)
 - Usable: 9.1 (34.4)

COOLING SYSTEM

- Capable of operating at 104 °F ambient
- Radiator and oil drains plumbed to exterior

SYSTEM OUTPUTS

- Voltage selection switch: 3-position, lockable

GENERATOR

- 60 Hz engine/generator
- Marathon Electric® 362CSL1606
 - Brushless
 - 4-pole
 - Class H insulation

ENCLOSURE

- Aluminum, sound attenuated enclosure
 - UV and fade resistant, high temperature cured, white polyester powder paint
 - Insulated and baffled
- Fully lockable – including doors, fuel fill, and DEF fill
- Exterior emergency stop switch
- Central lifting point
- Multi-lingual operating and safety decals
- Document holder with owner's manual – includes AC and DC wiring diagrams

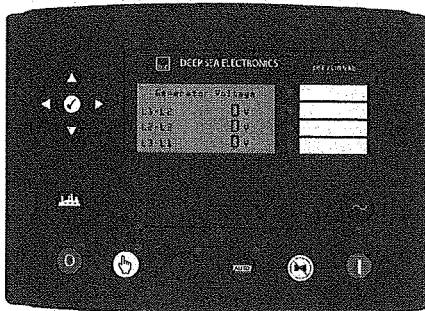
TRAILER

- DOT approved tail, side, brake, and directional lights; recessed rear lights
- Surge brakes
- Transportation tie downs
- Safety chains with spring loaded safety hooks
- 3 in (76.2 mm) ring hitch
- Single axle – 6,000 lb (2,722 kg)
- 2,000 lb (906 kg) tongue jack w/footplate
- Tires: 15 in (38.1 cm), 10-ply, tubeless, load range E

WARRANTY

- 2 year limited or 2,000 hours
 - Unlimited hours covered in first year

CONTROL SYSTEM



010643

Deep Sea® CONTROLLER AND DISPLAY

- Model DSE7310 MKII
- 4-line back-lit LCD text display
- -40 to 158 °F (-40 to 70 °C) operating temperature range
- Multiple language options
- Configurable timers & alarms
- Configurable start/stop timers
- Configurable maintenance alarms
- Heated display

PUSH BUTTONS FOR EASY OPERATION

- Manual or Auto start
- Engine start
- Engine stop/reset
- User-friendly setup and button layout
- Five key menu navigation
- Hours counter
- Multiple parameters are monitored & displayed simultaneously for full visibility
- View controller parameters (configuration, firmware version, connections)

LCD ALARM INDICATION

- Generator diagnostic display
 - System kVA output display
 - Line output and frequency display
- Alarm types: Warning, Shutdown, Electrical Trip, Engine
- Alarm list – warnings/shutdowns; 250 event history log – date/time stamp
 - Fuel level: warning – 15%; shutdown – 5%
 - Overspeed protection: shutdown – 110%
 - Engine diagnostic warnings communicated through J1939 CANbus
 - Battery voltage: over – 15 VDC; under – 11 VDC
 - Generator over voltage: warning – 110%; electrical trip – 115%

- Generator under voltage: warning – 90%; shutdown – 85%
- Generator over frequency: warning – 105%; electrical trip – 110%
- Generator under frequency: warning – 95%; electrical trip – 90%
- Auto-schedule
- Status

ELECTRICAL CONTROLS

- Remote start/stop contacts in receptacle box
- Lockable control box door with diagnostics window
- Lockable lug box with safety switch
 - Trips main breaker when door is opened
 - Disables voltage regulator
- Output ground connection lug inside lug box
- 400 A main breaker with shunt trip
- Convenience receptacles with individual breakers (restricted use in high wye mode)
 - Two 120 V, 20 A, GFCI, duplex outlets (NEMA 5-20R type)
 - Three 125/250 V, 50 A, 3-pole, 4-wire, twistlock outlets (Non-NEMA 6369)
- Voltage adjustment ±10%
- One 12 V, 720 CCA, wet cell battery

MDG100DF4 | 4.5 L | 100 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Final Tier 4

GENERAC® | MOBILE

OPTIONS*

ENGINE SYSTEM

- Two fuel filter heaters
- Oil pan heater
- Battery heater
- CCV multi-heater system
- 60/40 coolant
- Positive air shutdown

FUEL SYSTEM

- 110% fluid containment
- Leak detection
- Auxiliary fuel and DEF system

TRAILER

- Electric brakes
- Tandem axle
- Stabilizer jacks
- Tool box/storage bin
- 2 in (50.8 mm) ball hitch

- 2-5/16 in (58.7 mm) ball hitch
- Full-size spare tire

CABINET

- Control panel light
- Interior lights

CONTROL SYSTEM

- 4-position phase switch
- PMG
- Paralleling
- Buck transformer
- Battery disconnect switch
- Cam locks
- 10 A battery charger
- DVR

GENERATOR SYSTEM

- SUPERSTART®
- VFLEX (600 V)

CAN PACKAGE

- Two fuel filter heaters
- Oil pan heater
- Battery heater
- CCV multi-heater system
- 60/40 coolant
- Containment

CAN6 PACKAGE

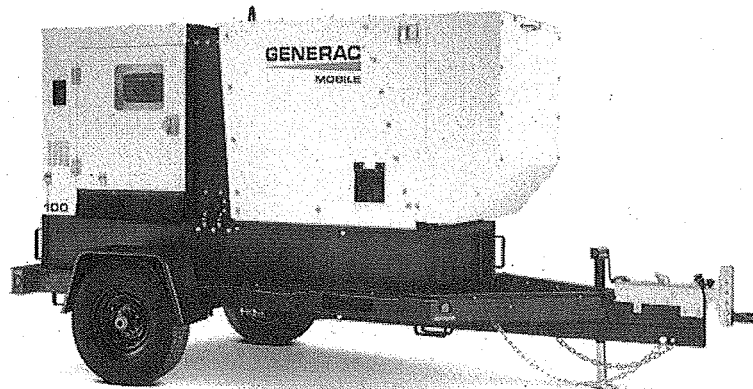
- Two fuel filter heaters
- Oil pan heater
- Battery heater
- CCV multi-heater system
- 60/40 coolant
- VFLEX
- Containment

RATING DEFINITIONS

Standby: Applies to varying emergency load for the duration of a utility power outage.

Prime: Applies to supplying power to a varying load in lieu of utility for an unlimited amount of running time.

*Consult factory for availability



MDG100DF4 | 4.5 L | 100 kVA MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Final Tier 4



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make (Model)	John Deere (4045HFG04)
EPA Emissions Compliance	Final Tier 4
After-Treatment System	DOC and SCR
Cylinders – Qty	4
Type	In-Line
Displacement – in ³ (L)	275 (4.5)
Bore – in (cm)	4.2 (10.6)
Stroke – in (cm)	5.0 (12.7)
Compression Ratio	17:1
Intake Air Method	Turbo/Air-To-Air, After-Cooled

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	2%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Spin-On Cartridge
Crankcase Capacity – qt (L)	15.9 (15)

Cooling System

Cooling System Type	Radiator and CAC
Water Pump Type	Engine Belt Driven
Fan Type	Pusher
Fan Speed – rpm	Variable Speed Clutch
Fan Diameter – in (cm)	23.2 (59.0)
Cooling System Capacity – qt (L)	22.0 (20.8)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel
Fuel Specifications	EN 590 / ASTM D975
Fuel Filtering – μ	Primary: 10 Final: 2
Fuel Injection Pump – Make (Model)	Denso (HP3)
Fuel Pump Type	Engine Gear Driven
Injection Type	Electronic
Engine Type	Direct Injection High-Pressure Common Rail
Fuel Supply Line Diameter – in (mm)	0.375 (9.5)
Fuel Return Line Diameter – in (mm)	0.375 (9.5)

Engine Electrical System

System Voltage – VDC	12
Battery Charger Alternator – VDC (A)	12 (90)
Battery – CCA	720
Battery – V (Qty)	12 (1)
Ground Polarity	Negative (-)

ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (362CSL1606)
Poles – Qty	4
Field Type	Rotating
Insulation Class – Rotor	H
Insulation Class – Stator	H
Total Harmonic Distortion	<3.5%
Telephone Interference Factor	<50

Standard Excitation	Brushless
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Number of Sensed Phases	1
Regulation Accuracy (Steady State)	±0.5%

SUPERSTART ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (362PSL1650)
Poles – Qty	4
Field Type	Rotating
Insulation Class – Rotor	H
Insulation Class – Stator	H
Total Harmonic Distortion	<3.5%
Telephone Interference Factor	<50

Standard Excitation	Brushless
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Quantity of Sensed Phases	1
Regulation Accuracy (Steady State)	±0.5%

MDG100DF4 | 4.5 L | 100 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Final Tier 4

GENERAC®

MOBILE

APPLICATION AND ENGINEERING DATA (CONTINUED)

VFLEX ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (362PSL36115)	Standard Excitation	Brushless
Poles - Qty	4	Bearings	Single Bearing
Field Type	Rotating	Coupling	Direct Flexible Disc
Insulation Class - Rotor	H	Prototype Short Circuit Test	Yes
Insulation Class - Stator	H	Voltage Regulator Type	AVR
Total Harmonic Distortion	<3.5%	Quantity of Sensed Phases	1
Telephone Interference Factor	<50	Regulation Accuracy (Steady State)	±0.5%

OPERATING DATA

POWER RATINGS

	Standby: kW/kVA (A)	Prime: kW/kVA (A)
1-phase, 120/240 VAC @ 1.0 pf*	78/78 (325)	78/78 (325)
3-phase, 120/208 VAC @ 0.8 pf	85/106.25 (295)	80/100 (278)
3-phase, 120/240 VAC @ 0.8 pf**	85/106.25 (256)	80/100 (241)
3-phase, 277/480 VAC @ 0.8 pf	85/106.25 (128)	80/100 (120)
3-phase, 346/600 VAC @ 0.8 pf***	85/106.25 (102)	80/100 (96)

*Alternator limited.

**Power ratings achieved through use of optional 4-position phase switch.

***Power ratings achieved through use of optional VFLEX alternator.

FUEL AND DEF CONSUMPTION RATES

Load	Fuel: gph (Lph)		DEF: gph (Lph)	
	Standby	Prime	Standby	Prime
25%	2.0 (7.57)	1.90 (6.37)	NA	NA
50%	3.46 (13.10)	3.17 (12.02)	NA	NA
75%	4.95 (18.75)	4.51 (17.07)	NA	NA
100%	6.64 (25.12)	6.01 (22.72)	NA	0.26 (1.15)

Deration - Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please contact a Generac Mobile Authorized Service Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, ISO8665, SAE J1228, SAE J1995, and DIN6271 standards.

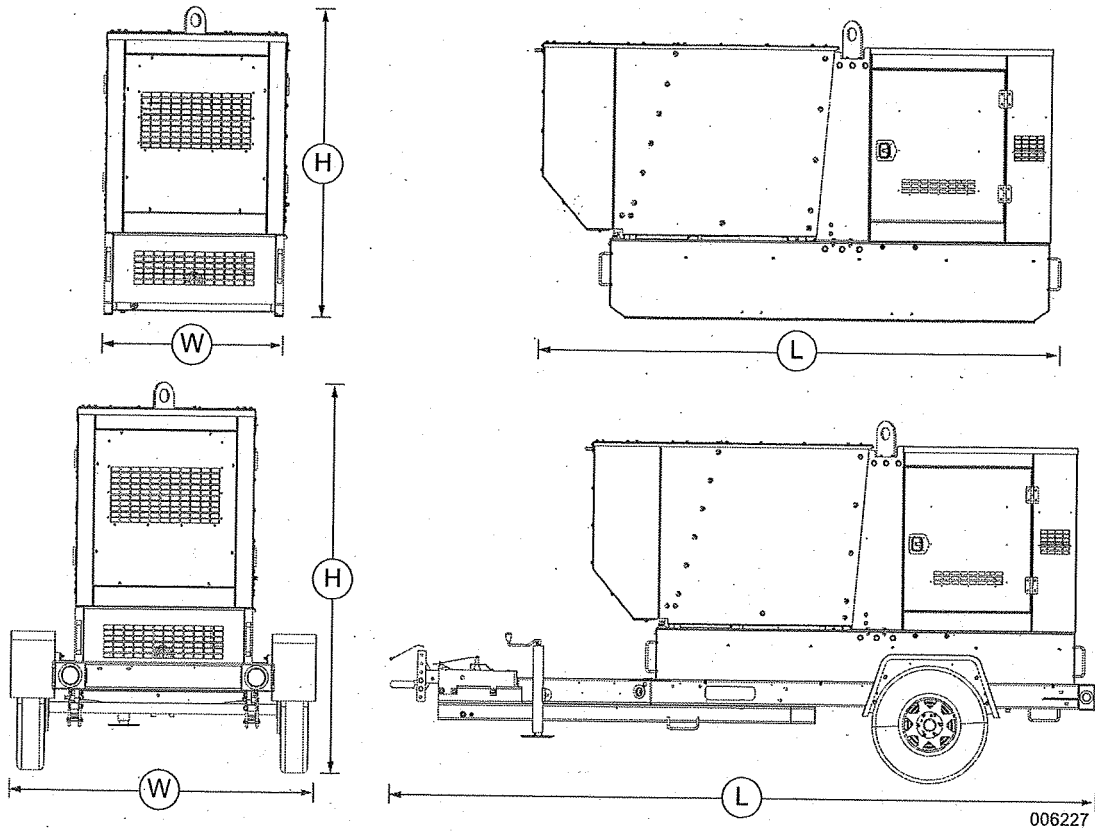
MDG100DF4 | 4.5 L | 100 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Final Tier 4



DIMENSIONS AND WEIGHTS*



006227

	Run Time: hr	Usable Fuel Capacity: gal (L)	Dimensions – L×W×H: in (m)	Weight: lb (kg)
Skid	24	146 (552)	119 (3.02)×40 (1.02)×62 (1.57)	Dry: 3,980 (1,805)
				Operating: 4,940 (2,240)
Trailer	24	146 (552)	170 (4.31)×69 (1.75)×80 (2.03)	Dry: 4,680 (2,122)
				Operating: 5,640 (2,555)

SOUND RATING

- 74 dB(A) @ 23 ft (7 m) @ prime power

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC MOBILE DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Mobile Authorized Service Dealer for detailed installation drawings.

Generac Power Systems, Inc.
S45 W29290 Hwy. 59
Waukesha WI 53189

Sales Quotation

Sold-To-Party
RSM - DOMESTIC GENERAC WAUKESHA WI 53188
Ship-To-Party
Town of Newburgh 90 Gardnertown Road Newburgh NY 12550-2807

Information
Sales Quote No. 20689179
Document Date 12-16-2022
Customer No. 1004561
Currency USD
Contact Person EPA150_XPD
Validity Start Date 12-16-2022
Validity End Date 03-16-2023

Header Information	
Purchase Order No:	Purchase Order Date: 12-16-2022
Gross Weight: 0.001 LB	Net Weight: 0.001 LB
Delivery Date: 12/31/2076	
Terms of payment: Payable immediately without deduction	
Terms of Delivery: EXW DELIVERING PLANT	
Sourcewell Contract 041719-GEN Sourcewell Member ID # 79238 Current lead time is 15-18 weeks ARO, subject to change Unit arrive on flatbed trailer. Forklift/crane needed to offload Offloading is customer responsibility	

Item	Material	Quantity	Price	Price Unit	Amount
10	MDG	1.000 EA	52,649.00 USD	1 EA	52,649.00
	MOBILE DIESEL GENERATORS				
	HTS Code: 8502120000				
	COO: US				
	With the following configuration				
	Mobile Generator Family		MDG		
	SHIP TO: Select Country		US		
	BRAND: Select		Generac Mobile		
	CERTIFICATIONS		CSA		
	BASE MODEL: Select		MDG75DF4		
	UNIT OUTPUT		75kVA (60KW)		
	DUTY		Prime		
	FREQUENCY		60 Hz		
	PARALLEL or SINGLE: Select		No, Paralleling not required		
	Engine and Tier		Deere F4		



Generac Power Systems, Inc.
S45 W29290 Hwy. 59
Waukesha WI 53189

Sales Quotation

Item	Material	Quantity	Price	Price Unit	Amount
	ALTERNATOR TYPE: Select		Standard		
	PHASE SELECTOR SWITCH: Select		4 Position Selector Switch		
	EXCITATION: Select Type		Shunt Excitation		
	PWR DISTRIBUTION: Accessories:		Connection Lugs		
	PWR DISTRIBUTION: Accessories:		Convenience Receptacles		
	VOLTAGE REGULATOR: Select		PM Voltage Regulator		
	FUEL TANK: Select Option		Single Wall Fuel Tank - Std		
	FLUID CONTAINMENT: Select		Fuel and Fluid Containment		
	FUEL SYSTEM: Accessories		Aux Fuel/DEF Tank Connections		
	FUEL SYSTEM: Accessories		Fuel Containment Sensor		
	COLD WEATHER PKG: Select one		No Cold Weather Package		
	COOLANT: Select Option		50 Ethylene Glycol/50 Water		
	BATTERY: Select Option		720CCA		
	TRAILER or SKID: Select		Trailer		
	TRAILER BRAKES: Select Option		Hydraulic Surge Brakes		
	TRAILER AXLE: Select Option		Single Axle		
	TRAILER HITCH: Select Option		2 in. Ball Hitch Adjustable		
	Trailer Adapter		Flat 4 to Round 7 Spade		
	SPECIAL OPT select if required		Special Options NOT required		
	Unit Weight (lbs)		4440 lb		
	Unit Weight (kg)		2013 kg		
	Regulatory Electrical		CSA Mobile		
Items total:					52,649.00
Shipping					2,200.00
Shipping Discount					0.00
Subtotal:					54,849.00



Generac Power Systems, Inc.
S45 W29290 Hwy. 59
Waukesha WI 53189

Sales Quotation

Signature _____ Date _____



Thank you for choosing Generac Power Systems!

The following requirements must be submitted when completing your request for credit with Generac Power Systems, Inc. Please read and complete thoroughly.

Incomplete documentation may result in delayed credit decisions.

Completed and signed credit application

***Must include valid fax numbers, email addresses, and phone numbers for all bank and trade references.**

***Must include references provided with a comparable credit line.**

Signed Reference Authorization Form

Resale Certificate (Taxes will be charged if not provided for each state.)

Completed and signed W-9 (W8-BEN International/Canada)

Credit Limit Requested \$ _____

No Order Pending

Order Pending \$ _____

Email the last two years of Audited Financials to credit.dept@generac.com

***Financial information is not shared with anyone outside of Generac's Credit Department.**

If there are any questions please email:

Credit.Dept@generac.com

GENERAC®

APPLICATION FOR CREDIT Please Type or Print (Complete in Full)

Type of Business	Rental Company	Resale (Dealer)	Other
Ownership	Sole Proprietor	Partnership	Corporation

Legal Company Name: _____ Website: _____ DUNS #: _____

Billing Address: _____ City: _____ State: _____ Zip Code: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

Shipping Address: _____ City: _____ State: _____ Zip Code: _____

Owner(s) Full Name(s): _____ E-mail: _____ Phone: _____ Fax: _____

Accounts Payable Name: _____ E-mail: _____ Phone: _____ Fax: _____

Service Manager Name: _____ E-mail: _____ Phone: _____ Fax: _____

Length of time in business under present ownership _____ Does your company plan to service units purchased? Yes No

If not, who performs Service? _____ Number of Service People/Vehicles: _____

Current Territory/Markets Covered: _____

Location of Other Branches: If more space is needed, please supply a separate sheet. _____

Expected Credit Limit: \$ _____

ORDER PENDING _____

NO ORDER PENDING

Type of Expected Purchase: **Parts Only** **Equipment Only** **Both**

BANK REFERENCE-Please sign Bank Authorization			
Name of Bank:		Officer to Contact:	
Address:	City:	State:	Zip Code:
Phone:	Fax:	Account #:	
Email:			
TAX IDENTIFICATION#			
TRADE REFERENCES: Have you purchased Generac or Magnum products from another source in the past? If so, please be sure to include the name of the company and contact information as one of the trade references.			
Name of Firm:	Phone:	Fax:	Account #:
	Email:		
Address:			
Name of Firm:	Phone:	Fax:	Account #:
	Email:		
Address:			
Name of Firm:	Phone:	Fax:	Account #:
	Email:		
Address:			

GENERAC®

1. It is understood and agreed that the undersigned specifically consents to Generac Power Systems, Inc. their affiliates and subsidiaries (either or both the "Company") taking any action to obtain and investigate the undersigned's credit history for the purpose of determining whether to extend credit.
2. If credit is extended, the undersigned acknowledges that credit terms are payment in full in accordance with the terms and conditions of sale on the invoice or as agreed to in writing by the parties.
3. All sums due and payable to Generac Power Systems, Inc. shall be payable at the mailing address of 29330 Network Place Chicago, IL 60673-1293, ACH to JP Morgan Chase Bank, Tampa, FL, ABA #075000019, Account #127680855, or WIRE to JP Morgan Chase Bank, Tampa, FL, ABA# 021000021 Account # 127680855 SWIFT CODE: CHASUS33
4. In the event the undersigned fails to timely pay any invoice, the undersigned agrees to pay a monthly finance charge of 2% per month on the unpaid balance thereof.
5. Past due balances can result in the undersigned's account(s) being put on hold and all credits, pending warranty claims, and open orders will be delayed. Company will not accept any other orders on open account until the past due balance is paid. Open warranty claims and credits will not be considered until payment is made in full and the account is current. The support of product may require Company to provide service part shipments directly to the end user.
6. In the event that it is necessary to place the account with a collection agency or attorney, the applicant agrees to pay all collection costs and attorney fees in addition to all other sums due.
7. This Application shall be governed and construed by the laws of the State of Wisconsin and both parties consent to Wisconsin as the exclusive jurisdiction for any dispute arising out of this Application, extension of credit or any sales made thereunder. If any provision or any part of any provision of this Application is hereafter held invalid or unenforceable, the remainder of this Application shall not be affected thereby and to this end the provisions of this Agreement are declared severable.
8. Company may extend or deny credit in its sole discretion for any reason and at any time. If credit is extended, Company may, in its sole discretion, choose to continue or discontinue such line of credit, with or without notice, in any amount or amounts determined by the Company in its sole discretion and with or without notice to place this amount on a prepay basis and/or refuse sales entirely.
9. The undersigned warrants that the above agreement has been carefully read and the Applicant understands the terms and conditions hereof completely. The Applicant certifies that all the information supplied is true and correct in all material respects. The undersigned acknowledges that Company will rely on the truth and accuracy of the information provided in this Application in considering the applicant's credit application.
10. The Applicant understands that notice must be provided in writing to the credit grantor, Company, of any change in ownership, the name, or the business structure under which credit is established.
11. The applicant certifies that this request is for extension of credit for business purposes only and is not intended for the extension of credit for personal, family, or household purposes.
12. The undersigned acknowledges and agrees that Company may share the information with any related or third party provided herein for purposes of providing credit to the Applicant.
13. The Applicant agrees to defend, indemnify and hold Company and each and all of their respective officers, employees, agents, shareholders, members, managers, directors, affiliates, attorneys, successors and assigns harmless from all losses, costs, expenses, damages and liabilities (including reasonable attorney's fees) incurred in connection with any demand, claim, counterclaim, cause of action or proceeding brought as a result of, or arising out of or in any way related to, this Application for credit and any extension of credit made by Company.
14. COMPANY SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO APPLICANT FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

Firm Name: _____

Name: _____ Title: _____ Signature: _____ Date: _____

Name: _____ Title: _____ Signature: _____ Date: _____



REFERENCE AUTHORIZATION FORM

Information Release Statement:

The undersigned grant permission to the establishment(s) listed in the credit application to release reference information as requested to Generac Power Systems, Inc.

COMPANY NAME

ADDRESS

AUTHORIZED NAME (PRINT)

AUTHORIZED SIGNATURE

DATE

GLOBAL SAP NEW ACCOUNT INFORMATION SHEET

All information must be completed!

COMPANY BILLING INFORMATION:

Company Name:			
DBA Name/Store # (if applicable):			
Bill to Address:			
City:	State/Province:	Zip/Postal Code:	Country:
Contact Person (for billing questions):			
Telephone:	Fax:	E-mail:	
<i>Please Note: All Generac authorized customers must have the ability to receive electronic invoices. Please provide your email address to ensure electronic invoices are sent to the appropriate contact.</i>			

SALES TAX STATUS:

- This is an exempt account (exemption certificates required for each ship-to state your company expects to be tax free)
- This is a taxable account

Sales tax will automatically be charged in any ship-to state where Generac has a requirement to collect tax unless a Reseller's Exemption Certificate is provided for that particular ship-to state in advance of sale.

*Generac has an obligation to collect tax in Canada if we are the importer of record.

SHIPPING INFORMATION: (All orders will be shipped to this address unless otherwise specified)

Check one: Same as BILLING INFORMATION Use information provided below:

Company Ship To Name:			
Address:			
City:	State/Province:	Zip/Postal Code:	Country:
Contact Name:	Telephone:		

FREIGHT FOWARDER CONTACT INFORMATION: (If applicable)

Freight Forwarder Name:			
Address:			
City:	State/Province:	Zip/Postal Code:	Country:
Contact Name:	Telephone:	E-mail:	

KEY CONTACT INFORMATION: (To add additional contacts call your Generac Inside Sales Representative at (262) 544-4811)

All customers must have the ability to receive Generac communications via e-mail.

Name:	Title:
Phone:	Fax:
E-Mail:	Cell Phone/Alternate Phone #

Submitted by: _____ Title: _____ Date: _____

For Internal Use Only

<input type="checkbox"/> Add to EW Distributor Locator	<input type="checkbox"/> Add to HW Distributor Locator	<input type="checkbox"/> Add to Residential Dealer Locator	<input type="checkbox"/> Add to OPE Dealer Locator
Sales Office:	Sales Group:	Price Group:	
Freight (circle one): Free Prepaid	Delivery Priority:	Buying Group (if applicable):	Trade Disc:
Submitted by:			
Management Approval/Date:			



DATE: December 21, 2022

PROJECT: Newburgh Sewer Department

We appreciate the opportunity to provide the following equipment and/or services for your consideration on this project. This specific selection is configured in accordance with our understanding of the project specifications and/or requirements.

BILL OF MATERIAL

Quantity 1 - Generac Mobile diesel engine-driven generator set MDG75DF4, consisting of the following features and accessories:

- Trailered Unit
- 75KVA Rating, 60Hz
- 4-Position Voltage Selector Switch
 - 277/480VAC Three Phase-60kw Prime
 - 120/208VAC Three Phase-60kw Prime
 - 120/240VAC Three Phase-60kw Prime
 - 120/240VAC Single Phase-55kw Prime
- Prime Duty Rating
- CSA
- Variable Speed Cooling Fan
- 24Hr Double Wall Tank
- Single Axle
- Electric Brakes
- 3 in. Pintle Ring Adjustable
- Trailer Adapter, Flat 4 to Round 7 Spade
- Rear Stabilizer Jack
- Spare Tire

Quantity 1 - Startup and Training

Stark Equipment, LLC.

SPECIALIZING IN HVAC, CRITICAL POWER, BOILER, INDUSTRIAL COMBUSTION & CLEAN ROOM APPLICATIONS

Starktech.com



EQUIPMENT

Total Facilities Optimization

PRICING SUMMARY

- Pricing is Valid for 30 days

Quantity	TAG	Description	Price
1	EQUIPMENT-1	MDG75KW Trailer Diesel Generator	\$67,285.00
1	SERVICES-2	Startup and Equipment Training	\$1,500.00
		Total Price NOT Including Sales Tax (add as applicable)	\$68,785.00

PROJECT NOTES

- **Submittals:** Approximately 1 week from receipt of purchase order.
- **Lead Time:** TBD after approved submittals or authorized release.
- **Receiving:** Equipment Receiving, Unloading or Rigging is not included and is the responsibility of others.
- **Installation:** Installation including any site wiring is not included and is the responsibility of others.
- **Freight Terms:** If included, freight charges are delivery to FOB.
- **Startup:** Factory authorized startup & associated configuration/testing is to be performed during normal business hours. After hours or weekend site services are available at an additional cost, to be quoted as an adder if desired.

PLEASE ADDRESS PURCHASE ORDERS TO:

Stark Equipment, LLC.
 95 Stark St.
 Tonawanda, NY 14150

PLEASE EMAIL YOUR PURCHASE ORDER TO THE CONTACT BELOW.

We appreciate the opportunity to work with you on this project. If you have any questions, please reach out to our office referencing the below contact information.

Thank you.

Brian Shaw

Stark Equipment | Sales Engineer
 12E Commerce Dr., Ballston Spa, NY 12020
 518-242-6160 | ShawB@Starktech.com

Stark Equipment, LLC.

SPECIALIZING IN HVAC, CRITICAL POWER, BOILER, INDUSTRIAL COMBUSTION & CLEAN ROOM APPLICATIONS
 Starktech.com



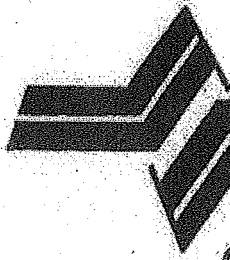
TERMS AND CONDITIONS

- Quotation Valid for 30 days
- Price does not include tax or installation. Any applicable taxes must be added.
- Payment Terms are Net 30 Days from equipment shipment date (from factory) or 100% payment for Equipment prior to startup, whichever comes first. Terms acknowledgment must be listed on accepted purchase orders. Credit Acceptance is subject to Stark Tech's credit approval. Any unpaid invoice amounts after 30 days past due are to be subject to a 1.5% monthly finance charge. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to at the time of purchase order acceptance.
- Factory ordered equipment held for shipment is subject to a 1% storage fee per month unless order is paid in full.
- All quoted lead times are estimates and outside of our control. Therefore, Stark Equipment LLC will not be responsible for any incidental or liquidated damages.
- Stark Equipment LLC. will not accept retainage of any kind without prior written approval.
- Cancellation or modifications of all or part of any order are subject to Seller's prior written consent in each instance. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of the cancellation or modification, plus a reasonable profit.
- Indemnification –
 - Buyer will defend, indemnify, and hold harmless Seller and its parent company, their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) ("Claims") arising out of or occurring in connection with the negligence or willful misconduct of Buyer or its employees or agents, including but not limited to: (i) any misuse or modification of the Products by Buyer or its employees or agents; (ii) any act (or failure to act) by Buyer or its employees or agents in contravention of any safety procedures or instructions that Seller provides to Buyer or its employees or agents, or (iii) the failure to store, install, operate, or maintain the Products in accordance with the Instructions.
 - Seller will defend, indemnify, and hold harmless Buyer and its subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any Claims arising out of or occurring in connection with the negligence or willful misconduct of Seller or its employees or agents.
- If the equipment proposed includes any on site startup, equipment configuration and/or acceptance testing requirements Stark Equipment LLC. will subcontract those services to our appropriate equipment service entity. i.e. Robert L. Kistler Service Corp. (HVAC Services); Emergency Power Systems (Critical Power Services) Buckpitt (Boiler, Combustion & Control Services).

Stark Equipment, LLC.

SPECIALIZING IN HVAC, CRITICAL POWER, BOILER, INDUSTRIAL COMBUSTION & CLEAN ROOM APPLICATIONS

Starktech.com



PEAK POWER SYSTEMS

99 Sprague Avenue Middletown, NY 10940 Phone: (845) 344-1975 Fax: (845) 344-1979
Capital District Phone: (518) 452-1010 Fax: (518) 452-1717

Generator Sales, Service, & Rentals

To: **Town of Newburgh**

Quotation & Bill of Materials: **Town of Newburgh**

Wednesday December 7, 2022

Quote#120722

Bill of Materials

(1) **One Magnum Mobile Genset; MDG75DF4-STD3 Standby Power Diesel Engine-Driven Mobile Generator**, consisting of the following features and accessories:

ENGINE

- John Deere® 4045HFG04 - Turbocharged, Diesel Engine
- Prime - 97 hp @ 1800 rpm, Standby - 107 hp @ 1800 rpm
- **4 Cylinder, 4.5L Displacement**
- **Tier IV Final Approved**
- **165 Gallon Fuel Tank**
- **30 Hour Runtime @ 100% Load**
- Fuel Tank Built into Skid of Generator Set
- Cooling System Capable of operating at 120°F Ambient
- **In-line Engine Block Heater (Kim Hotstart)**
- Rubber Vibration Dampers Isolate Engine/Generator from Frame
- Air Filter Restriction Indicator Mounted on Control Panel
- 60 Hz engine/generator
- Electronic Isochronous Governing

SYSTEM OUTPUT – *See Spec Sheet for Prime Ratings*

- **Single Phase – 120/240 - 55 kW / 55 kVA**
- **Three Phase – 120/208 - 68 kW / 85 kVA**
- **Three Phase – 120/240 - 68 kW / 85 kVA**
- **Three Phase – 277/480 - 68 kW / 85 kVA**

SYSTEM CONTROLS

- Power Zone™ Controller and Display
- Backlit, 800 x 480 pixel resolution color display
- -40°F to 185°F operating temperature range
- Automatic coarse voltage adjustment
- Integrated fine voltage adjustment
 - PLC functionality
 - Remote start / stop contacts located next to lug box
 - Lockable control box door with diagnostics window
 - Lockable lug box with safety switch
 - Trips Main Breaker when Lug Door is Opened
 - Disables Voltage Regulator
 - Cable Entry Guides to the Lug Box
 - Restricts access of foreign objects
 - Output Ground Connection lug inside lug box

GENERAC

**INDUSTRIAL
POWER**

- **400A Main Breaker with Shunt Trip**
- Convenience Receptacles with Individual Breakers (restricted use in high wye mode)
- (2) 120V 20 Amp GFCI Duplex Outlets (Nema 5-20R type)
- (3) 125 / 250V 50 Amp, 3 pole, 4 wire Twistlock (Non-Nema 6369)
- Panel mounted rheostat for voltage adjustment - +/- 10%
- **(1) 720CCA Wet Cell Battery**
- **Battery Disconnect Switch**
- **Battery Charger – 10A Trickle**
- ****Quad Set Cam Lock Connections**

ENCLOSURE

Aluminum, Sound Attenuated Enclosure
 UV & fade resistant, High Temperature Cured, White Polyester Powder Paint
 Insulated and Baffled
 68 dB(A) at 23 Feet – Prime Power
 Fully Lockable Enclosure Including Doors and Fuel Fill
 Emergency Stop Switch Located on Outside of Enclosure
 Central lifting point
 Multi-lingual operating/safety decals
 Document holder with operating manual including AC/DC wiring diagrams
 Interior Cabinet lighting

TRAILER

DOT Approved Tail, Side, Brake, and Directional Lights
 Recessed Rear Lights, Transportation Tie Downs
 Safety Chains with Spring Loaded Safety Hooks
 3" Lunette Ring Hitch
 (1) 6000 lb. Axles
 2,000 lb. Tongue Jack with Footplate
 ST215/75R17.5 Tubeless Tires – 10 Ply
 *2 Year Factory Warranty

Delivery, Start-Up & Commissioning Included

Net Price..... \$ 66,000.00

***Note: Items or options not listed**

- **Rigging & Handling once shipped to job not included, to be done by others**
- **Shipment includes Peak Power Setting on pad (done by others, if accessible)**
- **Start-Up during normal business hours Monday to Friday**

Note: Items or options not listed in this quotation are not included.

This proposal is based on information supplied to Peak Power Systems which may or may not have been correct or complete. The customer is responsible for reviewing this proposal for compliance with the complete and final drawings and specifications. Peak Power Systems does not possess information pertaining to any additional spec or addendums that may affect the scope of the generator set.

Peak Power Systems is an EQUIPMENT SUPPLIER VENDOR, not a contractor nor subcontractor and therefore does not recognize nor is bound by terms such as or limited to: "FLOW DOWN", "PAY WHEN PAID" "RETAINAGE", "LIQUIDATED DAMAGES", "HOLD BACKS" or any other CONTRACTUAL OBLIGATIONS or TERMS REALTIVE to CONTRACTOR or SUB-CONTRACTOR LANGUAGE, STATUS or AGREEMENTS.

Back charges of any kind are not acceptable unless agreed in writing by Peak Power Systems.



Equipment training will be provided at the same time as the startup, additional training other than same day of Startup will be an additional charge.

If the jobsite is not ready to receive the equipment by the estimated delivery time, additional charges will be incurred to store and or warehouse the equipment until the site is ready.

Freight charges are estimated and can and may change according to delivery location and or current fuel pricing.

Unloading, installation and sales tax not included. Quote price is good for thirty days.

Terms: C.O.D. until thirty-day credit approval or agreed terms by both parties in writing.

A 33% deposit is required upon ordering of unit. Balance due upon delivery. Cancellation of order after approved submittals will result in a 10% Cancellation Fee of quoted price.

Payment obligations are not dependent or contingent upon manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory certified startup.

No discounts allowed. Advanced progress payment may be required.

Delivery is by truck, curbside. Purchaser to provide unloading facilities and labor. Unloading time not to exceed one (1) hour from time of arrival at jobsite.

A Delivery as of 12/2022 is 12-14 weeks (Genset) receipt of approval to proceed with fabrication.

All warranties begin when purchased equipment is placed in service or up to 6 months from shipment of from notification of ready to ship, whichever occurs first. Any exceptions to this warranty must be as agreed upon at time of order.

Peak Power Systems, Inc., is not responsible for acquiring or paying for fees, licenses, certificates, inspections, registrations and the like by any state, city, town, government, or regulatory agency that may be required in any way for the installation and operation of the proposed equipment.

Peak Power Systems, Inc., is not responsible for installation service of any kind, nor jobsite security, unless specified on the purchase order and agreed upon in writing by Peak Power Systems, Inc..

Peak Power Systems, Inc., does not guarantee arrival of shipment(s) at any hour and date. All schedules provided by Peak Power Systems, Inc., are best estimates and can change depending on transportation and other factors beyond our control. Freight Estimate to: Newburgh, NY freight will be charged at Peak Power Systems, Inc's Cost + 20% Margin.

Unless agreed in writing and made part of this contract, Peak Power Systems, Inc., is not responsible for unloading, rigging and positioning of equipment. Rigging methods, number and sizes of lifts, security and safety of unloading, rigging and lifting are not the responsibility of Peak Power Systems, Inc.,

Peak Power Systems, Inc., is not responsible for equipment nor services that are not within our scope of supply.

We thank you for the opportunity to quote this project. We will be glad to submit any specifications and data sheets on the equipment as required. If you have any questions or need further information, feel free to call me.

Very truly yours,
Nick Pistone
Technical Sales (EM)

GENERAC
INDUSTRIAL
POWER

790




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, & Town Board Members

FROM: Mark Hall, Highway Superintendent 

DATE: December 22, 2022

RE: Transfer Request Water Department

I would like to request the following budget transfers could you please put this on the agenda for the next meeting:

FROM:	TO:	AMOUNT:
8340.5200 Equipment	8340.5452 Vehicle Contract Repairs	\$8,700.00

If you have any questions please feel free to contact me. Thank you.

MH:ch
cc: R. Clum, Accounting

#9D



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, & Town Board Members

FROM: Mark Hall, Highway Superintendent *MH*

DATE: December 22, 2022

RE: Transfer Request Sewer Department

I would like to request the following budget transfers could you please put this on the agenda for the next meeting:

FROM:	TO:	AMOUNT:
8130.5473 Repairs to Treatment	8130.5100 Personal Services	\$15,500.00

If you have any questions please feel free to contact me. Thank you.

MH:ch
cc: R. Clum, Accounting

#10A

DARREN C. DOCE

5 LINCOLNDALE ROAD, CAMPBELL HALL NY 10916
TEL. 845-561-1170 EMAIL DDOCE12@HOTMAIL.COM

November 28, 2022

Gil Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

RE: Two Lot Subdivision and Lot Line Revision
38 Rosaline Lane – Lands of Rivera
Section 111 Block 2 Lots 20 and 21
Planning Board Application No. 2022-24

Dear Mr. Piaquadio:

The above referenced application is currently before the Town of Newburgh Planning Board. At the November 17th, 2022 planning board meeting, the application was referred to the Town Board for approval of three lots on a common driveway.

The application consists of two tax parcels owned by the applicant – Town of Newburgh Tax Parcel Section 111 Block 2 Lot 20 and Tax Parcel Section 111 Block 2 Lot 21. Lot 20 is a 2.5-acre parcel that contains an existing single-family home, occupied by the applicant, located at 38 Rosaline Lane. Lot 20 has frontage on Rosaline Lane. Lot 21 is a 2.5-acre vacant, wooded parcel adjoining Lot 20 on the west.

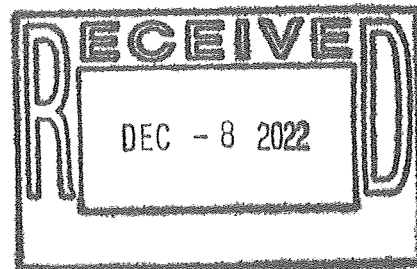
A lot line revision is proposed between the two tax parcels, and the revised Lot 21 will be subdivided into two lots for Mr. Rivera's son and daughter. The existing driveway will be extended to provide the lots access to Rosaline Lane.

Three lots sharing a common driveway will require Town Board approval. I would like to appear before the Town Board to discuss the above and request this approval.

If you require additional information, please feel free to contact me.

Sincerely,

Darren C. Doce
cc John Ewasutyn
Patrick Hines
Dominic Cordisco





#10B

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

December 16, 2022

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

**RE: CHADWICK WOODS SUBDIVISION
NYS ROUTE 300 TAX LOT 14-1-51
COMMON DRIVEWAY & PRIVATE WELL REQUEST**

Dear Supervisor Piaquadio & Town Board Members:

Our Client, Michael Maher, with Hudson Asset Homes, LLC has made an application to the Planning Board for a five-lot subdivision of the referenced property (copy of plan attached). The subdivision includes five new homes fronting on New York State Route 300. In efforts to reduce the number of new driveway entrances off NYS Route 300 and therefore improve safety for vehicles traveling along NYS Route 300, it is proposed that 3 lots (Lots 1,3 & 5) share a common access driveway. 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 and we respectfully request your approval as required by code. The applicant has reached out to the Cromer Valley Fire Department for any comments they may have.

In addition to the driveway request, the shape of the parent parcel would require very long water service connections to the rear three lots (Lots 3, 4 & 5). Service connections would be over 590 feet long for Lot #3, over 1,000 feet long for lot #4 and over 580 feet long for lot #5. Due to this significant distance to the nearest water main the applicant requests the use of private wells on these lots.

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

Sincerely,
Engineering & Surveying Properties, PC

Ross Winglovitz, P.E.
Principal

Michael Puzio
Project Engineer

#11



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

MEMORANDUM

P: 845.562.9100

F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: PEDESTRIAN WALKWAY RAILROAD CROSSING FOR
TOWN PARK AT THE ANCHORAGE SITE (FORMER MID-
HUDSON MARINA)
OUR FILE NO. 800.1(B)() (2022); 800.____

DATE: DECEMBER 23, 2022

Attached for the Town Board's consideration is an order calling a hearing for CSX railroad for the proposed pedestrian way at-grade railroad crossing for the park for the portion of the Anchorage property acquired using Parkland Trust funds in accordance with New York State Railroad Law. The Railroad Law requires the railroad corporation be afforded the opportunity to appear before Town official with regard to the necessity and location of a crossing prior to the Town's submitting a petition to the New York State Department of Transportation for approval of a public crossing. A SEQR review is still needed for the development of park facilities at the site including the railroad crossing, parking lot, driveways and whatever additional facilities are proposed.

cc: Town Clerk Lisa M. Vance Ayers (via e-mail)
Commissioner of Parks James Presutti (via e-mail)
James Osborne, Town Engineer (via e-mail)
Pat Hines, Principal, McGoey, Hauser & Edsall (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Mark Hall, Highway Superintendent (via e-mail)

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall, 1496
Route 300, in the Town of Newburgh, Orange
County, New York on the ___th day of December,
2022 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Elizabeth J. Greene, Councilwoman
Paul I. Ruggiero, Councilman
Scott M. Manley, Councilman
Anthony R. LoBiondo, Councilman

ORDER OF TOWN BOARD CALLING
HEARING IN THE MATTER OF
THE LAYING OUT OF A PEDESTRIAN WAY
AND AT-GRADE RAILROAD CROSSING
IN THE TOWN OF
NEWBURGH, ORANGE COUNTY,
NEW YORK PURSUANT TO NEW YORK
STATE RAILROAD LAW

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

WHEREAS, the Town of Newburgh, Orange County, New York (the "Town"), has heretofore acquired real property parcels of off Oak Street in the Town, shown on the tax map for the Town of Newburgh as SBL 121-2-1 and SBL 121-2-2, in order to, among other things, establish a Town park affording access to the Hudson River, the Town currently lacking any point of public access to the River along its shoreline; and

WHEREAS, SBL 121-2-1 consists of approximately 11 acres, contains an approximately 0.9 acre upland peninsula extending into the Hudson River with the balance consisting of water grants in the Hudson River and SBL 121-2-2, consists of approximately 9.4 acres, per the real property tax records and title report located along the western side of the New York Central railway off of Oak Street, in the Town of Newburgh, New York, and

WHEREAS, the two parcels have been connected by an at grade railroad crossing at a location where crossing rights were retained by the owner during the period the railroad's property was acquired and subsequently used during the operation of a marina at the property by prior owners; and

WHEREAS, the Town Board intends to reestablish the railroad crossing as a public, at grade pedestrian railroad crossing as part of a pedestrian walkway affording access to the Hudson River shoreline to park patrons; and

WHEREAS, pursuant to New York State Railroad Law a notice of Town's intention to lay out the pedestrian way and crossing must be given to the railroad corporation at least 15 days prior to the adoption of any order laying out the way and crossing,, such notice to designate a time and place where a hearing will be given to such railroad corporation and such corporation shall have the right to be heard before the authorities of the municipal corporation upon the

necessity of the way and crossing and the question of its location; and

WHEREAS, the aforesaid project has been determined to be an "Unlisted" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act and Chapter 100 of the Town of Newburgh Municipal Code; and

WHEREAS, it is now desired to call a hearing for the railroad corporation on the question of the laying out of the pedestrian way and crossing in the matter described above, and to hear the railroad corporation concerning the same, in accordance with the provisions of the Railroad Law.

NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Newburgh, Orange County,

New York, as follows:

Section 1. The Town Board of the Town of Newburgh shall hold a hearing at the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the __nd day of February, 2022 at ___ o'clock, p.m., Prevailing Time on the question of the necessity of the pedestrian way and crossing at the aforesaid park within the Town of Newburgh, Orange County, New York in the manner described in the preambles hereof, and to hear CSX Transportation Inc. and New York Central Lines, LLC on the subject thereof, concerning the same and to take such action thereon as is required or authorized by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a notice to be served in accordance with the requirements of the Railroad Law not less than fifteen (15) days before the day set for the hearing as aforesaid.

Section 5. This Order shall be entered in the minutes of the meeting and shall take effect immediately.

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

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

The resolution was thereupon declared duly adopted.

#12A

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 22 December 2022
RE: Chadwick Lake Resiliency Project
Pall Contract Amendment-Time Extension

JGH


The New York City Department of Environmental Protection has delayed the shutdown of the Delaware Aqueduct until October 2023. This delay resulted in the need to amend the contract with Pall, the supplier of the membrane filter trailer for the project.

Attached under cover of this memo is a copy of the amended Pall contract, with a memorandum identifying increased costs to the Town. The Town Board authorization for the contract Change Order to secure the trailer to be delivered in August of 2023 is required.

Cc: James Osborne, PE, Town Engineer
Ronald Clum, Town Accountant
Mark Taylor, Town Attorney

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Plaquaido, Supervisor & Town Board
FROM: P. Hines, Rep Engineer 
DATE: 13 October 2022
RE: Chadwick Lake Resiliency Project
Cost Increase – PALL Water

The shutdown for the Delaware Aqueduct has been postponed by the City of New York. The original shutdown was scheduled for Oct 2022, it is now scheduled for Oct 2023.

The Town entered into a lease agreement with PALL to provide a one million gallon per day membrane filter trailer to be placed at the Chadwick Lake plant during the shutdown.

PALL has issued a cost increase change order due to the delay. The attached sheet identifies the cost increase to the Town for the delay until Oct 2023. The increase in cost is \$75,780.00, this includes a \$2,000.00 reservation fee for the time period of Feb 2023-Aug 2023. This fee will increase to \$3,500.00 starting June 2023 if the trailer is not scheduled to be delivered in Aug 2023.

The Town is subject to a \$55,656.00 lease cancellation fee on 1 June 2023 if the project is cancelled.

The bottom of the attached sheet identifies the cost for the purchase of water from the Town of New Windsor during the proposed shutdown.

Cc: J. Osborne, Town Engineer
R. Clum, Town Accountant
M. Taylor, Town Attorney
A. Mushhad, HDR Engineers

**Chadwick Lake Filter Plant Resiliency Project
PAL Change Order**

Original Agreement

Description	Quantity	Unit	Unit Price	Total
2A Monthly Rental	9	Monthly	\$ 40,731	\$366,575
2B Hookup Start Up	1	LS	\$ 40,000	\$40,000
2C Decommissioning	1	LS	\$ 32,000	\$32,000
				<u>\$438,575</u>

Change Order	Quantity	Unit	Unit Price	Total	Cost Diff	Total Cost Diff
2A Monthly Rental	9	Monthly	\$ 46,839	\$421,555	\$6,109/Month	\$54,980
2B Hookup Start Up	1	LS	\$ 46,000	\$46,000	\$6,000	\$6,000
2C Decommissioning	1	LS	\$ 36,800	\$36,800	\$4,800	\$4,800
				<u>\$504,355</u>		<u>\$65,780</u>

Additional Cost Add

1) Monthly Reservation Fee \$2000/Month, Feb-Aug						\$10,000
2) Project Delay Fee \$3500/Month after 1 June 2023						
3) Project Cancellation Fee \$55,656.00 1 June 2023 if project is cancelled						
						<u>\$75,780</u>

Cost to purchase water from New Windsor: NW Water Rate \$9.16 per 1000 gals
 500,000 gals per day / 1000 * \$9.16 = \$4580.00 day (\$137,400 month)
 750,000 gals per day / 1000 * \$9.16 = \$6870.00 day (\$206,100 month)
 1,000,000 gals per day / 1000 * \$9.16 = \$9160.00 day (\$274,800 month)

**Chadwick Lake Filter Plant Resiliency Project
 PALL Change Order**

Original Agreement

Description	Quantity	Unit	Unit Price	Total
2A Monthly Rental	9	Monthly	\$ 40,731	\$366,575
2B Hookup Start Up	1	LS	\$ 40,000	\$40,000
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				<u>\$504,355</u>		<u>\$65,780</u>

Additional Cost Add

1) Monthly Reservation Fee \$2000/Month, Feb-Aug	\$10,000
2) Project Delay Fee \$3500/Month after 1 June 2023	
3) Project Cancellation Fee \$55,656.00 1 June 2023 if project is cancelled	
	<u>\$75,780</u>

Cost to purchase water from New Windsor: NW Water Rate \$9.16 per 1000 gals

500,000 gals per day / 1000 * \$9.16 = \$4580.00 day (\$137,400 month)

750,000 gals per day / 1000 * \$9.16 = \$6870.00 day (\$206,100 month)

1,000,000 gals per day / 1000 * \$9.16 = \$9160.00 day (\$274,800 month)

REQUEST FOR CHANGE ORDER APPROVAL

Project Name: Newburgh		Project WBS: 60.000670	SO#: 187158704	CO#: 2
Date*: 09/15/2022	Total Price: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Change		Value \$ See below for breakdown	
	Taxable: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes: <input type="checkbox"/> Tax included in CO value; or <input type="checkbox"/> will be applied to invoices			
Initiated By: Pall Water	Initiator: Dave Glovinsky	Reference Documents: Pall Proposal 1183635-01132022-01; Equipment Rental Agreement dated January 13, 2021 between Pall and Town of Newburgh Customer PO No.:		

***THIS REQUEST FOR CHANGE ORDER APPROVAL EXPIRES 30 DAYS FROM INITIATION DATE ABOVE.**

Change Order Description: (See Referenced Documents Also)

Total prices for Section 1 of the Equipment Rental Agreement dated January 13, 2021 are amended, Due to the delayed deployment will the bid form values changed to the following:

- 2A = \$421,555.
- 2B = \$46,000.
- 2C = \$36,800.

The Equipment Rental Agreement is amended to add a new Section 6, "Termination for Convenience. Pall Corporation may terminate this Agreement for any reason or no reason, by providing thirty (30) days written notice to the Town of Newburgh."

Pall Water will require official notification from the Town of Newburgh on or before Feb 1, 2023, in the form of a letter of "Notification of readiness to receive" to guarantee the above prices for the August 1, 2023 deployment.

Additional Change Order items:

- A monthly reservation fee (\$2000/month), due and payable on the first of each month, beginning on Feb 1, 2023 is required to guarantee an asset will be available for an August 1, 2023 deployment.
- A Project Delay fee of (\$3500/month), due and payable on the first of each month, beginning on June 1, 2023 is required for a deployment that continues to be delayed.
- A Project Cancellation fee (of \$55,565 USD) is due and payable on June 1, 2023, if unit deployment is no longer needed.

Discounts to be provided:

- Pall Water will provide a lump sum discount of \$10,000 USD if Pall Water provides a T80 unit (instead of the T96)

Does this Change Order Affect Delivery Schedule? Yes No

Description of Change to Delivery Schedule:

REQUEST FOR CHANGE ORDER APPROVAL

To be completed by the Customer Representative (Buyer)

Name:	Title:
Address:	Phone:
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Signature/Date:	
Comments:	

To be completed by the Pall Corporation Representative (Seller)

Project Manager	Name:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Signature/Date:
Comments:			
<input type="checkbox"/> Process Engineer <input type="checkbox"/> System Engineer	Name:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Signature/Date:
Comments:			
<input type="checkbox"/> Project Manager Team Leader	Name:	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Not Applicable	Signature/Date:
Comments:			

#12B

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town *JSH*
DATE: 22 December 2022
RE: Roseton Hills Operation and Maintenance Agreement
H2O Inovation and Maintenance, LLC

Attached under cover of this memo is an Operation and Maintenance Agreement for the Town of Newburgh Roseton Hills Sewage Treatment Plant. The Contract Operators H2O (formerly JCO) have been operating the treatment plant for several years without benefit of a contract. The operators have identified a five year schedule starting 12-1-2022 and ending 11-30-2027. A monthly fee of \$4,000.00 for the first year is proposed, \$5,000.00 per month in year two, escalating to \$6,000.00 per month in year three through five. Town is required to maintain a licensed contract operator for the sewage treatment plant. JCO has previously maintained the facility for numerous years. Town Board approval for the Operation and Maintenance Agreement is required. We would recommend that the Town Board approve the Operation and Maintenance Agreement subject to Mark Taylor and my final review of the document.

Cc: James Osborne, PE, Town Engineer
Ronald Clum, Town Accountant
Mark Taylor, Town Attorney

OPERATION AND MAINTENANCE AGREEMENT
for
TOWN OF NEWBURGH – ROSETON HILLS

This Agreement is made on November 1st, 2022, between the **TOWN OF NEWBURGH-ROSETON HILLS** (the “**Owner**”), having a place of business located at 1496 Route 300, Newburgh, NY 12550, and **H2O Innovation Operation & Maintenance LLC** (the “**Operator**”), having its address at 4 Commerce Street A-2, Poughkeepsie, NY 12603

WHEREAS the Operator provides operation and maintenance services, as well as other professional utility management services, for water and/or wastewater treatment plants and facilities; and

WHEREAS the Owner wishes to retain the Operator for the performance of the services described in this Agreement (the “**Services**”).

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. GENERAL

- 1.1. Unless defined in the Agreement, all capitalized terms and expressions have the meaning ascribed to them in Appendix A.
- 1.2. All facilities, grounds, and equipment owned by the Owner shall remain the property of the Owner.
- 1.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.
- 1.4. This Agreement shall be binding upon the successors of each of the parties. Neither party may assign the Agreement, without prior written consent of the other party; provided however that Operator may assign the Agreement to any of its affiliates or any other entity, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common or shared control, with the Operator.
- 1.5. All notices shall be given in writing and transmitted by certified mail, personal deliver or email, with acknowledgment of receipt, to the addresses listed above.
- 1.6. This Agreement, including Appendices, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties.
- 1.7. No supplements, modifications, amendments or changes of any nature or kind to this Agreement will be valid or binding unless set forth in writing and duly executed by the parties. Such supplements, modifications, amendments or changes will be expressly added to this Agreement to be valid and in force.
- 1.8. Wherever used, the terms “Owner” and “Operator” shall include the respective officers, directors, elected or appointed officials and employees.

2. SCOPE OF SERVICES - OPERATOR

During the Term of this Agreement, Operator shall:

- 2.1. Hire, train and employ a sufficient number of staff to operator the Project and provide continuing efficient and timely service in the operation and maintenance of the water and wastewater treatment systems serving the Owner.
- 2.2. Recommend, coordinate, and supervisor any other work or services performed by independent contractors, professional engineers, or other industry professionals.
- 2.3. Provide sufficient staff that will meet certification requirements of the State of New York and provide Labor and Benefits Costs to all employees assigned on a full-time basis to the Project.
- 2.4. Prepare all Federal and State Department of Environmental Conservation wastewater permit reports, and submit these to Owner for transmittal to the appropriate State and Federal agencies.
- 2.5. Provide assistance to the Owner's engineering staff or consultants in review of any proposed project rehabilitation plans for the utilities.
- 2.6. Document all repair parts and expenses incurred on behalf of the Owner. In addition, Operator shall update the Owner monthly on the cost-to-date of repair parts and supplies for budgetary purposes.
- 2.7. Perform other professional management services as directed by the Owner. Such services must be pre-authorized by the Owner and additional compensation to the Operator will be negotiated on a case-by-case basis.
- 2.8. Pay for and/or cover all of the Direct Costs as outlined in Appendix B for the wastewater treatment facility. All other costs related to the Project that are not subject to Section 9 will be the responsibility of the Owner.
- 2.9. Provide process sampling and laboratory analysis for the wastewater treatment facility at a frequency sufficient to meet permit requirements.

3. PERFORMANCE OF THE SERVICES

Operator will perform the Services in a professional manner, in accordance with good engineering, safety and industry practice and with that degree of care, skill and diligence normal in performing services of a similar nature. Operator is responsible for and has control over the methods and means of performing the Services. The performance of any third party employed by Operator shall remain under Operator's supervision and responsibility.

4. HEALTH AND SAFETY

Operator shall at all times conduct its operations under the Agreement in a manner to avoid the risk of endangerment to health and bodily harm to persons. To the best of its knowledge, Operator undertakes to comply with all applicable health and safety local laws and regulations.

5. SCOPE OF SERVICES - OWNER

During the Term of this Agreement, Owner shall:

- 5.1. Maintain all existing Project easements, warranties and licenses that have been granted to Owner.
- 5.2. Pay all Administrative Costs and franchise, property or other normal taxes associated with the Project.
- 5.3. Pay for all the Direct Costs as outlined in Appendix B for water and/or wastewater treatment plants and facilities, including Repairs of the water treatment system, wastewater treatment system and associated facilities.
- 5.4. Provide and pay for all required Capital Expenditures. Capital Expenditures shall include, without limitations, any expansions or modifications to the existing utility system as a result of increased demand, normal replacement needs or regulatory requirements imposed by State or federal agencies as well all Repairs performed on behalf of the Owner by the Operator.

6. OWNER'S RESPONSIBILITIES

- 6.1. Owner shall, in a timely manner and at its own expense, provide to Operator, before the commencement of the Services and on a continuing basis thereafter, all information necessary for Operator's performance of the Services or required in order to ensure that the Services are performed in a proper and complete manner. Owner recognizes that all this information provided to or made available to Operator pursuant to this Agreement is an essential basis to the Agreement between the parties and therefore warrants and guarantees to Operator its quality, reliability and accuracy. Owner hereby grants Operator the irrevocable right to use, copy and modify this information and any data related to the Services and to disclose it to any third party who needs to know such information in order to perform the Services.
- 6.2. Owner shall provide Operator with access to its premises, facilities or sites so as to permit Operator to perform the Services as per this Agreement.
- 6.3. Owner is fully responsible for any and all penalties or any fines that may be imposed by any governmental authority related to an infringement of or general non-compliance related to the specifications of an operating permit, license or any other required authorization related to the Project and associated facilities for which Operator is performing the Services, unless the said penalty or fine imposed upon Owner is solely attributable to Operator's willful misconduct or gross negligence.
- 6.4. Owner agrees to compensate Operator of any fines assessed against Operator by any State or federal Occupational Safety and Health Administration ("**OSHA**"), associated with

infrastructure violations. Electrical or mechanical (or any other infrastructure) which does not meet OSHA's standards and results will be compensated by the Owner. Operator is responsible for all safety training programs and plans normally associated with employee safety.

7. COMPENSATION

7.1. Owner shall pay to Operator as compensation for the Services an annual fee (the "Base Fee") according to the following schedule. This Base Fee will be paid in monthly installments and billed at the beginning of each month.

Schedule	Contract Term	Annual Fee	Monthly Fee
Year 1	12/01/22-11/30/23	\$48,000.00	\$4,000.00
Year 2	12/01/22-11/30/24	\$54,000.00	\$5,000.00
Year 3	12/01/22-11/30/25	\$72,000.00	\$6,000.00
Year 4	12/01/22-11/30/26	\$72,000.00	\$6,000.00
Year 5	12/01/22-11/30/27	\$72,000.00	\$6,000.00

7.2. Any Capital Expenditures, Repairs, maintenance items and consumables, laboratory fees, miscellaneous supplies, utility and other operations costs, or third-party expenses, assumed on behalf of the Owner by the Operator, with Owner's approval, shall be as an additional expense. Such expenses will be billed on the first day of the month for each month that Services are to be provided and shall be in addition to the Base Fee and shall not be considered as Direct Costs.

8. PAYMENT OF COMPENSATION

8.1. The Base Fee shall be due and payable by monthly installments as described in Section 7.1 on the first day of the month for each month that Services are to be provided.

8.2. All other compensation, including reimbursable expenses described in Sections 7.2 shall be billed separately by Operator and such amount is due by Owner upon receipt of the invoice and is payable within thirty (30) days.

9. TERM

9.1. The initial term of this Agreement shall be a period of 5 years, beginning on December 1st, 2022 and ending on November 30th, 2027 (the "Initial Term"). Base Fee shall remain subject to the table provided in Section 7.1

9.2. After the end of the Initial Term and with the approval of the Operator, the Owner has the option to extend this Agreement for one additional period of three (3) years under the same terms and conditions. The base fee shall increase, at the point of renewal, and annually, to the amount specified in Appendix D. The Owner shall give the Operator a forty-five (45) day written notice of its intent to renew this Agreement. The Initial Term and any additional periods are collectively referred to the "Term".

10. TERMINATION

- 10.1. Either party may terminate this Agreement for a material breach of the Agreement after giving written notice of breach and allowing the other party thirty (30) days to remedy to such breach. If the breach has not been remedied or if no plan of action to remedy the default has been submitted to the non-defaulting party within the thirty (30) day period, the non-defaulting may terminate this Agreement without additional notice.
- 10.2. Either party may cancel this Agreement, at its sole discretion, by giving to the other party a thirty (30) day written notice of its intent, being understood and agreed that in such case of termination, Operator shall receive payment for the Services already performed upon the date of termination as well as all costs and expenses incurred by the Operator as a result of the termination.
- 10.3. Upon termination of this Agreement by the Owner in accordance with Section 10.1 or Section 10.2, Operator shall cooperate fully to insure a smooth transition of service to the new Operator on behalf of the Owner.

11. CHANGE – SCOPE OF SERVICES

- 11.1. Operator acknowledges and agrees that the scope of services is subject to change by additions, deletions or revisions by the Owner. Operator shall be advised in writing of any of such changes and shall promptly perform and strictly comply with each such change when released in writing; provided however those changes are reasonable within the scope of this Agreement.
- 11.2. In the event Operator believes that the performance of any change would justify modification of the Base Fee, Operator shall inform the Owner within seven (7) business days following notice of change. In such case, Owner and Operator will negotiate, in good faith, a commensurate adjustment in the Base Fee.
- 11.3. For greater clarity, water or wastewater treatment facility modifications and expansions constitute a change in the scope of services.

12. ACCOUNTING RECORDS

- 12.1. Operator shall keep full, detailed and accurate records and books of account showing, among others, the actual costs reimbursable to the Operator, in accordance with the provisions of this Agreement.
- 12.2. The Owner shall also be afforded access to Operator's records, books, correspondence, instructions, memoranda and similar data relating to this Agreement and any of the work provided in connection with the Project.
- 12.3. Operator shall preserve financial documents and other records to which Owner has access rights, without additional compensation, for a period of three (3) years or longer as required by law, following termination of this Agreement.

13. INDEMNIFICATION

- 13.1. Each party shall indemnify, defend, and hold harmless the other party from and against any liability, damage or claim, arising out of or related to the Services performed under this Agreement, including but not limited to liabilities attributable to personal injury, death, loss of use, or property damage to the extent that such liability, damage or claim results directly from the willful misconduct or gross negligence of the indemnifying party or that of the person for which it is responsible.
- 13.2. Operator shall indemnify, defend, and hold harmless Owner from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees) resulting from any breach of, or non-compliance with, the permits or approvals' specifications held by the Owner in connection with the Project, or the environmental obligations of the Owner under any applicable environmental laws and regulations to the extent that such breach or non-compliance is solely and directly attributable to the willful misconduct or gross negligence of the Operator.
- 13.3. Owner shall indemnify, defend, and hold harmless Operator from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees) resulting from any breach of, or non-compliance with, the permits or approvals' specifications held by the Owner in connection with the Project, or the environmental obligations of the Owner under any applicable environmental laws and regulations or any losses resulting from unsafe or outdated equipment and/or facility unless such breach or non-compliance is solely and directly attributable to the willful misconduct or gross negligence of the Operator.

14. LIMITATION OF LIABILITY

Operator shall not be liable for any damages suffered by the Owner or any third party, except to the extent such damages are caused by the willful misconduct or gross negligence of Operator or any of its representatives in the course of performing the Services. In no event, shall the total liability of Operator for all claims arising out of or relating to the performance of the Services exceed the aggregate annual contract value of the Agreement. Notwithstanding any other provision herein, neither party shall be liable for any special, indirect, consequential, incidental or punitive damages, including without limitation, loss of profit, loss of use or loss of revenue.

15. INSURANCE

Owner and Operator shall obtain and maintain for the Term of this Agreement sufficient insurance coverage, including, without limitation, insurance coverage of the type and in the amounts described in Appendix C. Upon request, Operator will provide to the Owner written proof of evidence.

16. COMPLIANCE WITH LAWS

- 16.1. The parties shall comply with all applicable laws and regulations including, without limitation, environmental and anti-bribery laws relating to bribery, extortion, kickbacks and any other illegal or unfair method of doing business, whether direct or indirect. Each party shall be obligated to reasonably cooperate with the other party in any claim or legal proceeding and to indemnify the other party for any act or omission in connection therewith.
- 16.2. Both parties shall comply with the provisions of all applicable data protection laws and regulations in respect of all personal data to be held or processed as part of the execution of the Work or as part of any other action to be made by a party under this Agreement.

16.3. Both parties agree to put in place policies and procedures to minimize the risks of modern slavery or human trafficking in their respective supply chain, and to comply fully with any modern slavery, human trafficking or similar applicable laws.

17. LABOR DISPUTES

In the event activities by employee groups or unions cause a disruption in Operator's ability to perform at the Project, Owner or Operator may seek appropriate injunctive court orders. Operator will continue to operate the Project on a best-efforts basis until any such disruptions cease.

18. FORCE MAJEURE

Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly due to any unforeseen occurrence beyond its reasonable control. The party invoking Force Majeure shall notify the other party within ten (10) working days after its occurrence.

19. RELATIONSHIP

Nothing in this Agreement shall be deemed to constitute Operator or any of Operator's employees to be the agent, representative or employee of the Owner. Operator shall be an independent service provider and shall have responsibility for and control over the details and means for performing the services and shall be subject to the directions of the Owner only with respect to the scope of the Services and results required.

20. CONFIDENTIALITY

Each party agrees and commits to maintain all confidential information to which it has access during the performance of the Services as confidential, to not disclose it to others and to use it solely for the intended purpose of the Agreement. These obligations of confidentiality shall continue for the term of the Agreement and shall survive indefinitely thereafter.

21. FAILURE TO ENFORCE

The failure of either party to enforce at any time or for any period of time any provisions of this Agreement in accordance with its terms shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every provision.

22. SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove indicated.

City of Middletown

H2O Innovation Operation & Maintenance LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

APPENDIX A DEFINITIONS

1. **"Project"** means all equipment, vehicles, grounds and facilities related to the facility or facilities aimed by this Agreement and where appropriate, the management, operations and maintenance of such.
2. **"Capital Expenditures"** means any expenditure for the purchase of new equipment, facility items or for any major Repairs which significantly extend facility life and cost more than two thousand dollars (\$2,000); or expenditures that are planned, non-routine and budgeted by the Owner.
3. **"Labor and Benefits Costs"** means salaries, group insurance (including medical, life and dental), worker's compensation, retirement and social security for employees.
4. **"Administrative Costs"** means audit and accounting fees, property insurance, interest expense, depreciation, state fees, recycling fees, curbside fees, landfill fees, ad valorem taxes, and fund transfers.
5. **"Direct Costs"** means expenses for personnel expenses, benefits, fuel, oil, repairs of Operator's vehicles or equipment, advertising, postage, travel expenses of employees, and uniform expenses.
6. **"Repairs"** means non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicles or facilities or a component thereof.
7. **"Biologically Toxic Substances"** means any substance contained in the wastewater stream so as to interfere with biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the Owner's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides and herbicides.
8. **"Adequate Nutrients"** means plant influent nitrogen, phosphorus and iron contents proportional to biological oxygen demand ("**BOD**") in the ratio of five parts nitrogen, one part phosphorus and one-half part iron for each one hundred parts BOD.

APPENDIX B DIRECT COSTS

1. Operator's Base Fee includes all costs associated with the following items:

- Labor
- Operations Support
- Federal and State Unemployment Taxes
- Social Security Taxes
- Medical, Life, and Dental Insurance
- Insurance coverage, as described in Appendix E.
- 401K Retirement Plan
- Training Costs (State certification schools)
- Uniforms
- Cellular Phones
- Personal Protective Equipment (PPE)

2. Owner will pay for the following items:

- Facility maintenance cost
- Repair parts
- Fuel
- Utilities costs for the facilities and systems (including power expenses)

Operator will effectively manage power expenses so as to limit the Owner's financial exposure. It is understood that the Owner will pay for these costs.

**APPENDIX C
INSURANCE COVERAGE**

1. Operator shall maintain:

- a. Worker's compensation insurance for all of Operator's employees at the Project.
- b. Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and/or property damage.
- c. Automobile insurance for any vehicles owned by the Operator.

2. Owner shall maintain:

- a. Property damage insurance for all of its property, including moving equipment owned by Owner and operated by Operator under this Agreement. Owner's property not properly or fully insured shall be the financial responsibility of the Owner.
- b. Proper liability coverage for automobiles, trucks, dump trucks, and others, owned by Owner that could be used at the Project. Owner shall name Operator as an additionally insured party on the Certificate of Insurance.

**APPENDIX D
ANNUAL INCREASES**

Annual increases of the Base Fee will be commensurate with the adjustments in the Consumer Price Index (CPI), or one percent (1%), whichever is less.

OPERATION AND MAINTENANCE AGREEMENT
for
TOWN OF NEWBURGH – ROSETON HILLS

This Agreement is made on November 1st, 2022, between the **TOWN OF NEWBURGH-ROSETON HILLS** (the "**Owner**"), having a place of business located at 1496 Route 300, Newburgh, NY 12550, and **H2O Innovation Operation & Maintenance LLC** (the "**Operator**"), having its address at 4 Commerce Street A-2, Poughkeepsie, NY 12603

WHEREAS the Operator provides operation and maintenance services, as well as other professional utility management services, for water and/or wastewater treatment plants and facilities; and

WHEREAS the Owner wishes to retain the Operator for the performance of the services described in this Agreement (the "**Services**").

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. GENERAL

- 1.1. Unless defined in the Agreement, all capitalized terms and expressions have the meaning ascribed to them in Appendix A.
- 1.2. All facilities, grounds, and equipment owned by the Owner shall remain the property of the Owner.
- 1.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.
- 1.4. This Agreement shall be binding upon the successors of each of the parties. Neither party may assign the Agreement, without prior written consent of the other party; provided however that Operator may assign the Agreement to any of its affiliates or any other entity, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common or shared control, with the Operator.
- 1.5. All notices shall be given in writing and transmitted by certified mail, personal deliver or email, with acknowledgment of receipt, to the addresses listed above.
- 1.6. This Agreement, including Appendices, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties.
- 1.7. No supplements, modifications, amendments or changes of any nature or kind to this Agreement will be valid or binding unless set forth in writing and duly executed by the parties. Such supplements, modifications, amendments or changes will be expressly added to this Agreement to be valid and in force.
- 1.8. Wherever used, the terms "Owner" and "Operator" shall include the respective officers, directors, elected or appointed officials and employees.

2. SCOPE OF SERVICES - OPERATOR

During the Term of this Agreement, Operator shall:

- 2.1. Hire, train and employ a sufficient number of staff to operator the Project and provide continuing efficient and timely service in the operation and maintenance of the water and wastewater treatment systems serving the Owner.
- 2.2. Recommend, coordinate, and supervisor any other work or services performed by independent contractors, professional engineers, or other industry professionals.
- 2.3. Provide sufficient staff that will meet certification requirements of the State of New York and provide Labor and Benefits Costs to all employees assigned on a full-time basis to the Project.
- 2.4. Prepare all Federal and State Department of Environmental Conservation wastewater permit reports, and submit these to Owner for transmittal to the appropriate State and Federal agencies.
- 2.5. Provide assistance to the Owner's engineering staff or consultants in review of any proposed project rehabilitation plans for the utilities.
- 2.6. Document all repair parts and expenses incurred on behalf of the Owner. In addition, Operator shall update the Owner monthly on the cost-to-date of repair parts and supplies for budgetary purposes.
- 2.7. Perform other professional management services as directed by the Owner. Such services must be pre-authorized by the Owner and additional compensation to the Operator will be negotiated on a case-by-case basis.
- 2.8. Pay for and/or cover all of the Direct Costs as outlined in Appendix B for the wastewater treatment facility. All other costs related to the Project that are not subject to Section 9 will be the responsibility of the Owner.
- 2.9. Provide process sampling and laboratory analysis for the wastewater treatment facility at a frequency sufficient to meet permit requirements.

3. PERFORMANCE OF THE SERVICES

Operator will perform the Services in a professional manner, in accordance with good engineering, safety and industry practice and with that degree of care, skill and diligence normal in performing services of a similar nature. Operator is responsible for and has control over the methods and means of performing the Services. The performance of any third party employed by Operator shall remain under Operator's supervision and responsibility.

4. HEALTH AND SAFETY

Operator shall at all times conduct its operations under the Agreement in a manner to avoid the risk of endangerment to health and bodily harm to persons. To the best of its knowledge, Operator undertakes to comply with all applicable health and safety local laws and regulations.

5. SCOPE OF SERVICES - OWNER

During the Term of this Agreement, Owner shall:

- 5.1. Maintain all existing Project easements, warranties and licenses that have been granted to Owner.
- 5.2. Pay all Administrative Costs and franchise, property or other normal taxes associated with the Project.
- 5.3. Pay for all the Direct Costs as outlined in Appendix B for water and/or wastewater treatment plants and facilities, including Repairs of the water treatment system, wastewater treatment system and associated facilities.
- 5.4. Provide and pay for all required Capital Expenditures. Capital Expenditures shall include, without limitations, any expansions or modifications to the existing utility system as a result of increased demand, normal replacement needs or regulatory requirements imposed by State or federal agencies as well all Repairs performed on behalf of the Owner by the Operator.

6. OWNER'S RESPONSIBILITIES

- 6.1. Owner shall, in a timely manner and at its own expense, provide to Operator, before the commencement of the Services and on a continuing basis thereafter, all information necessary for Operator's performance of the Services or required in order to ensure that the Services are performed in a proper and complete manner. Owner recognizes that all this information provided to or made available to Operator pursuant to this Agreement is an essential basis to the Agreement between the parties and therefore warrants and guarantees to Operator its quality, reliability and accuracy. Owner hereby grants Operator the irrevocable right to use, copy and modify this information and any data related to the Services and to disclose it to any third party who needs to know such information in order to perform the Services.
- 6.2. Owner shall provide Operator with access to its premises, facilities or sites so as to permit Operator to perform the Services as per this Agreement.
- 6.3. Owner is fully responsible for any and all penalties or any fines that may be imposed by any governmental authority related to an infringement of or general non-compliance related to the specifications of an operating permit, license or any other required authorization related to the Project and associated facilities for which Operator is performing the Services, unless the said penalty or fine imposed upon Owner is solely attributable to Operator's willful misconduct or gross negligence.
- 6.4. Owner agrees to compensate Operator of any fines assessed against Operator by any State or federal Occupational Safety and Health Administration ("OSHA"), associated with

infrastructure violations. Electrical or mechanical (or any other infrastructure) which does not meet OSHA's standards and results will be compensated by the Owner. Operator is responsible for all safety training programs and plans normally associated with employee safety.

7. COMPENSATION

7.1. Owner shall pay to Operator as compensation for the Services an annual fee (the "Base Fee") according to the following schedule. This Base Fee will be paid in monthly installments and billed at the beginning of each month.

Schedule	Contract Term	Annual Fee	Monthly Fee
Year 1	12/01/22-11/30/23	\$48,000.00	\$4,000.00
Year 2	12/01/22-11/30/24	\$54,000.00	\$5,000.00
Year 3	12/01/22-11/30/25	\$72,000.00	\$6,000.00
Year 4	12/01/22-11/30/26	\$72,000.00	\$6,000.00
Year 5	12/01/22-11/30/27	\$72,000.00	\$6,000.00

7.2. Any Capital Expenditures, Repairs, maintenance items and consumables, laboratory fees, miscellaneous supplies, utility and other operations costs, or third-party expenses, assumed on behalf of the Owner by the Operator, with Owner's approval, shall be as an additional expense. Such expenses will be billed on the first day of the month for each month that Services are to be provided and shall be in addition to the Base Fee and shall not be considered as Direct Costs.

8. PAYMENT OF COMPENSATION

8.1. The Base Fee shall be due and payable by monthly installments as described in Section 7.1 on the first day of the month for each month that Services are to be provided.

8.2. All other compensation, including reimbursable expenses described in Sections 7.2 shall be billed separately by Operator and such amount is due by Owner upon receipt of the invoice and is payable within thirty (30) days.

9. TERM

9.1. The initial term of this Agreement shall be a period of 5 years, beginning on December 1st, 2022 and ending on November 30th, 2027 (the "Initial Term"). Base Fee shall remain subject to the table provided in Section 7.1

9.2. After the end of the Initial Term and with the approval of the Operator, the Owner has the option to extend this Agreement for one additional period of three (3) years under the same terms and conditions. The base fee shall increase, at the point of renewal, and annually, to the amount specified in Appendix D. The Owner shall give the Operator a forty-five (45) day written notice of its intent to renew this Agreement. The Initial Term and any additional periods are collectively referred to the "Term".

10. TERMINATION

- 10.1. Either party may terminate this Agreement for a material breach of the Agreement after giving written notice of breach and allowing the other party thirty (30) days to remedy to such breach. If the breach has not been remedied or if no plan of action to remedy the default has been submitted to the non-defaulting party within the thirty (30) day period, the non-defaulting may terminate this Agreement without additional notice.
- 10.2. Either party may cancel this Agreement, at its sole discretion, by giving to the other party a thirty (30) day written notice of its intent, being understood and agreed that in such case of termination, Operator shall receive payment for the Services already performed upon the date of termination as well as all costs and expenses incurred by the Operator as a result of the termination.
- 10.3. Upon termination of this Agreement by the Owner in accordance with Section 10.1 or Section 10.2, Operator shall cooperate fully to insure a smooth transition of service to the new Operator on behalf of the Owner.

11. CHANGE – SCOPE OF SERVICES

- 11.1. Operator acknowledges and agrees that the scope of services is subject to change by additions, deletions or revisions by the Owner. Operator shall be advised in writing of any of such changes and shall promptly perform and strictly comply with each such change when released in writing; provided however those changes are reasonable within the scope of this Agreement.
- 11.2. In the event Operator believes that the performance of any change would justify modification of the Base Fee, Operator shall inform the Owner within seven (7) business days following notice of change. In such case, Owner and Operator will negotiate, in good faith, a commensurate adjustment in the Base Fee.
- 11.3. For greater clarity, water or wastewater treatment facility modifications and expansions constitute a change in the scope of services.

12. ACCOUNTING RECORDS

- 12.1. Operator shall keep full, detailed and accurate records and books of account showing, among others, the actual costs reimbursable to the Operator, in accordance with the provisions of this Agreement.
- 12.2. The Owner shall also be afforded access to Operator's records, books, correspondence, instructions, memoranda and similar data relating to this Agreement and any of the work provided in connection with the Project.
- 12.3. Operator shall preserve financial documents and other records to which Owner has access rights, without additional compensation, for a period of three (3) years or longer as required by law, following termination of this Agreement.

13. INDEMNIFICATION

- 13.1. Each party shall indemnify, defend, and hold harmless the other party from and against any liability, damage or claim, arising out of or related to the Services performed under this Agreement, including but not limited to liabilities attributable to personal injury, death, loss of use, or property damage to the extent that such liability, damage or claim results directly from the willful misconduct or gross negligence of the indemnifying party or that of the person for which it is responsible.
- 13.2. Operator shall indemnify, defend, and hold harmless Owner from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees) resulting from any breach of, or non-compliance with, the permits or approvals' specifications held by the Owner in connection with the Project, or the environmental obligations of the Owner under any applicable environmental laws and regulations to the extent that such breach or non-compliance is solely and directly attributable to the willful misconduct or gross negligence of the Operator.
- 13.3. Owner shall indemnify, defend, and hold harmless Operator from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees) resulting from any breach of, or non-compliance with, the permits or approvals' specifications held by the Owner in connection with the Project, or the environmental obligations of the Owner under any applicable environmental laws and regulations or any losses resulting from unsafe or outdated equipment and/or facility unless such breach or non-compliance is solely and directly attributable to the willful misconduct or gross negligence of the Operator.

14. LIMITATION OF LIABILITY

Operator shall not be liable for any damages suffered by the Owner or any third party, except to the extent such damages are caused by the willful misconduct or gross negligence of Operator or any of its representatives in the course of performing the Services. In no event, shall the total liability of Operator for all claims arising out of or relating to the performance of the Services exceed the aggregate annual contract value of the Agreement. Notwithstanding any other provision herein, neither party shall be liable for any special, indirect, consequential, incidental or punitive damages, including without limitation, loss of profit, loss of use or loss of revenue.

15. INSURANCE

Owner and Operator shall obtain and maintain for the Term of this Agreement sufficient insurance coverage, including, without limitation, insurance coverage of the type and in the amounts described in Appendix C. Upon request, Operator will provide to the Owner written proof of evidence.

16. COMPLIANCE WITH LAWS

- 16.1. The parties shall comply with all applicable laws and regulations including, without limitation, environmental and anti-bribery laws relating to bribery, extortion, kickbacks and any other illegal or unfair method of doing business, whether direct or indirect. Each party shall be obligated to reasonably cooperate with the other party in any claim or legal proceeding and to indemnify the other party for any act or omission in connection therewith.
- 16.2. Both parties shall comply with the provisions of all applicable data protection laws and regulations in respect of all personal data to be held or processed as part of the execution of the Work or as part of any other action to be made by a party under this Agreement.

16.3. Both parties agree to put in place policies and procedures to minimize the risks of modern slavery or human trafficking in their respective supply chain, and to comply fully with any modern slavery, human trafficking or similar applicable laws.

17. LABOR DISPUTES

In the event activities by employee groups or unions cause a disruption in Operator's ability to perform at the Project, Owner or Operator may seek appropriate injunctive court orders. Operator will continue to operate the Project on a best-efforts basis until any such disruptions cease.

18. FORCE MAJEURE

Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly due to any unforeseen occurrence beyond its reasonable control. The party invoking Force Majeure shall notify the other party within ten (10) working days after its occurrence.

19. RELATIONSHIP

Nothing in this Agreement shall be deemed to constitute Operator or any of Operator's employees to be the agent, representative or employee of the Owner. Operator shall be an independent service provider and shall have responsibility for and control over the details and means for performing the services and shall be subject to the directions of the Owner only with respect to the scope of the Services and results required.

20. CONFIDENTIALITY

Each party agrees and commits to maintain all confidential information to which it has access during the performance of the Services as confidential, to not disclose it to others and to use it solely for the intended purpose of the Agreement. These obligations of confidentiality shall continue for the term of the Agreement and shall survive indefinitely thereafter.

21. FAILURE TO ENFORCE

The failure of either party to enforce at any time or for any period of time any provisions of this Agreement in accordance with its terms shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every provision.

22. SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove indicated.

City of Middletown

H2O Innovation Operation & Maintenance LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

Date: _____

APPENDIX A DEFINITIONS

1. **"Project"** means all equipment, vehicles, grounds and facilities related to the facility or facilities aimed by this Agreement and where appropriate, the management, operations and maintenance of such.
2. **"Capital Expenditures"** means any expenditure for the purchase of new equipment, facility items or for any major Repairs which significantly extend facility life and cost more than two thousand dollars (\$2,000); or expenditures that are planned, non-routine and budgeted by the Owner.
3. **"Labor and Benefits Costs"** means salaries, group insurance (including medical, life and dental), worker's compensation, retirement and social security for employees.
4. **"Administrative Costs"** means audit and accounting fees, property insurance, interest expense, depreciation, state fees, recycling fees, curbside fees, landfill fees, ad valorem taxes, and fund transfers.
5. **"Direct Costs"** means expenses for personnel expenses, benefits, fuel, oil, repairs of Operator's vehicles or equipment, advertising, postage, travel expenses of employees, and uniform expenses.
6. **"Repairs"** means non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicles or facilities or a component thereof.
7. **"Biologically Toxic Substances"** means any substance contained in the wastewater stream so as to interfere with biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the Owner's NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides and herbicides.
8. **"Adequate Nutrients"** means plant influent nitrogen, phosphorus and iron contents proportional to biological oxygen demand ("**BOD**") in the ratio of five parts nitrogen, one part phosphorus and one-half part iron for each one hundred parts BOD.

APPENDIX B DIRECT COSTS

1. Operator's Base Fee includes all costs associated with the following items:

- Labor
- Operations Support
- Federal and State Unemployment Taxes
- Social Security Taxes
- Medical, Life, and Dental Insurance
- Insurance coverage, as described in Appendix E.
- 401K Retirement Plan
- Training Costs (State certification schools)
- Uniforms
- Cellular Phones
- Personal Protective Equipment (PPE)

2. Owner will pay for the following items:

- Facility maintenance cost
- Repair parts
- Fuel
- Utilities costs for the facilities and systems (including power expenses)

Operator will effectively manage power expenses so as to limit the Owner's financial exposure. It is understood that the Owner will pay for these costs.

**APPENDIX C
INSURANCE COVERAGE**

1. Operator shall maintain:
 - a. Worker's compensation insurance for all of Operator's employees at the Project.
 - b. Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and/or property damage.
 - c. Automobile insurance for any vehicles owned by the Operator.

2. Owner shall maintain:
 - a. Property damage insurance for all of its property, including moving equipment owned by Owner and operated by Operator under this Agreement. Owner's property not properly or fully insured shall be the financial responsibility of the Owner.
 - b. Proper liability coverage for automobiles, trucks, dump trucks, and others, owned by Owner that could be used at the Project. Owner shall name Operator as an additionally insured party on the Certificate of Insurance.

**APPENDIX D
ANNUAL INCREASES**

Annual increases of the Base Fee will be commensurate with the adjustments in the Consumer Price Index (CPI), or one percent (1%), whichever is less.

#12C

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 22 December 2022
RE: Giordano Private Road Security

PH

Planning Board has been approached by the owner of a parcel of real property subdivided in 1990. The project name is identified as Subdivision Map Michael V. Giordano and Coney E. Walker. The map was filed in the County Clerk's office without benefit of a private road security. Recently the Building Department received a request for Building Permits on the parcel which does not have access to the private road shown on the plans. We recommend that security in the amount of \$62,601.00 be provided to assure the construction of the private roadway per the Private Road Specifications on the approved plan. Town Board action is required to set the security in the amount of \$62,601.00.

Cc: James Osborne, PE, Town Engineer
John Ewasutyn, Planning Board Chairman
Jerry Canfield, Code Compliance Officer

Project Name: joesph drive
 Planning Board No.:

Municipality: town of newburgh
 Date:

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Roadway and Parking Lot							
Grade Subgrade in ROW	SY	\$ 1.20		\$ -		\$ -	\$ -
Cut and Chip Trees	AC	\$ 8,820.50		\$ 5,909.35		\$ -	\$ -
Stump removal and disposal	AC	\$ 6,105.50		\$ 4,207.05		\$ -	\$ -
Erosion Control	AC	\$ 4,340.00		\$ -		\$ -	\$ -
Silt Fence	LF	\$ 6.50		\$ 4,225.00		\$ -	\$ -
Roadway Subbase	CY	\$ 62.40		\$ -		\$ -	\$ -
Roadway Subbase (8" Course)	SY	\$ 14.40		\$ -		\$ -	\$ -
Roadway Subbase (12" Course)	SY	\$ 21.00		\$ -		\$ -	\$ -
Roadway Subbase (15" Course)	SY	\$ 25.90		\$ -		\$ -	\$ -
Asphalt Pavement	TN	\$ 183.20		\$ -		\$ -	\$ -
Asphalt Pavement (1.5" top)	SY	\$ 16.10		\$ 27,659.75		\$ -	\$ -
Asphalt Pavement (2" top)	SY	\$ 20.75		\$ -		\$ -	\$ -
Asphalt Pavement (3" course)	SY	\$ 31.00		\$ -		\$ -	\$ -
Asphalt Pavement (3.5" course)	SY	\$ 36.25		\$ -		\$ -	\$ -
Asphalt Pavement (4" course)	SY	\$ 42.00		\$ -		\$ -	\$ -
Asphalt Pavement (5" course)	SY	\$ 51.75		\$ -		\$ -	\$ -
Asphalt Pavement (intensive handwork)	TN	\$ 285.25		\$ -		\$ -	\$ -
Tack Coat	SY	\$ 1.00		\$ -		\$ -	\$ -
Double Surface Treatment	SY	\$ 11.00		\$ -		\$ -	\$ -
Roadway ROW Topsoil (6") & Seeding	SY	\$ 17.55		\$ 5458.78		\$ -	\$ -
Concrete Monuments	EA	\$ 196.75		\$ -		\$ -	\$ -
Roadway As-Built (50' Wide)	LF	\$ 1.50		\$ -		\$ -	\$ -
Street Signs (Traffic Control)	EA	\$ 305.35		\$ 1221.40		\$ -	\$ -
Street ID	EA	\$ 340.00		\$ 340.00		\$ -	\$ -
Concrete Curbing	LF	\$ 50.00		\$ -		\$ -	\$ -

Project Name: joesph drive
 Planning Board No.:

Municipality: town of newburgh
 Date:

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Concrete Sidewalk up to 1000 SY	SY	\$ 115.00	-	-	\$	-	\$ -
Concrete Sidewalk >1000 SY	SY	\$ 80.00	-	-	\$	-	\$ -
Concrete Sidewalk (4' Wide)	LF	\$ 52.00	-	-	\$	-	\$ -
Concrete Sidewalk (5' Wide)	LF	\$ 63.85	-	-	\$	-	\$ -
Street Trees (2.5" Cal; w/ frame and grate)	EA	\$ 1,700.00	-	-	\$	-	\$ -
Street Trees (2.5" Cal)	EA	\$ 770.00	-	-	\$	-	\$ -
Street Lights (std. luminaire, u/g feed)	EA	\$ 9,200.00	-	-	\$	-	\$ -
Guide Rail (Box Beam)	LF	\$ 67.90	-	\$ 13,580.00	\$	-	\$ -
End Section (W-Beam, Wrap)	EA	\$ 1,208.00	-	-	\$	-	\$ -
End Section (W-Beam, Concrete Anchor)	EA	\$ 3,000.00	-	-	\$	-	\$ -
Modular Block Retaining Wall (upto 6' High)	SF	\$ 55.00	-	-	\$	-	\$ -
Modular Block Retaining Wall (over 6' High)	SF	\$ 65.00	-	-	\$	-	\$ -
Concrete Retaining Wall (upto 6' High)	CY	\$ 950.00	-	-	\$	-	\$ -
Concrete Retaining Wall (over 6' High)	CY	\$ 1,155.75	-	-	\$	-	\$ -
Drainage							
Catch Basin (Standard Depth)	EA	\$ 4,888.00	-	-	\$	-	\$ -
Stormwater Manhole (Standard Depth)	EA	\$ 5,428.00	-	-	\$	-	\$ -
Connection to Existing Catch Basin	EA	\$ 1,360.00	-	-	\$	-	\$ -
Stormwater Pipe (HDPE - 15")	LF	\$ 75.00	-	-	\$	-	\$ -
Stormwater Pipe (HDPE - 18")	LF	\$ 92.00	-	-	\$	-	\$ -
Stormwater Pipe (HDPE - 24")	LF	\$ 101.75	-	-	\$	-	\$ -
Stormwater Pipe (HDPE - 30")	LF	\$ 122.00	-	-	\$	-	\$ -
Stormwater Pipe (HDPE - 36")	LF	\$ 143.00	-	-	\$	-	\$ -
Stormwater Pipe (HDPE - 48")	LF	\$ 190.00	-	-	\$	-	\$ -
End Section (HDPE)	EA	\$ 815.00	-	-	\$	-	\$ -
Stormwater Pipe (RCP - 15")	LF	\$ 81.75	-	-	\$	-	\$ -
Stormwater Pipe (RCP - 18")	LF	\$ 92.00	-	-	\$	-	\$ -
Stormwater Pipe (RCP - 24")	LF	\$ 101.75	-	-	\$	-	\$ -
Stormwater Pipe (RCP - 30")	LF	\$ 162.75	-	-	\$	-	\$ -

Project Name:
Planning Board No.:

Municipality:
Date:

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Stormwater Pipe (RCP - 36")	LF	\$ 203.50				\$ -	\$ -
Stormwater Pipe (RCP - 48")	LF	\$ 291.50				\$ -	\$ -
End Section (RCP)	EA	\$ 1,020.00				\$ -	\$ -
Concrete Headwall	EA	\$ 8,280.00				\$ -	\$ -
Rip Rap Drainage Channel	CY	\$ 120.00				\$ -	\$ -
Non-lined Drainage Channel	LF	\$ 16.40				\$ -	\$ -
Prefracted Pipe/Stone Underdrain	LF	\$ 35.40				\$ -	\$ -
Concrete Box Culvert (6'x4') w/wingwalls	LF	\$ 3,122.00				\$ -	\$ -
Concrete Box Culvert (3'x3), w/wingwalls	LF	\$ 2,445.00				\$ -	\$ -
<u>Water</u>							
Watermain (DI - 8")	LF	\$ 110.00				\$ -	\$ -
Gate Valve (8")	EA	\$ 2,300.00				\$ -	\$ -
Tapping Sleeve and Valve (8")	EA	\$ 8,165.00				\$ -	\$ -
Watermain (DI - 12")	LF	\$ 135.00				\$ -	\$ -
Gate Valve (12")	EA	\$ 6,960.00				\$ -	\$ -
Tapping Sleeve and Valve (12")	EA	\$ 10,178.00				\$ -	\$ -
Hydrant Assembly	EA	\$ 7,800.00				\$ -	\$ -
House service (w/out licensed plumber)	EA	\$ 2,715.00				\$ -	\$ -
Air relief Valve & Vault	EA	\$ 10,800.00				\$ -	\$ -
Pressure Reducing Valve & Vault	EA	\$ 14,258.50				\$ -	\$ -
Watermain Offset (8")	EA	\$ 6,785.00				\$ -	\$ -
Line Stop and Gate Valve installation (8")	EA	\$ 12,215.00				\$ -	\$ -
Insertion Valve (8")	EA	\$ 14,950.00				\$ -	\$ -
6" C900 PVC	LF	\$ 75.00				\$ -	\$ -
6" Gate Valve	EA	\$ 1,800.00				\$ -	\$ -
<u>Sewer</u>							
Sewer Main (Std Depth, PVC - 8")	LF	\$ 92.00				\$ -	\$ -
Sewer Main (Std Depth, PVC - 12")	LF	\$ 114.00				\$ -	\$ -
Sewer PVC Force Main	LF	\$ 92.00				\$ -	\$ -

Project Name:
Planning Board No.:

Municipality:
Date:

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Sewer Manholes (Standard Depth)	EA	\$ 5,430.00	-	\$ -	-	\$ -	\$ -
Doghouse sewer manholes	EA	\$ 8,145.00	-	\$ -	-	\$ -	\$ -
House service (w/out licensed plumber)	EA	\$ 4,500.00	-	\$ -	-	\$ -	\$ -
Misc.							
Select Backfill Material (in-place)	CY	\$ 71.50	-	\$ -	-	\$ -	\$ -
Trench Rock Excavation	CY	\$ 250.00	-	\$ -	-	\$ -	\$ -
Bulk Rock Excavation	CY	\$ 400.00	-	\$ -	-	\$ -	\$ -
Other							
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
				\$ -		\$ -	\$ -
Total:				\$ 62,601.33		\$ -	\$ -

#12D

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 22 December 2022
RE: Colden Park Phase II Watermain Replacement
Change Orders #1, 2 & 3

PH

Attached under cover of this letter please find Change Orders for work associated with the watermain replacement and improvements within Colden Park Phase II. In the course of construction, the contractor encountered several utility conflicts and design changes required to complete the project. The Project Engineers, Colliers Engineering & Design, Inc. have reviewed the Change Orders and found them to be in-line with additional work required within the contract. Authorization for the Change Orders requires Town Board approval. The following identifies the Change Orders:

Change Order #1: \$36,076.25
Change Order #2: \$12,200.00
Change Order #3: \$4,696.63
Total of all 3 Change Orders: \$52,079.88

Supplemental support information regarding the Change Orders received from the contractor as reviewed by Colliers Engineering & Design, Inc. is attached for the Board's use.

Based on the above authorization for the Change Orders by the Town Board is required in the amount of \$52,079.88.

Cc: James Osborne, PE, Town Engineer
Ronald Clum, Town Accountant

REGAL UTILITY SERVICES INC.
731 WARWICK TURNPIKE
HEWITT, NEW JERSEY 07421
(973) 277 - 9442
KEN.REGALUTILITYSERVICES@GMAIL.COM

Colden Park Phase 2 - Water Main Replacements & Improvements

Change Order #1 - Additional Work / Deviation from Bid Documents

Note:

*All amounts are shown as a Lump Sum. In an effort to reduce additional costs, Regal has discounted the cost of each line item and is requesting to be compensated a fair, Lump Sum amount for the extra work. Regal's crew hourly labor charge is \$398.40 - \$548.40 per hour (depending on date) and the average equipment charge for the equipment indicated below is \$280 - \$365 per hour, therefore, Regal's Labor & Equipment charges range between \$678.40 to \$913.40 per hour.

- 7/14/22 Adjustments to the water main location on Clover based on field conditions of other existing utilities after initial installation had begun. CED worked through plan modifications for revisions and water main moved on Clover to right side for storm pipe. 9 hours crew to put 8 in utility crossing under sewer Labor & equipment. Used Item 4 (#4 Granite Stone) to backfill trenches after pipe, that had to be changed, was removed. Equipment: 310 Backhoe, 135 Excavator, Dump Truck & Misc. Equipment.
- \$6,300 + cost of Item 4/Granite Stone \$450
\$6,750.00
- 7/15/22 Based on field confirmed location of water line on Linden/Clover (looped main not 2-dead ends as marked in the field/on plans) modified water main layout & utility crossings, not on plans, Regal removed initial crossing attempt & backfilled. 6 hours crew for utility work, 2 hours crew clean-up & backfill. Equipment: 135 Excavator, 310 Backhoe, Asphalt zipper, Jumping Jack, Dump Truck & Misc. Equipment.
- \$3,500.00**
- 7/19/22 Resetting utility crossing, on Linden & Mimosa under sewer to maintain minimum cover for water pipe due to material availability, 6 hours crew for utility work, 2 hours crew clean-up & backfill. Equipment: 135 Excavator, 310 Backhoe, Asphalt zipper, Jumping Jack, Dump Truck & Misc. Equipment.
- \$3,500.00**
- 7/21/22 6 hours crew & equipment, Looking for existing water pipe on Sandalwood based on Town mark-out & Backfill with Item 4 / Granite Stone (\$450) on Sandalwood. Equipment: 135 Excavator, 310 Backhoe, Dump Truck & Misc. Equipment. 2 hours crew to find pipe on Clover & Linden, with Backhoe & Misc. Equipment.
- \$6,050.00**

8/4/22 6 Hours crew & equipment on Flamingo, excavate to complete DT3, Tie in on Flamingo. Newburgh Water Dept. could not shut down water as it would interrupt water service. Could not work, back filled and cleaned- up. Equipment: 135 Excavator, 310 Backhoe, Dump Truck & Misc. Equipment.
\$3,500.00

8/23/22 Cut in connection changed to 6" wet tap on Clover & Winwood per field review with Town. Equipment 310 Backhoe, Asphalt zipper, Dump truck and Misc. Equipment.
\$10,476.25

9/9/22 Per field review & agreement with Town, Cut asbestos pipe and put on 2 caps, remove 17" ACP on Mimosa & Westwood. This is not related to Line items 6 & 7. Pat & Jim agreed to put on 2 caps because water service could not be interrupted. Equipment: 310 Backhoe, Dump truck & Misc. Equipment.
\$2,300.00

TOTAL CHANGE ORDER #1: \$36,076.25

Change Order #2 – Asbestos Pipe Work

Lump Sum amount inclusive of all safety equipment, bagging of asbestos pipe, packing of asbestos pipe, shipping of asbestos pipe and final disposal of asbestos pipe. Regal previously estimated the cost of this work to be between \$10,000 and \$20,000. All labor, equipment and outside services performed by licensed asbestos handler, hauler and disposal. *The cost for the cutting of the asbestos pipe was INCLUDED in Regal's original bid amount and is not factored into this Lump sum amount.

TOTAL CHANGE ORDER #2: \$12,200.00

REGAL UTILITY SERVICES INC.
731 WARWICK TURNPIKE
HEWITT, NEW JERSEY 07421
(973) 277 - 9442
KEN.REGALUTILITYSERVICES@GMAIL.COM

Colden Park Phase 2 – Water Main Replacements & Improvements

Change Order #3 – Material Surcharges

Based on the timing of the project from bid to construction start (from Fall 2021 to Summer 2022), additional material costs were incurred on Regal from our suppliers. Below is a summary of the additional costs and attached quotes showing the difference in price.

Top Course Asphalt - 38.46 tons @ \$9/ton = \$346.14

Binder Course - 222.02 tons @ \$7/ton = \$1,554.14

Scrap Surcharge - \$2,796.35

Total: \$4,696.63



CAPITOL SUPPLY

CONSTRUCTION PRODUCTS LLC

Invoice

INVOICE DATE	INVOICE NUMBER
06/01/2022	S1420063.001
REMIT TO: CAPITOL SUPPLY CONSTRUCTION PRODS 149 OLD TURNPIKE ROAD WAYNE, NJ 07470 Phone 973-627-5200 Fax 973-627-1790	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

REGAL UTILITY SERVICE INC 4
731 WARWICK TURNPIKE
HEWITT, NJ 07421

REGAL UTILITY / GOLDEN PARK 4
TKT #850529 GOLDEN PARK PHASE II WM
WESTWOOD DR & WINWOOD DR
NEWBURGH, NY 12550

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
15440	COLDEN PARK		HUGH MALLEY	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
FRANCESCO J SALERNO	TL TRAILER	NET	06/01/2022	10/04/2021
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1850ft	1397ft	8" USP DIP CLASS 52'20"	32.250/ft	45053.25
1ea	1ea	DIP SURCHARGE NONTAXABLE	2402.400/ea	2402.40
		Prior Deposit on 08/25/2022	-46455.65	
		Prior Deposit on 09/09/2022	-1000.00	
** REPRINT ** REPRINT ** REPRINT **			Subtotal	47455.65
Invoice is due by 06/01/2022			S&H Charges	0.00
Past Due invoices may be subject to 1.50% late charge.			Tax	0.00
			Payments	-47455.65
			Amount Due	0.00



CAPITOL SUPPLY

CONSTRUCTION PRODUCTS LLC

Invoice

INVOICE DATE	INVOICE NUMBER
06/28/2022	S1420063.006
REMIT TO: CAPITOL SUPPLY CONSTRUCTION PRODS 148 OLD TURNPIKE ROAD WAYNE, NJ 07470 Phone 973-627-6200 Fax 973-627-1780	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

REGAL UTILITY SERVICE INC 4
731 WARWICK TURNPIKE
HEWITT, NJ 07421

REGAL UTILITY /COLDEN PARK 4
COLDEN PARK PHASE II WM IMPROVEMENT
WESTWOOD DR & WINWOOD DR
NEWBURGH, NY 12550

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
15440	COLDEN PARK		HUGH MALLEY		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
FRANCESCO J SALERNO		OT OUR TRUCK	NET	06/28/2022	10/04/2021
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
20pc	20pc	8" USP DIP CLASS 52 20' ** Above not returnable ini __ **	32.250/ft	12900.00	
9ea	9ea	8" MUELLER MJ RW GATE VALVE O/L A2362-23	1418.860/ea	12769.74	
6ea	6ea	5 1/4" 2PC SLIDE VB TOP W/16" W/LID ** Above not returnable ini __ **	120.550/ea	723.30	
21ea	21ea	8" EBAA MEGALUG GLAND SERIES 1100	45.970/ea	965.37	
21ea	21ea	8" STANDARD ACCESSORY PACK (NO GLAND)	24.050/ea	505.05	
1ea	1ea	DIP SURCHARGE NONTAXABLE	343.200/ea	343.20	

** REPRINT ** REPRINT ** REPRINT **

Invoice is due by 06/28/2022

Past Due invoices may be subject to 1.50% late charge.

Subtotal	28206.66
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	28206.66



CAPITOL SUPPLY

CONSTRUCTION PRODUCTS LLC

Invoice

INVOICE DATE	INVOICE NUMBER
08/11/2022	S1420063.007
REMIT TO: CAPITOL SUPPLY CONSTRUCTION PRODS 149 OLD TURNPIKE ROAD WAYNE, NJ 07470 Phone 973-827-5200 Fax 973-827-1790	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

REGAL UTILITY SERVICE INC 4
731 WARWICK TURNPIKE
HEWITT, NJ 07421

REGAL UTILITY /COLDEN PARK 4
COLDEN PARK PHASE II WM IMPROVEMENT
WESTWOOD DR & WINWOOD DR
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CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON			
15440		COLDEN PARK				HUGH MALLEY			
WRITER		SHIP VIA		TERMS		SHIP DATE		ORDER DATE	
FRANCESCO J SALERNO		OT OUR TRUCK		NET		08/11/2022		10/04/2021	
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE		
5pc	5pc	6" USP DIP GLASS 52-20'				22.860/ft	2286.00		
1ea	1ea	DIP SURCHARGE NONTAXABLE				50.750/ea	50.75		
17ea	17ea	3/4" MU CORP STOP CC X FL B25000N				76.680/ea	1303.56		
17ea	17ea	3/4" AY FM FLR 90 CC X SW 74776S				63.560/ea	1080.52		
		** Above not returnable ini _ **							
17ea	17ea	3/4" MU H1502N-2 CURB STOP FL MK3				123.100/ea	2092.70		
		** Above not returnable ini _ **							
17ea	17ea	5' H10314 CURB BOX LESS ROD				52.270/ea	888.59		
17ea	17ea	29" MU SS CURB BOX ROD #88055SS				22.450/ea	381.65		
6ea	4ea	6" HYMAX 2 FLIP (6.42-7.68) 260 PSI				422.720/ea	1690.88		
4ea	4ea	6" MUELLER MJ RW GATE VALVE O/L A2362-23L				890.860/ea	3563.44		
4ea	4ea	5 1/4" 2PC SLIDE VB TOP W/16" W/LID				120.550/ea	482.20		
5ea	5ea	8" X 6" MJ REDUCER C153				107.360/ea	536.80		
5ea	5ea	6" X 6" MJ TEE C153 USA				208.730/ea	1043.65		
2ea	2ea	6" MJ PLUG C153				71.710/ea	143.42		
1ea	1ea	6" T/U MJ PLUG C153 USA				93.480/ea	93.48		
2ea	2ea	6" MJ LONG SLEEVE C153				101.460/ea	202.92		
4ea	4ea	6" EBAA MEGALUG GLAND SERIES 1100				30.130/ea	120.52		
15ea	15ea	6" STANDARD ACCESSORY PACK (NO GLAND)				21.740/ea	326.10		
10ea	10ea	8" EBAA MEGALUG GLAND SERIES 1100				45.970/ea	459.70		
10ea	10ea	8" STANDARD ACCESSORY PACK (NO GLAND)				24.060/ea	240.60		
5ea	5ea	3/4" X 100' K-COPPER				655.000/ea	3275.00		
** REPRINT ** REPRINT ** REPRINT **									
Invoice is due by 08/11/2022						Subtotal	20262.48		
Past Due Invoices may be subject to 1.50% late charge.						S&H Charges	0.00		
						Tax	0.00		
						Payments	0.00		
						Amount Due	20262.48		



Jointa Lime Company
 269 Ballard Road
 Wilton, NY 12831
 Sales Office (518) 584-2421
 FAX (518) 584-4382

Quote: 20375-A
 Quote Date: 5/19/2021
 Expire Date: 12/31/2021
 Account #: 418010
 Sales Rep: Manso, Yvonne

Regal Utility Services
 731 Warwick Turnpike

 Hewitt, NJ 07421

Contact: Ken Deaver
 Phone: 973-277-9442
 Fax:
 Email: ken.regalutilityservices@gmail.com

Project : North Fletcher Drive Water Main Extension - Newburgh

Source	Product ID	Product Description	Quantity	Unit	Material Rate
AP6	S09	9.5MM Superpave F1 Top Course HMA [64E-22]	0.00	Tons	82.00
AP6	S12	402.126103 - F1 Top Course HMA [64E-22]	160.00	Tons	79.00 *
AP6	S19	402.198903 - F9 Dense Binder Course HMA [64E-22]	160.00	Tons	75.00 *
OFFICE	ESC	Asphalt Price Index	0.00	Tons	568.00
OFFICE	S25	402.256903 - F9 Binder Course HMA [64E-22]	160.00	Tons	69.00
OFFICE	S37	402.376903 - F9 Base Course HMA [64E-22]	240.00	Tons	60.00

Comments:

REVISED 7/21/21: Added 9.5mm per customer (PG 64E-22)

Revised 6/1/21: Moved 25mm & 37.5mm to Office - won't need for job.

Notes: Priced material using liquid PG 64E-22

Asphalt Conditions
 The Asphalt Price Index (API) stated above is the current index used for this quote by Jointa Lime Company. It is subject to change based on market conditions between the dates of this quote and the actual purchase date. If the API is different from this quote at the time of purchase, the actual price of the material will be adjusted accordingly. Jointa Lime Company will not be responsible for outstanding balances as a result of a misunderstanding or unawareness of this policy. Please call your sales representative or the sales office if you have any questions regarding these Terms & Conditions.

A 3.5% processing fee will be charged on all credit card payments.

Terms: Net 0 Days

Accepted by: _____ Date: _____

PRICES ARE VALID IF THE QUOTE IS SIGNED AND RETURNED TO THE SALES DEPARTMENT.

Due to marketplace fluctuations for cement and petroleum products, all pricing on items quoted will be subject to review at the time of pick up/delivery. Acceptance of this quote confirms agreement with pricing, conditions, and terms as specified herein. A service charge of 2.00% per month will apply to unpaid balances over term. In addition, if terms are not met as specified above, all purchases may be changed to COD, and prices on future purchases increased. Prices do not include tax. Prices are subject to applicable sales tax unless a valid tax-exempt certificate is on file prior to the first order.



Jointa Lime Company
269 Ballard Road
Wilton, NY 12831
Sales Office (518) 584-2421
FAX (518) 584-4382

Quote Date: 8/12/2022
Expire Date: 12/31/2022
Account #: 418010
Sales Rep: Cook, Emilie

Page 1 of 1

Regal Utility Services
731 Warwick Turnpike

Hewitt, NJ 07421

Contact: Ken Deaver

Phone: 973-277-9442

Fax:

Email: ken.regalutilityservices@gmail.com

Project: Town of Newburgh - Trenches

Source	Product ID	Product Description	Quantity	Unit	Material Rate
AP6	S12	12.5mm Top Course [PG 64E-22]	1,000.00	Tons	88.00 *
AP6	S19	19mm Binder Course [PG 64E-22]	1,200.00	Tons	82.00 *
OFFICE	ESC	Asphalt Price Index	0.00	Tons	829.00

Comments:

NOTES: No specs provided at time of quote. Priced all material using liquid PG 64E-22.

Asphalt Conditions

The Asphalt Price Index (API) stated above is the current index used for this quote by Jointa Lime Company. It is subject to change based on market conditions between the dates of this quote and the actual purchase date. If the API is different from this quote at the time of purchase, the actual price of the material will be adjusted accordingly. Jointa Lime Company will not be responsible for outstanding balances as a result of a misunderstanding or unawareness of this policy. Please call your sales representative or the sales office if you have any questions regarding these Terms & Conditions.

A 3.5% processing fee will be charged on all credit card payments.

Terms: Net 30 Days

Accepted by: _____

Date: _____

PRICES ARE VALID IF THE QUOTE IS SIGNED AND RETURNED TO THE SALES DEPARTMENT.

Due to marketplace fluctuations for cement and petroleum products, all pricing on items quoted will be subject to review at the time of pick up/delivery. Acceptance of this quote confirms agreement with pricing, conditions, and terms as specified herein.

A service charge of 2.00% per month will apply to unpaid balances over term. In addition, if terms are not met as specified above, all purchases may be changed to COD, and prices on future purchases increased.

Prices do not include tax. Prices are subject to applicable sales tax unless a valid tax-exempt certificate is on file prior to the first order.



Capitol Supply Construction Products LLC

Capitol Supply Construction Products LLC
149 Old Turnpike Rd.
Wayne, NJ 07470
March 31, 2022

Re: Ductile Iron Scrap Surcharge

To Whom it may concern:

Effective April 5, 2022 we are going to incur a Scrap Surcharge for every piece of Ductile Iron Pipe that ships to our yard or to a jobsite. The Surcharge amount has not been firmly established but it looks like it will be in the \$125-175 per Ton range. In order for us to allow pipe to ship to your jobsite we will need a representative of your company to sign off on attached form that you will pay Capitol Supply the amount of this surcharge. Capitol makes no money from this surcharge; we are charging dollar for dollar what we receive from the manufacturer.

Thank you for your continued support in these challenging times and please call me directly with any questions.

Sincerely,

Hugh D. Malley jr
Vice President
973-627-5200

149 Old Turnpike Road Wayne, NJ 07470

phone 973-627-5200



CAPITOL SUPPLY

CONSTRUCTION PRODUCTS LLC

Surcharge Agreement

Please complete entire form to avoid delays.

Date: _____

Your Company Name: _____

Legal Name of Job: _____

Job Location(s): _____

_____ hereby guarantees payment of the Ductile Iron Pipe Surcharge to Capitol Supply Construction Products LLC for pipe delivered to the above locations.

- We acknowledge the payment terms are 30 days from the date of delivery and that a service charge of 1.5% will be charged for unpaid or delinquent invoices.
- the undersigned expressly warrants and represents that they have full power and authority to sign this Agreement on behalf of the company indicated and that their signature will bind the party indicated to the terms hereof.

Authorized Signature: _____

Print Name: _____



April 1, 2022

To: Valued Distribution Partners and Customers
Re: Raw Material Adjustment

In our letter dated March 14, 2022, we outlined the necessary steps to recover surging prices in our raw material costs, specifically scrap. Your feedback over the last couple weeks has been appreciated and we respect the difficult nature of this for all involved. As a matter of executing against our stated intention and with your feedback, we will note a Raw Material Adjustment under each line item on your invoice (pipe only) to more accurately depict the impact on every line item on your order (vs. a single line item).

We also referenced using the national increase in shredded scrap pricing as tracked by Fastmarkets (<https://www.fastmarkets.com>). The February index was \$472/ton and as released today, the March index is \$565/ton. Each line item for pipe will see an additional charge of \$93/ton noted as a Raw Material Adjustment in dollars per pound (example below). We are noting the charge in dollars per pound since we feel that will more accurately measure the impact. You will notice this change on your invoices starting on April 5, 2022. You will also receive a matrix from your local Sales Manager that estimates the adjustment in \$/ft.

0010	7000062326 06" TR FLEX DIP CL52 20' NOM BCL/A C	1300 BES	21,836 LB	53	1,049,400	25.00 FT	26,235.00
	Raw Material Adjustment:					0.05 LB	1091.80

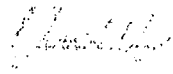
This Raw Material Adjustment will remain in effect until the April index is released on May 2, 2022. Once the new index is published, we will notify you of adjustments to be implemented May 5, 2022.


We remain hopeful that raw material prices will return to February 2022 levels within the next month or two. If costs continue to rise and stabilize at that higher rate, we will consider converting this to a more permanent price increase.

Lastly, we will continue to strictly enforce our terms and conditions. If you wish to cancel your order for Made to Stock (MTS) material in lieu of paying the adjustment, you may do so with no cancellation fees. Cancellation fees still apply to Made to Order (MTO) materials. You may also choose to delay your order to a later date.

We regret having to take these actions; however, the metals markets have been greatly impacted by the situation abroad. We appreciate your feedback and communication with our team as we work through this together.

Best Regards,


Vik Bhatia
President
214-693-1578


Howard Smith
Sr. Vice President of Marketing & Sales
919-757-5411

2 Chase Corporate Drive, Suite 200 | Birmingham, AL 35244 | 866.347.7473



**McWANE
DUCTILE**

IRON STRONG

2266 South 6th Street
Coshocton, OH 43812
o 800-800-6013
mcwaneductile.com

March 11th, 2022

To: McWane Ductile Customers.

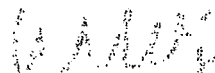
Re: Scrap Surcharge

The Russian-Ukraine conflict has caused a severe shortage of pig iron in the international market (as both countries are two of the world's top producers). While McWane Ductile does not use pig iron, consumers of pig iron have downcycled raw materials such as busheling and auto shred, resulting in an immediate and intense demand for all grades of US scrap, which in turn has driven up scrap prices by \$150/ton and more this month alone. We expect this cost escalation to continue until the conflict resolves. In light of the detrimental impacts from these unexpected events, it is necessary to implement a \$150/ton scrap surcharge to all shipments effective 03/14/2022, which will be added as a separate line item on your invoice. Additional points:

- This surcharge is temporary, and we will rescind it when scrap prices return to February 2022 levels.
- We will adjust the surcharge monthly, based on changes in the Busheling Index published monthly in Fastmarkets.com.
- The surcharge we're announcing today will apply to all shipments from 3/14/2022 until 4/10/2022. Fastmarkets publishes the settled scrap price on the 10th of each month, therefore any April surcharge will apply to all shipments from 4/11/2022 to 5/10/2022.
- Because of unprecedented demand for our products along with supply chain constraints, we cannot guarantee lead times, delivery schedules, or availability.
- You may choose to not pay the surcharge and delay your scheduled shipments until such time as scrap prices have returned to lower levels. Once again, however, lead times, delivery schedule and availability are not guaranteed.

Thank you in advance for your support. Please contact your McWane Ductile Sales Representative with any questions.

Best regards,



Mike Dodge
Vice President of Sales & Marketing

March 14, 2022

To: Valued Distribution Partners and Customers
Re: Scrap Surcharge

As you are aware, the Russia-Ukraine conflict has resulted in additional disruptions to an already stretched supply chain. This conflict has impacted multiple inputs to our manufacturing process, the biggest of which is our scrap metal costs. Given the current situation, demand for steel and iron to be supplied by other countries is quickly growing. Those manufacturers are looking to buy more scrap, the same scrap we buy for daily operations. As a result, scrap costs are rising very quickly. The restrictions on pig iron coming from Russia and Ukraine further exacerbates the demand for scrap.

Effective April 1, 2022, all product shipping from our facilities will incur a scrap surcharge to cover these increased scrap costs. While we hope this is a short lived market condition, we have to prepare for the likely reality that this persists until the conflict has come to resolution, global sanctions on that region of the world are lifted, or some other market mechanism helps compensate for the increase in demand.

That surcharge will be based on the national increase in shredded scrap pricing as tracked by Fastmarkets (<https://www.fastmarkets.com>). The prior month average is released on the first business day of the month (i.e., the increase for March will be confirmed on April 1st). It will be communicated on the second of the month and made effective the fifth day of the month. The shredded scrap index is highly correlated to the busheling index which was up \$175/ton between February and March. Because of the even higher demand for busheling, we expect the shredded index to be up, but not more than busheling. Based on what we know as of this time, a good planning number should be between \$125-175/ton. All surcharges will be noted as a separate line item on your invoice.

As you know, our typical approach is to absorb increases and movements in raw materials pricing both small and large; however, the movement over the last two weeks is historically unprecedented. We believe a surcharge is the most effective mechanism for an adjustment because we intend for this to be temporary. When scrap pricing returns to February 2022 levels, we will pull back the surcharge. Should the conflict last longer and scrap prices remain higher for an extended period of time, we may consider converting the surcharge to a more permanent price increase, but it would be premature to determine that now.

Also note, we will continue to strictly enforce our terms and conditions. If you wish to cancel your order for Made to Stock (MTS) material in lieu of paying a surcharge, you may do so with no cancellation fees. Cancellation fees still apply to Made to Order (MTO) materials.

We regret having to take these actions; however, the metals markets have been greatly impacted by the situation abroad. We appreciate your support and patience while we all navigate these uncertain times.

Best Regards,

Vik Bhatia
President
214-693-1578

Howard Smith
Sr. Vice President of Marketing & Sales
919-757-5411

2 Chase Corporate Drive, Suite 200 | Birmingham, AL 35244 | 866.347.7473

Building and Grounds December 27th Agenda

Jerry Canfield obtained three estimates to replace the rain gutters at 21 Hudson Valley Professional Plaza.


Raindrop Enterprises Inc. \$ 8125.00

Commercial Industrial Construction Corp. \$ 9,800.00

Lakeside Construction & Renovation Inc. \$ 8,875.00

Based on the proposals

I am looking for a motion to award Raindrop Enterprises Inc. the work at a cost of \$ 8125.00

A handwritten signature in black ink, appearing to read "Jerry", enclosed within a large, hand-drawn oval.



Gerald Canfield <codecompliance@townofnewburgh.org>

Gutter Proposal

1 message

Thomas Van Zandt <jltwvan02@yahoo.com>

Tue, Dec 20, 2022 at 4:32 PM

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

Raindrop Enterprises, Inc.
12-20-22

114 Locust Lane
Newburgh, NY
12550

Proposal for the Installation of Seamless 6" Commercial K style gutters around the entire building and downspouts coming down in the best possible locations as discussed.

-To install new 6" seamless K style gutters with quick screw hangers and screws in the color of white. Gutters to be installed with a angle wedge everywhere the fascia calls for it for additional strength and support.

-To install new 3x4 downspouts in the color of white in all previous discussed locations with hidden brackets and screws.

Being it is a commercial building, it should be function over aesthetics. That being said any downspout that pours out onto a lower roof will have a leader pipe in the color of white that extends across the lower shingles to drain the water directly into the lower gutter.

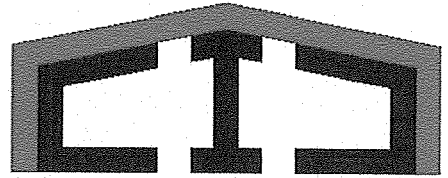
Price includes Material and labor including prevailing wage for all workers on site. There will be no deposit up front due however Invoice will be due upon completion with a 30day grace period after which a 3% interest charge will be added for each calendar month overdue.

Liability and Workers Comp policy will be sent to you via email once we have received an email confirmation of acceptance of proposal. Please just indicate the exact name and address of how you would want it listed on the certificate I appreciate the opportunity to bid this project and if you decide to go forward I can promise you a professional job. I wish I could do better for you on the price, but it will take me and two workers at least a full day to complete and with the prevailing wage and the amount of footage, it adds up fast.

\$8125.00

- Thank you

Tom Van Zandt
Raindrop Enterprises, Inc.
845-344-3334
845-505-7341



COMMERCIAL INDUSTRIAL CONSTRUCTION CORP.
9 WYANT'S LANE, NEWBURGH, NY 12550 • PHONE 943.564.3860 • FAX 943.564.8801

PROPOSAL

Date: December 22, 2022

To: Gerald Canfield

Project: Gutters

Address: 21 Hudson Professional Plaza, Newburgh, NY 12550

SCOPE OF WORK:

Construction

Gutters

Supply and install 6" commercial gutters (Color: White)

Gutters to be installed on both upper and lower roofs

Supply and install 4" downspouts in 3 locations (Color: White)

TOTAL: \$9,800.00

*Totals are based off Non-Prevailing wage rates
Rates are set for 30-day terms. Subject to 10% chargers after 30 days*

Joseph Flynn

President

Gerald Canfield