

ANDREW J. ZARUTSKIE  
Town Clerk, 1496 Route 300  
Town of Newburgh, New York 12550  
Telephone 845-564-4554

**WORKSHOP MEETING AGENDA**  
Monday, March 25, 2019  
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. WORKER'S COMPENSATION INSURANCE QUOTATION
7. RECREATION:
  - A. Approval to Hire Three Seasonal Laborers/Recreation Aides
  - B. Approval to Hire One Additional Seasonal Laborer
  - C. Approval to Hire Part Time Chauffeur
8. ZONING: Senior Citizen Bonus
9. CELL TOWER LEASE: Sprint
10. WATER DEPARTMENT: Wildlife Management for Dam
11. CODE: Tree Preservation
12. HIGHWAY DEPARTMENT:
  - A. Approval to Award Bid for Heavy Equipment Rentals
  - B. Approval to Award Bid for Summer Materials and Services
  - C. Approval to Award Bid for Cold Milling Machine
  - D. Approval to Award Bid for Truck Body and Plow
  - E. Start Process to Hire Seasonal Employees
  - F. Start Process to Hire MEO 1A Employee
  - G. Purchase of Excavator from Blooming Grove
13. FLEET MAINTENANCE: Surplus Vehicles
14. ENGINEERING: Anchorage Property Acquisition
  - A. Contract Approval
  - B. SEQR
15. DATA PROCESSING: Purchase of New Server
16. ADJOURNMENT

GJP:AJZ:jpp  
4th Draft 3/25/2019 11:45 a.m.



## TOWN OF NEWBURGH


1496 Route 300, Newburgh, New York 12550

Andrew  
7A

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene M Black, Personnel 

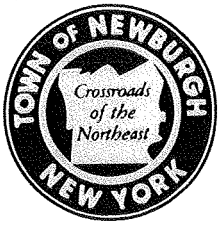
Date: March 18, 2019

Re: Seasonal Laborers / Recreation Aides

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Mr. Petrillo would like to hire Matthew Sager, Ryan Bayer and Alexander Clum. Mr. Sager would be a Seasonal Recreation Aide starting on or after April 15, 2019 until September 9, 2019, Mr. Bayer would be a Seasonal Laborer starting on or after April 29, 2019 until September 9, 2019 and Mr. Clum would be a Seasonal Recreation Aide starting on or after May 20, 2019 until September 9, 2019. All three are returnees.

Thank you in advance.



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 12, 2019

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Hire Seasonal Part Time Laborers and Recreation Aides

At this time, I would like to request approval to hire the persons listed below for each of the identified positions. The salaries for these positions are in the budget under account 7140-5100 and all will be hired at the rate of \$11.10/hour.

- Matthew Sager – Seasonal Recreation Aide  
Start 4/15/19 – End 9/09/19
- Ryan Bayer – Seasonal Laborer  
Start 4/29/19 – End 9/09/19
- Alexander Clum – Seasonal Recreation Aide  
Start 5/20/19 – End 9/09/19

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

**To: Personnel Department**

NAME OF CANDIDATE: MATTHEW SAGER

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

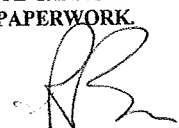
HOURLY RATE: \$11.10

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 7140-5100

PROPOSED HIRE DATE: 4/15/19

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

  
DEPARTMENT HEAD SIGNATURE

3/12/19  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: RYAN BAYER

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: SEASONAL


HOURLY RATE: \$ 11.10

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 7140-5100

PROPOSED HIRE DATE: 4/29/19

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

  
DEPARTMENT HEAD SIGNATURE

3/12/17  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

**To: Personnel Department**

NAME OF CANDIDATE: ALEXANDER CLUM

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \*11.10

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 7140-5100

PROPOSED HIRE DATE: 5/20/19

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



DEPARTMENT HEAD SIGNATURE

3/12/19

DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT**

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

7B



## TOWN OF NEWBURGH

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1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene Black

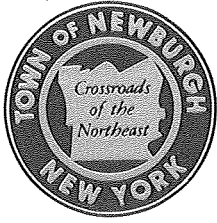
Date: March 19<sup>th</sup>, 2019

Re: Seasonal Laborer

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Mr Petrillo would like to hire Shane Grogan as a seasonal laborer starting on or after April 15th, 2019 with a salary of \$11.10 per hour. The applicants' hiring is contingent on your approval and the completion of a drug/alcohol test.

Thank you in advance.



## TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 19, 2019

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Hire Seasonal Laborer

At this time, I would like to request approval to hire Mr. Shane Grogan for the position of Seasonal Laborer in the Recreation Department. This position was recently Board approved filling the spot vacated by Mr. Michael Black. Mr. Grogan will be hired at the rate of \$11.10/hour. The salary for this position is in the 2019 budget.

Start date for this position will be on or after April 15<sup>th</sup>.

Regards,

Robert J. Petrillo  
Commissioner



# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

**To: Personnel Department**

NAME OF CANDIDATE: SHANE GROGAN

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: SEASONAL


HOURLY RATE: \$ 11.10

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: A.7110.5100

PROPOSED HIRE DATE: 4/15/19

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

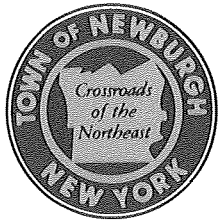
  
DEPARTMENT HEAD SIGNATURE

3/19/19  
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT**

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

7C



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor ✓  
Town Board Members

From: Charlene M. Black, Personnel Director

Date: March 18, 2019

Re: Part time Chauffeur

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Mr. Petrillo has requested approval to hire as a part time chauffeur filling the vacant position that was created when Ms. Yano resigned from us. The applicant's hiring is contingent on your approval and the completion of his fingerprints, paperwork, drug/alcohol screening and physical. A start date of on or after April 1, 2019 is anticipated. Thank you in advance.



## TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 12, 2019

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Hire Part Time Chauffeur

At this time, I would like to request approval to hire Mr. Robert Ramel for the position of Part Time Chauffeur in the Recreation Department. Mr. Ramel will be hired at the rate of \$18.00/hour. The salary for this position is in the 2019 budget.

Start date for this position will be on or after April 1<sup>st</sup>. Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: ROBERT RAMEL

DEPARTMENT: RECREATION

TITLE OF POSITION: CHAUFFEUR

FULL TIME OR PART TIME: PART TIME

HOURLY RATE: \$18.00

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: A.5630.5100

PROPOSED HIRE DATE: \_\_\_\_\_

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

  
\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

3/12/19  
\_\_\_\_\_  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

***Dickover, Donnelly & Donovan, LLP***  
**Attorneys and Counselors at Law**

**David A. Donovan**  
**Michael H. Donnelly**  
**Robert J. Dickover**

**28 Bruen Place**  
**P.O. Box 610**  
**Goshen, NY 10924**  
**Phone (845) 294-9447**  
*mail@dddblaw.com*  
**Fax (845) 294-6553**  
*(Not for Service of Process)*

Successor Law Firm To:  
Alexander Appelbaum, P.C., Florida, N.Y. (1915-1988)  
Ludmerer & Vurno, Esqs., Warwick, N.Y.

February 19, 2019

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

RE: The Polo Club (18.12)

Members of the Board:

I write to you on behalf of the Town of Newburgh Planning Board. On February 7, 2019, the applicant referenced above appeared before the planning board seeking an amended approval of the former Polo Club application, this time seeking a senior density bonus.

Section 185-48(B) [Senior Citizen Housing] of the Code of the Town of Newburgh permits the town board “upon the recommendation of the planning board” to modify those sections of this chapter relative to lot dimensions, building setbacks and density in the further subdivision or site plan of properties when necessary to comply with the provisions in this section.” The planning board reports its recommendations pursuant to this section as follows.

The planning board recommends favorably that the senior housing bonus be granted to this project. There is a need for senior housing within the town. The location in question appears acceptable.

The planning board has not yet completed its SEQRA analysis and will report further

after it has done so.

Very truly yours,

A handwritten signature in black ink, appearing to read 'MHD', with a large, stylized flourish extending downwards and to the right.

MICHAEL H. DONNELLY

MHD/lrm

Cc: Town of Newburgh Planning Board  
Mark Taylor, Esq.  
Ross Winglovitz, P.E.

OLD Lease<sup>4</sup> 3507.03  
9 MD



Town Of Newburgh  
Attention: Gill Piaquadio  
1496 Route 300  
Newburgh, NY 12550

January 7, 2019

Re: Sprint Lease Extension Program NY33XC128-B, Governors Drive, Newburgh, NY 12550

Md7, LLC ("Md7") has been contracted by Sprint to administer a Lease Extension Program (the "Program"). Md7, as authorized agent, will represent Sprint ("Tenant") in all correspondence regarding the Program. Per our conversation, please review the following terms which will significantly enhance your site's value to Sprint's network.

**Proposed Terms**

- Extend the life of the lease with up to 5 renewal terms (1 term is equal to 5 years)
- Rent Starting on December 5, 2019, the rent under the lease will be Three Thousand Two Hundred and No/100 Dollars (\$3,200.00) Monthly. This figure is based on regional market analysis and operational performance goals.
- Escalations: On December 5, 2020 a 2 Percent Annually escalator will take effect and be set into place until the expiration of the lease.

Sprint values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. Please contact me prior to **January 31, 2019**. Please let me know if you have any questions. I can have a standard draft amendment prepared for you to review if you are ready. Thank you for your consideration.

Sincerely,

**Mark Nieves**  
Md7 | Lease Consultant  
(858) 799-7884  
mnieves@md7.com



**Sprint – Lease Processing**

c/o MD7 LLC

10590 West Ocean Air Drive, Suite 300  
San Diego, CA 92130

**January 7, 2019**

Town Of Newburgh  
Attention: Gill Piaquadio  
1496 Route 300  
Newburgh, NY 12550

Sprint Site Identification NY33XC128-B-001

Re: Sprint Wireless Site: Governors Drive, Newburgh, NY 12550

Gill,

Sprint Corporation is working with Md7, LLC, a wireless lease management services company, to review your current lease against our network requirements.

As part of our effort to ensure that your location continues to meet Sprint's network needs, Md7 is actively reviewing the lease terms to determine what changes, if any, need to be made. Many variables are being considered as the criteria for determining Sprint's current and future network requirements, including the cost of operating the site now and in the future in addition to upcoming lease agreement expiration date(s).

**It is essential that we conclude this process within the next 90 days to ensure a continued mutually beneficial business relationship.**

With this in mind, please utilize the information below to contact Mark Nieves at Md7 at your earliest convenience to review the terms of your lease and to discuss the continuation of your business relationship with Sprint.

Sincerely,

Jody Moore  
Network Proj/Prog Mgr III, Sprint Corporation

PLEASE CALL SPRINT C/O MD7  
AND REFERENCE  
THE FOLLOWING ID:  
**NY33XC128-B-001**

Mark Nieves  
**Toll Free: 858-799-7884**  
Email: [mnieves@md7.com](mailto:mnieves@md7.com)



**FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (TOWER)**

This First Amendment to Communications Site Lease Agreement (Tower) (this "First Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Communications Site Lease Agreement (Tower) dated June 11, 1999, between Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. ("Lessee"), and Town of Newburgh ("Lessor") (the "Agreement").

**BACKGROUND**

WHEREAS, the Agreement is set to expire on December 4, 2019, and Lessee and Lessor desire to extend the term of the Agreement.

WHEREAS, Lessee and Lessor desire to modify certain provisions of the Agreement as provided below.

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Term.** Paragraph 4 of the Agreement is amended by adding the following:

The current Term of the Agreement will expire on December 4, 2019. Notwithstanding anything to the contrary in the Agreement, commencing on December 5, 2019, the Term of the Agreement is extended for three (3) additional Renewal Terms of sixty (60) months each (each a "New Renewal Term"). The Agreement will continue to renew per the terms of the Agreement. All references in the Agreement to Renewal Terms shall include the New Renewal Terms.

2. **Modification to Rent.** Paragraph 5 of the Agreement is amended by adding the following:

Starting on the first day of the New Renewal Term and on the first day of every month thereafter, Lessee will pay Rent in advance in equal monthly installments of Three Thousand Two Hundred and No/100 Dollars (\$3,200.00). Rent for any partial months will be prorated based upon a 30-day month.

Commencing on December 5, 2020, the Rent will be increased annually by two percent (2%) of the then current Rent.

Lessee's obligation to pay Rent is contingent upon Lessee's receipt of an IRS-approved W-9 form setting forth the tax identification number of Lessor or of the person or entity to whom payment is to be made payable as directed in writing by Lessor. Lessor agrees to enroll for automated payment no less than thirty (30) days prior to the commencement of the New Renewal Term. All of Lessee's payment obligations set forth in the Agreement are conditioned upon Lessor's timely enrollment for automated payment. Lessor may obtain electronic payment enrollment forms by contacting Landlord solutions at 800-357-7641 or by submitting a ticket for direct deposit via the landlord portal at <https://landlordsolutions.sprint.com/>.

3. **Notice Address.** The notice addresses in Paragraph 19(d) of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

“To Lessor: Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

To Lessee: Sprint Property Services  
Sprint Site ID: NY33XC128-B  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint Law Department  
Sprint Site ID: NY33XC128-B  
Attn.: Real Estate Attorney  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2020”

4. **General Terms and Conditions.**

- a. All capitalized terms used in this First Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this First Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment.
- e. Lessor agrees to execute concurrently with this First Amendment a recordable Memorandum of Amendment attached to this First Amendment as Exhibit C-1, which Memorandum of Amendment Lessee may record at its own expense in the real property records where the Premises is located.

The parties have executed this First Amendment as of the Effective Date.

**Lessor:**  
**Town of Newburgh**

**Lessee:**  
**Sprint Spectrum Realty Company, LLC,**  
**a Delaware limited liability company**

By: \_\_\_\_\_  
(please use blue ink)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 201\_\_\_\_\_  
(Date must be completed)

By: \_\_\_\_\_  
Printed Name: Silvia J. Lin  
Title: Manager, Real Estate  
Date: \_\_\_\_\_, 201\_\_\_\_\_  
(Date must be completed)

**EXHIBIT C-1**  
**(MEMORANDUM OF AMENDMENT)**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Sprint Property Services  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

**MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT  
(TOWER)**

THIS MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (TOWER) ("Amended Memorandum"), by and between Town Of Newburgh ("Lessor") and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company ("Lessee"), evidences the Communications Site Lease Agreement (Tower) made and entered into between Lessor and Lessee dated December 5, 1999 (the "Agreement") has been amended by written agreement between the parties (the "First Amendment"). The term "Agreement" hereinafter refers to and includes the First Amendment.

The Agreement provides in part that Lessor leases to Lessee certain real property owned by Lessor and located at Governors Drive, City of Newburgh, County of Orange, State of New York ("Property") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Property is legally described in Exhibit A attached hereto. The portion of the Property leased to Lessee together with non-exclusive utility and access easements (the "Premises") is further described in the Agreement.

Commencing on December 5, 2019, the term of Lessee's lease and tenancy under the Agreement, as amended by the First Amendment, is extended for three (3) renewal terms of sixty (60) months each that may be exercised by Lessee.

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

**Lessor:**  
Town of Newburgh

**Lessee:**  
Sprint Spectrum Realty Company, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
(NOT FOR EXECUTION)  
(please use blue ink)

By: \_\_\_\_\_  
(NOT FOR EXECUTION)

Printed Name: \_\_\_\_\_

Printed Name: Silvia J. Lin

Title: \_\_\_\_\_

Title: Manager Real Estate

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

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

UNITED STATES DEPARTMENT OF COMMERCE  
BUREAU OF ECONOMIC ANALYSIS

THE ECONOMIC EFFECTS OF THE  
WORLD WIDE RECESSION  
ON THE  
UNITED STATES ECONOMY  
AND  
THE  
WORLD ECONOMY

THE ECONOMIC EFFECTS OF THE  
WORLD WIDE RECESSION  
ON THE  
UNITED STATES ECONOMY  
AND  
THE  
WORLD ECONOMY

THE ECONOMIC EFFECTS OF THE  
WORLD WIDE RECESSION  
ON THE  
UNITED STATES ECONOMY  
AND  
THE  
WORLD ECONOMY

The economic effects of the world wide recession on the United States economy and the world economy are discussed in this report. The report is divided into two main parts. The first part discusses the effects of the recession on the United States economy, and the second part discusses the effects of the recession on the world economy. The report is based on data from the United States Department of Commerce and the World Bank.

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The economic effects of the world wide recession on the United States economy and the world economy are discussed in this report. The report is divided into two main parts. The first part discusses the effects of the recession on the United States economy, and the second part discusses the effects of the recession on the world economy. The report is based on data from the United States Department of Commerce and the World Bank.

**EXHIBIT A**  
**TO MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**  
**(TOWER)**

DESCRIPTION OF LAND

to the Agreement date \_\_\_\_\_, 2019, by and between the Town of Newburgh, as Lessor, and Sprint Spectrum Realty Company, LLC, as Lessee.

The Land is described and/or depicted as follows (metes and bound description):

All that tract, piece or parcel of land situate on the Town of Newburgh Water Tank Site at the Stewart Airport Industrial Park in the Town of Newburgh, Orange County, New York and being further described as follows:

Beginning at the southwesterly corner of the herein described parcel, said southwesterly corner being distant 3716.79 feet northerly, measure at right angles, from station 116+19.41 of the "centerline of runway 09-27 survey baseline" hereinafter described and thence running:

1. North 34° 31' 18" west for a distance of 31.00 feet; thence
2. North 55° 28' 42" east for a distance of 22.00 feet; thence
3. South 34° 31' 18" east for a distance of 31.00 feet; thence
4. South 55° 28' 42" west for a distance of 22.00 feet to the point of beginning.

Containing 682 square feet, more or less.

All bearings refer to true north at the 74° 20' meridian of west longitude.

The aforementioned survey baseline is the centerline of runway 09-27 as established by the National Oceanic and Atmospheric Administration with survey markers at Station 59+82.92 and Station 178+00.00.

With the right of ingress and egress over and across the aforementioned Town of Newburgh Water Tank Site between Road "C" and the above described lease area.

The aforementioned Town of Newburgh Water Tank Site is as shown on a plan entitled, "Waterline Easement, Stewart Airport Industrial Park, Town of Newburgh, Orange County, New York" as prepared by Valdina Consulting Engineers on December 21, 1993.

THE FEDERAL BUREAU OF INVESTIGATION  
UNITED STATES DEPARTMENT OF JUSTICE

MEMORANDUM FOR THE DIRECTOR

DATE: 10/15/64  
TO: DIRECTOR, FBI (100-447347)  
FROM: SAC, NEW YORK (100-100000)

RE: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

COMMUNICATIONS SITE LEASE AGREEMENT (TOWER)

This Communications Tower Lease Agreement ("Agreement") is entered into this \_\_\_\_ day of 199\_\_, between SPRINT SPECTRUM, LP, a Delaware Limited Partnership with offices at 1 International Blvd. Mahwah NJ 07495, ("Lessee"), and the TOWN OF NEWBURGH ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") and a water tower (the "Tower") located in the Town of Newburgh, County of Orange, State of New York, more commonly known as the Water Tank at Governor Drive (the Tower and Land are collectively, the "Property") The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor, approximately four hundred thirty-two (432) square feet of the Land and space on the Tower and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below). Prior to installation, Lessee shall provided to Lessor a complete set of construction drawings detailing all work and particularly the method of attachment of the antenna to the water tank. Lessor shall have the right to approve all such construction drawings and such approval shall not be unreasonably withheld, condition. or delayed. Prior to installation. Lessee shall provide a separate third party study to verify, that Lessee's proposed installation shall be within FAA guidelines. Lessee's FCC licensee listing the operating frequencies used by Lessee is attached as Exhibit D herein. Upon Lessee's request, Lessor agrees to provide promptly to Lessee copies of all plans, specifications, surveys and tower maps for the Land and Tower. The tower map shall include the elevation of all antennas on the Tower and the frequencies upon which each operates. During Lessee's construction of its facilities, Lessee shall pay to Lessor the sum of one thousand

five hundred and 00/000 dollars (\$1,500.00) to pay for Lessor's employee, agent, or contractor to be present to observe Lessee's installation.

4. **Term.** The term of this Agreement shall be five (5) years commencing thirty (30) days after issuance of all necessary building permits or commencement of construction, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for three (3) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. **Rent.** Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor, as rent, two thousand and 00/100 DOLLARS (\$2,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. On the first anniversary of the Commencement Date and each anniversary thereafter the Rent shall be increased by the amount of three percent (3%) of the then current Rent. Rent shall be payable to Lessor at 1496 Route 300 Newburgh New York. 12550; Attention: George P. Bucci Jr., Supervisor.

6. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All coaxial cables associated with Lessee's facilities and located between the Tower and the Lessee's equipment shelter shall be buried underground. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. All of Lessee's attachments to the Tower shall be kept free of deterioration and corrosion that would be detrimental to the integrity of the Tower for a period equal to the Tower's current paint warranty. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal.



(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B. Except during the installation and removal of Lessee's facilities, vehicular access is limited to paved roadways.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

## 7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Property, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Property or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event Lessor fails to comply with this paragraph, Lessee may terminate this Agreement, and/or pursue any other remedies available under this Agreement, at law, and/or at equity.

(c) Lessee shall not interfere with any future communications operation owned and operated by the Town of Newburgh, Lessor, and used for a municipal communications facilities. However, Lessor shall make best efforts to eliminate or prevent any interference with Lessee's installation, including but not limited to providing necessary separation.

8. **Taxes.** If personal property, taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property.

9. **Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment and Subletting. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign

this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 above. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity, to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any, and all claims on Lessee's leasehold interest.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or Property unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Upon completion of construction of Lessee's facilities, Lessee shall restore the existing facilities to their original condition including fence replacement and grass reseeded. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify, and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or

agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

**18. Liability and Indemnity.** Lessee shall indemnify and hold Lessor harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Property. Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Property. The duties described in Paragraph 18 survive termination of this Agreement.

**19. Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee: SPRINT SPECTRUM, LP  
1 INTERNATIONAL BLVD.  
MAHWAH NJ 07495  
ATTN: Property Dept.

With a copy to:

SPRINT SPECTRUM, LP, 4900 MAIN, KANSAS CITY, MO 64112

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of New York.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Property is located. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Premises. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

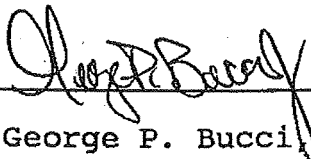
20. Tower Marking and Lighting Requirements. Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Lessor shall indemnify and hold Lessee harmless from any fines or other liabilities caused by Lessor's failure to comply with such requirements. Should Lessee be cited by either the FCC or FAA because the Tower is not in compliance and, should Lessor fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessee may either terminate this Agreement immediately on notice to Lessor or proceed to cure the conditions of noncompliance at Lessor's expense, which amounts may be deducted from the Rent.


21. Zoning and Permitting. Lessor acknowledges that as a municipal entity, it has authority to approve Lessee's installation constructed for the operation of Lessee's wireless communications facilities. Lessor, upon a satisfactory review and approval of the construction plans, submitted pursuant to Paragraph 3 and the other requirements specified under the terms of the Agreement herein, shall issue all necessary building permits for Lessee's installation. Lessee shall not need to submit plans to any zoning board nor shall any variance be required in order to obtain all necessary building permits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR  
TOWN OF NEWBURGH

LESSEE  
SPRINT SPECTRUM, LP

By:   
Name: George P. Bucci Jr.

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

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

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

Title: Supervisor

Title: \_\_\_\_\_

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated \_\_\_\_\_, 199\_\_\_\_, by and between the Town of Newburgh, as Lessor, and SPRINT SPECTRUM, LP, as Lessee.

The Premises are described and/or depicted as follows:

See Exhibits B1, B2 & B-3

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.



November 18, 1999

RE: W.O. 2080.128  
NEWBURGH WATER TANK  
ROAD "C"  
TOWN OF NEWBURGH, ORANGE COUNTY, NY

**LEGAL DESCRIPTION OF AREA TO BE LEASED TO SPRINT SPECTRUM LP**

All that tract, piece or parcel of land situate on the Town of Newburgh Water Tank Site at the Stewart Airport Industrial Park in the Town of Newburgh, Orange County, New York and being further described as follows:

Beginning at the southwesterly corner of the herein described parcel, said southwesterly corner being distant 3716.79 feet northerly, measure at right angles, from station 116+19.41 of the "centerline of runway 09-27 survey baseline" hereinafter described and thence running;

1. North 34° 31' 18" west for a distance of 31.00 feet; thence
2. North 55° 28' 42" east for a distance of 22.00 feet; thence
3. South 34° 31' 18" east for a distance of 31.00 feet; thence
4. South 55° 28' 42" west for a distance of 22.00 feet to the point of beginning.

Containing 682 square feet, more or less.

All bearings refer to true north at the 74° 20' meridian of west longitude.

The aforementioned survey baseline is the centerline of runway 09-27 as established by the National Oceanic and Atmospheric Administration with survey markers at Station 59+82.92 and Station 178+00.00.

With the right of ingress and egress over and across the aforementioned Town of Newburgh Water Tank Site between Road "C" and the above described lease area.

The aforementioned Town of Newburgh Water Tank Site is as shown on a plan entitled, "Waterline Easement, Stewart Airport Industrial Park, Town of Newburgh, Orange County, New York" as prepared by Valdina Consulting Engineers on December 21, 1993.

November 9, 1999

RE: **W.O. 2080.128**  
**NEWBURGH WATER TANK**  
**ROAD "C"**  
**TOWN OF NEWBURGH, ORANGE COUNTY, NY**

*Revised*

**LEGAL DESCRIPTION OF AREA TO BE LEASED TO SPRINT SPECTRUM LP**

All that tract, piece or parcel of land situate on the Town of Newburgh Water Tank Site at the Stewart Airport Industrial Park in the Town of Newburgh, Orange County, New York and being further described as follows:

Beginning at the southeasterly corner of the herein described parcel, said southeasterly corner being distant 3718.75 feet northerly, measure at right angles, from station 116+21.58 of the "centerline of runway 09-27 survey baseline" hereinafter described and thence running;

1. South 56° 01' 07" west for a distance of 24.87 feet; thence
2. North 34° 30' 22" west for a distance of 17.24 feet; thence
3. North 56° 01' 07" east for a distance of 24.87 feet; thence
4. South 34° 30' 22" east for a distance of 17.24 feet to the point of beginning.

Containing 429 square feet, more or less.

All bearings refer to true north at the 74° 20' meridian of west longitude.

The aforementioned survey baseline is the centerline of runway 09-27 as established by the National Oceanic and Atmospheric Administration with survey markers at Station 59+82.92 and Station 178+00.00.

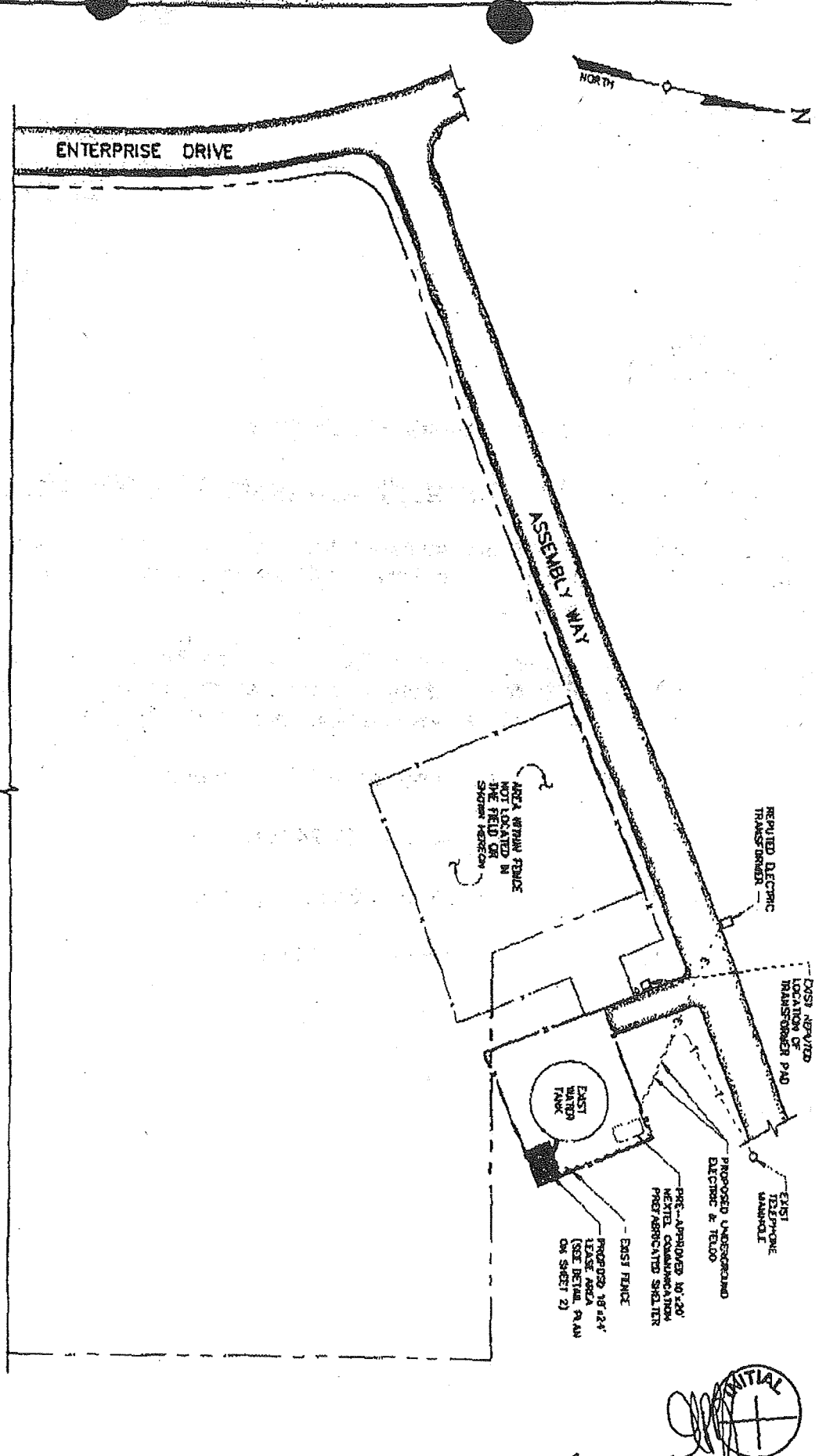
With the right of ingress and egress over and across the aforementioned Town of Newburgh Water Tank Site between Road "C" and the above described lease area.

The aforementioned Town of Newburgh Water Tank Site is as shown on a plan entitled, "Waterline Easement, Stewart Airport Industrial Park, Town of Newburgh, Orange County, New York" as prepared by Valdina Consulting Engineers on December 21, 1993.

JUL 10 1999 2:01 PM

**TECTONIC**  
ENGINEERING  
CONSULTANTS P.C.  
1000 W. 10th St.  
Oklahoma City, OK 73106  
Phone: 361-2200  
Fax: 361-2200

ISSUED BY: [Signature]  
DATE: 4/22/99



**1 PARTIAL SITE PLAN**  
SCALE: 1" = 60'

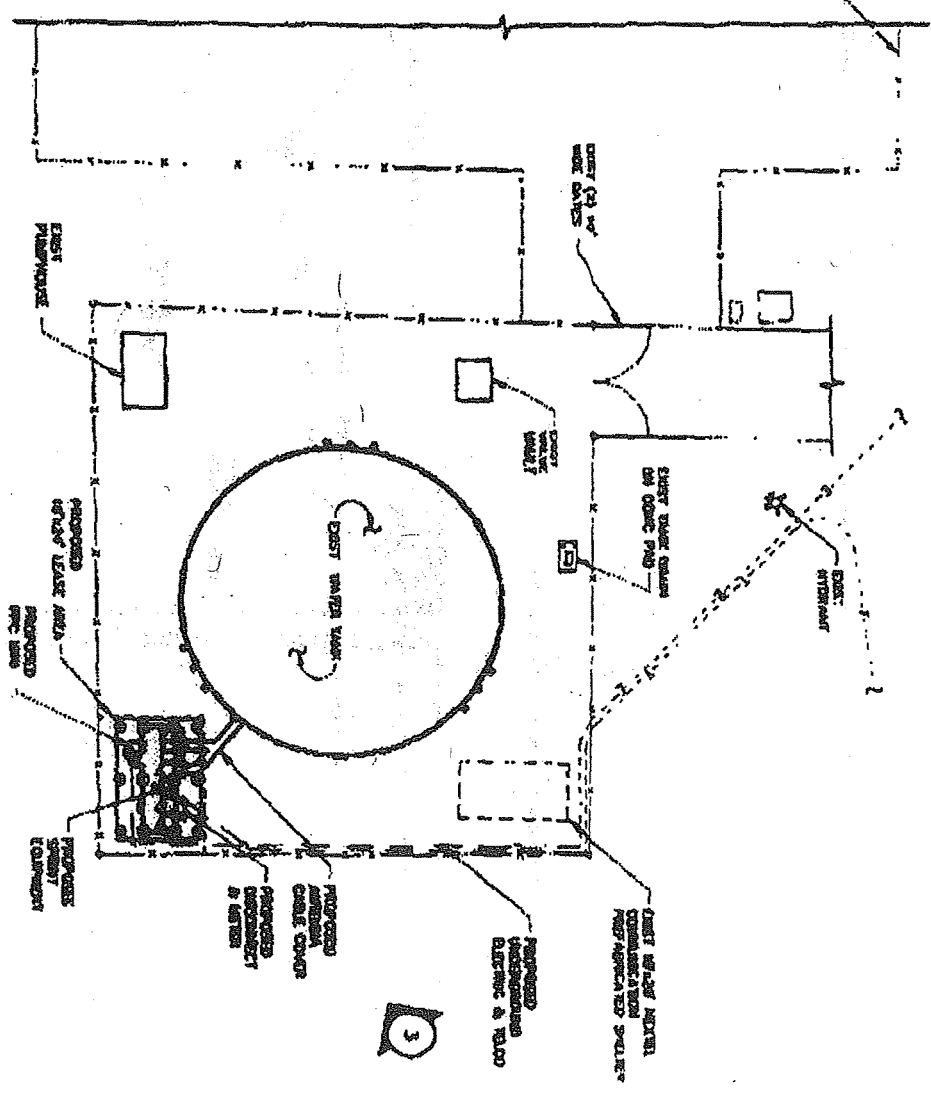
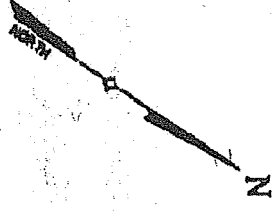
**Sprint Spectrum LP**  
MEMBER OF SPRINT  
ASSEMBLY WAY, MEMPHIS, TN

DATE: 4/22/99  
SHEET: 1 OF 3  
REV: 0

INITIAL  
[Signature]

B-1

TECTONIC CONSULTING P.C.  
 1000 W. 15th Street, Suite 202  
 Denver, Colorado 80202  
 (303) 733-4477



2  
 SCALE: 1" = 20'

DETAIL PLAN



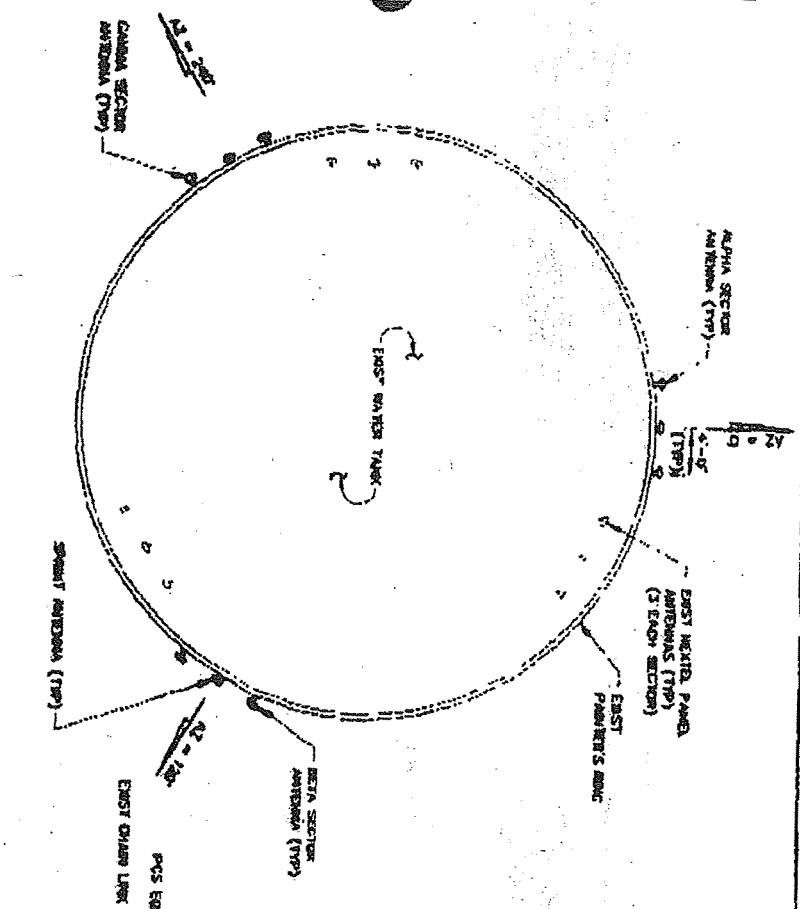
PB

Global Spectrum LP  
 4500 SHAW BLVD  
 ALBANY, NY 12204  
 SHEET 1 OF 1

**TECTONIC ENGINEERING**  
 CONSULTING ENGINEERS P.C.  
 1000 N. 10TH ST.  
 SUITE 200  
 OMAHA, NE 68102  
 (402) 441-1000

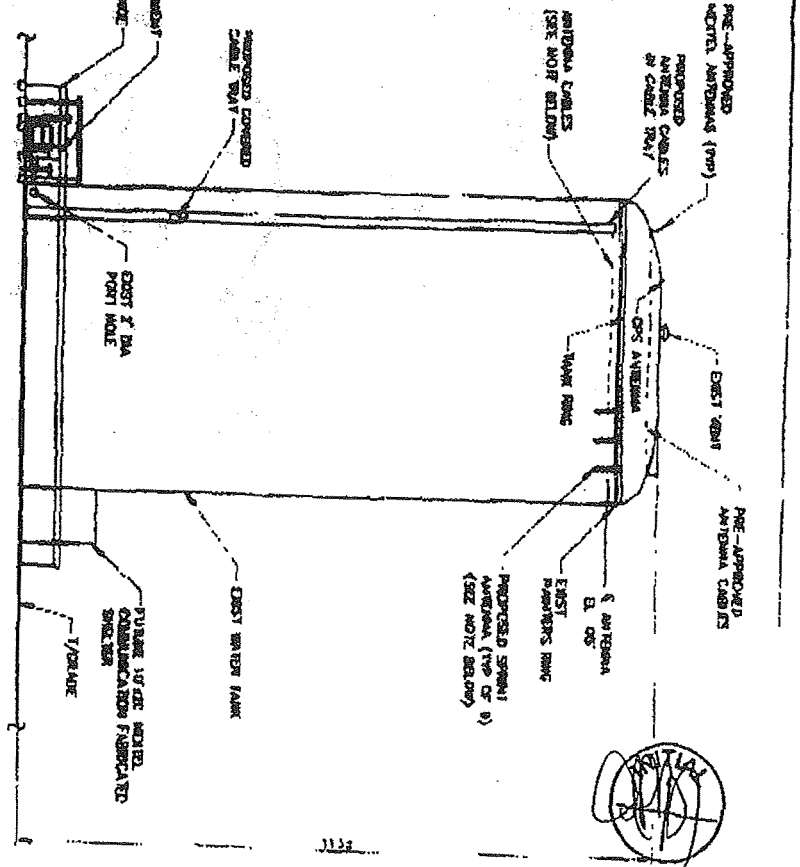
DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]

**ANTENNA PLAN**  
 SCALE: 1/2" = 1'-0"



**3 ELEVATION**  
 SCALE: 1" = 20'

NOTE: ANTENNAS, ANTENNA INSULATING PINS, ANTENNA CABLES & CABLE POWER TO BE PAINTED TO MATCH EXISTING RED & WHITE PATTERNS.



**Spectrum Solutions LP**  
 RESEARCH WATER TANK  
 ASSEMBLY WAY, NEBRASKA

SHEET 1 OF 3 TREC-0

B-3

16

EXHIBIT C

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550

This Memorandum of Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 199\_\_, by and between the Town of Newburgh (hereinafter referred to as "Lessor") and SPRINT SPECTRUM, LP, a \_\_\_\_\_ Limited Partnership with an office at \_\_\_\_\_ (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the \_\_\_ day of \_\_\_\_\_, 199\_\_, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for \_\_\_ ( ) years commencing \_\_\_ ( ) days after the issuance of all necessary building permits or commencement of construction, on \_\_\_\_\_, 199\_\_ or \_\_\_\_\_, 199\_\_, whichever first occurs ("Commencement Date"), and terminating on the \_\_\_ anniversary of the Commencement Date with \_\_\_ ( ) successive \_\_\_ ( ) year options to renew.
3. The Land which is the subject of the Agreement is described in exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

LESSOR

LESSEE

By: [Signature]  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature] 6/11/99  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NJ  
COUNTY OF Bergen

On June 11, 1999, before me, Laura Jean Thoman, Notary Public, personally appeared Peter Busciglio for Don Huelo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] (SEAL)  
Notary Public

My commission expires: LAURA JEAN THOMAN  
Notary Public of New Jersey  
My Commission Expires February 4, 2002

RIDER TO  
COMMUNICATIONS SITE LEASE AGREEMENT (TOWER)  
BETWEEN  
SPRINT SPECTRUM, LP, LESSEE  
AND  
TOWN OF NEWBURGH, LESSOR

---

1. This rider is attached to and made a part of a certain lease agreement between SPRINT SPECTRUM, LP, Lessee and the TOWN OF NEWBURGH, Lessor.

2. Use add: Nothing contained in this paragraph shall grant to Lessee an exclusive lease to Lessor's premises. Lessor reserves the right to enter into such other or additional leases to other communication companies and/or Lessor reserves the right to use said water tower, in addition to Lessee's use for any purpose provided it does not materially interfere with Lessee's installation.

3. Facilities; Utilities; Access. add,

(e) Lessee shall erect its facilities, or attachments to the town in such a way as to permit Lessor, its agents or employees full and complete access to the water tower for all maintenance, painting or other repair work necessary or incidental to proper maintenance to Lessor's premises.

4. Waiver of Subrogation. Failure of the Lessor to secure a waiver of subrogation from its insurance carrier shall rendered the terms and conditions of paragraph 13 be of no further force and effect, however, Lessor represents that it would use due diligence to secure said waiver of subrogation from its carrier.

LESSOR

LESSEE

TOWN OF NEWBURGH

SPRINT SPECTRUM, LP

By: 

George P. Buccia, Jr.,  
Supervisor

By: 

Dated: \_\_\_\_\_

Dated: 6/11/95



Sprint ID#: NY33XC128

**CONSENT TO ASSIGNMENT AND RELEASE**

This **CONSENT TO ASSIGNMENT, ASSUMPTION AND GENERAL RELEASE** (this "Consent") is made and delivered as of the 4<sup>th</sup> day of ~~March~~<sup>April</sup>, 2002, by **TOWN OF NEWBURGH** ("Lessor"), to and for the benefit of **SPRINT SPECTRUM L.P. AND/OR SPRINT SPECTRUM REALTY COMPANY, L.P.**, as interests may appear ("Lessee").

**Recitals**

WHEREAS, Lessor and Lessee entered into that certain Site Lease Agreement, dated June 11, 1999 (the "Lease"), pursuant to which Lessee leased from Lessor that certain premises located in the Town of Newburgh, County of Orange, New York, a/k/a The Water Tank at Governor Drive (the "Premises"); and

WHEREAS, Lessee and Independent Wireless One Corporation ("IWO"), have entered into an Asset Purchase Agreement (the "Asset Sale") whereby Lessee shall sell to IWO certain assets of Lessee, including without limitation the Lease; and

WHEREAS, upon completion of Asset Sale, Lessee (hereinafter "Assignor") shall assign to IWO ("Assignee") all right, title and interest, arising under and pursuant to the Lease, and Assignee will assume all the duties, obligations and liabilities of the Assignor arising under and pursuant to the Lease; and

WHEREAS, in the instance of a default event by the Assignee pursuant to the terms and conditions of the Lease, Assignor reserves the right to cure the default event and recapture the Lease and resume the duties, obligations, liabilities, and benefits of the Lease; and

WHEREAS, Assignor has requested that Lessor grant its consent to the assignment of the Lease and that Lessor release Assignor from all duties, obligations and liabilities arising under the Lease after the effective date of the assignment; and

WHEREAS, Lessor has agreed to give such consent in accordance with the terms and conditions of the Lease and this Consent.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and intending to be bound, Lessor agrees as follows:

1. **Consent of Lessor.** Upon completion of the Asset Sale to Assignee, Lessor hereby consents to the assignment of the Lease upon the terms and conditions set forth in this Consent. Lessor further consents to a future re-assignment of the Lease by Assignee to Assignor provided the Lease has not been amended or upon agreement by Assignor to assume all tenant obligations under the Lease arising after the date of such reassignment.
2. **Release of Lessee.** Upon completion of the Asset Sale to Assignee, Lessor hereby grants a General Release to Assignor from all duties, obligations and liabilities under and pursuant to the Lease.

Lessor shall recognize Assignee as the Lessee under the Lease for all purposes with respect to the performance of all duties, obligations and liabilities which arise under the Lease from and after the effective date of the assignment agreement without further notice. By executing this Consent, Lessor hereby acknowledges and reaffirms its continuing rights, powers, duties, obligations and liabilities under the Lease.

3. Limitation of Consent. The consent of Lessor given hereby extends only to the assignment of the Lease to Assignee and to any future reassignment to Assignor and shall not apply to any other assignment of the Lease or subletting of the Leased Premises. Any other future assignment of the Lease or subletting of the Leased Premises, either in whole or in part, is subject to the consent requirements of the Lease.

4. Status of Lease. The Lease is in full force and effect and there are no defaults under the Lease as of the date of this Consent.

5. Right to Cure. Lessor agrees that it will provide Assignor with written notice of any default event by Assignee under the Lease at the same time that any such notice is provided to Assignee. Assignor shall have the right (but not the obligation) to cure any such default event if Assignee fails to cure the default event within the cure period provided under the Lease. Assignor shall have thirty (30) days after the expiration of such cure period to cure any monetary default event by Assignee under the Lease and sixty (60) days after the expiration of such cure period to cure any non-monetary default event by Assignee. All notices to Lessee shall be in writing and sent certified mail or overnight carrier to:

Sprint Law Department  
6391 Sprint Parkway  
Mailstop: KSOPHT0101-Z2020  
Overland Park, KS 66251-2020  
Attn: Sprint PCS Real Estate Attorney

Sprint PCS, Lease Management  
1 International Blvd., Suite 800  
Mahwah, NJ 07495-0026  
Phone: (201) 684-4097  
With a faxed copy to: (201) 684-4099

6. Recapture. Assignor shall have the right to recapture the Lease and resume the duties, obligations, liabilities, and benefits of the Lease, in the instance of a default event that the Assignee fails to cure.

7. Governing Law. This Consent is to be governed by, and construed and enforced in accordance with the laws of the state in which the Premises are located.

IN WITNESS WHEREOF, Lessor has executed this Consent for delivery as of the date first above written.

TOWN OF NEWBURGH

By: Wayne Booth  
Name: Wayne C. Booth  
Title: Supervisor

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *JWO*

DATE: March 25, 2019

RE: CHADWICK LAKE DAM ANIMAL CONTROL

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The attached proposal from Wildlife Busters for nuisance animal control at the Chadwick Lake Dam is forwarded for Town Board review and approval.

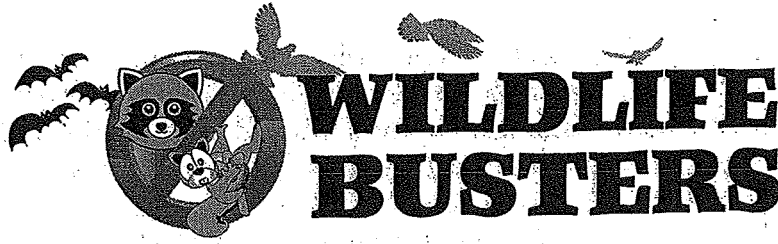
The proposal is structured as follows:

1 Week of Trapping	\$969
For each animal caught	\$ 50
Inspection of Dam for Recurrence of Animal Population	\$125

There is generally 3 to 4 weeks between the initial trapping and subsequent inspections. Traps are only reset if necessary.

As the above requires Town Board action, I am requesting that this be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id  
Attachment  
cc:



**Providing Professional Humane Solutions to  
Human Wildlife Conflicts**

Wildlife Busters® is a full service wildlife management company serving both commercial and residential property owners throughout Westchester, Rockland, Putnam, Dutchess, Orange and Ulster Counties in New York State. We handle all aspects of wildlife management and do so providing professional, humane and effective solutions to human wildlife conflicts. We have worked with many public facilities and property management companies including, but not limited to Spinnaker Property Management, River Management and Archway Properties. We have formed relationships and assist many local police departments in our service areas. Professional references are available upon request. Please visit our website at [www.WildlifeBusters.com](http://www.WildlifeBusters.com) to view our testimonial section.

Wildlife Busters® was contacted by Robert J Petrillo from the Town of Newburgh, Recreation Department to inspect for woodchuck nuisances at the Chadwick Lake Water Filtration Plant, more specifically, areas surrounding the dam.

**Common Nuisance Situations:**

Typically a Woodchuck will have 1 to 4 burrows throughout their territory and the multiple burrows attract additional wildlife. If a competitor smells a fellow competitor they will be lured to the potential for food, water and or shelter. Who will you most likely see? Raccoons, skunks, foxes, opossums and other woodchucks. In fact, in some instances, woodchucks will co-domicile with skunks and a few other animals.

In addition, by allowing the nuisance wildlife to establish their territory, you will most likely be inviting generations of offspring onto your property season after season.

**Health/Safety Concerns**

Woodchucks commonly carry Mange, which can be transmitted to humans.

**Description:** The term "mange" applies to several skin diseases in mammals that are caused by microscopic burrowing mites. It's a contagious infestation that affects many species, including

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Toll free at 1-855-945-1212**

wildlife and domestic animals. Two forms, "sarcoptic mange" (also known as "scabies") and "choriopic mange" can be transmitted to people.

**Causes:** New hosts pick up the parasites from direct contact with an infested animal or its nesting area, or when the mites leave an abandoned nest in search of a new host. So, for example, if squirrels are removed from an attic but no one's cleaned up after them, their mites might wander into the home looking for another source of food and shelter (a new host).

**Symptoms:** A rash that usually looks like pimples, but may look like blisters or an inflammation; it usually appears on the forearms, thighs, and abdomen. Reactions vary. Generally, the mites die off, because they don't do as well on people.

**Treatment:** Although doctors don't often attempt to kill the mites with drugs, they may offer patients medication to control the itchiness so the patient doesn't scratch constantly, which could invite other infections.

### Wildlife Management Services

Wildlife Busters® recommends the following:

- Set-up and break down traps for woodchucks on a daily basis.
- Check/remove trapped woodchucks on each visit and re-set over a period of approximately 5 business days.

#### **Investment**

Trap Set-Up & Rebait:	\$ 969.00 – (every 5 business days)
Woodchuck Removal:	\$50.00 per animal
Non -Target Animal Removal	\$50.00
Monthly Inspection:	\$125.00
Tax (.08125%):	\$
<b>Total Investment</b>	\$ to be determined based upon the number of woodchucks removed from the site. Invoices will be sent on a monthly basis.

\*Wildlifebusters will perform monthly site inspections following the initial trapping period. Initial follow up inspection anticipated to commence in March 2019. Monthly inspections to occur through and including October 2019. In the event, it is determined that additional trapping is required during a site inspection conducted within that time frame, then the site inspection fee is included in the \$969 Trap Set-Up and Re-bait.

All materials are included in the pricing.

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This Wildlife Management Control & Removal Contract Proposal is between Wildlife Busters® and the Town of Newburgh. This proposal represents the costs to be incurred by Town of Newburgh for services rendered.

All work to be completed in a professional workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Wildlife Busters® will operate nuisance wildlife control services under the approved guidelines and regulations for New York State's Department of Environmental Conservation. All work will be performed with the greatest of care to the owner's property as well as the humane treatment of the wildlife involved. We are fully licensed & insured in NY.

Authorized Signature: Ben Munger Date 2/22/19  
Ben Munger / Owner-Operator

**ACCEPTANCE OF PROPOSAL** – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. 100% of the trap set up and re-bait payment will be due upon the execution of this contract with the remaining balance to be due upon completion of the services described in this contract.

Signature \_\_\_\_\_ Date 2/22/19  
Robert J Petrillo

#### **Wildlife Busters® Policies**

1. Non-Target wildlife that is trapped and removed falls under the Wildlife Management Contract. If the service agreement is for one animal you will be charged a fee for additional animals trapped and removed.
2. The client will not be charged additional fees for re-setting or re-baiting traps.
3. There is no guarantee the target wildlife will be trapped. On occasion, circumstances beyond our control prevent trapping. Wildlife may be trap shy from previous trapping, relocate, or die during the trapping process. No refunds will be issued in any of these situations.
4. If within one year of our original service any wildlife reenters the structure through our original patch or repair (ground burrows not included), Wildlife Busters® will trap and remove the wildlife and patch or repair the entry hole for free.
5. The trapping service is complete at the sole discretion of our Wildlife Technician. Our Wildlife Technicians are trained professionals. Let them do their job.

#### **Client Responsibilities**

1. Please do not interfere in any way, shape or form with the trapping process. Please don't move, touch or re-bait traps under any circumstances. Your interference will only complicate and prolong the trapping process. Please leave the trapping to the professionals.

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2. It's the clients' responsibility to notify Wildlife Busters® ASAP when wildlife is in the trap. We want to avoid any cruel and unnecessary harm to wildlife. \_\_\_\_\_ (Customer's Initials)
3. It's the responsibility of residential clients to notify Wildlife Busters® when planning to be away from home overnight.
4. It is the responsibility of commercial clients to inform Wildlife Busters® of your hours of operation.
5. Stolen or damaged traps are the client's responsibility. The client will be charged replacement costs

#### **Disclaimer**

The process (es) used in eradicating, evicting and controlling animal(s) subjects involves equipment that may be hazardous to human beings and animals. Therefore, Wildlife Busters® disclaims any responsibilities for any injuries or damage that may occur to any person(s) or animal(s) as a result of said trap(s) and / or equipment being used. Further the trap(s) themselves and any animal caught in said trap(s) may be hazardous to any person(s) or animal(s) that get too close to said trap(s) or animal(s). Therefore, the owner understands and agrees that Wildlife Busters® will not be responsible for any injuries to any person(s) or animal(s) or for any damages resulting from person(s) and animal(s) getting too close to the said trap(s) whether said trap(s), are empty or there are any animal(s) trapped therein.

The target animal(s) may cause damage to the premises or cause injuries to person(s), animal(s), or property prior to being captured, when captured or being released on the owner's property. It is possible that trapped animal(s) may escape from said trap(s). Any animal(s) caught in said trap(s) may damage or contaminate the area around or under the said trap(s). It is also possible that the animal(s) may escape while being removed from the premises by Wildlife Busters®. Therefore, the owner understands and agrees that Wildlife Busters® will not be responsible for any injuries to person(s), animal(s), or any damage to property caused by the said animal(s) while on the owner's premises.

**18 Gibbons Lane, New Paltz, NY  
Toll free at 1-855-945-1212**

DRAFT

**INTRODUCTORY LOCAL LAW NO. \_\_ OF 2019**

**A LOCAL LAW ADDING CHAPTER  
ENTITLED  
“TREE PRESERVATION AND PROTECTION”  
TO THE CODE OF THE TOWN OF NEWBURGH**

**SECTION 1 - TITLE**

This Local Law shall be referred to as “A Local Law Adding Chapter \_\_ Entitled ‘Tree Preservation and Protection’ to the Code of the Town of Newburgh”.

**SECTION 2 – TREE PRESERVATION AND PROTECTION**

A new Chapter \_\_ entitled “Tree Preservation and Protection” is hereby added to the Town of Newburgh Municipal Code to read as follows:

**“Chapter \_\_**

**TREE PRESERVATION AND PROTECTION**

**§ \_\_-1 Findings and Purpose.**

A. The Town Board of the Town of Newburgh finds that trees are unique, intrinsically significant and valuable assets in and to the Town. Due to their size, species, historic association and ecology, they contribute significantly the health and general welfare of the citizens of a community. While allowing for reasonable improvement of land within the Town, it is the policy of the Town to enhance the tree population and to maintain and protect, to the greatest extent feasible, existing trees within the Town. The planting of additional trees and the preservation of existing trees in the Town provides the following benefits to the Town and its residents:

1. Trees enhance the unique physical, historical and aesthetic character of the Town.
2. Trees aid in controlling storm water run-off, stabilizing soil by preventing erosion, and sedimentation and replenishing ground water supplies.
3. Trees enhance air quality by removing carbon dioxide, generating oxygen and filtering air pollutants.



4. Trees reduce noise through buffering and screening.
  5. Trees reduce energy consumption by providing shade and a windbreak effect.
  6. Trees enhance the habitat and food source for birds and other wildlife, which in turn control insect populations and maintain the balance of natural ecosystems.
  7. Trees enhance property values and create a desirable residential and commercial environment.
- B. The Town Board recognizes that a certain amount of trees will be lost as an inevitable consequence of development within the Town. The Town Board has determined it to be in the best interest of the Town to protect and enhance the existing tree population to the greatest extent feasible and to replace trees which are lost due to development activities.
- C. The Town Board has determined that the adoption and implementation of a tree preservation ordinance will recognize and allow a property owner to develop his or her property in a reasonable manner while protecting the various benefits to the community which are provided through the protection and maintenance of trees within the Town, including, but not limited to the soil erosion and sedimentation, improved air quality, reduced noise pollution, energy conservation through natural insulation and shading, enhanced property values, and the preservation and maintenance of the unique physical, historical and aesthetic character of the Town.

## **§\_\_-2 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**AUTHORIZED OFFICIAL** - The Town Code Compliance Supervisor or other person designated by the Town Board to administer and maintain the provisions of this chapter

**BUILDING AREA** - The area of a property on which there is proposed the construction of physical improvements including, but not limited to, the building, deck, accessory buildings or structures, porch, patio, driveway, septic field and any utility corridor.

**CLEAR CUTTING OR WHOLESALE TREE CUTTING** - The removal of substantially all trees from a property or area of property, whether by cutting or other means.

**CRITICAL ROOT ZONE** - The circular area measured outward from the tree trunk one (1) foot of radius for each one (1) inch of diameter of the tree measured four and one-half (4 ½) feet above the existing grade at the base of the tree.

**DBH** – Diameter of a tree at 54 inches above the existing ground level at the base of the tree.

**DEVELOPMENT** - Any proposed material change in the use or character of land, including but not limited to grading or re-grading, excavation, land clearing, placement or construction of any

structure, the replacement or removal of any structure or any site improvements such as building additions, decks, fences and the like.

**DEVELOPMENT ACTIVITY** – The implementation of development.

**DISTURB** - Any act which causes or may reasonable be expected to cause a tree to die, including damage to the trees root system or trunk, compaction of ground within the root system of a tree, a change in the natural grade above the root system of a tree, and trenching within the critical root zone.

**DISTURBANCE ZONE** - Any area which would be physically altered from its natural state, including but not limited to all areas of grading, utility installation, building pads, driveways, parking areas or other structures.

**DRIP LINE** - An imaginary vertical line from the outermost branch tips of a tree down to the ground.

**NATURAL PRESERVE** - Publicly owned lands designated as park or open space or private properties approved by the Town which are set aside to preserve their natural characteristics and qualities and protected by easement or other permanent agreement acceptable to the Town.

**PROTECTED TREE** - Any tree having a size (circumference, height and spread) equal to or greater than fifty percent (50%) of the size identified on the New York Big Tree Champions List for such tree species.

**SIGNIFICANT TREE** - Any healthy tree measuring six (6) inches or larger in diameter at DBH above existing grade at the base of the tree for deciduous trees and measuring four (4) inches or larger in diameter at DBH above existing grade at the base of the tree for all other trees.

**TREE INCHES** - The diameter of a Significant Tree measured in inches.

**TREE PROFESSIONAL** - A person who is a licensed or certified Arborist, Horticulturalist, Certified Nursery Landscape Professional, Landscape Architect, Forester, or restoration ecologist and who has a minimum of two (2) years practice in the fields of arboriculture, horticulture or restoration ecology.

**§\_\_-3 Scope.**

- A. The Town strongly encourages the preservation of trees on all properties within the Town.
- B. The provisions of this chapter shall apply to the following properties:

1. Any property being developed which involves an application for site plan approval.
  2. Any property being developed which involves an application for subdivision approval;
  3. Any parcel or parcels of land of five (5) acres or more in size on which the owner or his agent removes or otherwise disturbs Significant Trees or Protected Trees in violation of the provisions of Section \_\_ or in excess of the removal and disturbance thresholds set forth in Section \_\_ hereof within twenty-four (24) months prior to the date on which such owner or other applicant files an application to the Planning Board to develop the parcel or parcels, whether or not the applicant has obtained a clearing and grading permit to perform such work.
    - a. The owner shall be required to comply with the reforestation and restitution provisions of this Chapter as if an application identified in Subsections \_\_ - 3B 1 or \_\_\_\_ -3B.2 above had been submitted to the Town at the time such action was taken.
- C. The provisions of this chapter shall not apply to trees located on a parcel on which a tree farm, nursery, or greenhouse is operated provided such exemption shall only apply to trees which are considered inventory for said operation and held out for sale in the regular course of business for said operation
- D. The provisions of this Chapter shall not apply to activities necessary to farm operations within Agricultural Districts to the extent the provisions unreasonably restrict farm operations.

**§\_\_-4 Tree removal/disturbance threshold.**

- A. No person shall, prior to the issuance of a clearing and grading permit, a stormwater management plan approval or site plan, special permit or subdivision approval, conduct clear cutting or wholesale tree cutting activities on any property within the Town, unless such activity is exempt under the provisions of the applicable Chapter. A violation of this provision shall constitute sufficient grounds for the Town to refuse to grant a clearing and grading permit, stormwater approval or other development permit or approval.
- B. No person causing or performing development activities in residential zoning districts (RR, AR, R-1, R-2 and R-3 under Chapter 185, Zoning) shall remove or disturb more than fifty percent (50%) of the total inches in diameter of Significant Trees. Any removal

or disturbance beyond this threshold shall require reforestation or restitution as hereinafter provided.

- C. No person causing or performing development activities non-residential zoning districts (B, IB and I under Chapter 185, Zoning) shall remove or disturb more than seventy-five percent (75%) of the total inches in diameter of Significant Trees. Any removal or disturbance beyond this threshold shall require reforestation or restitution as hereinafter provided.
- D. No person shall remove or disturb any Protected Tree unless (i) such tree is located within the Building Area. Every effort shall be made to locate the Building Area so as to avoid damage to or removal of such tree or trees. The owner and applicant shall have provided the Town with evidence to establish that it is not feasible to relocate the Building Area based upon the physical characteristics or condition of the lot or that such relocation creates undue hardship and financial expense.

**§\_\_-5 Tree Survey/Preservation Plan.**

- A. A tree survey and tree preservation plan shall be submitted with all clearing and grading permit, stormwater management, site plan and subdivision applications. The tree survey and tree preservation plan shall be prepared and signed by a registered surveyor or Tree Professional not more than two (2) years prior to submission of the complete application and shall provide the following information:
  - 1. Location, diameter and species of all Significant Trees on the site, and an identification of all Protected Trees.
  - 2. Identification of which Significant Trees are (i) to be protected, preserved or undisturbed, (ii) to be removed or disturbed, and (iii) exempt from the calculation.
  - 3. Identification of all trees which are dead, diseased or have been damaged.
  - 4. Areas proposed to be designated as Natural Preserves where all natural vegetation, including significant trees, will be protected and preserved.
  - 5. Proposed disturbance zones, as identified by cross-hatching or gray-colored shading on the plan.
  - 6. Location and dimensions of Building Areas and construction zone for each lot and proposed street layout and grading contours of the site.

7. Proposed locations and details of tree protection fencing to be installed for all trees to be preserved. No excavation or other activity shall occur within the Critical Root Zone or within the Drip Line, whichever is greater, of any tree that is to be preserved.
8. Calculation of removed or disturbed Significant Tree and Protected Tree inches on the site (excluding exempt tree inches) divided by the total Significant Tree and Protected Tree inches on the site (excluding exempt tree inches).
9. Trees which are preserved and protected in accordance with Subsections -4.4.B and C of this Chapter must equal no less than 40 inches per acre combined DBH. On lots with less than 40 inches per acre combined DBH, additional trees shall be planted on the lot equaling or exceeding 40 inches per acre combined DBH.

**§\_\_-6 Reforestation/Restitution Requirement.**

- A. If the amount of Significant Tree or Protected Tree inches to be removed or disturbed exceeds the specified thresholds in §\_\_-4 , the owner or applicant shall provide a reforestation plan, or a calculation of restitution, or a combination thereof.
- B. If a proposed development exceeds the allowable removal/disturbance threshold specified in Subsections \_\_-4B or \_\_\_\_-4C, as applicable, the owner or developer shall, at the owner's or developer's election, either:
  1. reforest appropriate areas within the site (or, upon approval of the Authorized Official, outside the site if appropriate locations within the site are not available) in accordance with the approved reforestation plan; or
  2. pay restitution in accordance with the provisions hereof; or
  3. provide a combination thereof.
  4. For each one (1.0) tree inch that is removed or disturbed beyond the threshold, owner or applicant shall replant one and one-quarter (1.25) inches of new trees or provide the Town with one hundred twenty five dollars (\$125.00) for tree restitution at other locations. Notwithstanding the foregoing, for each one (1) tree inch of a tree that is described in Subsection \_\_-4 \_\_, applicant shall replant two (2) inches of new trees of the same type and species or provide the Town with two

hundred fifty dollars (\$250.00) for tree restitution at other locations. Payment for restitution shall be made to the Town in cash prior to the signing of plans or the issuance of the permit, as the case may be.

- C. Any elective payment for tree restitution shall be placed in a designated Tree Restoration Fund of the Town established by the Town Board and shall be used for reforestation projects in the Town.

**§\_\_-7. Reforestation Plan.**

A. A reforestation plan shall be prepared and signed by a Certified Arborist or Certified Nursery Landscape Professional and shall comply with the following criteria:

1. The plan shall indicate the location and diameter or height of all trees to be planted.
  2. No more than ten percent (10%) of the trees to be planted may be from any one plant family, unless recommended by the Tree Professional or Forester. Trees shall be selected from the "Approved Native Tree List" attached hereto as Appendix \_\_-2 or the "Approved Non-Native Tree/Shrub List" attached hereto as Appendix \_\_-3. Trees which are proposed to be located adjacent to or under utility lines shall be selected from the "Approved Trees for Planting under Utility Lines List" attached hereto as Appendix \_\_-4. Trees which are proposed to be located in right-of-way areas or within twenty (20) feet of a right-of-way shall be selected from the "Approved Street Tree List" attached hereto as Appendix \_\_-5. The Authorized Official shall have the authority to permit the planting of trees or shrubs other than those set forth in Appendices \_\_-2 through \_\_-5.
  3. Planting shall be of similar vegetation as found on the site, with a preference for plantings designated as native to the site.
  4. The minimum planting size for deciduous trees shall be two and one half (2 ½) inches in diameter, and the minimum planting size for coniferous trees shall be eight (8) feet in height, except that up to fifteen (15) percent of the required tree inches may be of ornamental species of a lesser size, provided the required number of replacement inches is maintained.
- B. Installation of trees shall follow generally accepted professional standards.
  - C. Planting schedules shall be approved by the Authorized Official.

**§\_\_-8 Review of Tree Preservation Plans and Reforestation Plans.**

- A. The tree preservation plan and any related reforestation plan or calculation of restitution shall be reviewed and evaluated by the Authorized Official. The Authorized Official may make recommendations for adjustment of locations of structures, roadways, utilities, and for replanting and other elements that may be necessary to enhance tree preservation and reforestation efforts.
- B. A tree preservation plan and reforestation plan, including the designation of any Natural Preserves, shall be considered for approval or denial by the Planning Board as part of the review of applications subject to its jurisdiction.
- C. A tree preservation plan and reforestation plan may be amended after it has been approved. The Authorized Official shall have authority to approve amendments, except that a change resulting in removal of more than five percent (5%) of the Significant Tree inches that were shown as preserved on a Planning Board approved tree preservation plan shall require further review by the Planning Board if the plan was submitted in connection with an application to that Board. As part of any amendment to a tree preservation plan, the required reforestation and/or restitution shall be increased or reduced as appropriate. Requests for amendments shall be submitted prior to removal of any trees shown as preserved on an approved plan.
- D. The findings and provisions contained in § 104-2G of the Code are hereby extended to include the review of plans required under this Chapter and associated inspections. Accordingly, the reasonable and necessary expenses of services performed by competent professionals engaged by the Town in connection with the review of tree preservation plans and reforestation plans and related inspections and the review of proposed instruments protecting natural preserves shall be reimbursed by applicants in accordance with the procedures in § 104-2G . The initial deposits required to fund escrow accounts shall be established by the Town Board by resolution, and the Town Board may increase or decrease said amounts by resolution from time to time.

**§\_\_-9 Performance Guarantee.**

- A. Tree Guarantee. Replacement trees must be planted within twelve (12) months of the issuance of a permit or approval, as the case may be, unless such time is extended. The owner or applicant shall guarantee all trees planted pursuant to the Reforestation Plan for a period of one (1) year from the date of planting. If a tree planted pursuant to Reforestation Plan dies within one (1) year from the date of planting, the owner shall remove the tree and plant a replacement tree, which shall likewise be guaranteed for a period of one (1) year from the date of its planting.

- B. Following approval of the Tree Preservation Plan, but prior to signature of approved plans or issuance of a permit, as the case may be, the owner or applicant shall provide a performance security in the form of a bond or letter of credit acceptable to the Town as to form or cash to guarantee performance in accordance with the tree preservation plan and the reforestation plan, if applicable. The guarantee amount may be included as part of required security for public improvements, provided the period of such security to extends through the replacement period(s).
- C. The amount of the performance security shall be calculated as follows: Twenty-five (25) percent of the total Significant Tree and Protected Tree inches shown as preserved that are located within fifteen (15) feet of a disturbance zone multiplied by one hundred twenty five dollars (\$125.00) per inch, plus one hundred percent of the total tree inches required by the reforestation plan, if applicable, multiplied by one hundred twenty five dollars (\$125.00) per inch. The minimum performance security shall be one thousand dollars (\$1,000.00). The amount of the performance security shall be maintained at the calculated level until such time as (i) all trees on the site (preserved trees and new reforestation trees) have survived a winter season, which is defined as the period 31 October through 30 April for the purpose of this Section, and (ii) the Town has inspected the site and authorized a reduction or release.

**§\_\_-10. Tree Protection during development.**

- A. Tree protection fencing shall be installed prior to commencement of development activities and shall remain in place until after the certificate of occupancy is issued for the building on the site. Tree protection fencing shall be installed and maintained in accordance with the “Tree Protection Detail” attached hereto as Appendix \_\_-1. In addition to the tree protection fencing, a protective sedimentation fence shall be installed at the drip line of all Significant Trees or Protected Trees which are located down grade of any clearing, excavation and/or construction activity. The protective sedimentation fencing shall be installed and maintained in accordance with the “Protective Sedimentation Fence Detail” attached hereto as Appendix \_\_-1 and Appendix \_\_-2. No attachments, fences or wires other than those approved for bracing, guying or wrapping shall be attached to trees within the area for tree preservation. Approved bracing, guying and wrapping methods are depicted on the “Deciduous Tree Bracing, Buying & Wrapping Detail” attached hereto as Appendix \_\_-1 and the “Evergreen Tree Bracing, Buying Wrapping Detail” attached hereto as Appendix \_\_-2.
- B. No development activity shall occur within the area encompassed by the drip line or critical root zone, whichever is greater, of any tree that is to be preserved. No excess soil, additional fill, liquids, or construction debris shall be placed within the area



encompassed by the drip line or critical root zone, whichever is greater, of any tree that is to be preserved.

**§ \_\_\_-11. Inspections and final approval.**

- A. Prior to removal of any trees and prior to issuance of any permit or prior to commencement of any development activities if no permit is required, all sites shall be staked and fenced for tree preservation pursuant to the approved tree preservation plan. A copy of the approved tree preservation plan and reforestation plan, if any, shall be submitted to the Authorized Official prior to the issuance of a permit or commencement of work. Upon staking of the site and installation of the tree protection fencing, but prior to issuance of any permits or commencement of any development activities, the owner or applicant shall contact the Authorized Official to schedule an inspection of the staking and fence installation on the site. No permits shall be issued nor shall any operations commence, without first receiving authorization by the Authorized Official. In lieu of performing such inspection, the Authorized Official may accept a certification by a Tree Professional that the requirements have been met.
- B. Upon completion of the preliminary site grading operations, the owner or applicant shall contact Authorized Official on the approved tree preservation plan. In the event one or more Significant Trees or Protected Trees which were shown as protected on the tree preservation plan have not been protected, no additional permits shall be issued until either a reforestation plan or amended reforestation plan has been submitted and approved or restitution paid to the Town in accordance with the requirements of Section \_\_\_-6. In lieu of performing such inspection, the Authorized Official may accept a certification by a Tree Professional that the requirements have been met.
- C. Prior to issuance of a certificate of occupancy, the owner or applicant (or builder if different from the owner or developer) shall contact the Authorized Official to schedule a final tree preservation inspection to verify the preservation of trees and the planting of any reforestation trees, as shown on the approved tree preservation plan. This required inspection shall be made at least five (5) working days before the certificate of occupancy is requested. Prior to issuance of a certificate of occupancy, in the event one or more Significant Trees or Protected Trees which were shown as protected on the tree preservation plan have not been protected, restitution shall be paid to the Town in accordance with the requirements of Section \_\_\_- \_\_. In lieu of performing such inspection, the Authorized Official may accept a certification by a Tree Professional that the requirements have been met.
- D. In addition to the above scheduled inspections, the Authorized Official or his designated representative shall periodically visit development sites prior to

completion to monitor compliance with the tree preservation plan and reforestation plan approved for a project.

- E. Prior to issuance of a certificate of occupancy for a completed structure by the Code Compliance Department, the owner or applicant shall submit a statement certified by a Tree Professional, that the Property is in compliance with the approved Tree Preservation Plan and, if applicable, the Reforestation Plan. Notwithstanding the foregoing, in the event a delayed planting schedule has been approved as part of the Reforestation Plan due to weather conditions which would impair the health of the trees, the certificate of occupancy may be issued provided a performance security in the form of a bond or letter of credit acceptable to the Town as to form, or cash in an amount equal to one and one-half times the projected cost of the planting, including materials, labor and equipment, has been delivered to the Town. Any tree damaged during or as a result of construction shall be repaired to the satisfaction of the Authorized Official or his designee and in accordance with accepted ANSI A300 or International Society of Arboriculture practices. Observed tree damage must be repaired prior to issuance of a certificate of occupancy
- F. Within three years of the issuance of the Certificate of Occupancy, the Authorized Official or his designee shall perform a site inspection to verify the health of trees which were retained to meet the requirements of this Chapter and which may have suffered damage due to insufficient protective measures during development.
- G. Each required tree that is determined by the Authorized Official or his designee to be diseased or injured to the extent it is irreparably damaged shall be approved for removal. The burden of proof of the extent of the disease or injury shall rest with the owner or applicant, who must provide documentation from a Tree Professional.
- H. The owner of a property or properties subject to this Chapter shall be responsible for the maintenance of all required trees. No department or agent of the Town is in any way responsible for the maintenance of required trees on private property.

**§\_\_-12. Enforcement of Tree Preservation and Reforestation Plan.**

- A A stop work order may be issued in the following circumstances:
  - 1. Tree removal has been undertaken in violation of this Chapter; or
  - 2. The required protective fencing has been damaged, destroyed, removed or otherwise rendered ineffective for the purpose for which it was required;  
or

3. The person performing tree removal has failed to post the appropriate performance guarantee required by Section \_\_\_\_-\_\_; or
  4. The necessary precautions as specified in the tree preservation plan were not undertaken before development activity or tree removal commenced, and/or disturbance to Significant Trees or Protected Trees has occurred or is likely to occur during development activity.
- B. The Stop Work Order shall be in effect until such time as the owner or permittee complies with the appropriate regulations or, in the case of existing or likely disturbance to significant trees, takes corrective action acceptable to the Town to mitigate any damage to such significant trees. The fee for inspections required for issuance of an order to remove a Stop Work Order shall be in the amount of Seventy Five Dollars (\$75.00) per inspection. Notwithstanding the payment of the aforesaid fee, the removal of significant trees is a violation of the provisions of this Chapter.

### § \_\_-13 Appeals.

A. The Zoning Board of Appeals, as established by Chapter 185 of the Town of Newburgh Code, shall hear and decide appeals. The procedures set forth in Section 185-55 shall be followed.

B. The Zoning Board of Appeals shall hear and decide appeals when it is alleged that there is an error in any requirement, decision or determination made in the enforcement or administration of this chapter or when it is alleged that failure to grant a variance will result in exceptional hardship to the applicant or results inconsistent with the purposes of this chapter. Appeals shall be filed with the Zoning Board of Appeals within 30 days of the date of the requirement, decision or determination.

C. Those aggrieved by the decision of the Zoning Board of Appeals may appeal such decision to the Supreme Court pursuant to Article 78 of the Civil Practice Law and Rules.

D. In passing upon such applications, the Zoning Board of Appeals shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter and whether unnecessary hardships or results inconsistent with the general purpose of this chapter or certain provisions thereof will result from the enforcement of those standards.

E. Upon consideration of the factors of Subsection D above and the purposes of this chapter, the Zoning Board of Appeals may attach such conditions to the granting of appeals as it deems necessary to further the purpose of this chapter.

F. The authorized official shall maintain the records of all appeal actions, including technical information.

G. Variances shall only be issued upon a determination that the variance is the minimum necessary to afford relief.

H. Variances shall only be issued upon receiving written justification of:

(1) A showing of good and sufficient cause;

(2) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(3) A determination that the granting of a variance will not result in unnecessary destruction of vegetation, additional threats to property, the environment or public safety, or extraordinary public expense or create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

#### **§\_\_-14 Penalties for offenses.**

Any person who shall violate any provision of this chapter shall be guilty of a violation as defined in Article 10 of the New York State Penal Law, and shall, upon conviction, be subject to a fine of not more than \$250 or to imprisonment for not more than 15 days, or both such fine and imprisonment, for the first offense. Any subsequent offense within a period of three (3) years shall be punishable by a fine of not more than \$500 or imprisonment for a period of not more than 30 days, or both. Each week's violation shall constitute a separate and distinct offense.

#### **§\_\_-15 Civil Proceedings.**

A. Compliance with this Chapter may be compelled and violations restrained by order or by injunction of a court of competent jurisdiction.

B. Any person who violates any provision of this Chapter shall also be subject to a civil penalty of not less than \$250 dollars for the first violation and not more than \$500 for each subsequent violation, to be recovered by the town in a civil action. Each week's continued violation shall be for this purpose a separate and distinct violation for which civil penalties may be imposed. In the event the penalty sought is within the monetary jurisdiction of the Town Justice Court, as established in Article 18 of the Uniform Justice Court Act, such action to recover such penalty may, as determined by the attorney representing the town, be commenced as a small claim pursuant to the provisions of

Article 18 of the Uniform Justice Court Act. In the event the town takes legal action to enforce this Chapter, the violator may be responsible for any and all necessary costs relative thereto, including attorneys' fees.”

### **SECTION 3 - SEVERABILITY**

If any word, phrase, sentence, part, section, subsection, or other portion of this Law or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this Law, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

### **SECTION 4 - CONFLICT WITH OTHER LAWS**

Where this Law differs or conflicts with other Laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State or Federal government, the more restrictive or protective of the Town and the public shall apply.

### **SECTION 5 - EFFECTIVE DATE.**

This Law shall become effective upon filing with the New York State Secretary of State.

### **SECTION 6 - AUTHORITY.**

This Local Law is enacted pursuant to the Municipal Home Rule Law. This Local Law shall supersede the provisions of Town Law to the extent it is inconsistent with the same, and to the extent permitted by the New York State Constitution, the Municipal Home Rule Law, or any other applicable statute.

12A



# 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, and Town Board Members  
**FROM:** Mark Hall, Highway Superintendent *MH*  
**DATE:** March 20, 2019  
**RE:** Heavy Equipment Rentals

Please award the bid for the Heavy Equipment Rentals to all of the vendors. Thanking you in advance.

A. Montano  
Fred Cook, Jr  
Hoffman Equipment  
H.O. Penn  
Jesco Inc.  
Westchester Tractor

No bids were awarded to the following Lots:  
3.01 & 4.11

MH/ch







BID OPENING      March 18, 2019      10:30 AM  
 HEAVY EQUIPMENT RENTALS      LOT 1.03      EXCAVATOR 145 HP

BIDDERS	DELIVERED DAILY RATE	DELIVERED WEEKLY RATE	DELIVERED MONTHLY RATE	PICKED UP DAILY RATE	PICKED UP WEEKLY RATE	PICKED UP MONTHLY RATE
A. MONTANO	\$1,225.00	\$2,615.00	\$6,325.00	\$500.00	\$1,900.00	\$5,600.00
HOFFMAN				\$538.00	\$1,615.00	\$6,630.00
H.O. PENN		\$3,265.00	\$7,460.00		\$2,665.00	\$6,660.00
JESCO	\$1,275.00	\$3,100.00	\$6,600.00	\$775.00	\$2,400.00	\$6,100.00
WESTCHESTER TRACTOR				\$615.00	\$1,835.00	\$5,500.00

BID OPENING      March 18, 2019      10:30 AM  
 HEAVY EQUIPMENT RENTALS      LOT 1.04      EXCAVATOR 170 HP

BIDDERS	DELIVERED DAILY RATE	DELIVERED WEEKLY RATE	DELIVERED MONTHLY RATE	PICKED UP DAILY RATE	PICKED UP WEEKLY RATE	PICKED UP MONTHLY RATE
A. MONTANO	\$1,325.00	\$3,025.00	\$7,225.00	\$600.00	\$2,300.00	\$6,500.00
HOFFMAN				\$1,048.00	\$3,145.00	\$9,350.00
H.O. PENN		\$3,990.00	\$8,470.00		\$2,990.00	\$7,470.00
JESCO	\$1,500.00	\$3,500.00	\$8,100.00	\$1,000.00	\$3,000.00	\$7,600.00



BID OPENING March 18, 2019

10:30 AM

HEAVY EQUIPMENT RENTALS LOT 1.06

EXCAVATOR 92 WITH HAMMER

BIDDERS	DELIVERED DAILY RATE	DELIVERED WEEKLY RATE	DELIVERED MONTHLY RATE	PICKED UP DAILY RATE	PICKED UP WEEKLY RATE	PICKED UP MONTHLY RATE
A. MONTANO	\$1,450.00	\$4,000.00	\$10,100.00	\$850.00	\$3,400.00	\$9,500.00
HOFFMAN				\$1,048.00	\$3,145.00	\$9,265.00
H.O. PENN		\$5,590.00	\$12,475.00		\$4,590.00	\$11,475.00
JESCO	\$1,550.00	\$4,700.00	\$11,200.00	\$1,050.00	\$4,200.00	\$10,700.00
WESTCHESTER TRACTOR				\$1,035.00	\$3,105.00	\$9,100.00



BID OPENING

March 18, 2019

10:30 AM

HEAVY EQUIPMENT RENTALS

LOT 1.08

EXCAVATOR 246  
WITH HAMMER

BIDDERS	DELIVERED DAILY RATE	DELIVERED WEEKLY RATE	DELIVERED MONTHLY RATE	PICKED UP DAILY RATE	PICKED UP WEEKLY RATE	PICKED UP MONTHLY RATE
A. MONTANO	\$2,650.00	\$8,050.00	\$18,750.00	\$1,800.00	\$7,200.00	\$17,900.00
HOFFMAN				\$2,185.00	\$6,545.00	\$19,550.00
H.O. PENN		\$7,660.00	\$17,650.00		\$6,660.00	\$16,650.00
JESCO	\$2,325.00	\$7,050.00	\$15,750.00	\$1,575.00	\$6,300.00	\$15,000.00
WESTCHESTER TRACTOR				\$2,250.00	\$6,750.00	\$20,000.00



















BID OPENING

March 18, 2019

10:30 AM

HEAVY EQUIPMENT RENTALS

LOT 1.17

MINI EXCAVATOR  
7000 LBS W/BLADE

BIDDERS	DELIVERED DAILY RATE	DELIVERED WEEKLY RATE	DELIVERED MONTHLY RATE	PICKED UP DAILY RATE	PICKED UP WEEKLY RATE	PICKED UP MONTHLY RATE
HOFFMAN				\$285.00	\$850.00	\$2,465.00
H.O. PENN		\$1,490.00	\$3,270.00		\$1,190.00	\$2,970.00
JESCO	\$575.00	\$1,225.00	\$2,650.00	\$325.00	\$975.00	\$2,400.00
WESTCHESTER TRACTOR				\$200.00	\$600.00	\$1,800.00

















































12B



# 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, and Town Board Members**  
**FROM: Mark Hall, Highway Superintendent**  
**DATE: March 20, 2019**  
**RE: Bids Summer Material**

Please award the bids for summer materials to the following vendors, also indicated on the bid sheets that are attached. Thanking you in advance.

Item 1 – Cold Patch (1A)	Tetz Asphalt Bruce Donohue Trucking	\$125.00 ton at plant loaded \$116.15 ton delivered
Item 2A – ¼” NYS # 1A	Callahan & Nannini JKN Trucking	\$18.75 ton at plant loaded \$22.75 ton delivered
2B – 3/8” NYS #1 <sup>ST</sup>	Callahan & Nannini Deckelman	\$17.00 ton at plant loaded \$19.79 ton delivered
2C – Screenings	Eastern Concrete Materials JKN Trucking	\$9.00 ton at plant loaded \$13.95 ton delivered
Item 3 – Item 4	Eastern Concrete Materials Callahan & Nannini	\$10.00 ton at plant loaded \$14.45 ton delivered
Item 4 – Guide Rail & Post	Chemung Supply	per attached sheets
Item 5 – Chip Spreader with operator	Peckham Road Corp Peckham Road Corp	\$320.00 per hour
Item 6 – Rubber Tire Roller with operator	Peckham Road Corp	\$200.00 per hour
Item 6A–Rubber Tire Roller without operator	Hoffman Equipment	\$367.00 per 8 hr. day
Item 7 – Aluminum Structural Plate Box Culvert	Chemung Supply	per attached sheets

MH/ch



BID OPENING

March 18, 2019

10:00 AM

ITEM # 2

CRUSHED STONE

2A - 1/4" NYS # 1A

2B - 3/8" NYS # 1ST

2C - SCREENINGS

	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON
BIDDERS						
CALLAHAN & NANNINI	\$18.75	\$22.90	\$17.00	\$21.15	\$17.50	\$21.65
DECKELMAN	N/B	\$22.79	N/B	\$19.79	N/B	N/B
BRUCE DONOHUE TRUCKING	N/B	\$25.65	N/B	N/B	N/B	\$19.25
EASTERN CONCRETE MATERIALS	\$21.00	\$32.00	\$23.00	\$34.00	\$9.00	\$20.00
E. TETZ & SONS	\$23.00	\$31.50	\$18.75	\$27.25	\$16.00	\$24.50
JKN TRUCKING	N/B	\$22.75	N/B	\$22.75	N/B	\$13.95
TILCON	\$19.25	\$23.70	\$19.25	\$23.70	\$10.75	\$15.20
THALLE INDUSTRIES	\$19.00	\$25.00	\$19.00	\$25.00	\$13.50	\$19.50

BID OPENING

March 18, 2019

10:00 AM

ITEM # 3

SUB-BASED QUARRY ITEM 4

BIDDERS	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON					
CALLAHAN & NANNINI	\$11.25	\$14.45					
DECKELMAN	N/B	\$16.25					
BRUCE DONOHUE TRUCKING	N/B	\$15.60					
EASTERN CONCRETE MATERIALS	\$10.00	\$21.00					
E. TETZ & SONS	\$12.00	\$19.00					
ROCK-N-MULCH TREE FARM	\$13.00	\$15.00					
TILCON	\$11.00	\$15.70					
THALLE INDUSTRIES	\$13.50	\$19.50					





## GUIDE RAIL AND POST INSTALLATION

CORRUGATED BOX BEAM AND GUIDE RAIL MATERIALS MEETING  
GALVINIZED SPECIFICATIONS

Removal & replacement of guide rail	per hr <u>285.00</u>
Complete layout and installation of guide rail and posts per New York State Specifications	W Beam 12'6" spacing <u>8.50</u> L.F.
Complete layout and installation of guide rail and posts per New York State Specifications	W Beam 6'3" spacing <u>9.00</u> L.F.
Complete layout and installation of guide rail and posts per New York State Specifications	Box Beam 6'3" spacing <u>13.00</u> L.F.
Corrugated beam type guide rail – punched 6'3"	Per lineal ft <u>7.50</u>
Corrugated beam type guide rail – punched 6'3" Curved to special radius:	
Curved to 50' radius and up	Each <u>110.00</u>
Curved 40' to 50' radius	Each <u>110.00</u>
Curved 30' to 39' radius	Each <u>110.00</u>
Curved 20' to 29' radius	Each <u>110.00</u>
Corrugated beam type guide rail – length 13'6 1/2" (shop curved rail) (approach and terminal)(rotation 90 degrees)	Each <u>138.00</u>
3" x 2-3/8" 1 intermediate guide rail posts – length 5'3"	Each <u>49.50</u>
Flared type terminal sections 12 gauge	Each <u>30.00</u>
Wrap around type terminal sections 12 gauge	Each <u>38.00</u>
Concrete anchor unit with all necessary hardware	Each <u>444.00</u>
Galvanized splice bolts 1 1/4" x 5/8"	Each <u>1.00</u>
Galvanized post bolts 5/16" x 1 3/4" with washer & nuts	Each <u>1.00</u>
Galvanized post bolts 2" x 5/8"	Each <u>1.00</u>
Galvanized support bolts 1/2" x 1 1/2", 2 nuts no washers	Each <u>1.00</u>
6" x 6" x 24' box beam type guide rail including self angle, splice plates, nuts & bolts	Per lineal ft <u>42.50</u>
6" x 6" box beam type guide rail curved to special radius	Per lineal ft <u>47.25</u>
6" x 6" box beam type guide rail shop cuts & mitered curved rail	Per lineal ft <u>50.80</u>
6" x 6" box beam guide rail end sections	Each <u>495.00</u>
3" I beam guide rail posts 5'3" long intermediate type post for box beam rail	Each <u>49.50</u>
3" I beam guide rail posts 3'8" long & type post for box beam rail	Each <u>49.50</u>

## CORRUGATED BOX BEAM & GUIDERAIL MATERIALS MEETING MAYARI SPECIFICATIONS

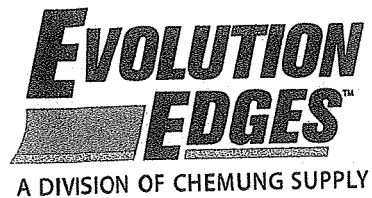
Removal and replacement of guide rail	per hr <u>410.00</u>
Mayari corrugated beam type guide rail – punched 6'3"	Per lineal ft <u>12.50</u>
Mayari corrugated beam type guide rail – punched 6'3" curved to special radius:	
Curved to 50' radius and up	Each <u>160.00</u>
Curved 40' to 50' radius	Each <u>160.00</u>
Curved 30' to 39' radius	Each <u>160.00</u>
Curved 20' to 29' radius	Each <u>160.00</u>
Mayari corrugated beam type guide rail – length 13' 6 1/2" (shop curved rail) (approach & terminal) (rotation 90 degrees)	Each <u>195.00</u>
3" x 2-3/8" Mayari I intermediate guide rail posts – length 5'3"	Each <u>74.00</u>
Mayari flared type terminal sections 12 gauge	Each <u>57.00</u>
Mayari wrap around type terminal sections 12 gauge	Each <u>72.00</u>
6" x 6" x 24' Mayari box beam type guide rail including self angle, splice plates, nuts & bolts	Per lineal ft <u>NO BID</u>
6" x 6" Mayari box beam type guide rail curved to special radius	Per lineal ft _____
6" x 6" Mayari box beam type guide rail shop cuts & mitered curved rail	Per lineal ft _____
6" x 6" Mayari box beam guide rail end sections	Each _____
3" Mayari I beam guide rail posts 5'3" long intermediate type posts for box beam guide rail. The bottom portion of the I beam post that is placed into the ground will be hot dipped galvanized.	Each _____
3" Mayari I beam guide rail posts 3'8" long end type posts for box beam guide rail	Each _____







2019 CHEMUNG



March 14, 2019

Town of Newburgh

We are pleased to quote you on the following aluminum box culverts:

CULVERT #&SIZE	PRICE PER FOOT	HEADWALL PRICE PER EACH	CORNER WALL PRICE PER EACH
#1 8'9" X 2'6"	\$ 492.00	\$ 1527.00	\$ 846.00
#2 9'2" X 3'3"	527.00	1648.00	912.00
#3 9'7" X 4'1"	547.00	1771.00	980.00
#4 10'0" X 4'10"	572.00	1895.00	1047.00
#5 10'6" X 5'7"	591.00	2017.00	1115.00
#6 10'11" X 6'4"	680.00	2141.00	1181.00
#7 11'4" X 7'2"	699.00	2263.00	1248.00
#8 10'2" X 2'8"	584.00	1731.00	912.00
#9 10'7" X 3'5"	627.00	1860.00	980.00
#10 10'11" X 4'3"	676.00	1988.00	1047.00
#11 11'4" X 5'0"	695.00	2171.00	1093.00
#12 11'8" X 5'9"	707.00	2290.00	1157.00
#13 12'1" X 6'7"	734.00	2432.00	1228.00
#14 12'5" X 7'4"	793.00	2562.00	1296.00
#15 11'7" X 2'10"	696.00	1794.00	912.00
#16 11'11" X 3'7"	716.00	1920.00	980.00
#17 12'3" X 4'5"	768.00	2042.00	1047.00
#18 12'7" X 5'2"	779.00	2166.00	1115.00
#19 12'11" X 6'0"	812.00	2288.00	1181.00
#20 13'3" X 6'9"	824.00	2412.00	1248.00
#21 13'0" X 3'0"	854.00	1860.00	912.00
#22 13'4" X 3'10"	829.00	1982.00	980.00
#23 13'7" X 4'7"	944.00	2104.00	1047.00
#24 13'10" X 5'5"	964.00	2228.00	1115.00
#25 14'1" X 6'2"	999.00	2352.00	1181.00

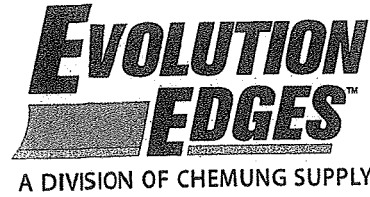
UNED

1 800 733 5508

www.chemungsupply.com

2420 Corning Road, Elmira, NY 14903

2019 CHEMUNG



#26 14'5" X 3'3"	993.00	1982.00	912.00
#27 14'8" X 4'1"	1044.00	2111.00	980.00
#28 14'10" X 4'10"	1053.00	2242.00	1047.00
#29 15'1" X 5'8"	1108.00	2373.00	1115.00
#30 15'4" X 6'5"	1220.00	2503.00	1181.00
#31 15'6" X 7'3"	1284.00	2630.00	1248.00
#32 15'9" X 8'0"	1304.00	2760.00	1316.00
#33 15'10" X 3'6"	1139.00	2138.00	980.00
#34 16'0" X 4'3"	1164.00	2260.00	1047.00
#35 16'2" X 5'1"	1224.00	2380.00	1115.00
#36 16'4" X 5'11"	1259.00	2507.00	1181.00
#37 16'6" X 6'8"	1320.00	2604.00	1248.00
#38 16'8" X 7'6"	1380.00	2753.00	1316.00
#39 16'10" X 8'3"	1404.00	2877.00	1641.00
#40 17'9" X 3'10"	1263.00	2316.00	980.00
#41 18'2" X 4'7"	1339.00	2444.00	1047.00
#42 18'7" X 5'4"	1368.00	2574.00	1115.00
#43 19'0" X 6'1"	1444.00	2694.00	1181.00
#44 19'5" X 6'11"	1478.00	2834.00	1248.00
#45 19'10" X 7'8"	1504.00	2960.00	1294.00
#46 20'3" X 8'5"	1524.00	2994.00	1641.00
#47 19'1" X 4'2"	1422.00	2561.00	1047.00
#48 19'5" X 4'11"	1492.00	2680.00	1115.00
#49 19'9" X 5'8"	1502.00	2830.00	1181.00
#50 20'1" X 6'6"	1620.00	2970.00	1248.00
#51 20'6" X 7'3"	1644.00	3115.00	1316.00
#52 20'10" X 8'1"	1710.00	3123.00	1574.00
#53 21'2" X 8'10"	1840.00	3260.00	1641.00

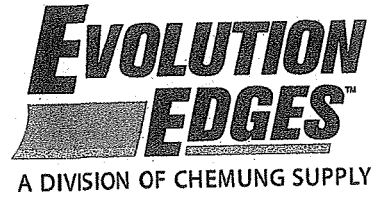
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1 800 733 5508

www.chemungsupply.com

2420 Corning Road, Elmira, NY 14903





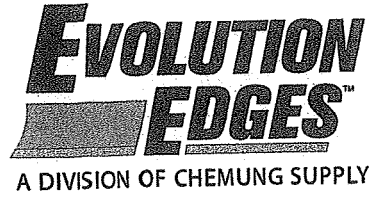
#54 20'4" X 4'6"	1498.00	2558.00	1047.00
#55 20'7" X 5'3"	1576.00	2680.00	1115.00
#56 20'11" X 6'1"	1594.00	2784.00	1181.00
#57 21'3" X 6'10"	1622.00	2920.00	1248.00
#58 21'6" X 7'8"	1687.00	3057.00	1316.00
#59 21'10" X 8'5"	1682.00	3182.00	1574.00
#60 22'1" X 9'3"	1712.00	3294.00	1641.00
#61 21'7" X 4'11"	1668.00	2744.00	1050.00
#62 21'10" X 5'8"	1653.00	2853.00	1111.00
#63 22'1" X 6'6"	1690.00	2989.00	1179.00
#64 22'3" X 7'3"	1710.00	3111.00	1244.00
#65 22'6" X 8'1"	1738.00	3222.00	1304.00
#66 22'9" X 8'10"	1784.00	3357.00	1612.00
#67 23'0" X 9'8"	1808.00	3480.00	1615.00
#68 22'9" X 5'4"	1758.00	2740.00	1024.00
#69 23'0" X 6'1"	1794.00	2862.00	1086.00
#70 23'2" X 6'11"	1820.00	2988.00	1148.00
#71 23'4" X 7'5"	1860.00	3115.00	1210.00
#72 23'6" X 8'6"	1892.00	3241.00	1509.00
#73 23'8" X 9'3"	1909.00	3360.00	1572.00
#74 23'10" X 10'1"	1940.00	3480.00	1560.00
#75 24'0" X 5'9"	1890.00	2740.00	981.00
#76 24'1" X 6'6"	1928.00	2864.00	1084.00
#77 24'3" X 7'4"	1960.00	2960.00	1099.00
#78 24'4" X 8'2"	1927.00	3081.00	1158.00
#79 24'5" X 8'11"	1940.00	3195.00	1444.00
#80 24'7" X 9'9"	1962.00	3309.00	1503.00
#81 24'8" X 10'6"	1999.00	3424.00	1562.00

CONTINUED

☎ 1 800 733 5508

🌐 www.chemungsupply.com

📍 2420 Corning Road, Elmira, NY 14903



#82 25'2" X 6'2"	1840.00	2874.00	1039.00
#83 25'2" X 7'0"	1885.00	2983.00	1098.00
#84 25'3" X 7'9"	1910.00	3104.00	1158.00
#85 25'4" X 8'7"	1940.00	3218.00	1444.00
#86 25'4" X 9'5"	1980.00	3333.00	1503.00
#87 25'5" X 10'2"	2020.00	3446.00	1562.00

Thank you for the opportunity of bidding.

Very truly yours,

Chemung Supply Corp.

Carl H Perine

1-800-733-5508

www.chemungsupply.com

2420 Corning Road, Elmira, NY 14903

12C



# 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, and Town Board Members**  
**FROM: Mark Hall, Highway Superintendent** *[Signature]*  
**DATE: March 20, 2019**  
**RE: Cold Milling Machine**

Please award the bid for the Cold Milling Machine to the following vendor. Thanking you in advance.

Milling Machine with minimum milling width of 4':  
Consorti Bros. Paving & Seal Coating  
208 South Plank Road  
Newburgh, NY 12550

\$3,000.00 per 8 hr day  
\$300.00 mobilization  
\$300.00 per move

Milling Machine with minimum milling width of 6'3":  
Donegal Construction Corp.  
P.O. Box 450  
New Stanton, PA 15672

\$5,200.00 per 8 hr. day  
\$500.00 mobilization  
\$100.00 per move

MH/ch

BID OPENING

March 18, 2019

10:15 AM

COLD MILLING MACHINE

	(A) PER ATTACHED SPEC SHEETS MIN 6 FT 3 IN	(B) PER ATTACHED SPEC SHEETS MIN 4 FT	(C) MOBILIZATION	(D) MOVE		
A & J CONSTRUCTION	\$6,500.00	\$4,000.00	\$1,200.00	\$1,200.00		
CONSORTI BROS		\$3,000.00	\$300.00	\$300.00		
DONEGAL CONSTRUCTION	\$5,200.00	\$3,800.00	\$500.00	\$100.00		
GARRITY ASPHALT RECLAIMING	\$5,300.00	\$3,200.00	\$1,000.00	\$500.00		
PECKHAM ROAD CORP	\$5,275.00	\$5,275.00	\$1,070.00	\$500.00		
VILLAGER CONSTRUCTION	\$4,500.00	\$3,500.00	\$1,500.00	\$500.00		

12D



# 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:** March 20, 2019  
**RE:** Bid for Truck Body & Plow

I would like to be put on the agenda, to accept the bid for (2) Two Truck Body & Plow from Amthor Welding for the cost of \$96,973.00 each. Total cost is \$193,946.00

The funds are available and will be taken from 5130.200 Machinery Equipment/Other Capital.

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

MH/ch






# HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD  
NEWBURGH, NEW YORK 12550

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

12E

MARK HALL  
HIGHWAY SUPERINTENDENT

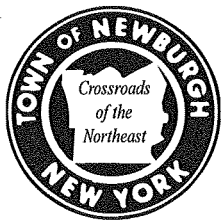
**TO:** Gil Piaquadio, Supervisor & Town Board Members  
**FROM:** Mark Hall, Highway Superintendent   
**DATE:** March 20, 2019  
**RE:** Seasonal Employees

I am requesting permission to be able to hire 5 Seasonal Laborers for the Highway Department.

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

MH:ch  
cc: Charlene Black, Personnel Department

12F



# 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:** March 20, 2019  
**RE:** MEO 1A Employee

I am requesting permission to be able to hire 1 Full time MEO 1A for the Highway Department, to replace the MEO 1A, Will Stohner who has left in December of 2018.

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

**MH:ch**  
**cc:** Charlene Black, Personnel Department



**Fleet Maintenance**  
 Town of Newburgh  
 88 Gardnertown Rd.  
 Newburgh, NY 12550  
 845-561-2288 / Fax 845-561-3975

TO: Gil Piaquadio, Supervisor and Town Board Members

FROM: Mark Hall, Highway Superintendent/*Fleet* 

DATE: March 11, 2019

RE: Surplus Vehicles

Request that the following vehicles be declared surplus for the purpose of disposal via auction.

	Year	Make	Model	VIN #
1	2010	Ford	Crown Vic	2FABP7BV7AX134339
2	1999	International	257 Dump	1HTGEAER1XH212028
3	1988	Mack	RD6 Dump	1M2P137C6JA017177
4	2006	Ford	F350 Pickup	1FDWF31P86ED70139
5	2006	Dodge	Dakota Pickup	1D7HW22K06S600290



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

P: 845.562.9100  
F: 845.562.9126

655 Little Britain Road  
New Windsor, NY 12553

P.O. Box 2280  
Newburgh, NY 12550

**ATTORNEYS**

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

*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

**MEMORANDUM**

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

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

**RE:** RESOLUTION OF TOWN BOARD; RE: SEQRA FOR  
ACQUISITION AND LEASE TRANSACTION FOR THE  
ANCHORAGE SITE (MID-HUDSON MARINA  
OUR FILE NO. 800.1(B)( ) (2019); 800.\_\_\_\_

**DATE:** MARCH 22, 2017

Attached for the Town Board's consideration is the following draft resolution:

Resolution of the Town Board of the Town of Newburgh Determining that Proposed Acquisition of Real Property for Future Groundwater Source for the Consolidated Water District of the Town of Newburgh and Future Park Use by Bargain Sale of Section 121 Block 2 Lots 1 and 2 is an Unlisted Action and Providing for Review Under SEQRA

cc: Town Clerk Andrew J. Zarutskie (via e-mail)  
James Osborne, Town Engineer (via e-mail)  
Ronald Clum, Town Accountant (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 March, 2018 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF NEWBURGH DETERMINING THAT PROPOSED ACQUISITION OF REAL PROPERTY FOR FUTURE GROUNDWATER SOURCE FOR THE CONSOLIDATED WATER DISTRICT OF THE TOWN OF NEWBURGH AND FUTURE PARK USE BY BARGAIN SALE OF SECTION 121 BLOCK 2 LOTS 1 AND 2 AND ACCEPTANCE OF \_\_\_ DONATION IS AN UNLISTED ACTION AND PROVIDING FOR REVIEW UNDER SEQR

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

**WHEREAS**, the Town Board of the Town of Newburgh proposes to undertake, fund and approve the fee purchase by "bargain sale" of real property listed on the Town of Newburgh tax map as SBL 121-2-1 and SBL 121-2-2 partly for and on behalf of the Consolidated Water District pursuant to Town Law Section 202-b as a future groundwater source and partly for a future park, 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 7.2 acres 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 purchase will be subject to a reservation of groundwater rights by the current owner for a term of years during which the rights will be leased to the Town (hereinafter the acquisition and lease are referred to as the "Action"); and

**WHEREAS**, the Town Board of the Town of Newburgh has caused an Environmental Assessment Form (the "EAF") to be prepared for the proposed Action; and

**WHEREAS**, the Town Board proposes to and has authority to undertake, fund and approve the Action.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQRA"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, has heretofore determined that the Action is subject to SEQRA and is an Unlisted Action under SEQRA, Part 617 and/or Chapter 100;

BE IT FURTHER RESOLVED, that the Town Board hereby determines to conduct an uncoordinated review for the Action under SEQR and Part 617.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

14B (add'l material)

## Short Environmental Assessment Form

### Part 1 - Project Information

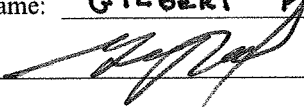
**Instructions for Completing**

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

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

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: ACQUISITION OF TM # 121-1-1 AND 121-2-2			
Project Location (describe, and attach a location map): OFF OAK STREET, EAST OF ANCHORAGE SUBDIVISION AND ADJACANT TO THE HUDSON RIVER			
Brief Description of Proposed Action: THE TOWN OF NEWBURGH PROPOSES TO ACQUIRE AND TWO PARCELS (TM # 121-2-1 AND 121-2-2) FOR POTENTIAL FUTURE WATER SUPPLY AND RIVER ACCESS/PARKLAND PURPOSES.			
Name of Applicant or Sponsor: TOWN OF NEWBURGH		Telephone: 845-564-4552 E-Mail: supervisor@townofnewburgh.org	
Address: 1496 ROUTE 300			
City/PO: NEWBURGH		State: NEW YORK	Zip Code: 12550
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		20.0 acres	
b. Total acreage to be physically disturbed?		0.0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		20.0 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): HUDSON RIVER			
<input type="checkbox"/> Parkland			

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Atlantic Sturgeon, Shortnos...	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,  a. Will storm water discharges flow to adjacent properties?  b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>GILBERT PIAGUADIO</u> Date: <u>3-21-2019</u> Signature: <u></u> Title: <u>SUPERVISOR</u>		

Project:

Date:

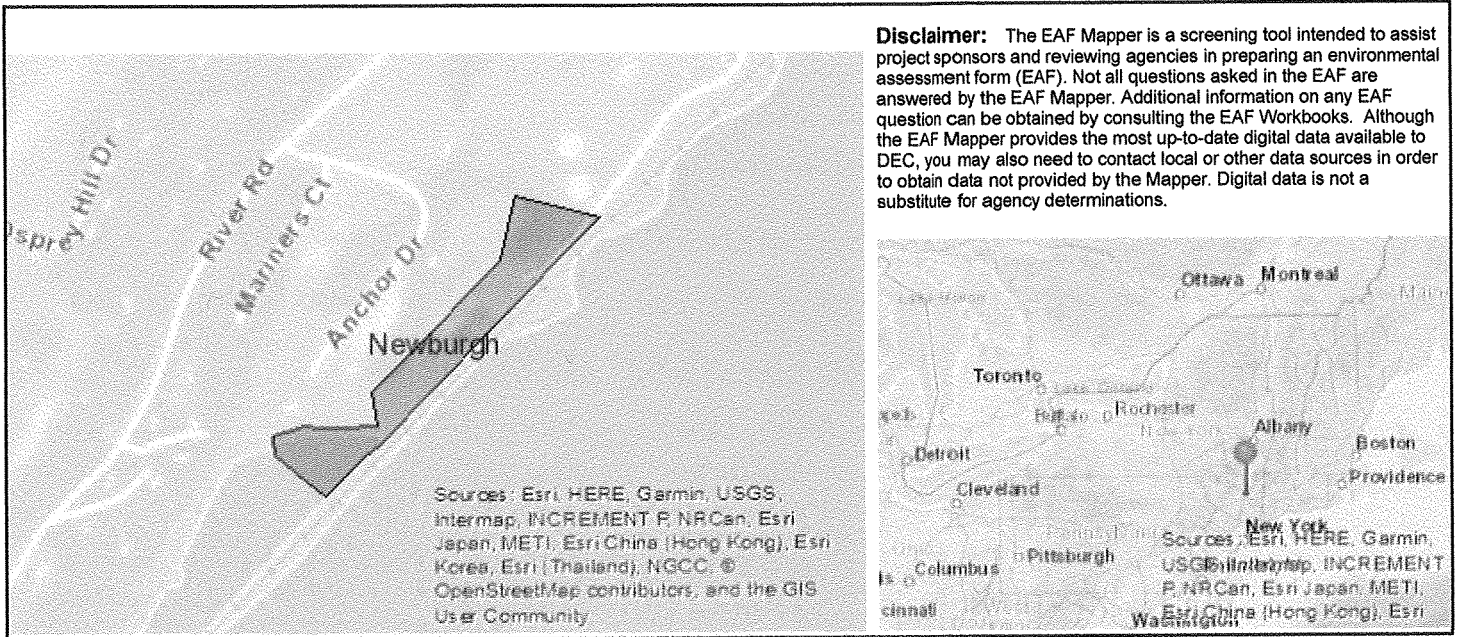
**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

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

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

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





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

## A quote for your consideration!

15

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000033952716.1	Sales Rep	Ric Pepin
Total	\$15,111.87	Phone	(800) 456-3355, +15131624
Customer #	133751743	Email	Frederic_Pepin@Dell.com
Quoted On	Feb. 22, 2019	Billing To	LINDA LEWIS
Expires by	Mar. 24, 2019		FLC EQUIPMENT & SUPPLIES
Solution ID	10698040		198 WILLOW AVE
			CORNWALL, NY 12518-1331

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Ric Pepin

### Shipping Group

**Shipping To**  
LINDA LEWIS  
FLC EQUIPMENT & SUPPLIES  
198 WILLOW AVE  
CORNWALL, NY 12518-1331  
(845) 534-9800

**Shipping Method**  
Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge T440	\$15,077.88	1	\$15,077.88

*DBC as low as \$454.00 / month<sup>^</sup>*

Subtotal:	\$15,077.88
Shipping:	\$33.99
Non-Taxable Amount:	\$15,111.87
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<b>Total:</b>	<b>\$15,111.87</b>

**Shipping To**  
 LINDA LEWIS  
 FLC EQUIPMENT & SUPPLIES  
 198 WILLOW AVE  
 CORNWALL, NY 12518-1331  
 (845) 534-9800

**Shipping Method**  
 Standard Delivery

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PowerEdge T440	\$15,077.88	Qty	1	Subtotal	\$15,077.88
Estimated delivery if purchased today:					
Mar. 08, 2019					

Description	SKU	Unit Price	Qty	Subtotal
No FGA	817-BBBB	-	1	-
PowerEdge T440 Server	210-AMEI	-	1	-
Motherboard	329-BDMW	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
Chassis with up to 16, 2.5" Hot Plug Hard Drives, Tower Configuration	321-BCWO	-	1	-
PowerEdge T440 Shipping	340-BSJL	-	1	-
PowerEdge T440 Shipping Material	343-BBGY	-	1	-
Intel Xeon Silver 4110 2.1G, 8C/16T, 9.6GT/s , 11M Cache, Turbo, HT (85W) DDR4-2400	338-BLUQ	-	1	-
Intel Xeon Silver 4110 2.1G, 8C/16T, 9.6GT/s , 11M Cache, Turbo, HT (85W) DDR4-2400	374-BBPN	-	1	-
Standard Heat Sink for 2nd CPU	412-AAKD	-	1	-
2666MT/s RDIMMs	370-ADNU	-	1	-
Performance Optimized	370-AAIP	-	1	-
RAID 0	780-BCDL	-	1	-
PERC H740P RAID Controller, 8GB NV Cache, Adapter, Full Height	405-AANR	-	1	-
Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	634-BILL	-	1	-
Windows Server 2016 Standard,16CORE,Media Kit	634-BILD	-	1	-
Windows Server 2016 Standard Edition,No Media;2012R2 Downgrade Media, Multi-Language	634-BJQR	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OME Server Configuration Management	528-BBWT	-	1	-
iDRAC Service Module (ISM), Pre-Installed in OS	379-BCQW	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC.Legacy Password	379-BCSG	-	1	-
On-Board LOM	542-BBBP	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Internal Optical Drive	429-AAQS	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-AGRD	-	1	-

Security Bezel	325-B000	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
No Rack Rails, No Cable Management Arm, No Casters	770-BBCR	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty Plus On Site Service	815-4094	-	1	-
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	815-4101	-	1	-
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Ext to 2 Years	815-4102	-	1	-
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Years	815-4112	-	1	-
Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
32GB RDIMM 2666MT/s Dual Rank	370-ADNF	-	6	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 876 TBW	400-AXTC	-	3	-
2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AUTO	-	5	-
5-pack of Windows Server 2012 Remote Desktop Services, User	421-9221	-	6	-
Broadcom 57416 Dual Port 10Gb, Base-T, PCIe Adapter, Full Height	540-BBUI	-	1	-
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	450-AALV	-	2	-
ENT CONFIG SVCS,FEE, RAID 5 SINGLE CONTAINER ON 3HDD	366-0230	-	1	-
ENT CONFIG SVCS,FEE, RAID 5 SINGLE CONTAINER ON 5HDD	366-0229	-	1	-

<b>Subtotal:</b>	<b>\$15,077.88</b>
<b>Shipping:</b>	<b>\$33.99</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$15,111.87</b>

## Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

### **<sup>A</sup>Dell Business Credit (DBC):**

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### **\*Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.