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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: AGREEMENT FOR THE PROVISION OF MANPOWER TO
ORANGE COUNTY SPECIAL OPERATIONS GROUP

OUR FILE NO. 800.1(B)()(2025)

DATE: APRIL 7, 2025

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

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

COUNSEL

Stewart P. Glenn
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed please find the above referenced Agreement forwarded by Orange County pertaining to the Town's provision of police manpower to the Orange County Sheriff's Office for the Office's Special Operations Group. Please note that pursuant to the Agreement the Town will remain responsible for salary and other compensation expenses of the assigned officers and to assume all loss, damage, expenses and costs arising out the acts of the Town's officers, including medical and hospital expenses of officers with injuries or illness incurred in the performance of duties. This is an option under the General Municipal Law provisions providing for police aid for the assisting municipality to assume the loss, damages and expenses incurred. (Please note that Town Municipal Code Chapter 7 delegates authority to the Chief of Police/command officer to request and grant assistance in emergency and civil disturbance control situations and Code Section 7.4 does require the government receiving assistance to assume liability in those circumstances.) Claims arising out of the performance of the Agreement against the other party are waived except those arising from gross negligence

Also enclosed is a draft resolution authorizing the Agreement.

Should you have any questions in this regard, please feel free to contact me.

MCT:sel
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Donald Bruce Campbell, Chief of Police (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Hank Chapman, Haylor, Freyer & Coon (via e-mail)
Kathy Fraser, Haylor Freyer & Coon (via e-mail)

**AGREEMENT
FOR THE PROVISION OF MANPOWER
TO ORANGE COUNTY SPECIAL OPERATIONS GROUP**

This Agreement is made as of this 23rd day of January, 2025 ("Agreement"), by and between the Town of Newburgh, a municipal corporation with its principal place of business at 300 Gardnertown Road, Newburgh, New York, 12550 ("Town"), and the County of Orange, a municipal corporation and one of the Counties of the State of New York, with a principal place of business at 110 Wells Farm Road, Goshen New York ("County") by and through the Orange County Sheriff's Office ("OCSO"; OCSO may be included in references to County) (each of Town and County a "Party" and together, the "Parties").

RECITALS

WHEREAS, Section 209-m of the General Municipal Law ("GML §209-m") permits the chief executive officer of a municipality to detail, assign and make available for duty and use in another municipality any part of the forces, equipment and supplies of the police department, police force or parkway police force of such municipality, upon the request of another municipality, when deemed to be required by the public interest; and

WHEREAS, GML §209-m further authorizes law enforcement officers, while engaged in duty and rendering services in such requesting municipality, to exercise the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the local government in and by which they are normally employed; and

WHEREAS, the Parties hereto have determined that the public interest requires the provision of certain Manpower (as defined herein) by the Town to the County for use in conjunction with the OCSO's Special Operations Group ("SOG"), on the terms and conditions set forth below, and that such provision of Manpower shall serve both Parties' interests.

NOW THEREFORE, the Parties hereby agree as follows: .

**ARTICLE ONE
Purpose of the Agreement**

The purpose of this Agreement is as follows:

1. Establish greater efficiency and cooperation in the response to calls to SOG for specialized police assistance;
2. Develop and maintain adequate manpower levels of highly trained law enforcement officers to resolve crises, high-risk situations, and protect against terrorist activity; and
3. Enhance cooperation between County and Town in the response to calls for specialized police assistance in both Parties' jurisdictions.

ARTICLE TWO

Manpower

Town agrees to supply certain of its police officers designated by OCSO to be eligible for participation on the SOG ("Manpower") when requested by County, through its OCSO, for response to calls for specialized police assistance and other related activities.

The Parties acknowledge and agree that Town may decline to supply such Manpower in the event it is unavailable to be supplied, as determined by Town, but that Town shall consistently use best efforts to supply the Manpower as described herein.

Should a need for such Manpower arise within the territory of Town while in use by County, Town may recall such Manpower or any part thereof. In such case, Town shall inform County of its intent to withdraw from the situation.

ARTICLE THREE

Training

In furtherance of this Agreement, County, through its OCSO, agrees to conduct training for all officers to be supplied as Manpower under this Agreement, and Town agrees to supply such officer(s) for such training. Such training shall take place at time(s) and place(s) designated by County. County shall supply SOG equipment and uniforms to the Manpower designated hereunder for use under this Agreement, which equipment and uniforms shall remain property of County and shall be immediately returned to County in the event County no longer requires the Manpower supplied hereunder in County's discretion, or upon termination of this Agreement, whichever is earlier.

ARTICLE FOUR

Costs

Town hereby agrees to assume all costs for salary(ies) and other compensation expenses related to the provision of the Manpower hereunder, including but not limited to time spent in training, and shall, in accordance with Article Eight, assume all loss, damage, expenses and costs arising out of the acts of the Manpower while performing under this Agreement, including but not limited to expenses arising under N.Y. General Municipal Law § 207-c, but excluding those costs associated with the provision of training and equipment described in Article three hereof.

ARTICLE FIVE

Control

The Incident Commander of the SOG, or his or her designee, shall be in command of the operation(s) ("Command") under which the Manpower sent by Town shall serve.

ARTICLE SIX
Privileges and Immunities

To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of any Party when performing its functions within its territorial limits shall apply to the activities of that Party while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to GML §209-m, police officers engaged in duty and rendering services hereunder shall have the authority to exercise the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the local government in and by which they are normally employed.

ARTICLE SEVEN
Line of Duty Death or Injury

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either Party while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE EIGHT
Liability and Indemnification; Waiver

Neither Party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither Party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each Party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and each Party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees related to such action or dispute. For purposes of this Article, the Manpower supplied hereunder shall be considered a member of the police force of Town, such that Town shall bear all loss, damage, expenses and costs arising out of the acts or failures to act of the Manpower while performing under this Agreement including, but not limited to, damages sustained during training exercises hereunder and expenses arising under N.Y. General Municipal Law § 207-c. Each Party shall be obligated to notify the other Party of any claims or lawsuits received arising out of the operations contemplated hereunder. Each Party shall abide by applicable reporting requirements, including, but not limited to, those pertaining to use of force, and shall cooperate with the other Party regarding the same.

Each Party hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other Party and its personnel, which may arise out of the performance of this Agreement.

ARTICLE NINE
Administration

It is the intention of the Parties that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this agreement requires administration other than as set forth herein, it shall be administered by the County Executive or his designee and the Town Board or its designee, acting as a joint board. No real or personal property shall be acquired by the Parties because of this Agreement.

Each Party shall have equal access to the records created by the other Party related to incidents responded to under this Agreement, as each Party has to access its own records.

ARTICLE TEN
Compliance with Laws

Each Party agrees that it will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN
Term and Termination

1. Term. The term of this Agreement ("Term") shall commence as of the date first written above and shall continue in full force and effect until December 31, 2027 unless earlier terminated in a manner provided for in this Article.

2. Termination for Convenience. Either Party may terminate this Agreement at any time by giving thirty (30) days' written notice of its intent to terminate this Agreement.

ARTICLE TWELVE
General Provisions

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth at length herein.

2. Non-Exclusivity. Town of acknowledges and agrees that County may enter into like arrangements with other municipalities for the provision of the same or similar items or services as described hereunder, under such terms and conditions as the County shall require, and that no such agreements shall impact Town's obligations hereunder.

3. Amendment. This Agreement may only be changed, modified or amended by written agreement signed by both Parties.

4. Notices. Except as otherwise provided herein, any written notice required or permitted to be given by one Party to the other hereunder shall be in writing and shall be (i) personally served; (ii) deposited in the United States mail, duly registered or certified with postage

fully prepaid thereon; or (iii) delivered by an overnight courier service that confirms delivery to such Party as follows:

If to Town:

Town of Newburgh
300 Gardnertown Road
Newburgh, New York, 122550
Attn: Chief of Police

If to County:

Orange County Sheriff's Office
110 Wells Farm Road,
Goshen, New York 10924
Attn: Sheriff

with a copy to:

Orange County Attorney's Office
255 Main Street
Goshen, New York 10924
Attn: County Attorney

Notice shall be effective and deemed delivered and received upon receipt or refusal to receive, in the event of personal service; or on the fifth (5th) day following the date of depositing the notice in the United State mail; or on the day following presentment of the notice to an overnight courier service for delivery.

5. Governing Law. This Agreement shall be governed by the laws of the State of New York.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings, agreements, commitments, representations, communications, negotiations, arrangements, and undertakings, whether oral or written, between the Parties.

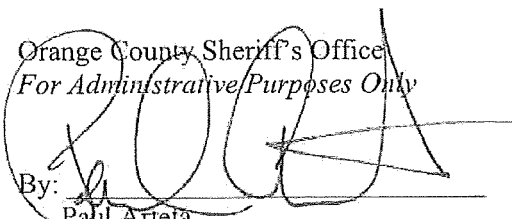
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

Town of Newburgh

County of Orange

By: _____
Gil Piaquadio
Town Supervisor

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

Orange County Sheriff's Office
For Administrative Purposes Only
By: 
Paul Arteta
Orange County Sheriff

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
April, 2025 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Paul I. Ruggiero, Councilman
Scott M. Manley, Councilman
Anthony R. LoBiondo, Councilman
James Politi, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING AGREEMENT FOR THE
PROVISION OF MANPOWER TO
TO ORANGE COUNTY SPECIAL
OPERATIONS GROUP

Councilman _____ presented the following resolution which was
seconded by Councilman _____.

WHEREAS, the County of Orange has forwarded an Agreement for the Provision of
Manpower to Orange County Special Operations Group dated January 23, 2025, pursuant to which
the Town will provide certain of its police officers to the County for use in conjunction with the
Orange County Sheriff's Office's Special Operations Group when requested by the County for
response to calls for specialized police assistance and other related activities; and

WHEREAS, the Town Board has determined it is in the best interests of the Town and the
public to approve said agreement

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of
Newburgh approve the Agreement for the Provision of Manpower to Orange County Special
Operations Group as to its form and manner of execution and authorizes the Supervisor to sign and
deliver said Agreement and/or ratifies his signature thereon.

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

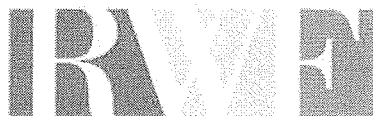
Paul I. Ruggiero, Councilman voting _____
Scott M. Manley, Councilman voting _____
Anthony R. LoBiondo, Councilman voting _____
James Politi, Councilman voting _____
Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on April __, 2025 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh

#6



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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: INTRODUCTORY LOCAL LAWS AMENDING CHAPTER
166 ENTITLED "TAXATION" OF THE CODE OF THE
TOWN OF NEWBURGH TO EXTEND THE TAX
EXEMPTION FOR MEMBERS OF VOLUNTEER FIRE
COMPANIES AND VOLUNTARY AMBULANCE
SERVICES TO INCLUDE ANY VOLUNTEER
FIREFIGHTER OR VOLUNTEER AMBULANCE
WORKER WHO PROVIDES SUCH VOLUNTEER
SERVICES TO A NEIGHBORING CITY, TOWN OR
VILLAGE
OUR FILE NO. 800.1(B)() (2025)

DATE: APRIL 10, 2025

P: 845.562.9100
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655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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Charles E. Frankel
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M. Justin Rider

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

COUNSEL

Stewart P. Glenn
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed for the Town Board's consideration following the close of the public hearings scheduled for April 14, 2025, please find a draft Resolution of Adoption for the following local law:

A Local Law Amending Chapter 166 entitled 'Taxation' of the Code of the Town of Newburgh to Extend the Tax Exemption for Members of Volunteer Fire Companies and Voluntary Ambulance Services to Include Any Volunteer Firefighter or Volunteer Ambulance Worker Who Provides Such Volunteer Services to a Neighboring City, Town or Village."

Also are a copy of the subject Local Law and the current Code provision.

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

MCT:sel
Enc.

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Joseph P. Pedi, Receiver of Taxes (via e-mail)
Molly Carhart, Assessor (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 14th day of
April, 2025 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF ADOPTION
OF LOCAL LAW
AMENDING CHAPTER 166
ENTITLED "TAXATION"
OF THE CODE OF
THE TOWN OF NEWBURGH TO
EXTEND THE TAX EXEMPTION
FOR MEMBERS OF VOLUNTEER
FIRE COMPANIES AND
VOLUNTARY AMBULANCE SERVICES
TO INCLUDE ANY VOLUNTEER
FIREFIGHTER OR VOLUNTEER
AMBULANCE WORKER WHO
PROVIDES SUCH VOLUNTEER
SERVICES TO A NEIGHBORING CITY,
TOWN OR VILLAGE

Councilman _____ presented the following resolution which was seconded
by Councilman _____.

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 10th day of February, 2025 introducing and ordering a public hearing to be held on the 14th day of April, 2025 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on proposed Local Law No. 1 of the Year 2025 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh to Extend the Tax Exemption for Members of Volunteer Fire Companies and Voluntary Ambulance Services to Include Any Volunteer Firefighter or Volunteer Ambulance Worker Who Provides Such Volunteer Services to a Neighboring City, Town or Village"; and

WHEREAS, a notice of Public Hearing was duly advertised on the ___nd day of March, 2025 in The Mid-Hudson Times and posted on the Town Clerk's sign board on the ___th day of March, 2025; and

WHEREAS, the Public Hearing was duly held on the 14th day of April, 2025 at 7:00 o'clock p.m., at Town Hall, 1496 Route 300, Newburgh, New York and all parties in attendance were permitted to speak on behalf or in opposition of the proposed Local Law or any part thereof; and

WHEREAS, the adoption of said Local Law providing the real property assessment exemption for volunteer firefighters and ambulance workers constitutes a legislative action pertaining to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and accordingly is a

Type II Action under the State Environmental Quality Review Act; and

WHEREAS, due to the introduction or adoption of intervening local laws, said Local Law shall be designated as Town of Newburgh Local Law No. 4 of the Year 2025 upon filing; and

WHEREAS, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law #2 of 2023 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh to Extend the Tax Exemption for Members of Volunteer Fire Companies and Voluntary Ambulance Services to Include Any Volunteer Firefighter or Volunteer Ambulance Worker Who Provides Such Volunteer Services to a Neighboring City, Town or Village".
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

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

The resolution was thereupon declared duly adopted

TOWN OF NEWBURGH

INTRODUCTORY LOCAL LAW NO. 1 OF 2025

A LOCAL LAW AMENDING CHAPTER 166 ENTITLED "TAXATION" OF THE CODE OF THE TOWN OF NEWBURGH TO EXTEND THE TAX EXEMPTION FOR MEMBERS OF VOLUNTEER FIRE COMPANIES AND VOLUNTARY AMBULANCE SERVICES TO INCLUDE ANY VOLUNTEER FIREFIGHTER OR VOLUNTEER AMBULANCE WORKER WHO PROVIDES SUCH VOLUNTEER SERVICES TO A NEIGHBORING CITY, TOWN OR VILLAGE

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF NEWBURGH, as follows:

Section 1. Title. This Local Law shall be entitled "A Local Law Amending Chapter 166 entitled 'Taxation' of the Code of the Town of Newburgh to Extend the Tax Exemption for Members of Volunteer Fire Companies and Voluntary Ambulance Services to Include Any Volunteer Firefighter or Volunteer Ambulance Worker Who Provides Such Volunteer Services to a Neighboring City, Town or Village."

Section 2. Purpose and Findings. It is the purpose of this Local Law to implement the authority granted to local taxing jurisdictions by Real Property Tax Law Section 466-L — Extension of Benefits. The Town Board of the Town of Newburgh finds and hereby determines that New York Real Property Tax Law Section 466-L authorizes the Town Board to extend the benefit of the tax exemption which the Town Board has elected to grant to volunteer firefighters and volunteer ambulance workers serving the Town of Newburgh to any volunteer firefighter and volunteer ambulance worker who provides such volunteer services to a neighboring city, town or village. The Town Board of the Town of Newburgh further finds and determines that the Town of Newburgh should exercise said option and extend said tax exemption because it would promote the ability to recruit and retain the volunteers by volunteer fire and ambulance organizations which serve neighboring municipalities and districts, but who are frequently called up to provide mutual aid to organizations serving our residents. Recruiting and retaining sufficient volunteers to serve these important functions is essential to maintaining the high quality of emergency service around our community and saving the significant expense of paid staff,

Section 3. Extension of Grant of Property Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Workers.

B. Section 166-25 entitled "Exemption" of Article VII entitled "Exemption for Volunteer Fire Fighters and Volunteer Ambulance Workers of Chapter 166 entitled "'Taxation" is hereby amended to read as follows:

"S 166-25 Exemption.

A. An enrolled qualified member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service shall be granted a tax exemption as herein defined for property owned by the enrolled qualified member or the enrolled qualified member and spouse, provided that:

(1) Such qualified member resides in the Town of Newburgh and the Town of Newburgh or a neighboring city, town or village having a common boundary with the Town of Newburgh is served by the incorporated volunteer fire company, fire department or the incorporated voluntary ambulance service of which the individual is a member;

(2) The property upon which such qualified member is seeking this exemption is the primary residence of such qualified member, and such property is used exclusively for residential purposes. To the extent such property has uses other than as the qualified member's residence, such exemption shall apply only to the portion of such property used exclusively for the member's residence. The assessor may request proof of primary residence; and

(3) Such qualified member files satisfactory proof of certification, as determined by the Town Board, of enrolled membership in the fire company or department or ambulance service and an application with the Town of Newburgh Assessor's office on or before the taxable status date on forms to be provided by the State Board of Real Property Services. The minimum certified service requirement for each applicant shall be at least 2 years of service.

(4) Each incorporated volunteer fire company, incorporated volunteer fire department and incorporated voluntary ambulance service serving the Town or a neighboring city, town or village shall file a notice annually with the Assessor, prior to the applicable taxable status date, certifying its enrolled members with 2 or more years of service and surviving spouses of deceased members qualified for exemption. Such notice shall list, as of the applicable taxable status date, the number of years of service served by each such enrolled member and such enrolled member's address of residence.

B. An enrolled qualified member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service which serves Orange County who otherwise meets the above criteria and has accrued more than 20 years of active service and is so certified by such organization shall be granted a lifetime tax exemption as herein defined of ten percent."

Section 4. Severability. If any clause, sentences paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder

thereof, but shall be confined in its operation to the clause, sentence paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective Date. This local law shall take effect immediately upon filing with the Secretary of State pursuant to Section 27 of the New York Municipal Home Rule Law.

Exemption for Volunteer Fire Article VII Fighters and Volunteer Ambulance Workers

[Adopted 2-6-2006 by L.L. No. 1-2006^[1]]

[1] *Editor's Note: The exemption provided for by this local law shall apply to assessed valuations for the 3-1-2006, taxable status date and thereafter. The local law shall not apply retroactively.*

§ 166-23 Purpose.

This article is adopted pursuant to Chapter 74 of the Laws of 2005 which added a new § 466-f to the New York State Real Property Tax Law to provide a partial real property tax exemption for qualified members of incorporated volunteer fire companies, fire departments and incorporated voluntary ambulance services. Members of volunteer fire companies, fire departments and ambulance services provide invaluable services to the people of the Town of Newburgh. In order to be certified and recertified, such volunteers must undertake numerous hours of training on their own time and frequently at their own expense. The purpose of this exemption is to maintain the ranks of the volunteer corps and encourage volunteers to join. The enabling legislation enacted by the state requires that localities adopt a local law in order to afford those volunteers such exemption.

§ 166-24 Definitions.

As used in this article, the following terms shall have the meaning indicated:

LIFETIME TAX EXEMPTION

A tax exemption as authorized by this article provided to a person who has been an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service with active service for more than 20 years prior to submitting an application for such tax exemption and has obtained a certificate from the authority having jurisdiction for such

organization certifying to such membership and such active service; which tax exemption shall be provided to such member for the remainder of such member's life as long as such member's primary residence is located within Orange County.

QUALIFIED MEMBER

An individual who has been an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service for at least two years prior to submitting an application for tax exemption and has obtained a certificate from the authority having jurisdiction for such organization certifying to such membership.

[Amended 2-14-2023 by L.L. No. 2-2023]

TAX EXEMPTION

Ten percent of the assessed value of the real property constituting the applicant's primary residence for Town of Newburgh purposes, exclusive of special assessments.

[Amended 2-14-2023 by L.L. No. 2-2023]

§ 166-25 Exemption.

[Amended 2-14-2023 by L.L. No. 2-2023]

- A.** An enrolled qualified member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service shall be granted a tax exemption as herein defined for property owned by the enrolled qualified member or the enrolled qualified member and spouse, provided that:
- (1)** Such qualified member resides in the Town of Newburgh and the Town of Newburgh is served by the incorporated volunteer fire company, fire department or the incorporated voluntary ambulance service of which the individual is a member;
 - (2)** The property upon which such qualified member is seeking this exemption is the primary residence of such qualified member, and such property is used exclusively for residential purposes. To the extent such property has uses other than as the qualified member's residence, such exemption shall apply only to the portion of such property used exclusively for the member's residence. The assessor may request proof of primary residence; and

- (3) Such qualified member files satisfactory proof of certification, as determined by the Town Board, of enrolled membership in the fire company or department or ambulance service and an application with the Town of Newburgh Assessor's office on or before the taxable status date on forms to be provided by the State Board of Real Property Services. The minimum certified service requirement for each applicant shall be at least two years of service.
 - (4) Each incorporated volunteer fire company, incorporated volunteer fire department and incorporated voluntary ambulance service serving the Town shall file a notice annually with the Assessor, prior to the applicable taxable status date, certifying its enrolled members with two or more years of service and surviving spouses of deceased members qualified for exemption. Such notice shall list, as of the applicable taxable status date, the number of years of service served by each such enrolled member and such enrolled member's address of residence.
- B. An enrolled qualified member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service which serves Orange County who otherwise meets the above criteria, and has accrued more than 20 years of active service and is so certified by such organization shall be granted a lifetime tax exemption as herein defined of 10%.
- C. An unremarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service may qualify for a continued exemption; provided, however, that:
[Added 2-14-2023 by L.L. No. 3-2023]
- (1) Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an unremarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and
 - (2) Such deceased volunteer had been an enrolled member for at least 20 years; and

- (3) Such deceased volunteer and unremarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

Applications for such exemption shall be filed with the assessor on or before the taxable status date on a form as prescribed by the State Board of Real Property Services.

- D. The preexisting exemption of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service may be continued or reinstated for such enrolled member's unremarried spouse if such member is killed in the line of duty; provided, however, that:
[Added 2-14-2023 by L.L. No. 4-2023]

- (1) Such unremarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an unremarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and
- (2) Such deceased volunteer had been an enrolled member for at least five years; and
- (3) Such deceased volunteer had received the exemption prior to his or her death.

Applications for such exemption shall be filed with the assessor on or before the taxable status date on a form as prescribed by the State Board of Real Property Services.

§ 166-26 Special assessments excluded.

The exemption provided under this article does not apply to special assessments, including but not limited to special assessments for special districts of the Town of Newburgh.

#7A

TOWN OF NEWBURGH

AUDIT # 7

DATE: APRIL 14, 2025

TOTAL OF ALL PAYMENTS: \$ 2,947,641.39

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 2,947,641.39 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated : April 14, 2025

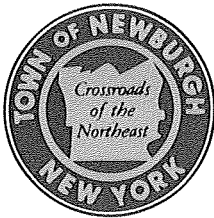
Town Clerk Office

Town Board:

Town Board Meeting April 14, 2025

#7B

Review Status Report and Budget Status Report for March 2025



#9A
TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: April 4, 2025

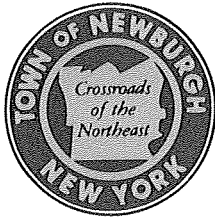
RE: Recreation Laborer Position

At this time we are requesting your approval to begin the process to hire a Part Time Laborer to perform duties as a Park guard. The funds for this position are available in the current 2025 budget.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner



#98
TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Jim Presutti, Commissioner

DATE: April 4, 2025

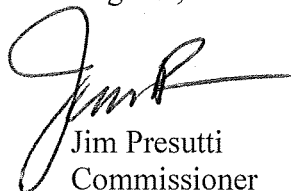
RE: Row Boat Purchase

The Recreation Department has received three quotes for the purchase of three new row boats. Attached is the quotation summary.

At this time, I am requesting your approval to accept the quote from Stoves Plus representing the lowest bid. The funds for this purchase have already been approved in the 2025 budget.

Thank you for your consideration.

Regards,



Jim Presutti
Commissioner

**TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM**

REQUESTED BY:

Jim Presutti

DATE PREPARED:

4/3/24

ITEM/SERVICE PURCHASED

Row Boats - 3

VENDOR NAME

Stoves Plus

MARATHON Boat Group

KENED OUTFITTERS

ADDRESS

270 County Rt. 48

P.O. Box 549

1000 HURLEY Mtn. Rd.

CITY/STATE/ZIP

THOMPSON RIDGE, NY 10985

MARATHON, NY 13803

KINGSTON, NY 12401

PHONE #

845-800-3894

607-849-3911

845-532-0415

CONTACT PERSON

PRICE QUOTED

\$8,019.00

\$9,642.05

\$8,850.00

EXPIRATION DATE

VENDOR CHOSEN

Stoves Plus

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

DEPARTMENT HEAD SIGNATURE



DATE:

4/3/25

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

STOVES PLUS LLC

270 COUNTY ROUTE 48 • THOMPSON RIDGE, NY 10985

(845) 800-3894

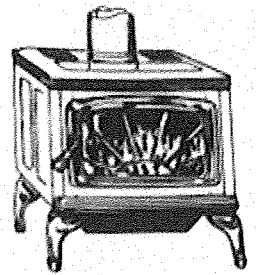
www.stovesplus.net

WOOD • COAL • PELLET • GAS

SALES & INSTALLATION

Hours:

Tuesday • Saturday 9-5



**BOAT
SALES**

**STOVE
SALES**



PHONE:

845-629-8476

DATE

3/28/2025

NAME

TOWN OF Newburgh.

SHIP TO

ADDRESS

E - MAIL

QUAN.	DESCRIPTION	AMOUNT
3	SMOKER CRAFT CANADIAN 12 \$2,673.00 each in stock Ready TO Deliver	\$8,019.00
TOTAL		\$8,019.00
DOWN.		
BAL.		

ALL claims and returned goods MUST be accompanied by this bill.



Marathon Boat Group, Inc

PO Box 549

Marathon, NY 13803

Quote

Date	Estimate #
4/1/2025	98

Name / Address
TOWN OF NEWBURGH 1702 Rte 300 NEWBURGH, NY 12550 USA

Ship To
TOWN OF NEWBURGH 1702 Rte 300 NEWBURGH, NY 12550 USA

Rep
NL

Terms	Project
PrePay	

Item	Description	Qty	U/M	Rate	Total
DN12	12' DuraNautic Utility - V - Color(s) TBD	3		3,399.00	10,197.00
					10,197.00
Discount	Courtesy Discount			-10.00%	-1,019.70
Shipping & Han...	Shipping & Handling			464.75	464.75
Total					\$9,642.05

Phone #	Fax #	E-mail	Web Site
607-849-3211	607-849-3077	GKiernan@marathonboat.com	www.marathonboat.com



INVOICE #D24

Complete your purchase

Here is the quote for 3 green rowboats. Please if you have any questions give me a call. Thanks for your request. (845)-532-0415.
Bill/Owner


Complete your purchase or Visit our store

Order summary



Duranautic V Hull 12ft Aluminum Row Boat x 3
GREEN

~~\$8,748.00~~
\$8,700.00

 SPRING SALE, QUANTITY AND GREAT CUSTOMER.
(-\$48.00)

Subtotal	\$8,700.00
Shipping	\$150.00
Estimated taxes	\$0.00

Total	\$8,850.00 USD
	You saved \$48.00

#9C



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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: "BUS OPERATOR SERVICE AGREEMENT" WITH ORANGE
COUNTY;

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

RESOLUTION OF TOWN BOARD AUTHORIZING
EXECUTION AND DELIVERY OF BUS OPERATOR
SERVICE CONTRACT BETWEEN THE TOWN OF
NEWBURGH AND THE COUNTY OF ORANGE
OUR FILE NO. 800.1(B)() (2025)

DATE: APRIL 7, 2025

ATTORNEYS

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

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

COUNSEL

Stewart P. Glenn
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed please find the above referenced contract forwarded by Orange County pertaining to funding of the dial a bus service and an authorizing resolution for the Town Board's consideration. The prior contract's 5 year term expired March 31, 2025. The new contract includes requirements for service open to the public, driver CDL licensure and certification (page 8), maintenance of service levels and fares (page 8), reduced fares for seniors and certain others (page 8), inspections (page 8), service area restrictions (pages 9-10), printed brochure requirements (page 10), reporting requirements (pages 10-12), the Town's indemnification of the County (page 14) and various insurance requirements including mandatory clauses and endorsements (pages 14-16 for intrastate operations). The County has rights to withhold payment and terminate with cause or without cause on 90 days notice to the Town (pages 18-20). The contract establishes a not to exceed cost of \$112,750 for the services (page 2). Certain of the appendices are left out of the attached copy of the contract.

Should you have any questions in this regard, please feel free to contact me.

MCT:sel
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
James Presutti, Commissioner of Parks, Recreation and Conservation (via e-mail)
Hank Chapman, Haylor, Freyer & Coon (via e-mail)
Kathy Fraser, Haylor Freyer & Coon (via e-mail)

Draft

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
April, 2025 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING EXECUTION
AND DELIVERY OF BUS OPERATOR
SERVICE CONTRACT BETWEEN THE
TOWN OF NEWBURGH AND
THE COUNTY OF ORANGE FOR
"DIAL A BUS"

Councilman _____ presented the following resolution which was seconded by
Councilman _____.

WHEREAS, the County of Orange has forwarded a proposed Bus Operator Service Contract for the "dial a bus" public transportation service operated by the Town of Newburgh to be funded in part by the payment of certain transit funding from the County for certain reimbursable operating expenses and other pass-through transit funding as may be provided by Federal or State grants or project applications (the "Agreement"); and

WHEREAS, the Agreement has a term of five years commencing on April 1, 2025 and ending March 31, 2030; and

WHEREAS, the Town Board of the Town of Newburgh has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement between the County and Town for the provision of public transportation services by the Town which may be supported by transit funding from the County and other pass-through transit funding.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that the execution and delivery of the Agreement between the County of Orange and the Town of Newburgh by the Town of Newburgh Supervisor is hereby authorized and ratified as of the commencement date of the term of the Agreement; and

BE IT FURTHER RESOLVED, that the Supervisor and other officers and employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the

contents of the foregoing resolutions and the terms and conditions of the Agreement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

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

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

The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on April __, 2025 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh

BUS OPERATOR SERVICE CONTRACT

THIS BUS OPERATOR SERVICE CONTRACT, effective as of April 1, 2025 ("Agreement") is made by and between the **COUNTY OF ORANGE**, by and through its Department of Planning and Development, a municipal corporation with its principal offices located at the Orange County Government Center, 255-275 Main Street, Goshen, New York 10924 ("County"), and **TOWN OF NEWBURGH**, a municipal corporation, with its principal offices located at 1496 NY-300, Newburgh, New York, 12550 ("Carrier"). The Carrier's unique entity identifier issued by the "System of Award Management" online at www.sam.gov is **G6GMFZVNQMB6**. The County and the Carrier are each individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the County is desirous of assuring public transportation services at adequate levels and at reasonable cost in Orange County, New York; and

WHEREAS, to that end, pursuant to the authority granted by Section 119-r of the State of New York ("State") General Municipal Law, the County adopted Local Law No. 14 of 1974 authorizing the making of contracts for public transportation services to be rendered to the public by private or municipal owned or operated transportation service operators; and

WHEREAS, the Carrier needs financial assistance to maintain operation of public transportation services in Orange County, New York at reasonable fares; and

WHEREAS, the County has applied for and received, and subject to State budget appropriations adopted and modified from time to time by the State Legislature, intends to continue to apply for and expects to continue to receive from the Commissioner ("Commissioner") of the State Department of Transportation ("NYSDOT") quarterly statewide transportation operating assistance payments ("STOA Payments") pursuant Section 18-b of the State Transportation Law ("State STOA Funding"); and

WHEREAS, the County has applied for and received, and intends to continue to apply for and expects to continue to receive, Federal financial assistance for operating costs of equipment and facilities for use in public transportation in its urbanized areas through a formula grant program administered by the Federal Transit Administration of the United States Department of Transportation ("FTA") an operating administration within the United States Department of Transportation in accordance with Section 5307 of Chapter 53 of Title 49 United States Code ("5307 Federal Funding"); and

WHEREAS, the County has applied for and received, and intends to continue to apply for and expects to continue to receive, Federal financial assistance for public transportation services in rural areas through a Federal formula grant program administered by the State in accordance with Section 5311 of Chapter 53 of Title 49 of the United State Code, ("5311 Federal Funding") and together with the 5307 Federal Funding and the State STOA Funding, collectively referred to as the "Transit Funding"; and

WHEREAS, the County and the Carrier are committed to making efforts to improve existing public transportation services in Orange County, New York and to reduce fares to certain targeted groups; and

WHEREAS, the Carrier has indicated a willingness to make such efforts if the Carrier receives Transit Funding; and

WHEREAS, the Carrier will use its eligible portion of the Transit Funding obtained by the County through one or more of the Transit Funding programs to support public transportation services.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the County and the Carrier agree as follows:

1. **RECITALS INCORPORATED.** The Recitals set forth above are incorporated into this Agreement as if set forth at length in this Section 1.
2. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to support the provision of certain public transportation services by the Carrier which may be supported in part by the payment of certain Transit Funding from the County to the Carrier for certain reimbursable operating expenses of the Carrier associated with the rendition of such services as provided for in this Agreement, and also to provide for other pass-through Transit Funding to the Carrier as may be provided in one or more Federal or State grant application(s) or project application(s) which may be approved from time to time during the term of this Agreement.
3. **COMPENSATION.** A not to exceed cost of \$112,750.00 has been established for the scope of services under this Agreement. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County, evidenced only by a written Change Order or Amendment to this Agreement. It is specifically agreed to by Carrier that the County will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the County's authorization by the County Executive is not given in writing prior to the performance of the services giving rise to such excess or additional costs.
4. **EXECUTORY CLAUSE.** The County shall have no liability under this Agreement to the Carrier or anyone else beyond funds appropriated and available for this Agreement.
5. **DEFINITIONS.** As used in this Agreement:
 - a. **"Non-Deadhead Miles"** means:
 - i. **Fixed Route Service.** For Fixed Route Service (as such term is defined in Section 7 of this Agreement), Non-Deadhead Miles means mileage other than:

1. Mileage between the Carrier's bus garage/storage facility and the beginning of the route where passengers may board;
 2. Mileage from the end of one route to the beginning of another route; and
 3. Mileage from the end of a route to the Carrier's garage or storage facility (Title 17 New York Codes, Rules, and Regulations ("N.Y.C.R.R.") Section 975.4(u)(1)).
- ii. **Demand Responsive Service.** For Demand Responsive Service (as such term is defined in Section 7 of this Agreement), Non-Deadhead Miles means mileage other than:
1. Mileage from the Carrier's dispatching location to the location where the first passenger is picked up;
 2. Mileage without passengers back to the Carrier's dispatching location;
 3. Mileage with or without passengers, when the bus is available to carry passengers between starting and ending locations as described in Sections 4(a)(ii)(1) and (2) of this Agreement; and
 4. Mileage between the Carrier's bus garage/storage location and the dispatching location if either of these two (2) locations are different (17 N.Y.C.R.R. 975.4(u)(2)).
- b. **"Project(s)"** means the provision of certain public transportation services provided by the Carrier which may be supported from time to time by Transit Funding provided under this Agreement by the County to the extent that such Transit Funding is made available by the FTA and/or the State. The specific services to be supported with such Transit Funding will be identified in statements to the Carrier that will include the amount(s) to be paid and a description of the transportation services being supported.
- c. **"Revenue Passenger(s)"** means a person who is transported between an origin and destination, both of which are within the State, by transportation services for whom a per-passenger fare is collected by the public transportation system (17 N.Y.C.R.R. 975.2(d)).
- d. **"Revenue Mile(s)"** means the sum of (a) the number of Non-Deadhead Miles traveled within the borders of Orange County, New York on Fixed Route Service (as such term is defined in Section 7 of this Agreement) provided that there are scheduled stops within Orange County, New York and/or the number of Non-Deadhead Miles traveled within the borders of Orange County, New York on Demand Responsive Service (as such term is defined in Section 7 of this Agreement); and (b) the number of Non-Deadhead Miles traveled on Fixed Route Service (as such term is defined in Section 7 of this Agreement) which runs between Orange County, New York and another State destination provided that such miles are not in counties in the State STOA Funding program; that no other

operating subsidy monies are available for such runs; and that the passengers for such runs are, in the opinion of the County, primarily Orange County, New York oriented.

6. DOCUMENTS COMPRISING THIS AGREEMENT.

a. **Documents Attached and/or Incorporated by Reference.** This Agreement consists of this document and the following documents all of which are incorporated into, and made a part of this Agreement by reference, and certain of which are attached to this Agreement to the extent provided in subsections (i) through (vi) below:

- i. **Appendix A - Federal Required Clauses.**
 1. **Appendix A-1 - FTA Contract Clauses.** The FTA model Contract Clauses are marked as Appendix A-1 and are attached to, and made a part of this Agreement.
 2. **Appendix A-2 - OMB Federal Grant Award Required Clauses.** The Federal Office of Management and Budget (“OMB”) federal grant award required clauses are marked as Appendix A-2 and are attached to, and made a part of this Agreement.
- ii. **Appendix B – State Standard Clauses.** The NYSDOT standard clauses are marked as Appendix B and are attached to, and made a part of this Agreement.
- iii. **Appendix C – Civil Rights Provisions.** The Supplemental Title VI Provisions (Civil Rights Act) are marked as Appendix C and are attached to, and made a part of this Agreement.
- iv. **Appendix D.** To the extent the Carrier receives 5307 Federal Funding from the County, such funding is more particularly described in the one (1) or more appendices marked as Appendix D that are attached to, and made a part of this Agreement. The grant agreement(s) between the County and the FTA relating to the 5307 Federal Funding, which grant agreement(s) consist of (1) the FTA award setting forth the amount of 5307 Federal Funding the FTA is providing to the County to support projects and related activities, including the Project, (2) the most recent FTA Master Agreement,¹ (3) the FTA Certifications and Assurances, and (4) any award notification containing special conditions or requirements if applicable, are each hereby incorporated into, and made a part of this Agreement by reference (collectively, the “5307 Federal Grant Funding Agreements”).
- v. **Appendix E.** To the extent the Carrier receives 5311 Federal Funding from the County, such funding is more particularly described in the one (1) or more appendices marked as Appendix E that are attached to, made a part of this Agreement. The project application(s) and grant agreement(s) between the County and the State (as the administrator of 5311 Federal Funding on behalf of the FTA)

¹ <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

relating to the 5311 Federal Funding are each hereby incorporated into, and made a part of this Agreement by reference (collectively the “5311 Federal Grant Funding Agreements”). The 5311 Federal Grant Funding Agreements and the 5307 Federal Grant Funding Agreements are collectively referred to as the “Federal Grant Funding Agreements”).

- vi. Appendix F. To the extent the Carrier receives State STOA Funding from the County, the application(s) between County and NYSDOT relating to such funding are each hereby incorporated into, and made a part of this Agreement by reference (“State Grant Funding Agreements”).
- b. **Conflicts**. In the event of any conflict or inconsistency between the terms and conditions of the main body of this Agreement and any document listed in Sections 5(a) of this Agreement, the conflict will be resolved by giving precedence to the following documents in the following order with the earlier listed controlling over the latter:
- i. Federal Required Clauses. To the extent the Carrier receives 5307 Federal Funding or 5311 Federal Funding from the County, the Federal Required Clauses unless any requirement, term, provision, or condition of the Federal Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling.
 - ii. State Required Clauses. To the extent the Carrier receives State STOA Funding from the County, the State Standard Clauses unless any requirement, term, provision, or condition of the State Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling.
 - iii. Supplemental Title VI Provisions. To the extent the Carrier receives 5307 Federal Funding or 5311 Federal Funding from the County, the Supplemental Title VI Provisions unless any requirement, term, provision, or condition of the Supplemental Title VI Provisions is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling.
 - iv. Federal Grant Funding Agreements. To the extent the Carrier receives 5307 Federal Funding or 5311 Federal Funding from the County, the Federal Grant Funding Agreements.
 - v. State Grant Funding Agreements. To the extent the Carrier receives State STOA Funding from the County, the State Grant Funding Agreements.
- c. **Compliance**. The Carrier will comply with the following:

- i. **Attached and Incorporated Documents.** All applicable terms and conditions contained in the documents listed in Section 5(a) above; and
- ii. **Applicable Laws.** All applicable laws, ordinances, rules, regulations, conditions, requirements, guidance, project supporting information and assurances, including without limitation:
 1. **Federal.** To the extent the Carrier receives 5307 Federal Funding or 5311 Federal Funding from the County, all applicable terms, conditions and/or requirements contained in the following documents, which documents are available at the FTA internet websites indicated below, or upon request by the Carrier from the County:
 - (a) **Federal Law and Regulations.** Title 49 U.S.C. Chapter 53 entitled “*Public Transportation*” and the regulations promulgated thereunder codified at 49 Code of Federal Regulations (“C.F.R.”) Part 601 et. seq. and project supporting information relating to 49 U.S.C 5307 and/or 49 U.S.C. 5311.²
 - (b) **Office of Management and Budget Guidance for Grants and Agreements.** Title 2 C.F.R. Part 200 entitled “*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*”³
 - (c) **USDOT Regulations.** Title 2 C.F.R. Part 1201 entitled “*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*”⁴
 - (d) **FTA Certifications and Assurances.** FTA Annual Certifications and Assurances.⁵
 - (e) **FTA Award Management Requirements.** FTA Award Management Requirements Circular 5010.E.⁶
 - (f) **FTA Third Party Contracting Guidance.** FTA Third Party Contracting Guidance Circular 4220.1G.⁷
 2. **State.**
 - (a) **State Transportation Law.** To the extent the Carrier receives State STOA Funding from the County, Section 18-b and 14-g of the State

² <https://www.transit.dot.gov/regulations-and-guidance/legislation/map-21/chapter-53-title-49>

³ <https://www.transit.dot.gov/regulations-and-guidance/regulations-and-guidance>

⁴ <https://www.transit.dot.gov/regulations-and-guidance/regulations-and-guidance>

⁵ <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>

⁶ <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/award-management-requirements-circular-5010e>

⁷ <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

Transportation Law and the regulations promulgated thereunder and codified at 17 N.Y.C.R.R. 975; and

(b) *State Vehicle and Traffic Law*. Article 19-A of the State Vehicle and Traffic Law and the regulations promulgated thereunder and codified at Title 15 N.Y.C.R.R.

3. Definition of Applicable Laws. Collectively, each of the foregoing set forth in this Section 5(c) as may be amended from time to time during the term of this Agreement are collectively referred to as the “Applicable Laws”).

7. **OPERATING AUTHORITY**. By execution of this Agreement, the Carrier represents and warrants, that:

a. **Private Operators**. To the extent that the Carrier is a private operator (not a municipality located in Orange County, New York), the Carrier has been granted authority, and will maintain such authority during the term of this Agreement to operate Bus Service (as such term is defined in Section 7 of this Agreement) in Orange County, New York by the NYSDOT or to the extent that the Carrier operates outside of Orange County, New York or outside the State, the Commissioner has made a determination that such service outside the State is for the benefit of State passengers and eligible for State STOA Funding; and

b. **Municipal Operators**. To the extent that the Carrier is a municipality, the Carrier operates its Bus Service (as such term is defined in Section 7 of this Agreement) within its municipal limits, and, if applicable, in accordance with the service area restrictions set forth in Section (7)(g)(ii) of this Agreement.

8. **CARRIER’S PROVISION OF BUS SERVICE**. The Carrier shall provide the regularly scheduled, fixed route (“Fixed Route Service”) and/or demand responsive (“Demand Responsive Service”) bus service that the Carrier is authorized to provide as described in Section 6 of this Agreement. The term “Bus Service” as used in this Agreement may refer to Fixed Route Service and/or Demand Responsive Service to the extent that the Carrier is authorized to operate one or both such Bus Service. The Carrier shall operate its Bus Service in such a manner that said service is open and marketed to the general public, at an appropriate fare, on buses capable of carrying fifteen (15) or more passengers unless the Commissioner grants an exception for the use of buses with smaller capacities and in full compliance with the terms and conditions of this Agreement, including the following Bus Service requirements:

a. **Open to the General Public**. The Carrier’s Bus Service must be open to the general public on a regular and continuing basis at all times the service operates. The Carrier shall operate the Carrier’s Bus Service in a manner that does not discriminate on the basis of race, color, creed, national origin, sex, age, or disabilities, and so that the Carrier complies with all applicable Federal, State, and local Civil Rights and Human Rights laws, as each may be amended from time to time during the term of this Agreement.

- b. **Article 19-A of the State Vehicle and Traffic Law.** The Carrier, by the signature of its authorized representative on this Agreement, certifies that each driver operating Bus Service applicable to Orange County, New York has a Commercial Driver's License (CDL) that is valid for the type of bus he or she is operating and that all drivers are certified in accordance with Article 19-A of the State Vehicle and Traffic Law, as may be amended from time to time during the term of this Agreement.
- c. **Service Level and Fares.** The Carrier shall make every effort to continue to maintain its existing level of Bus Service subject to seasonal adjustments, at its existing fare rate, including such changes as may be authorized by the appropriate regulatory agencies. The Carrier will cooperate with the County to improve its existing Bus Service without applying for an increase in its fare and in an effort to add additional routes and services at reasonable fares.
- d. **Half-Fare Requirement – Seniors and Paratransit.** When the Carrier operates Bus Service eligible for 5307 Federal Funding, the Carrier shall provide Bus Service at no more than one-half the regular one-way fare (including transfers) to passengers with either an origin or destination in Orange County, New York or one of the following adjacent counties in the State: Dutchess, Rockland, Sullivan, or Ulster, and who possess either a valid government issued identification card indicating the passenger as a person aged 65 years or older, a *Medicare Health Insurance Card* issued by the United States Social Security Administration, or an *American with Disabilities Act (ADA) Paratransit Eligibility Card* issued by the County's Department of Planning, or comparable Paratransit provider.
- e. **Inspections.** The Carrier shall provide two (2) passes per contract year (2025 through - 2030 annually) should the County elect to make periodic inspection trips and/or service data collection inspections over the Carrier's Bus Service routes from time to time during the term of this Agreement. If the County determines that additional inspections are necessary, the Carrier shall provide such number of additional passes as may be requested by the County's Planning Department for the sole purpose of additional service inspections and/or service data collection inspections.
- f. **Fixed Route Service Requirements.** If the Carrier operates Fixed Route Service, the Carrier shall ensure that:
 - i. **Destination Signs.** Each bus used for Fixed Route Service must be equipped with a destination sign that accurately displays the destination of such bus at all times while such bus is in operation.
 - ii. **Major Stop Announcements.** The driver of each bus used for Fixed Route Service must make stop announcements at transfer points, major intersections, and destination points. Alternatively, the Carrier may use automatic enunciators for such announcements. Drivers must announce the stop location and identify the route to boarding passengers at a multi-stop location.

- iii. **Disclosure of Fixed Route Service to Other Carriers.** The Carrier shall notify, in writing, the principal clerk of every other carrier that provides Fixed Route Service through which the Carrier's Fixed Route Service passes and on which the Carrier permits passengers to board and/or disembark the Carrier's buses of the following: (1) the schedule of operation; (2) the schedule of fares; and (3) the location and the schedule of all stops. The Carrier shall always keep the foregoing information current and update the principal clerk of every other carrier of such information during the term of this Agreement.
- iv. **Schedules.** The Carrier shall maintain up-to-date printed schedules for all Fixed Route Service serving Orange County, New York and shall make copies of them readily available to passengers and the general public. Upon execution of this Agreement by the Carrier, the Carrier shall deliver by email or regular mail addressed to the County's Transit Coordinator a digital copy of the Carrier's schedule for publication on the County's transit website. Thereafter, whenever such schedule is amended or modified, the Carrier shall deliver by email or regular mail addressed to the County's Transit Coordinator an updated digital copy of the Carrier's schedule.
- g. **Demand Responsive Service Requirements.** Unless otherwise approved by the County in writing specifically referencing this Section 7(g) of this Agreement, if the Carrier provides Demand Responsive Service, the Carrier shall adhere to the following:
 - i. **Advertisement of Service.** Service must be advertised at least once a month in the official newspaper(s) of the municipalities in which the service operates and any other papers specified by the County's Department of Planning. The Carrier shall provide the County with copies of all advertisements, including dates upon which such advertisements appeared and the name(s) of the newspaper(s) in which such advertisements appeared.
 - ii. **Service Area Restrictions.** Service areas for Demand Responsive Service is limited as follows:
 - 1. **Town Multi-Municipal Demand Responsive Service Pursuant to Intermunicipal Agreement.** If the Carrier is a town in Orange County, New York, and that town does not border a city, the Carrier may conduct Demand Responsive Service within its town boundaries and the boundaries of such other town or village municipality or municipalities within Orange County, New York if the Carrier town and the other municipality or municipalities entered into a written intermunicipal agreement and such written intermunicipal agreement, as amended from time to time, is delivered to the County's Department of Planning in the manner provided for in Section 18(a) of this Agreement; or

2. *Town Through an Orange County City.* If the Carrier is a town within Orange County, New York and such town borders one of the three (3) cities within Orange County, New York, the Carrier may provide service into and out of the bordering city for town originating passengers only; and the Carrier may traverse the bordering city where the most expeditious route between two (2) points within such town is through the bordering city; or
 3. *Limits on Village and City Service Areas.* If the Carrier is a village or city in Orange County, New York, the Carrier's service area for Demand Responsive Service is limited to an area that is no more than three (3) miles outside of the Carrier's village or city municipal bounds.
 4. *No Duplication of Service.* The Demand Responsive Service provided by the Carrier may not duplicate existing Bus Service as determined by the County's Commissioner of Planning.
- iii. *Brochures.* The Carrier shall maintain up-to-date printed brochures advertising the Carrier's Demand Responsive Service hours of operation, service area, fares, and the contact phone number to arrange for Bus Service. Such brochures shall be readily available to passengers and the general public. Upon execution of this Agreement by the Carrier, the Carrier shall deliver by email or regular mail addressed to the County's Transit Coordinator a digital copy of the Carrier's brochure for publication on the County's transit website. Thereafter, whenever such brochure is amended or modified, the Carrier shall deliver by email or regular mail addressed to the County's Transit Coordinator an updated digital copy of the Carrier's brochure.

9. **CARRIER'S 24x7x365 CONTACT INFORMATION.** On the date of the Carrier's execution of this Agreement and each April 1st thereafter during the term of this Agreement, the Carrier shall deliver to the County's Transit Coordinator in the manner provided for in Section 18(a) of this Agreement, contact information of a representative employed by the Carrier who is available to the County on a twenty-four (24) hours, seven (7) days a week, three hundred and sixty-five (365) days a year basis during the term of this Agreement. The Carrier shall always keep this information up-to-date and current during the term of this Agreement by notifying the County's Transit Coordinator of any changes in the contact information in the manner provided for in Section 18(a) of this Agreement.

10. REPORTING.

- a. **Quarterly Revenue Passengers and Revenue Miles Reports.** As a condition of receipt of the State STOA Funding, the Carrier shall deliver the following reports electronically to the County via email, fax, and/or the County's web-based transit tracking software as directed by the County:
 - i. **Quarterly Certifications.** The Carrier shall report and certify to the County each calendar quarter during the term of this Agreement the following information on the

NYSDOT Form OPT-5B, or its successor form, at the intervals set forth in Section 9(a)(ii) of this Agreement (each a “Quarterly Operating Certification”):

1. Revenue Passengers. The total number of Revenue Passengers (as such term is defined in Section 4(c) of this Agreement) carried by the Carrier applicable to Orange County, New York passengers during a calendar quarter during the term of this Agreement; and
 2. Revenue Miles. The total number of Revenue Miles (as such term is defined in Section 4(d) of this Agreement) the Carrier’s buses traveled applicable to Orange County, New York passengers during a calendar quarter during the term of this Agreement.
- ii. Quarterly Certification Due Dates. The Carrier shall deliver each Quarterly Operating Certification to the County by no later than the tenth (10th) calendar day following the end of each calendar quarter during the term of this Agreement as follows:

Calendar Quarter	Report Due
January 1 st - March 31 st	April 10 th
April 1 st - June 30 th	July 10 th
July 1 st - September 30 th	October 10 th
October 1 st - December 31 st	January 10 th

- iii. No Credit for Understated Quarterly Operating Certifications. If the Carrier understates Revenue Passengers and/or Revenue Miles in any calendar quarter on its Quarterly Operating Certification, the County in its sole and absolute discretion may or may not compensate the Carrier for any understated Revenue Passengers and/or Revenue Miles which are later confirmed by a subsequent investigative examination or audit.
- iv. Return of Transit Funding for Overstated Quarterly Operating Certifications. If the Carrier overstates its Revenue Passengers and/or Revenue Miles on its Quarterly Operating Certification in a calendar quarter and such overstatement is later confirmed by a subsequent investigative examination or audit and such overstatement results in an overpayment, the amount of the overpayment plus interest per 17 N.Y.C.R.R. 975.16 must be repaid to the County within thirty (30) calendar days of the examination or audit.
- b. Quarterly Financial and Operating Reports. To the extent applicable, the Carrier shall deliver the following reports electronically to the County via email, fax, and/or the County’s web-based transit tracking software as directed by the County:
- i. All Transit Funding. As a condition of receipt of the Transit Funding, within thirty (30) calendar days of the end of each calendar quarter, the Carrier shall

deliver to the County a quarterly income statement and statistical summary of operations with respect to the operations covered by this Agreement.

- ii. State STOA Funding. As a condition of receipt of the State STOA Funding, within thirty (30) calendar days of the end of each calendar quarter, the Carrier shall deliver to the County quarterly financial records and operating statements of all affiliated entities from whom the Carrier rents equipment or space, as prescribed in 17 N.Y.C.R.R. 975.6, unless such requirement is waived by the Commissioner. To the extent that the Carrier is a private operator, the Carrier shall be limited to an allowance for profit of no more than 6.38% of the total Revenue Passengers unless the Carrier shall demonstrate that the Carrier has improved service for the benefit of the residents of Orange County, New York during the term of this Agreement.
- c. Annual Report and Audit. As a condition of receipt of the Transit Funding, the Carrier shall complete and furnish to the County such operating, service, and financial data as requested by the County in order to fulfill the County's annual reporting and other certification reporting requirements of the State and FTA relating to the Transit Funding disbursed under this Agreement, including the federal single audit requirements as set forth in 2 C.F.R. 200.500 et. seq. If the Carrier has an independent annual audit prepared and if such independent annual audit reviews the Carrier's Transit Funding, a copy of the Carrier's audit report shall be provided by the Carrier to the County.
- d. County Right to Withhold Transit Funding For Untimely Reports. Receipt of the reports and certifications required pursuant to this Section 9 of this Agreement is a condition of payment of the Transit Funding from the County to the Carrier. The County in its sole and absolute discretion may withhold all or part of the Transit Funding if any of the reports and/or certifications required by this Section 9 of this Agreement are not timely submitted to the County by the Carrier.

11. UNIFORM SYSTEM OF ACCOUNTS.

- a. Separate Project Accounts. The Carrier shall establish and maintain, in accordance with requirements established by Applicable Laws and the County, separate account(s) for each source of Transit Funding (5307 Federal Funding, 5311 Federal Funding, and/or State STOA Funding) covered by this Agreement, either independently or within its existing accounting system, each to be known as a "Project Account." The Carrier shall maintain all of its accounting records for the Carrier's Bus Service in compliance with the accounting standards prescribed by the FTA and/or the Commissioner as applicable.
- b. Documentary Evidence of Charges. All costs charged to a Project Account must be supported by properly executed, true copies of payrolls, time records, invoices, contracts, receipts, vouchers, and/or other acceptable documentary evidence of the nature and propriety of the charges.

- c. **Vouchers.** Any check or order drawn by the Carrier with respect to any item which is or will be chargeable against a Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Carrier stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, and/or other accounting documents pertaining, in whole or in part, to the Transit Funding must be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

12. RECORDS AND DOCUMENTATION. The Carrier shall retain all data, reports, records, logs, trip tickets, and other materials and information relating to activities covered by this Agreement for a period of six (6) years following the date upon which final payment is made to the Carrier under this Agreement, and shall make the same available to the Commissioner, the State Comptroller, the United States Secretary of Transportation, the Comptroller General of the United States, and the County or their respective authorized representatives, for audit, inspection, and copying, upon request.

13. PAYMENTS TO CARRIER. The County will pay the Carrier for the Carrier's reimbursable operating expenses incurred in providing the Bus Service pursuant to this Agreement, subject to any limitations applicable to such payments contained in this Agreement or the Applicable Laws as follows:

- a. **5307 Federal Funding Payments.** If 5307 Federal Funding payments are approved for payment to the Carrier, the County will deliver a statement to the Carrier, either electronically via email or fax or by via regular mail, specifying the amount(s) to be paid to the Carrier for the Carrier's reimbursable operating or other eligible expenses incurred in carrying out a Project, subject to any limitations applicable to such payments contained in this Agreement or Applicable Laws together with any program requirements that are a condition of approval by the FTA related to the 5307 Federal Funding (each, a "5307 Statement"). If such a 5307 Statement is delivered to the Carrier by the County, subject to the terms and conditions of this Agreement, the County will pay to the Carrier the Carrier's share specified in the 5307 Statement. This Agreement is not a guarantee of 5307 Federal Funding. 5307 Federal Funding will be provided only if and when the FTA has approved one (1) or more 5307 Federal Grant Funding Agreements between the FTA and the County.
- b. **5311 Federal Funding Payments.** If 5311 Federal Funding payments are approved for payment to the Carrier, the County will provide a statement to the Carrier, either electronically via email or fax or by via regular mail, specifying the amount(s) to be paid to the Carrier for the Carrier's reimbursable operating or other eligible expenses incurred in carrying out a Project, subject to any limitations applicable to such payments contained in this Agreement or Applicable Laws, and/or any program requirements that are a condition of approval by the FTA as the grantor, the NYSDOT as the recipient, or the County as the subrecipient related to the 5311 Federal Funding (each, a "5311 Statement"). If such a 5311 Statement is delivered to the Carrier by the County, subject to the terms and conditions of this Agreement, the County will pay to the Carrier the Carrier's share specified in the 5311 Statement. This Agreement is not a guarantee of

5311 Federal Funding. 5311 Federal Funding will be provided only if and when the State has approved one (1) or more 5311 Federal Grant Funding Agreements between the County and the State for such Federal funding assistance from the FTA.

c. State STOA Funding Payments.

i. Determination of Carrier's Allocation of State STOA Funding and Local Match.

The County will make applications to the NYSDOT on the NYSDOT's Form OPT-5B, or its successor form, approximately quarterly certifying the total Revenue Passengers carried and Revenue Miles provided in revenue service of all carriers providing Bus Service in Orange County, New York, including Carrier's Bus Service. The County's application is prepared by using the Carrier's Quarterly Operating Certification delivered to the County pursuant to Section 9 of this Agreement together with all the other carrier's similar certifications. After processing the County's quarterly application, NYSDOT delivers to the County a letter with calculations detailing: (1) the total quarterly STOA Payment payable to the County for the calendar quarter; (2) each carrier's allocated share of that quarterly STOA Payment (each, a "STOA Allocation"); and (3) each carrier's local match for that calendar quarter ("STOA Local Match"). Approximately quarterly, the County will submit a voucher to the Carrier in the amount of the Carrier's STOA Allocation for the prior calendar quarter and notify the Carrier of the Carrier's STOA Local Match for the prior calendar quarter (each, a "Quarterly STOA Statement").

ii. Payment by Carrier of Carrier's STOA Local Match and Payment by County of Carrier's STOA Allocation. Within thirty (30) calendar days of receipt of the Quarterly STOA Statement, the Carrier shall pay to the County the Carrier's STOA Local Match. Following receipt of the STOA Local Match, the County will pay to the Carrier the Carrier's STOA Allocation after deducting reasonable auditing and other customary STOA expenses.

14. INDEMNIFICATION. To the fullest extent permitted by law, the Carrier will protect, defend, indemnify, and hold the County and its officials and employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character imposed upon, or incurred by, or asserted against the County, directly or indirectly, resulting from, arising out of, or relating to the Carrier's provision of Bus Service and/or the Carrier's performance, or the Carrier's employees, subcontractors, or agents' performance of this Agreement, including, but not limited to, the amount of judgments, penalties, interest, court costs, and legal fees. The Carrier will investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense and will bear all other costs and expenses related thereto, even if such loss, claim, lien, demand, or cause of action is groundless, false, or fraudulent. The obligations of the Carrier under this Section 13 of this Agreement shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration in this Agreement of required insurance coverage set forth in Section 14 of this Agreement or Applicable Laws.

15. INSURANCE.

a. **Intrastate Bus Service.** To the extent that Carrier's Bus Service operates intrastate, the Carrier shall:

- i. **Required Coverages and Minimum Limits.** The Carrier shall maintain at all times during the term of this Agreement at its own expense, insurance of the kinds and in the amounts required in this Section 14(a) of this Agreement, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the NYSDOT, covering all operations under this Agreement, whether performed by the Carrier or its subcontractors, agents, or employees. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement and the type of Bus Service and equipment operated by the Carrier. Except for workers' compensation and disability insurance, the Carrier shall name the County as additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) are the sole obligation of the Carrier. Notwithstanding anything to the contrary in this Agreement, the Carrier irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance policies described in this Section 14(a) of this Agreement. The provision of insurance by the Carrier will not in any way limit the Carrier's liability under this Agreement. Before operating the Bus Service intrastate and continuously during the term of this Agreement, the Carrier shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that Carrier is in compliance with this Section 14(a) of this Agreement. The kinds and amounts of insurance are as follows:
- ii. **Workers' Compensation Insurance.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of workers' compensation insurance covering the obligations of the Carrier at the State statutory limit.
- iii. **Disability Insurance.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.
- iv. **Bodily Injury, Automobile, and Property Damage.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of bodily injury liability and property damage and automobile liability coverage in accordance with the Applicable Laws covering the operations of the Carrier, at adequate limits for the protection of all Parties and subject to the approval of the County as follows:
 - I. **Primary Coverage.** The minimum combined single limit for bodily injury and property damage (broad form general liability coverage) and automobile liability coverage is \$1,000,000.00.

2. *Additional Excess Coverage For Use of County-Owned Equipment.* To the extent that the Carrier is operating Bus Service using County-owned equipment, the Carrier must maintain excess coverage in the minimum amount of \$4,000,000.
- v. *Self-Insured Carriers.* If the Carrier is self-insured, the Carrier shall furnish the County with a statement from its chief executive officer or legal counsel stating that the Carrier will provide the required insurance coverage and will name the County as an additional insured. All liability insurance must cover and be applicable to all owned, non-owned, hired, or temporarily used vehicles by the Carrier.
- vi. *Required Clauses and Endorsements.*
 1. *Notice of Cancellation or Reduction of Insurance.* Each insurance policy required to be maintained by the Carrier pursuant to Section 14(a) of this Agreement and the corresponding certificate of insurance to be supplied by the Carrier to the County must state thereon that such insurance must not be cancelled, including, without limitation, for non-payment of premium, nor materially amended, nor coverage thereunder reduced without at least thirty (30) calendar days' written notice to the County's Risk Management Division and the County's Commissioner of Planning and the Commissioner, and that similar notice will be given prior to the expiration of the policy, if the policy is not to be renewed or if coverage is to be reduced upon renewal.
 2. *Primary Coverage Without Right of Contribution.* Each policy of insurance must contain clauses to the effect that such insurance will be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests.
- b. *Interstate Bus Service.* To the extent that Carrier's Bus Service operates in interstate commerce outside the bounds of the State, the Carrier shall:
 - i. *Required Coverages and Minimum Limits.* Pursuant to 49 C.F.R. 387 et seq, adopted by the NYSDOT with the same force and effect as though set forth fully at length in 17 N.Y.C.R.R. 750.3, the Carrier shall maintain at all times during the term of this Agreement at its own expense, insurance of the kinds and in the amounts required in this Section 14(b) of this Agreement, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the NYSDOT, covering all operations under this Agreement, whether performed by the Carrier or its subcontractors, agents, or employees. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement and the type of Bus Service and equipment operated by the Carrier. Except for workers' compensation and disability insurance, the Carrier shall name the County as additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the

liability to pay premiums) are the sole obligation of the Carrier. Notwithstanding anything to the contrary in this Agreement, the Carrier irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance policies described in this Section 14(b) of this Agreement. The provision of insurance by the Carrier will not in any way limit the Carrier's liability under this Agreement. Before operating the Bus Service and continuously during the term of this Agreement, the Carrier shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that Carrier is in compliance with this Section 14(b) of this Agreement. The kinds and amounts of insurance are as follows:

- ii. **Workers' Compensation Insurance.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of workers' compensation insurance covering the obligations of the Carrier at the State statutory limit.
- iii. **Disability Insurance.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.
- iv. **Bodily Injury, Automobile, and Property Damage.** The Carrier shall maintain, at all times during the term of this Agreement, a policy or policies of bodily injury liability and property damage and automobile liability coverage in accordance with the Applicable Laws covering the operations of the Carrier, at adequate limits for the protection of all parties and subject to the approval of the County. Adequate coverage is set according to bus seating capacity and is no less than:
 - 1. **Vehicle Seating Capacity of Sixteen (16) or More Including Driver.**
 - (a) *Primary Coverage.* The minimum combined single limit for bodily injury and property damage (broad form general liability coverage) and automobile liability coverage for a vehicle with seating capacity of sixteen (16) or more passengers including the driver is \$5,000,000.00.
 - (b) *Additional Excess Coverage For Use of County-Owned Equipment.* To the extent that the Carrier is operating Bus Service using County-owned equipment, the Carrier must maintain excess coverage in the minimum amount of \$5,000,000.
 - 2. **Vehicle Seating Capacity of Fifteen (15) or Less Including Driver.**
 - (a) *Primary Coverage.* The minimum combined single limit for bodily injury and property damage (broad form general liability coverage) and automobile liability coverage for a vehicle with seating capacity of fifteen (15) or less passengers including the driver is \$1,500,000.00.

(b) *Additional Excess Coverage For Use of County-Owned Equipment.* To the extent that the Carrier is operating Bus Service using County-owned equipment, the Carrier must maintain excess coverage in the minimum amount of \$5,000,000.

v. **Self-Insured Carriers.** If the Carrier is self-insured, the Carrier shall furnish the County with a statement from its chief executive officer or legal counsel stating that the Carrier will provide the required insurance coverage and will name the County as an additional insured. All liability insurance must cover and be applicable to all owned, non-owned, hired, or temporarily used vehicles by the Carrier.

vi. **Required Clauses and Endorsements.**

1. **MCS-90B Endorsement.** The Carrier shall maintain, at its principal place of business, proof of the required insurance and financial responsibility in the form of Endorsement(s) for Motor Carriers of Passengers Policies of Insurance for Public Liability Under Section 18 of the Bus Regulatory Reform Act of 1982 (Form MCS-90B) issued by an insurer.

2. **Notice of Cancellation or Reduction of Insurance.** Each insurance policy required to be maintained by the Carrier pursuant to Section 14(b) of this Agreement and the corresponding certificate of insurance to be supplied by the Carrier to the County must state thereon that such insurance must not be cancelled, including, without limitation, for non-payment of premium, nor materially amended, nor coverage thereunder reduced without at least thirty-five (35) calendar days' written notice to the County's Risk Management Division and the County's Commissioner of Planning and the Commissioner, and that similar notice will be given prior to the expiration of the policy, if the policy is not to be renewed or if coverage is to be reduced upon renewal. Any notice of reduction, cancellation, or non-renewal shall be in the form set forth in Appendix B-7 of Title 17 N.Y.C.R.R. designated "Form K – Uniform Notice of Cancellation of Motor Carrier Insurance Policies."

3. **Primary Coverage Without Right of Contribution.** Each policy of insurance must contain clauses to the effect that such insurance will be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests.

16. **TERM.** Unless terminated earlier in the manner provided for in Section 16 of this Agreement, the term of this Agreement is five (5) year(s) commencing on April 1, 2025 and ending March 31, 2030.

17. **TERMINATION OR SUSPENSION.**

a. **Breach; Remedies.** In the event the Carrier fails to perform, keep or observe any term, provision, condition, covenant, or agreement of this Agreement, or Applicable Laws, or

any rule or regulation of a supervisory authority having regulatory power or responsibility for the Bus Service, the County may, at its option and in its sole discretion, withhold payment of any part or all of the Transit Funding to be provided under this Agreement, and/or may pursue any other remedy available at law or in equity, including terminating or suspending any or all of the County's obligations under this Agreement until the event or condition resulting in such termination or suspension has ceased or been corrected to the satisfaction of the County. Upon such termination or suspension of the County's obligations under this Agreement for the Carrier's default, the County will have no further liability or obligation to the Carrier under this Agreement. A waiver of any right or obligation accruing under this Agreement will not be deemed a permanent waiver of that right or obligation, nor of any other right or obligation.

- b. **Without Cause; Convenience.** In addition to termination for default or breach as provided in Section 16(a) of this Agreement, the County may, upon ninety (90) calendar days' written notice to the Carrier delivered in the manner provided for in Section 18(a) of this Agreement, and written notice to the NYSDOT, terminate this Agreement without incurring liability to the Carrier.
- c. **Suspension or Discontinuation of Bus Service.** If the Carrier discontinues the Project or Bus Services, or if, for any reason, the commencement, prosecution, or timely completion of the Project or Bus Service by the Carrier is rendered improbable, impossible, or illegal, the County, upon written notice to the Carrier, may terminate any or all of the County's obligations under this Agreement or may suspend any or all of the County's obligations under this Agreement until the event or condition resulting in such termination or suspension has ceased or been corrected to the satisfaction of the County.
- d. **Effect of Termination or Suspension.** Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of Project activities and such other action as the County deems necessary in order to minimize the cost basis for reimbursement; (2) furnishing a status report of the Project activities and the Project Account and a proposed schedule, plan, and budget for terminating or suspending the Project; and (3) furnishing an estimate of costs. If the Carrier fails to furnish, within a reasonable time, a schedule, plan, and budget for the termination or suspension of the Project, the termination or suspension will be carried out in accordance with such terms and conditions as the County may impose.
- e. **Obligations Following Termination or Expiration of this Agreement – Closeout Procedures.** Upon expiration or the earlier termination of this Agreement, the Carrier shall comply with any and all County, FTA and/or NYSDOT (as applicable) closeout procedures including, but not limited to: (1) furnishing all financial, performance, and other reports relating to the Transit Funding within sixty (60) calendar days of the date of expiration or termination of this Agreement; (2) accounting for and refunding to the County any unexpended funds which have been paid to the Carrier pursuant to this Agreement within thirty (30) calendar days of the expiration or termination of this Agreement; (3) furnishing an inventory to the County of all equipment, appurtenances

and property purchased by the Carrier through or provided under this Agreement within thirty (30) calendar days of the expiration or termination of this Agreement and promptly carrying out any County directive concerning the disposition thereof (2 C.F.R. 200.310 through 200.316); (4) complying with all audit requirements (Subpart F of 2 C.F.R. 200); and (5) complying with all records retention requirements (2 C.F.R. 200.334 through 200.337). Notwithstanding any other provision of this Agreement, the Carrier shall not be relieved of liability to the County for damages sustained by the County by virtue of the Carrier's breach of this Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to the Carrier for the purposes of set-off until such time as the exact amount of damages due to the County from the Carrier is determined. The rights and remedies of the County provided in this Section 16 of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

18. INDEPENDENT CONTRACTOR. In operating Bus Service, the Carrier shall operate as, and have the status of, an independent contractor and shall not act as an agent, or be an agent, of the County. In accordance with such status as an independent contractor, the Carrier covenants and agrees that neither the Carrier or its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or any department, agency, or unit of the County, by reason of this Agreement, and that the Carrier will not, by reason of this Agreement, make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, health coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

19. GENERAL PROVISIONS.

a. Notices. Except as otherwise provided in this Agreement, any notice, demand, or communication required or permitted to be given by one Party to the other shall be in writing and addressed to the Party to whom notice is to be given at the address set forth below, or at such other address as a Party may designate in writing to the other Party delivered in accordance with the provisions of this Section 18(a), and (i) personally served, (ii) deposited in the United States mail, duly registered or certified with postage fully prepaid thereon, or (iii) delivered by an overnight courier service that confirms delivery:

i. Addresses for Notices.

1. To the County: County of Orange, Department of Planning and Development, 124 Main Street, Goshen, New York 10924, Attn: Transit Coordinator.
2. To the Carrier: Town of Newburgh, 1496 NY-300, Newburgh, New York. 12550, Attn: Dawn Thompson.

ii. Effective Date of Notices. Notice shall be effective and deemed delivered and received upon receipt or refusal to receive, in the event of personal service; or on the

fifth (5th) day following the date of depositing the notice in the United States mail; or on the day following presentment of the notice to an overnight courier service for delivery.

- b. **Force Majeure.** A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.
- c. **Assignment.** The Carrier shall not assign any of its rights, interests, or obligations under this Agreement, or subcontract any of the obligations or Bus Service to be performed by the Carrier under this Agreement, without the prior express written consent of the County Executive of the County. Any such assignment, subcontract, transfer, conveyance, or other disposition without such prior written consent shall be void and will not be compensated. Any assignment or subcontract properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by the Carrier for the benefit of its creditors made pursuant to the laws of the State. This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.
- d. **No Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election contained in this Agreement, will not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same will continue and remain in full force and effect with respect to any subsequent breach or omission.
- e. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- f. **Headings for Convenience and Reference Only.** Headings of sections and subsections of this Agreement are inserted for convenience and reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
- g. **Governing Law; Venue.** This Agreement is governed by the laws of the State. Any cases or controversies arising under this Agreement or out of the relationship between the Parties will be heard in Supreme Court of the State with venue in Orange County, New York or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
- h. **Sexual Harassment Certification.** Pursuant to the State Finance Law §139-1, by execution of this Agreement, the Carrier and the individual signing this Agreement on behalf of the Carrier certifies, under penalty of perjury, that the Carrier has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such

policy shall, at a minimum, meet the requirements of Section 201-g of the State Labor Law. A model policy and training has been created by the State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

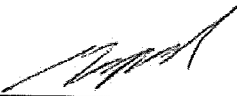
- i. **Signatures.** This Agreement may be executed in two or more counterparts, each of which together is deemed an original, but all of which together constitutes one and the same instrument. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.
- j. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. No amendment or variation of the terms of this Agreement will be made except in writing, dated and signed by the principals of the Parties in the same manner as this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the Parties as of the date first above written.

COUNTY OF ORANGE

TOWN OF NEWBURGH

By: _____
Stefan (Steven) M. Neuhaus
County Executive

By:  _____
Gil Piaquadio
Town Supervisor

Date: _____

Date: _____

APPENDIX A-1
FTA CONTRACT CLAUSES

APPENDIX A-2
OMB FEDERAL GRANT AWARD REQUIRED CLAUSES

1. **CONFLICTS OF INTEREST.** The FTA requires all subrecipients of Federal assistance including Transit Funding to establish and maintain written standards of conduct covering conflicts of interest.
 - a. **Written Standards of Conduct.** The Carrier will establish and maintain written standards of conduct concerning conflicts of interest that apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third-party contract or subcontract: (i) the Carrier's officers, employees, board members, or agents engaged in the selection, award, or administration of any third-party agreement; (ii) immediate family members or partners of those listed in clause (i) of this subsection (a), and (iii) an entity or organization that employs or is about to employ any person that has a relationship with the Carrier listed in clauses (i) or (ii) of this subsection (a).
 - b. **Prohibitions.** The standards of conduct must prohibit those individuals listed above in subsection (a) from: (i) engaging in any activities involving the Carrier's present or potential third-party contractor(s) or subcontractor(s) at any tier, including selection, award, or administration of a third-party agreement in which the individual has a present or potential financial or other significant interest; and (ii) accepting a gratuity, favor, or anything of monetary value from a present third-party contractor or subcontractor, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value.
 - c. **Penalties and Sanctions.** The standards of conduct must establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in subsection (a) and the Carrier's third-party contractor(s) or subcontractor(s).
 - d. **Notification of Conflicts.** If the Carrier learns of facts or circumstances which could give rise to a conflict of interest during the term of the Agreement, the Carrier will immediately notify the County in writing. The notice must include a full disclosure and the Carrier's proposal for avoiding, mitigating, or neutralizing the conflict. The County retains the right to take other appropriate action to eliminate the conflict of interest and the Carrier will cooperate as reasonably requested by the County. The County may terminate the Agreement under Section 16 of the Agreement if the County determines: (i) a conflict of interest cannot be adequately avoided, neutralized, or mitigated; or (ii) the Carrier was aware of any conflict of interest described in this section prior to the award and execution of the Agreement and failed to disclose it.
2. **MANDATORY DISCLOSURES.** The Carrier, by its execution of the Agreement certifies to the FTA and the County that the Carrier has no violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting Federal assistance including, but not limited to the Transit Funding. The Carrier will report, in a timely manner,

in writing to the FTA and the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting Federal assistance including, but not limited to the Transit Funding (2 C.F.R. 200.113).

3. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** As appropriate and to the extent consistent with law, the Carrier should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements (2 C.F.R. 200.322).
4. **BREACH AND REMEDIES.** The clauses addressing the administrative, contractual, and legal remedies for the Carrier's breach of the Agreement are set forth in Section 16 of the Agreement (2 C.F.R. 200, App. II(A)).
5. **TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE.** The clauses addressing the termination of the Agreement for cause and for convenience are set forth in Section 16 of the Agreement (2 C.F.R. 200, App. II(B)).
6. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.** The Carrier will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Carrier will promptly report any and all violations to the FTA, the Regional Office of the Environmental Protection Agency (EPA) and the County (2 C.F.R. 200, App. II(G)).
7. **DEBARMENT AND SUSPENSION.**
 - a. **Debarment and Suspension.** The Carrier will comply, and assures the compliance of each subrecipient, lessee, or third-party contractor at any tier, with federal non-procurement debarment and suspension regulations (2 C.F.R. 180 and 200) as adopted and supplemented by USDOT regulations at 2 C.F.R. 1200 "*Nonprocurement Suspension and Debarment*," including any amendments thereto, implementing Executive Orders 12549 and 12689 "*Debarment and Suspension*" 31 U.S.C. § 6101 note, and other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended contractors throughout the term of the Agreement. The Carrier agrees to, and assures that its subrecipients, lessees, and third-party contractors will review the US. General Services Administration "System for Award Management – Lists of Parties Excluded from Federal Procurement and NonProcurement Programs," at www.sam.gov, before entering in any third party subagreement, lease, or third-party contract (2 C.F.R. 200, App. II(J)).
 - b. **Integrity Certification.** The Carrier, by its execution of the Agreement, certifies or affirms to the FTA and the County that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency. The Carrier

acknowledges that this certification is a material representation of fact upon which the County relied upon in entering the Agreement and awarding the Transit Funding. If it is later determined that the Carrier knowingly rendered an erroneous certification, in addition to other remedies available to the FTA or the County, the FTA or the County may pursue any and all available remedies, including suspension and/or debarment. The Carrier shall provide to the County immediate written notice if at any time the Carrier learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

8. **BYRD ANTI-LOBBYING CERTIFICATION.** The Carrier, by its execution of the Agreement, certifies or affirms to the FTA and the County, as follows:

- a. No Federal appropriated funds including, but not limited to the Transit Funding, have been paid or will be paid, by or on behalf of the Carrier, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement, Federal contract, grant, loan, or cooperative agreement, the Carrier shall complete and submit the "*Standard Form-LLL, 'Disclosure Form to Report Lobbying,'*" in accordance with its instructions.
- c. The Carrier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into.
- e. This certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352.
- f. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- g. The Carrier further certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. The Carrier understands and agrees that the provisions of 31 U.S.C. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any (2 C.F.R. 200, App. II(I)).

APPENDIX B
STATE STANDARD CLAUSES

**APPENDIX C
SUPPLEMENTAL TITLE VI PROVISIONS
(CIVIL RIGHTS ACT)**

APPENDIX F
STATE OPERATING ASSISTANCE (STOA) FUNDING

The State Operating Assistance (STOA) awarded under the Agreement includes the following:

Awarding Agency	New York State Department of Transportation
Period of Availability of STOA Funding	CY 2025
Anticipated STOA Funding Awarded to the Carrier	\$112,750.00

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

Town of Newburgh
BUSINESS NAME

SIGNATURE

Gilbert Piagnadio
NAME

Supervisor
TITLE

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): ☒ No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names, individual or entity due to the intentional provision of false or incomplete information? (Please circle): ☒ No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.



#91
Gil Piaquadio <supervisor@townofnewburgh.org>

trolley for Memorial Day Parade on 5/18 in New Windsor

1 message

Jessica Dickinson <jdickinson@newwindsor-ny.gov>

Wed, Apr 9, 2025 at 4:38 PM

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

Cc: Stephen Bedetti <sbedetti@newwindsor-ny.gov>, Laura Vance <lvance@newwindsor-ny.gov>

Supervisor Piaquadio,

I hope this email finds you well!

Thank you for once again considering the use of your trolley for our Memorial Day Parade on 5/18/25.

Please let us know if this request is approved and if the Town of New Windsor needs to provide you with any additional information.

In appreciation,

Jessica Dickinson

Director of Parks & Recreation

Town of New Windsor

Office: 845-565-7750

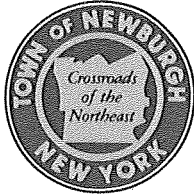
Fax: 845-420-6369

www.nwrecisfun.com

NEW WINDSOR RECREATION

244 Union Avenue

New Windsor, NY 12553



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#10A & 10Biii

GIL PIAQUADIO
Supervisor

845-564-4552
Fax: 845-566-9486
e-mail: supervisor@townofnewburgh.org

April 11, 2025

10 A - Ethics Board member –

Looking for a motion to appoint Lee Zawistowski to the Ethics board, this is due to Michael Schreiber resigning, the term expires July 2025.

10 B Zoning Board member –

Looking for a motion to appoint Latwan Banks to the Zoning Board. This is to complete a five-year term. Term will run until 12/30.



#10Bi

Lisa Ayers <town-clerk@townofnewburgh.org>

Board Reappointment

Donna Rein <donnarein@gmail.com>
To: Town-clerk@townofnewburgh.org

Thu, Apr 10, 2025 at 11:52 AM

Hi Lisa,

This is Donna Rein and I am requesting to be reappointed to my position on the Zoning Board of Appeals.

If there are any questions, concerns or additional information required please feel free to contact me at any time.

Thank you.
Donna Rein

Cc: Darrin Scalzo

Sent from my iPhone



#10Bii

Lisa Ayers <lisaayers@townofnewburgh.org>

Darrell Bell Zoning Board

Darrell Bell <~~darrellbell1012@yahoo.com~~>

Thu, Apr 10, 2025 at 11:30 AM

To: Lisa Ayers <lisaayers@townofnewburgh.org>

Lisa,

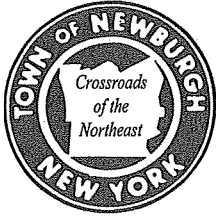
I just received a call about staying on the Zoning Board, I would like to remain and be approved at the next meeting. Please notify me when you get this email.

Thank You

Darrell Bell

Sent from my iPhone

#11A



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: April 7th, 2025

RE: Spring Leaf and Brush Pick-up

I would like to get the approval to have the attached letter published in the local newspapers to inform the Town Residents of the Spring pick-up schedule. Pick-up will be for the week of May 5, 2025 to May 9, 2025 and May 11, 2025 for calls.

If you have any questions you may feel free to contact me in my office.

MH/ts

cc: L. Vance Ayers, Town Clerk



TOWN OF NEWBURGH RESIDENTS

LEAF AND BRUSH PICKUP – SPRING OF 2025

Town trucks will pick up bagged leaves and brush which must be less than 4 inches in diameter & no longer than four (4) feet in length & tied in bundles. Leaves will be in CLEAR BAGS ONLY BY ORDER OF TOWN BOARD. CLEAR BAGS are available at many retail outlets & stores in the Greater Newburgh area. Leaves bagged with DIRT AND STONE mixed in will NOT be picked up. Bags of Grass Clippings, Pine Cones or Pine Needles will NOT be picked up. Town trucks will not return to any area once they have picked up in the area.

Leaves & Brush must be curbside throughout
the entire Town on Monday May 5, 2025 no
later 7:00 A.M.

We wish to **THANK YOU** for your cooperation

A leaf and brush recycling bin is available to the public at the Town of Newburgh Highway Department at 90 Gardnertown Road, Newburgh. Hours are Monday thru Friday 7:00am to 3:00pm.

James Politi, Councilman
Anthony LoBiondo, Councilman

Gil Piaquadio, Supervisor

Paul I. Ruggiero, Councilman
Scott M. Manley, Councilman

BY ORDER OF THE TOWN BOARD Lisa Vance Ayers, Town Clerk

#11B



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

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

COUNSEL

Stewart P. Glenn
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION TO REQUEST REDUCTION IN SPEED
LIMIT ON QUAKER STREET BETWEEN MILL
STREET AND CHURCH STREET
OUR FILE NO. 800.1(B)() (2011)

DATE: APRIL 7, 2025

In accordance with Supervisor Piaquadio's request, enclosed for the Town Board's consideration are the following draft resolution:

RESOLUTION OF TOWN BOARD OF THE TOWN OF
NEWBURGH TO REQUEST REVIEW AND REDUCTION IN SPEED
LIMIT ON QUAKER STREET BETWEEN MILL STREET AND
CHURCH STREET

cc: Town Clerk Lisa M. Vance Ayers (via e-mail)
Bruce Campell, Chief of Police (via e-mail)
Pat Hines, Town Engineer's Representative (via e-mail)
Mark Hall, Highway Superintendent (via e-mail)

DRAFT

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 April, 2025 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF TOWN BOARD OF THE
TOWN OF NEWBURGH TO REQUEST
REVIEW AND REDUCTION IN THE
THE SPEED LIMIT ON QUAKER STREET
BETWEEN MILL STREET AND CHURCH
STREET

Councilman _____ presented the following resolution which was seconded by
Councilman _____.

WHEREAS, the Town Board of the Town of Newburgh has received requests from the public for a lower speed limit on Quaker Street between Mill Street and Church Street from 45 mph to 30 mph; and

WHEREAS, Quaker Street is a Town Highway; and

WHEREAS the roadway has typical residential activities occurring on both sides; and

WHEREAS, residents have expressed concerns that automobiles and commercial vehicles both abiding by and exceeding the posted 45 Mile Per Hour speed limit present a public safety issue; for the residents; and

WHEREAS, the Town Board has reviewed and examined these requests and determined that lowering the speed limit from the current maximum of 45 Miles Per Hour on this section of Quaker Street is in the interest of public safety; and

WHEREAS, pursuant to Vehicle and Traffic Law Section 1622 (1), the New York State Department of Transportation, upon the request of a County Superintendent of Highways and the Town Board of the town affected with respect to both County roads and Town highways in such town, may establish maximum speed limits on or along such highways lower than the fifty five (55) miles per hour statutory maximum speed limit.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh hereby requests the support of the Orange County Commissioner of Public Works in its request to the New York State Department of Transportation for the performance of the required review of the maximum speed limit and the establishment of a reduction of the maximum speed limit on the above

named Town Highway from 45 Miles Per Hour to 30 Miles Per Hour; and

BE IT FURTHER RESOLVED, that by this Resolution, the Town Board of the Town of Newburgh requests the Department of Transportation to perform such review and establish such reduction of the maximum speed limit on the abovementioned Town highway pursuant to its authority under Vehicle and Traffic Law Section 1622(1); and

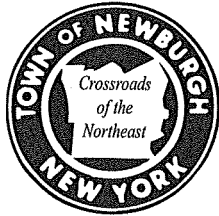
BE IT FURTHER RESOLVED, that the Supervisor, Town Consulting Engineer's Representative and Town Clerk are hereby authorized to prepare, execute and submit, and deliver, in the name and on behalf of the Town Board and the Town of Newburgh all such forms, certificates, documents and papers as may be necessary to effectuate and carry out the content of the foregoing resolutions; and

BE IT FURTHER RESOLVED, that this Resolution take effect immediately.

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

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

The resolution was thereupon declared duly adopted.



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

Date: April 1, 2025

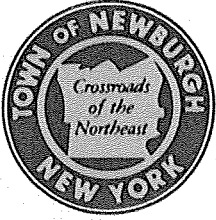
From: Mark Hall, DPW/Highway Superintendent

Re: Start the process to hire FT Auto Mechanic

Due to an unexpected CSEA retirement at our Fleet Dept., I would like to start the process to hire a new full time auto mechanic. Starting pay to be in abidance with the CSEA contract. Any questions please feel free to contact me.

Thank you,

Mark



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

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

PERSONNEL DEPT.

To: Supervisor Piaquadio
Town Council

From: Eileen P Rose, HR Manager *EP*

Date: April 9, 2025

Re: Code Compliance: Building Inspector III Part time

Attached please find Mr. Canfield's employee request form to hire Kenneth Betz as a part time Building Inspector III. Upon your approval Mr. Betz will need to complete all paperwork, physical, drug/alcohol testing and fingerprints. We are requesting a start date on or after April 28, 2025. Mr. Betz has been pre-approved by Orange County Resource. Thank you for your time in this matter.

TOWN OF NEWBURGH

Crossroads of the Northeast

21 Hudson Valley Professional Plaza
Newburgh, NY 12550

CODE COMPLIANCE DEPARTMENT
TELEPHONE 845-564-7801
FAX LINE 845-564-7802

To: Gil Piaquadio, Town Supervisor

Town Board Members

Eileen Rose, Human Resources Manager

Ron Clum, Town Accountant

From: Gerald Canfield, Code Compliance Supervisor

Re: Hiring Building Inspector III, Part-Time

Date: April 9, 2025

I am requesting to hire Kenneth Betz to fulfill the vacant part-time Building Inspector III position. Mr. Betz has been interviewed by Human Resources Manager Eileen Rose, Deputy Supervisor Scott Manley, Code Compliance Administrative Assistant Lisa Dubaldi and myself on Monday April 7th. Mr. Betz has displayed more than compliant qualifications for the position. Additionally, Mr. Betz has been Certified by N.Y.S as Certified Code Enforcement Officer. If approved, I request a start date as soon as all personnel requirements have been met. Thank you.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Kenneth Betz

DEPARTMENT: Code Compliance

TITLE OF POSITION: Building Inspector III

FULL TIME OR PART-TIME: Part-time

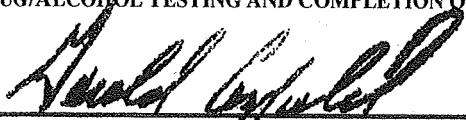
HOURLY RATE: \$ 27.50 phr

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: 3620-001

PROPOSED HIRE DATE: _____

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT FINGERPRINTS, PRE-EMPLOYMENT PHYSICAL, DRUG/ALCOHOL TESTING AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

4/9/2025
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH
WATER AND SEWER DEPARTMENT
308 GARDNERTOWN ROAD
NEWBURGH, NY 12550

#13A

STEVEN GROGAN
MANAGER

PHONE: 845-564-7813
FAX: 845-566-8903

To: Gil Piaquadio, Supervisor, and Town Board Members

From: Steve Grogan, Water & Sewer Department Manager

Date: April 10, 2025

Subject: Spring 2025 Hydrant Flushing

The Town of Newburgh Water Department will be conducting Fire Hydrant Flushing starting on Monday, May 5, 2025 and will continue until completion on or before Friday, May 16, 2025.

Pending Town Board approval, the Town Clerk will be notified to publish notices in the Town's official newspaper. Also, please post notice on the Town's website.

CC: Pat Hines, Town Engineer
Town Clerk's Office
Amanda Gilardo, Filter Plant

April 14th Town Board Meeting

Prices were received to repair/replace 130 linear feet of sewer line.

at Colden Park

Nannini & Callahan Excavating	\$ 18,900.00
-------------------------------	--------------

Valley Contracting	\$ 35,500.00
--------------------	--------------

Spagnoli Excavating	\$ 50,500.00
---------------------	--------------

I am recommending the award to Nanni & Callahan Excavating at a cost of \$ 18,900.00

NANNINI & CALLAHAN EXCAVATING, INC.

P.O. BOX 163
CORNWALL, NY 12518

(845) 534-9674 FAX (845) 534-5517
Website: www.nannini-callahan.com

March 29, 2025

Town of Newburgh Sewer Department
311 NY. Rt. 32
Newburgh, NY 12550

Re: #3-#7 Windwood Dr
Newburgh, NY 12550

The following is our proposal for the above referenced project:

SCOPE OF WORK:

Mobilizations/Demobilizations

Supply equipment, labor and materials to repair/replace existing 8in sewer main (approx. 130lf.)

Supply trucking and backfill materials (item 4) with compaction

Supply trucking for removal of excavated materials

Total:

\$18,900.00 (excludes tax)

Exclusions: Permits, engineering, sewer by-pass pumping, unsuitable soils, rock excavation(hammering), repairs to un-marked utilities, damage expenses to unmarked utilities, landscaping, landscape repairs, blacktop repairs, existing sewer pipe removals, transite/a/c pipe removals, sewer pipe/manhole testing.

***Priced at Prevailing Rates**

***Pipe and repair materials supplied by the Town of Newburgh Sewer Department.**

***Rock excavation (additional if needed) \$425/hr.**

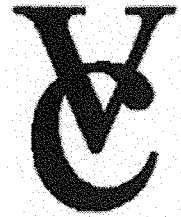
***Any additions to the scope of work provided will be charged accordingly at time and material rates.**

Very truly yours,
Matthew A. Callahan
Vice President
Nannini & Callahan Excavating, Inc.

ESTIMATE

Valley Contracting Inc.
444 Plank Rd
Newburgh, NY 12550

valleycontractinginc@msn.com
+1 (845) 566-0680



Town Of Newburgh Sewer Dept.

Bill to

308 Gardnertown Rd.
Newburgh
NY
12550

Ship to

308 Gardnertown Rd.
Newburgh
NY
12550

Estimate details

Estimate no.: 1404
Estimate date: 03/28/2025

#	Product or service	Description	Qty	Rate	Amount
1.	SCOPE OF WORK	Provide machine, tools and labor replacing 130 LF sewer main. Starting point at manhole in front of 3 Winwood Dr. ending at connection of 7 Winwood Dr. making connections to 3,5,8 Winwood Dr. All connections to be made within 5' of existing sewer main. Removal of spoils, backfill with select materials and 4" hot mix asphalt for repairs.		\$0.00	\$0.00
2.	Machine-Labor	Trenching, labor, house invert connections, backfill, clean up	1	\$35,500.00	\$35,500.00
3.	Exclusions	Permit fees, pipe materials, asphalt repairs, underground utility locations		\$0.00	\$0.00
Total					\$35,500.00

Accepted date

Accepted by



Spagnoli Excavating & Sons, Inc.

PO Box 4288

New Windsor, NY 12553

SEPTIC SYSTEMS & REPAIRS • SEWER & WATER LINES
BULLDOZING • TRUCKING • BACKHOE • SEPTIC PUMPING
WATER MAINS • SEWER MAINS
DRAIN CLEANING & SEWER JETTING
24 HOUR EMERGENCY SERVICE
PORTABLE TOILETS
COMMERCIAL & RESIDENTIAL
FULLY INSURED



Name / Address

Town of Newburgh Sewer Dept.
308 Gardnertown Road
Newburgh, N.Y. 12550

Estimate

Date 3/27/2025 Estimate # 1776

Description	Qty	Cost	Total
-------------	-----	------	-------

COLDEN PARK

This price includes excavation and installation of 130 ft of sewer main with five sewer lateral tie ins. This price includes 6 inch stone bedding for the main. Compacted RCA will be used for backfill of the trench.

We have also included a hydrovac truck to uncover gas and water crossings as well as sewer lateral tie ins to prevent any possibility of damaging utilities that will be crossed.

Excavation, crew and equipment	1	45,000.00	45,000.00
Item 4 & stone	1	5,500.00	5,500.00

steve_grogan@townofnewburgh.org

Total

\$50,500.00

Thank you for accepting our estimate. If you are interested please sign & return by mail or fax.

If any unmarked utilities are hit, it will be an extra to do the repair

X _____ X _____
Customer signature Date

Phone #	Fax #	E-mail
8455626877	845-562-8910	Spagnoliexcavating@gmail.com



#14A

TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 3-26-25

I am requesting authorization to use the T-94 account to pay for Vet service: N.V.H

*Totaling: \$ 670.89

Canine: \$ 506.39

Feline: \$ 164.50

Other: \$

TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DEPARTMENT

Animal Control

CLAIMANT'S

NAME

AND

ADDRESS

Newburgh Veterinary Hospital
1716 Route 300
Newburgh, NY 12550
(845) 564-2660

TERMS

Net 30 Days

Invoice #

DO NOT WRITE IN THIS BOX

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

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
3/8/25	923025			17.00 ✓
3/10/25	923246			254.58 ✓
3/17/25	923988			182.81 ✓
3/26/25	924264			52.00 ✓
			TOTAL	506.39

CLAIMANT'S CERTIFICATIONDoram Cast

I, Doram Cast, certify that the above account in the amount of \$ 506.39 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or refunded; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/26/25

DATE

Doram Cast

SIGNATURE

Practice Mgr

TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

3/26/25

Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 03-26-25 at 4:46p
Date: 03-08-25
Account: 19984
Invoice: 923025

Date	For	Qty	Description	Price	Discount	Net Price
03-05-25	Holly 73-24	1	Canine Dist/A2/Parainfluenza/Parvo	64.00	47.00	17.00 **
	Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis					
Total charges, this invoice...						17.00
**Total discount included: 47.00						

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

Reminders for: Holly 73-24 (Weight: 3.6 lbs - 13w)	Last done
03/26	Canine Dist/Aden/Parainfluenza
12/25	Pro-Heart 12 (51-100lbs)
08/25	Canine Kennel Cough Vacc -1 ye
06/25	HEARTWORM TEST
06/25	FECAL EXAM
04/25	CANINE RABIES / 1YEAR

Holly 73-24's weight history (in lbs)

02-03-25	3.60
----------	------

LIKE US ON FACEBOOK.COM!

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

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

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

INVOICE

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

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

Printed: 03-26-25 at 4:45p
Date: 03-10-25
Account: 19984
Invoice: 923246

Date	For	Qty	Description	Price	Discount	Net Price
03-10-25	Maverick 5-24	1	Weight Monitoring			0.00
03-10-25		1	FECAL PARASITE SCREEN + GIA	83.50	63.50	20.00 **
03-10-25		1	Neuter/Canine- Town of Newburgh			140.00
03-10-25		1	Anesthesia- Isoflurane	454.00	454.00	0.00 **
03-10-25		1	---BloodPressureMonitoring w/anes			0.00
03-10-25		1	---PulseOximeterMonitoring w/Anes			0.00
03-10-25		1	-CapnographMonitoring w/Anesthe			0.00
03-10-25		1	----Recovery in Heated Cage			0.00
03-10-25		1	----Warm Water Blanket in Surgery			0.00
03-10-25		0.15	-HydromorphoneInject 10mg/ml Co			0.00
03-10-25		3	Penicillin G Inject / ml (in hosp)	33.30	33.30	0.00 **
03-10-25		1	Oral, Topical medication administr	12.60	12.60	0.00 **
03-10-25		0.65	-TelazolInject Control Log / ml			0.00
03-10-25		1	LYME,HW,EHRlichia,ANAPLAS	125.00	95.00	30.00 **
03-10-25		1	CANINE RABIES / 1YEAR	64.00	46.00	18.00 **
03-10-25		1	Canine Dist/A2/Parainfluenza/Parvo	64.00	47.00	17.00 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI, the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis						
03-10-25		1	Canine Respiratory Complex- Bord	64.00	47.00	17.00 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.						
03-10-25		1	PEDICURE- simple	22.00	22.00	0.00 **
03-10-25		1	Elizabethan Collar 30cm	32.50	25.58	6.92 **
03-10-25		10	Amoxicillin 500mg capsule #38948	24.55	23.73	0.82 **
03-10-25		5	Carprovet Tabs 100mg #389486	23.65	20.99	2.66 **
03-10-25		28	Trazodone 100mg tablets #389487	29.63	27.45	2.18 **

Total charges, this invoice...

254.58

**Total discount included: 918.15

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

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

INVOICE

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

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

Printed: 03-17-25 at 12:58p
Date: 03-17-25
Account: 19984
Invoice: 923938

Date	For	Qty	Description	Price	Discount	Net Price
03-17-25	Chase 26-24	60	Apoquel Chew 16mg #389890	195.00	64.19	130.81 **
03-17-25	Lainey 7-25	1	CANINE RABIES / 1YEAR	64.00	46.00	18.00 **
03-17-25		1	Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00 **
Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.						
03-17-25		1	Canine Respiratory Complex- Bord	64.00	47.00	17.00 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.						
03-17-25		1	Weight Monitoring			0.00
Total charges, this invoice...						182.81
**Total discount included: 204.19						

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

Reminders for: Lainey 7-25 (Weight: 22.7 lbs - 18w)		Last done
03/26	CANINE RABIES / 3 YEAR	
03/26	Canine Kennel Cough Vacc -1 ye	03-17-25
11/25	Pro-Heart 12 (51-100lbs)	
05/25	HEARTWORM TEST	
05/25	FECAL EXAM	
04/25	CANINE DIST/A2/PI/PARVO 1Y	
03/25	Spay your pet at 5-6 months	

Next appointment for Lainey 7-25		Qty
03-31-25	At: 11:50a With: Sx-Dent-U/S-CT	

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 03-20-25 at 1:04p
Date: 03-20-25
Account: 19984
Invoice: 924264

Date	For	Qty	Description	Price	Discount	Net Price
03-20-25	Kendra 9-25	1	CANINE RABIES / 1YEAR	64.00	32.00	32.00 ** 18 ⁰⁰
03-20-25		1	Canine Respiratory Complex- Bord	64.00	32.00	32.00 ** 17 ⁰⁰
	Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.					
03-20-25		1	Canine Dist/A2/Parainfluenza/Parvo	64.00	32.00	32.00 ** 17 ⁰⁰
	Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis					
Total charges, this invoice...						96.00 52 ⁰⁰
**Total discount included: 96.00						

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

Reminders for: Kendra 9-25		Last done
03/26	Canine Dist/Aden/Parainfluenza	
03/26	CANINE RABIES / 3 YEAR	
03/26	Canine Kennel Cough Vacc -1 ye	03-20-25
09/25	Spay your pet at 5-6 months	
09/25	FECAL EXAM	
08/25	Pro-Heart 12 (51-100lbs)	
02/25	HEARTWORM TEST	

Next appointment for Kendra 9-25		Qty
04-03-25	At: 11:00a With: Sx-Dent-U/S-CT	
	Treatments: OHE Canine 7-12 MOS.	1

TOWN OF NEWBURGH

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

DEPARTMENT

Animal Control

CLAIMANT'S
NAME
AND
ADDRESS

Newburgh Veterinary Hospital
1716 Route 300
Newburgh, NY 12550
(845) 564-2660

TERMS

Net 30 Days

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

VOUCHER NO.

Total

Abstract #

Invoice #

Date	Quantity	Description of Materials or Services	Unit Price	Amount
2/26/25	921894			164.50 ✓
			TOTAL	164.50

CLAIMANT'S CERTIFICATION

Dora M Cast

certify that the above account in the amount of \$

164.50

is true

and correct, that the items, services and disbursements charges were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3/26/25

DATE

Dora M Cast

SIGNATURE

Practice Mgr

TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

3-26-25

Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 02-26-25 at 4:33p
Date: 02-26-25
Account: 4417
Invoice: 921894

Date	For	Qty Description	Price	Discount	Net Price
02-26-25	Ember 5C-25	1 CONSULT / EXAM - Sick	105.00	66.50	38.50 **
02-26-25		1 Shelter euth and bodycare	260.00	134.00	126.00 **
02-26-25		2 Euthanasia - Somlethol Pent Contr			0.00
Total charges, this invoice...					164.50
**Total discount included: 200.50					

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

LIKE US ON FACEBOOK.COM!

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

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

#14B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 3/28/25

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

*Totaling: \$ 101.90

Canine: \$ 101.90

Feline: \$

Other: \$

TOWN OF NEWBURGH
TRACY ACO
645 GIDNEY AVENUE
Newburgh, NY 12550

ID# 78569

TONAC #69533

VCA FLANNERY ANIMAL HOSPITAL
789 Little Britain Road
New Windsor, NY 12553

9180

Space Below for City Use

Purchase Order		
Date Received		
Fund & Approp Charged	AMOUNT	
A0522 3510.448		
Verified		

Terms

MARCH 2025 Voucher

Claimants Invoice #

Date	Invoice	Amount
3-23-25	INV# 535673 8656 2025-03-Husky Blk + wld (m)	\$ 101.90

Jean Tobin

that the services and disbursements charged therein were rendered to or for the city of Newburgh on the dates stated, that no part thereof has been paid or satified and that the amount claimed is actually due.

3-24-25

Date

Authorized Signature & Title

~~Federal ID#~~

Jean Tobin

=====Space below for City use=====

Department Approval

The above services or materials have been rendered or furnished to the City of newburgh and the charges are correct

3/24/25

Date

Authorized Official

Approved for Payment

I hereby approve this claim and order it paid from the appropriations indicated the above

Date

Comptroller or City Manager



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

Flannery Animal Hospital | Date: 3/24/2025 at 12:40 | Invoice: 5356738656 | Cashier: Jean T

Client

Town Of Newburgh 2025 Animal Control (#78569)
Tracey ACO
645 Gidney Ave
Newburgh, NY 12550

Patient

2025-03-23 Husky (#167844)
Species: Canine (Husky, Siberian Mix)
Sex: Male Unknown | Color: Black And White
Birth: | Age: | Weight: 66.6 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
3/23/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
3/24/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95

Subtotal: **\$101.90**

A Message from VCA

Please note all prescription refill request require at least 24-hour notice. For home delivery, download the myVCA app.

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2025-03-23 Husky	\$101.90	\$0.00	\$101.90

Prev Balance:	
Total Due:	\$101.90
Amount Paid:	\$0.00
Amount Due:	\$101.90

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

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



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 4-2-25

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

F.A.H

*Totaling: \$ 351.98

Canine: \$ 351.98

Feline: \$

Other: \$

TOWN OF NEWBURGH
300 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

VOUCHER

Order No.

DO NOT WRITE IN THIS BOX

DEPARTMENT

Animal Control

CLAIMANT'S
NAME
AND
ADDRESS

Flannery Animal Hospital, P.C.
789 Little Britain Road
New Windsor, NY 12553

TERMS

IN ARCH 2025 Voucher

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
TOTAL		
Abstract No.		
Vendor's Ref. No.		

Date	Quantity	Description of Materials or Services	Unit Price	Amount
3-20-25		INV# 5356738226 <i>Lainey</i>	456.28	
4-2-28		Courtesy Discount		-104.30
(See Instructions on Reverse Side)			TOTAL	351.98

CLAIMANT'S CERTIFICATION

I, Lean Tobin, certify that the above account in the amount of \$ 351.98 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE

3-21-25

SIGNATURE

Lean Tobin

TITLE

Acct. Manager

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

4.22.25

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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



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

Dr. Winter | Date: 3/21/2025 at 07:34 | Invoice: 5356738226 | Cashier: Jean T

Client

Town Of Newburgh 2025 Animal Control (#78569)
Tracey ACO
645 Gidney Ave
Newburgh, NY 12550

Patient

Lainey (#167798)
Species: Canine (Mixed Breed)
Sex: Female Spayed | Color: White And Brown
Birth: 11/19/2024 | Age: 17w | Weight: 21.8 lb



Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
3/20/2025	Exam/Consultation SemiAnnual	1.00	\$107.00	-\$21.40	\$0.00	\$85.60
	Directive for Cardiopulmonary Resuscitation (CPR)	1.00	\$0.00		\$0.00	\$0.00
	Fluids EP	1.00	\$44.80	-\$8.96	\$0.00	\$35.84
	Includes fluid support of the anesthetized patient					
	Hospitalization	1.00	\$0.00		\$0.00	\$0.00
	Includes patient care while at the hospital					
	Canine Spay	1.00	\$176.00	-\$35.20	\$0.00	\$140.80
	- Laser Therapy Spay/Neuter	1.00	\$0.00		\$0.00	\$0.00
	- Pain Meds to go Home	1.00	\$22.55	-\$4.51	\$0.00	\$18.04
	- Gabapentin (gen) 100mg Cap	14.00	\$0.00		\$0.00	\$0.00
	- Client Received Verbal	1.00	\$0.00		\$0.00	\$0.00
	Medication Consult					
	- Carprofen (Rovera) 25mg Chew	14.00	\$0.00		\$0.00	\$0.00
	- Client Received Verbal	1.00	\$0.00		\$0.00	\$0.00
	Medication Consult					
	- TraZODone HCL (gen) 100mg Tab	7.00	\$0.00		\$0.00	\$0.00
	- Client Received Verbal	1.00	\$0.00		\$0.00	\$0.00
	Medication Consult					
	- Elizabethan Safety Collar 20cm Vetone	1.00	\$8.26	\$0.00	\$0.00	\$8.26
	Anesthesia EP	1.00	\$109.90	-\$21.98	\$0.00	\$87.92
	Includes the veterinarian's assessment of the patient to determine the anesthetic protocol for the procedure about to be performed pre-anesthesia exam, preanesthetic and induction medications, general anesthetic, monitoring during the procedure and as the patient wakes up.					
	- Block Surgical EP	1.00	\$0.00		\$0.00	\$0.00
	Pain Management EP	1.00	\$45.90	-\$9.18	\$0.00	\$36.72
	Includes the oral and injected pain					

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

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



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

Dr. Winter | Date: **3/21/2025 at 07:34** | Invoice: **5356738226** | Cashier: **Jean T**

medications administered to the patient to control pain while in the hospital.					
AmoxiClav (Clavamox) 125mg Chew	14.00	\$53.87	-\$10.77	\$0.00	\$43.10
- Client Received Verbal Medication Consult	1.00	\$0.00		\$0.00	\$0.00

Subtotal: **\$456.28**

Discounts	Client Programs	-\$112.00
-----------	-----------------	-----------

A Message from VCA

Please note all prescription refill request require at least 24-hour notice. For home delivery, download the myVCA app.

Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
Lainey	\$568.28	-\$112.00	\$0.00	\$456.28

Prev Balance:	
Total Due:	\$456.28
Amount Paid:	\$0.00
Amount Due:	

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

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

**VCA Flannery Animal Hospital PC**

789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Winter | Date: 3/31/2025 at 10:14 | Invoice: 5356739629 | Cashier: Allison T

Client	Patient
Town Of Newburgh 2025 Animal Control (#78569) Tracey ACO 645 Gidney Ave Newburgh, NY 12550	Lainey (#167798) Species: Canine (Mixed Breed) Sex: Female Spayed Color: White And Brown Birth: 11/19/2024 Age: 19w Weight: 21.8 lb

**Detailed Visit Information**

Date	Description	Qty	Price	Tax	Total Price
3/31/2025	Courtesy Discount		-\$104.30	\$0.00	-\$104.30

Subtotal: **-\$104.30**
A Message from VCA

Please note all prescription refill request require at least 24-hour notice. For home delivery, download the myVCA app.

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
Lainey	-\$104.30	\$0.00	-\$104.30

Prev Balance:	\$609.13
Total Due:	-\$104.30
Amount Paid:	\$0.00
Amount Due:	\$504.83



#16B



MEMORANDUM

DATE: 27 MARCH 2025

TO: TOWN OF NEWBURGH TOWN BOARD

FROM: QUINN M. MULLARKEY, P.E., SENIOR ENGINEER

REFERENCE: DELAWARE AQUEDUCT TAP WATER TREATMENT PLANT INFLUENT VALVE
MODIFICATION CHANGE ORDER #1

MHE Engineering would like to recommend the approval of Change Order #1 for the subject project. As you are aware, NYCDEP halted the Delaware Aqueduct shutdown that was scheduled for October 2024 through spring of 2025 due to an unusually dry period leading up to the shutdown. The valve modification work at the Town's Delaware Aqueduct Tap Water Treatment Plan must coincide with the shutdown to limit disruption of service. As such, we recommend extending TAM Enterprise's contract by one year and increasing the contract cost by \$5,457.00 to cover the cost of bonds and insurance, along with union labor cost increase.

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

CHANGE ORDER NO.: 1

Owner: **Town of Newburgh** Owner's Project No.:
 Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **22-127**
 Contractor: **TAM Enterprises** Contractor's Project No.:
 Project: **Delaware Aqueduct Tap Water Treatment Plant Influent Valve Modification**
 Date Issued: **20 March 2025** Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Extension of the contract time by a year due to the cancellation of the aqueduct shutdown, and increase of the contract price by \$5,457.00 to cover TAM Enterprise's cost of extending bonds and insurances and union labor increase.

Attachments:

Letter of Extension dated 20 March 2025 from TAM Enterprises

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>228,882.00</u>	Original Contract Times: Substantial Completion: <u>10 January 2025</u> Ready for final payment: <u>20 January 2025</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>228,882.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10 January 2025</u> Ready for final payment: <u>20 January 2025</u>
Increase this Change Order: \$ <u>5,457.00</u>	Increase this Change Order: Substantial Completion: <u>365 days</u> Ready for final payment: <u>365 days</u>
Contract Price incorporating this Change Order: \$ <u>234,339.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>10 January 2026</u> Ready for final payment: <u>20 January 2026</u>

Recommended by Engineer (if required)

By: Quinn Mullarkey

Title: Senior Engineer

Date: 3/25/2025

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

Scott Reid

TAM Enterprises Project manager

03/21/2021

Approved by Funding Agency (if applicable)

114 Hartley Road
Goshen, NY 10924



Phone: (845) 294-8882
www.tamenterprises.com

Date 3/20/2025

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

MHE Engineering
33 Airport Center Drive
Suite 202,
New Windsor, NY 12553

RE: Delaware Aqueduct Tap Water Treatment Plant Influent Valve Modification
218 Lattintown Road, Newburgh, NY 12550

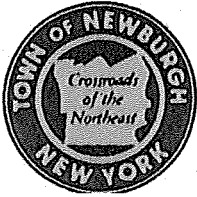
Quinn Mullarkey, P.E.

As you are aware the above-listed job was shut down due to the aqueduct being turned back on due to the drought conditions that were existing last fall. TAM Enterprises Inc. had purchased materials for the job which have been delivered to the site, as well as paid for as stored materials. TAM Enterprises Inc. has been requested to extend the contract for an additional year to return to complete the work. In order to extend the contract for an additional year TAM Enterprises Inc. is requesting a change order in the amount of \$5,457.00 to cover the costs associated to bonds, insurance, and the union labor increase.

Thank you,

Scott Reid

Scott Reid
TAM Enterprises Inc. PM



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, MHE Rep

DATE: 4 April 2025

RE: JW Congregation Support, Inc. - 33 Old Little Britain Road
PB #22-31
Security Release

The Jehovah Witness Congregation Support, Inc. has requested release of certain securities which were posted for Stormwater Management Erosion Sediment Control, Tree Monitoring Ordinance, Landscape Performance and Maintenance Security. The bonds were in the amount as follows:

Bond Number	Principal	Obligee	Type of Bond	Description	Bond Amount
107842776	JW Congregation Support, Inc.	Town of Newburgh	Subdivision	NY Town of Newburgh Subdivision Stormwater Erosion and Sediment Control Bond	\$106,556.00
107842777	JW Congregation Support, Inc.	Town of Newburgh	Subdivision	Tree Monitoring Bond Site Plan/Subdivision date: July 19, 2023 location: 33 Old Little Britain Road	\$16,875.00
107842778	JW Congregation Support, Inc.	Town of Newburgh	Subdivision	Landscaping Performance and Maintenance Bond Site Plan/Subdivision date: July 19, 2023 location: 33 Old Little Britain Road	\$30,143.00

The construction of the site has been completed with no outstanding punch list items existing. Bonds were scheduled to be previously released however; Stormwater Facilities Maintenance Agreement was not filed with the County. The previously executed Agreement has now been filed with the County. Based on the above, the referenced bonds for the project can be released. The applicants have requested the bonds be returned to Watch Tower – Risk Management, Attention Faith Luccioni, 40 Kings Drive, Tuxedo Park, NY 10987.

The release of the security requires Town Board action.

#16D

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM


TO: Gilbert Piaquadio, Supervisor & Town Board
FROM: Patrick J. Hines, MHE Rep
DATE: 10 April 2025
RE: Monarch Drive Senior Housing (PB #2019-28) Landscape & Tree Preservation Security

The applicant's representatives, Engineering & Surveying Properties, have prepared a cost estimate for the landscaping depicted on the plans. The project has conditional final approval from the Planning Board. The applicant's representatives have prepared a landscape cost estimate in the amount of \$8,202.48. A landscape inspection fee in the amount of \$1,000.00 is also required per the Town Code.

Approval of the landscape securities and inspection fee requires Town Board action.

I am available to discuss this matter further, should you have any questions or require any additional information.

Cc: John P. Ewasutyn, Chairman
Jerry Canfield, Code Compliance Supervisor
Ron Clum, Town Accountant
Mark Taylor, Town Attorney
Lisa Vance Ayers, Town Clerk
Mike Weeks, PE, MHE

 ENGINEERING & SURVEYING PROPERTIES <small>Achieving Successful Results with Innovative Designs</small>		PRELIMINARY BOND ESTIMATE				
		WO. NO. 1325.01	DATE 02/20/24	REVISED	SHEET 1	OF 1
PROJECT TITLE Monarch Drive Senior Housing		LOCATION Town of Newburgh				
CALCULATED BY VAH	APPROVED BY RW	REF DRAWING(S) DWG LAST REV. 11 02/01/2024				
Description		Quantity Required	Unit	Unit Price		Total Price
Landscaping Improvements (Private Improvements)						
Landscape Trees		10	EA	\$350.00		\$3,500.00
Landscape Shrubs		45	EA	\$50.00		\$2,250.00
Resitutation Fee		1	LS	\$1,706.80		\$1,706.80
Subtotal						\$7,456.80
Contingency		10%				\$745.68
				TOTAL		\$8,202.48

#16E

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gilbert Piaquadio, Supervisor & Town Board
FROM: Patrick J. Hines, MHE Rep
DATE: 10 April 2025
RE: Monarch Drive Senior Housing (PB #2019-28) Stormwater/Erosion & Sediment Control

The applicant's representatives, Engineering & Surveying Properties, have prepared a cost estimate for the stormwater management facilities and erosion & sediment control for the subject project. The project has conditional final approval from the Planning Board. The applicant's representatives have utilized unit costs from the template prepared by MHE Engineering to standardize cost estimating. The cost estimate prepared identifies an engineer's estimate of probable construction cost of \$498,542.11. A 4% inspection fee is required based on the Town Code. The inspection fee required is \$19,942.00. Securities must be posted in a form acceptable to the Town Attorney prior to the Planning Board stamping the plans as complete.

Establishment of the security for the project as well as inspection fees requires Town Board action.

I am available to discuss this matter further, should you have any questions or require any additional information.

Cc: John P. Ewasutyn, Chairman
Jerry Canfield, Code Compliance Supervisor
Ron Clum, Town Accountant
Mark Taylor, Town Attorney
Lisa Vance Ayers, Town Clerk
Mike Weeks, PE, MHE

<div>ENGINEERING & SURVEYING PROPERTIES</div> <div>Achieving Successful Results with Innovative Designs</div>		PRELIMINARY BOND ESTIMATE				
		WO. NO. 1325.01	DATE 02/20/24	REVISED 02/26/24	SHEET 1	OF 1
PROJECT TITLE Monarch Drive Senior Housing		LOCATION Town of Newburgh				
CALCULATED BY VAH	APPROVED BY RW	REF DRAWING(S) DWG LAST REV. 11 02/01/2024				
Description		Quantity Required	Unit	Unit Price	Total Price	
Stormwater Improvements (Private Improvements)						
Erosion & Sediment Control		7.07	AC	\$4,300.00	\$30,380.85	
Silt Fence		1,419	LF	\$6.50	\$9,226.49	
Catch Basin		12	EA	\$4,888.00	\$58,656.00	
Stormwater Pipe (HDPE - 8")		169	LF	\$56.00	\$9,464.00	
Stormwater Pipe (HDPE - 12")		206	LF	\$60.00	\$12,360.00	
Stormwater Pipe (HDPE - 15")		1,713	LF	\$75.00	\$128,475.00	
Yard Drain		4	EA	\$5,000.00	\$20,000.00	
Trench Drain		2	EA	\$5,000.00	\$10,000.00	
End Section (HDPE)		7	EA	\$815.00	\$5,705.00	
Rip Rap Drainage Pads		266	SY	\$120.00	\$31,951.33	
Drainage Manholes		3	EA	\$5,248.00	\$15,744.00	
Perforated Pipe/ Stone Underdrain		1,448	LF	\$35.40	\$51,257.43	
Outlet Structure		2	EA	\$5,000.00	\$10,000.00	
Bioretention Stormwater Basin		2	EA	\$30,000.00	\$60,000.00	
				Subtotal	\$453,220.10	
Contingency		10%			\$45,322.01	
				TOTAL	\$498,542.11	



#16F

10 April 2025

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

**RE: Newburgh Town Justice Court Façade Upgrades
Change Order #1**

MHE would like to recommend the approval of Change Order #1, as described below, from Barone Construction Group, Inc. for the Newburgh Town Justice Court Façade Upgrades project. We have combined the three proposals received from Barone into one change order and the 3-part breakdown is based upon proposed change order #1, #2 and #3.

A) Proposed Change Order 01 – New Foundations for Existing Structural Steel Columns

Summary: Labor and material cost to remove existing rusted steel brackets discovered during construction and install new foundations and footings for 2 structural columns.

Proposed Change Order Amount: \$7,794.00

B) Change Order 02 – Install New Framing at Roof Overhang

Summary: Labor and material cost to install new metal framing for existing roof overhang at main entrance. During demolition the contractor discovered that it was constructed using only plywood without framing. The plywood was removed as part of the contract required work and the framing is required.

Change Order Amount: \$4,148.00

C) Change Order 03 – Install After-Hours Mailbox / Dropbox

Summary: Labor and material cost to install a new after-hours mailbox / Dropbox as requested by Judge Clarino to be installed adjacent to the front entrance doors.

Change Order Amount: \$1,082.00

Total Change Order Amount: \$13, 024.00

This Change Order requires Town Board approval.

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in black ink, appearing to read 'Andrew Warren'.

Andrew Warren, R.A.
Senior Architect

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

CHANGE ORDER NO.: 1

Owner: **Town of Newburgh** Owner's Project No.:
Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **24-116**
Contractor: **Barone Construction Group, Inc.** Contractor's Project No.:
Project: **Town Justice Court Façade Upgrades**
Date Issued: **10 April 2025** Effective Date of Change Order: **14 April 2025**

The Contract is modified as follows upon execution of this Change Order:

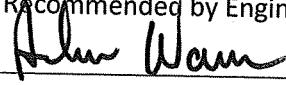
Description:

Install 2 new column footings (PCO#1), Install new framing at roof overhang (PCO#2) and install new mailbox/drop box (PCO#3).

Attachments:

PCO#1, PCO#2, PCO#3

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 275,000.00		Substantial Completion:	90 days
		Ready for final payment:	120 days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 275,000.00		Substantial Completion:	90 days
		Ready for final payment:	120 days
Increase this Change Order:		Increase this Change Order:	
\$ 13,024.00		Substantial Completion:	81 days
		Ready for final payment:	111 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 288,024.00		Substantial Completion:	171 days
		Ready for final payment:	231 days

Recommended by Engineer (if required)
By: 
Title: Senior Architect
Date: 4/10/2025

Authorized by Owner

By: _____
Title: _____
Date: _____

Barone Construction Group, Inc.

Accepted by Contractor

Joseph Barone

President 

4/10/2025

Approved by Funding Agency (if applicable)



BARONE CONSTRUCTION GROUP, INC.

P. O. Box 876
Highland, NY 12528
845-691-2244

TITLE: Framing and Sheathing at Front Entrance
Soffit & Fascia
PROJECT: Town Justice Court Façade Upgrades

PROPOSED CHANGE ORDER
NO. 1
DATE: 3/19/2025

TO: Andrew Warren, RA, LEED
MHE Engineering
33 Airport Center Drive, Suite 202
New Windsor, NY 12553

CONTRACT 11/4/2024
STARTED:
Completed:
Required:

DESCRIPTION

We propose to provide all labor, material & equipment for the following
Install new Footing per SK-3 dated 3/18/2025 by MHE Engineering

Additional Time: 0 Days

Num Item	Description	Qty	Units	Unit Price	Amount
1	Excavator	1	Day	\$ 1,500.00	\$1,500.00
2	Laborer	16	Hours	\$ 98.00	\$1,568.00
3	Sonotube	2	EA	\$ 139.22	\$278.44
4	Baseplate Welded to Existing Column	2	EA	\$ 1,200.00	\$2,400.00
5	Rebar/Anchors Bolts	1	LS	\$ 95.00	\$95.00
6	Concrete- Short Load	1	CY	\$ 500.00	\$500.00
7	Temp Shoring	1	LS	\$ 75.00	\$75.00
8	Remove Existing Steel Channel	2	Hours	\$ 98.00	\$196.00

TOTAL	\$6,612.44
OVERHEAD & PROFIT 15%	\$991.87
BOND 2.5%	\$190.11
SUBTOTAL	\$7,794.00

By: _____
Joseph Barone

By: _____



ON ACCOUNT



521 - Rock Tavern NY (AHH) (PZ10)
165 Stone Castle Road
Rock Tavern, NY, 12575
(845) 566-4040

QUOTE

64917680

THIS IS A QUOTE ONLY DO NOT SHIP OR
TENDER FUNDS

Sold To: 10000220390
BARONE CONSTRUCTION GROUP INC
PO BOX 876
HIGHLAND, NY, 12528

Ship To : TOWN JUSTICE COURT FACADE
UPGRADES,10005470954
TOWN JUSTICE COURT FACADE UPGRADES
311 NY-32
NEWBURGH, NY, 12550
Job Site Contact:
Job Site Phone:
Map #:

07:07 AM

Ordered By: JOE BARONE

Contact Phone: 914-4897082

Quote Number		Quote Date	Valid Until	Request Date		Sales Person
64917680		03/20/2025	03/31/2025			Nezelek, H
Terms		Shipping Method	Quote Name	Customer PO		Created By
N30D		0. Will Call		TOWN JUSTICE COURT		Nezelek, H
SEQ	Part#	Description	Ord Quantity	U/M	Price	Amount
	H/M			Unit WT	COO	
10	128SOUTB32	TUBEBASE #32 12-18" FOOTING FORM	2	EA 8 LBS	\$84.65	\$169.30
20	128TU10120008	16" X 12' SONOTUBE RAINGUARD COLUMN FORM SOLD/PC	1	PC 33.6 LBS	\$109.13	\$109.13

Shipped amount	\$278.43
Order charges	\$0.00
Tax amount	\$22.62
Lumber Tax rate/amount	1.00% \$0.00
Quote total	\$301.05

Shipped Weight: **49.60** Customer acceptance signature: _____ Date : _____

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL
AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE
SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN.
QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE 03/31/2025 DATE.

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at About.WhiteCap.com.

Note: Due to volatility in the steel market from the recent Section 232 decision, domestic supply constraints and active trade negotiations, pricing is subject to change on a daily basis. Please review your pricing and contact your sales associate immediately to secure products and pricing.

WHITE CAP RESERVES THE RIGHT TO ADJUST PRICES TO REFLECT THE IMPACT OF ANY TARIFFS, DUTIES, OR SIMILAR GOVERNMENTAL CHARGES IMPOSED OR INCREASED AFTER THE DATE OF THIS QUOTE BUT PRIOR TO EXPIRATION.



BARONE CONSTRUCTION GROUP, INC.

P. O. Box 876
Highland, NY 12528
845-691-2244

TITLE: Framing and Sheathing at Front Entrance
Soffit & Fascia
PROJECT: Town Justice Court Façade Upgrades
TO: Andrew Warren, RA, LEED
MHE Engineering
33 Airport Center Drive, Suite 202
New Windsor, NY 12553
PROPOSED CHANGE ORDER
NO. 2
DATE: 3/19/2025
CONTRACT 11/4/2024
STARTED:
Completed:
Required:

DESCRIPTION

We propose to provide all labor, material & equipment for the following
Per discovered conditions the existing entrance soffit and siding when the stucco was removed didn't
have any framing and sheathing behind it. We are proposing to install new 18ga. light gage metal framing
and 5/8" plywood sheathing.

Additional Time: 0 Days

Num Item	Description	Qty	Units	Unit Price	Amount
1	3-5/8" 18ga Track	80	LF	\$ 1.15	\$92.00
2	3-5/8" 18 ga. Studs	160	LF	\$ 1.33	\$212.80
3	5/8" Plywood Sheathing	9	EA	\$ 31.44	\$282.96
4	Cold Roll	40	LF	\$ 0.57	\$22.80
5	18 ga. Joists Track	60	LF	\$ 2.90	\$174.00
6	18 ga. Joists	80	LF	\$ 2.90	\$232.00
7	Labor	24	Mhrs	\$ 98.00	\$2,352.00
8	Misc. Fasteners	1	LS	\$ 150.00	\$150.00

TOTAL	\$3,518.56
OVERHEAD & PROFIT 15%	\$527.78
BOND 2.5%	\$101.16
SUBTOTAL	\$4,148.00

By: _____
Joseph Barone

By: _____



3/18/25 9:07 AM E01



BARONE CONSTRUCTION GROUP, INC.

P. O. Box 876
Highland, NY 12528
845-691-2244

TITLE:	Mail Box and Slot	PROPOSED CHANGE ORDER	
		NO.	3
PROJECT:	Town Justice Court Façade Upgrades	DATE:	3/27/2025
		CONTRACT	11/4/2024
TO:	Andrew Warren, RA, LEED	STARTED:	
	MHE Engineering	Completed:	
	33 Airport Center Drive, Suite 202	Required:	
	New Windsor, NY 12553		

DESCRIPTION

We propose to provide all labor, material & equipment for the following
Per email from Christofer Hydor of MHE Engineering on 3/27/2025. The Judge has requested a thru-wall mailbox to be installed in the wall between the tny door and the window.

Additional Time: 0 Days

Num Item	Description	Qty	Units	Unit Price	Amount
1	Mail Box	1	EA	\$ 120.00	\$120.00
2	Interior Trim	1	LS	\$ 55.00	\$55.00
3	Paint	1	LS	\$ 45.00	\$45.00
4	Signage	1	EA	\$ 85.00	\$85.00
5	Labor	6	Mhrs	\$ 98.00	\$588.00
6	Misc. Fasteners	1	LS	\$ 25.00	\$25.00


TOTAL	\$918.00
OVERHEAD & PROFIT 15%	\$137.70
BOND 2.5%	\$26.39
SUBTOTAL	\$1,082.00

By: _____
Joseph Barone

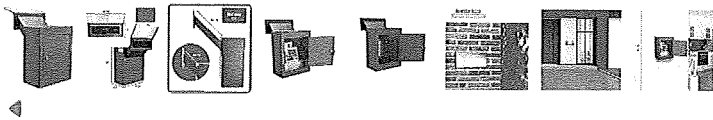
By: _____


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 **CALL US**
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+1 (909) 930-0998

Home >
D9N-H - Through-The-Wall Drop Box with Rainproof Cover | Heavy Duty Through Wall Mailbox with 10-Inch Adjustable Chute | Rainproof Locking Drop Safe for Mail, Rent, Checks, Cash, and Keys



 Click to expand

D9N-H - THROUGH-THE-WALL DROP BOX WITH RAINPROOF COVER | HEAVY DUTY THROUGH WALL MAILBOX WITH 10-INCH ADJUSTABLE CHUTE | RAINPROOF LOCKING DROP SAFE FOR MAIL, RENT, CHECKS, CASH, AND KEYS

by POCHAR

\$119.99

SKU D9N-H

Quantity

1

▼

ADD TO CART

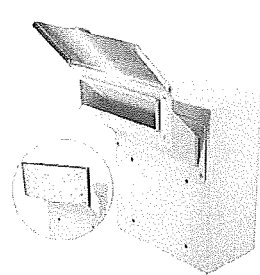
Buy with

More payment options

Share this:

- **DURABLE AND RAINPROOF:** This through-wall mailbox is made of stainless steel cover, galvanized steel chute, and cold rolled steel box. The rainproof cover will keep your keys, check, money, emails, and letters dry and clean.
- **MAILBOX THROUGH WALL:** This jumbo mailbox is designed to be mounted through walls from 5.5" to 10" thick, and is compatible with common types of walls. Hardware is included so you can install your rent drop box easily.
- **KEY LOCK AND ANTI-FISHING:** Our in-wall mail box contains a piece of jagged metal, making it impossible to reach and take out the items inside. The secured key lock will keep the objects secured in this wall deposit box.
- **FITS MULTIPLE ITEMS:** This key drop box has an exterior dimension of 12.25" x 6.5" x 15" to hold multiple objects for your office. The mail slot measures 9.25" x 2.25", making it ideal for envelopes with checks and cash.
- **GALVANIZED STEEL PIECE:** The adjustable chute (5.5" min and 10" max) is made of galvanized steel, ensuring that your payment drop box is protected from rusting, making it the perfect through the wall dropbox for business.

INSPIRED BY YOUR SHOPPING TRENDS

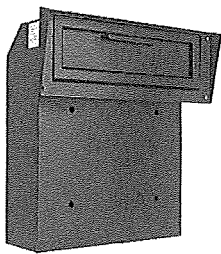


\$119.99

D9W - Through the Wall Drop Box
Pochar

QUICK SHOP

ADD TO CART

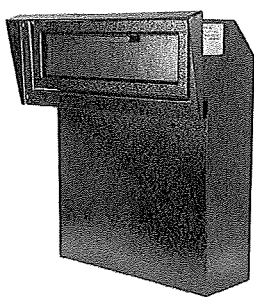


\$109.99

D1C-H - Through the Door Locking Mailbox with Rainproof Design
Pochar

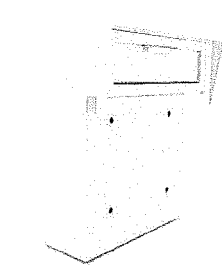
QUICK SHOP

ADD TO CART



\$78.99

D1DH - Rainproof Through-the-Door Key Drop Box
Pochar

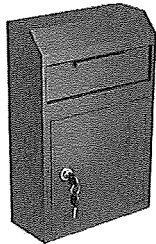


\$109.99

D1C-W - Through the Door Locking Mailbox with Rainproof Design (Beige)
Pochar

QUICK SHOP

ADD TO CART



\$59.99

D02-H - Wall Mounted Drop Box Depository
Pochar

QUICK SHOP

ADD TO CART

HAZARDOUS MATERIAL NOTE:
THE WORK SHOWN ON THIS PLAN IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE QUALITY OF THE WORK. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY WORK IN PROGRESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY WORK IN PROGRESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY WORK IN PROGRESS.



THESE PLANS ARE A PRELIMINARY DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY WORK IN PROGRESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY WORK IN PROGRESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY WORK IN PROGRESS.

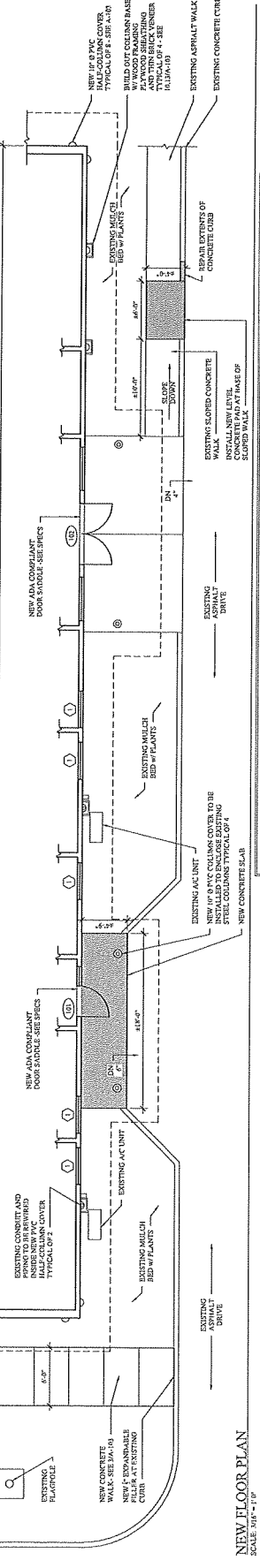
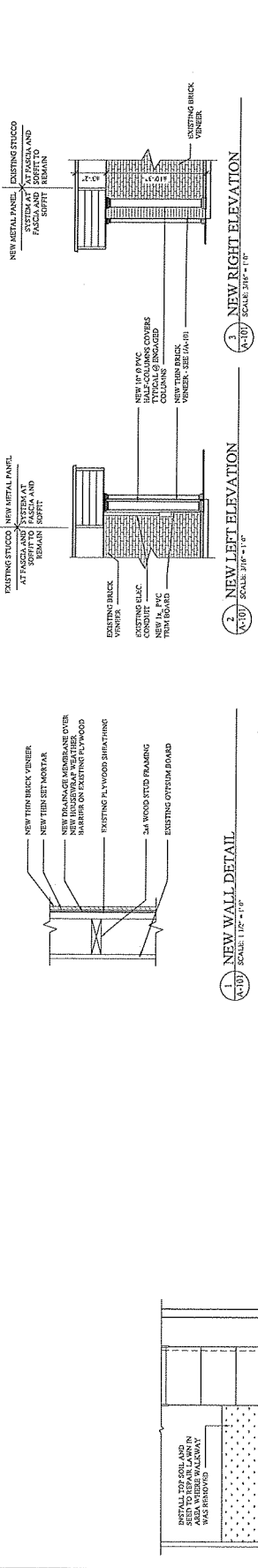
TOWN OF NEWBURGH COURT FACADE UPGRADES

FOR TOWN OF NEWBURGH
311 NY-22, NEWBURGH, NY
12550

NEW FRONT FACADE PLANS AND ELEVATION

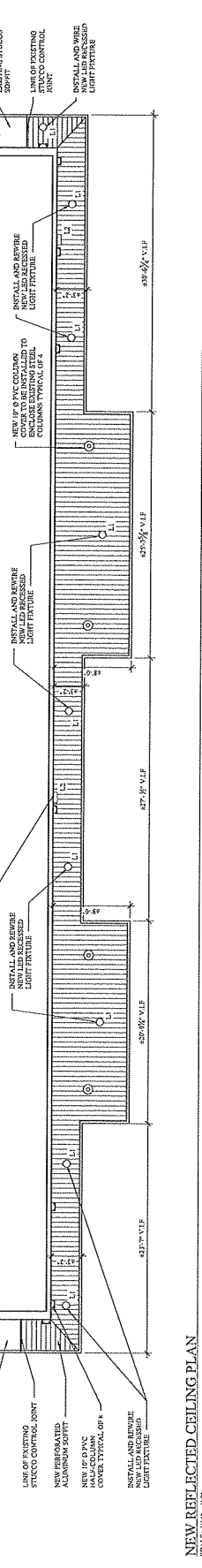
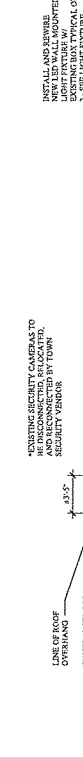
REVISION	NO.	DESCRIPTION	DATE
1	1	ISSUED	21 JUL 2024
2	2	DESIGNED BY	AW
3	3	CHECKED BY	AW
4	4	APPROVED BY	AW
5	5	SHEET NO.	04

A-101

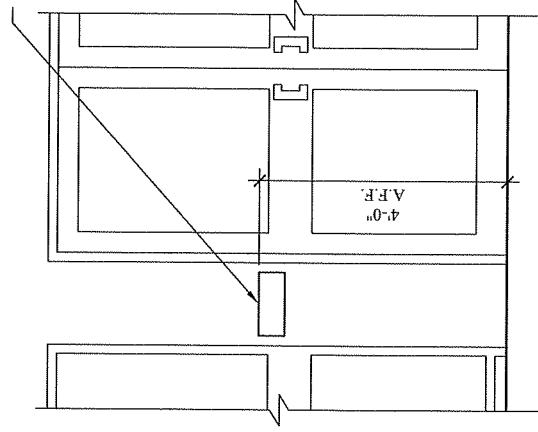


LIGHT FIXTURE SCHEDULE

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	NOTES
○ 1	LITONIA	LINK JUNE LOWE L55 T40VLT	6'0" RECESSED DOWNLIGHT	LED LAMP 300K, BAYED FOR WET LOCATION
□ 1	LITONIA	FWL LED ALD SWAZ T40VLT	EXTENDED ARCHITECTURAL WALL SCONCE	EXTENSION WALL MOUNT L55, 300K

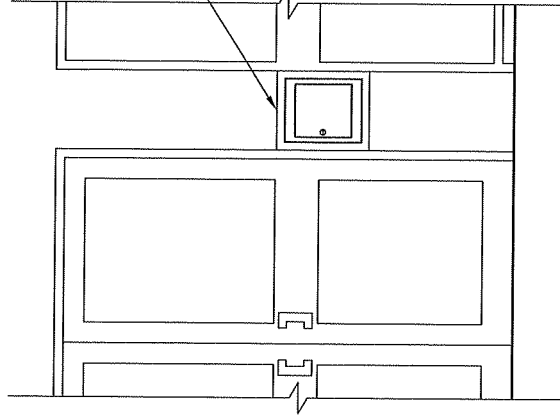


MAILBOX DEPOSIT SLOT



1 MAILBOX EXTERIOR
SK-4 SCALE: 1/2" = 1'-0"

TRIM AROUND MAILBOX



2 MAILBOX INTERIOR
SK-4 SCALE: 1/2" = 1'-0"