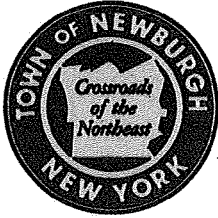


#5B



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

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

March 1, 2022

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Acceptance of Stop DWI Funding

I am requesting the Newburgh Town Board adopt a Resolution authorizing execution and delivery of an inter-municipal agreement, between the Town of Newburgh and the County of Orange, for Stop DWI Program Services beginning March 12, 2022 and ending on January 1, 2023.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell".

Donald B. Campbell
Chief of Police

ORANGE COUNTY, NEW YORK



STOP-DWI / Traffic Safety Programs

22 Wells Farm Road
Goshen, New York 10924
845-615-0566



Steven M. Neuhaus
County Executive

Coordinator
Brendan R. Casey
Commissioner
OC Emergency Services



Administrator
John Jones

TO: TOWN OF NEWBURGH

FROM: Brendan R. Casey, Orange County STOP-DWI Coordinator

DATE: February 17, 2022

Enclosed is your department's contract for the 2022 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 12, 2022 and ending on January 1, 2023**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 12, 2022, and ending on June 1, 2022, in the amount of **\$3900/60**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract at your earliest convenience to ensure that your department can participate in the enforcement period. **A BOARD CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED VIA FAX (845) 291-2121, EMAIL (csaccone@orangecountygov.com) OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's STOP-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT (“IMA”) is entered into this 12th day of March, 2022, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services (“COUNTY”), and the **TOWN OF NEWBURGH**, a Town of the State of New York, with its principal offices at 300 Gardnertown Road, Newburgh, NY 12550, by and through its Police Department (“MUNICIPALITY”).

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY’s Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 (“STOP DWI Program”). The purpose of the STOP DWI Program is to coordinate and fund Orange County’s town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York (“State”), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 12, 2022 and end January 11, 2023.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY’s right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

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ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-1, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY 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 of New York Labor Law. A model policy and training has been created by the New York 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>.

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name: _____
Title: _____

DATE: _____

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 12, 2022 through June 1, 2022, which includes St. Patrick’s Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2022 through September 6, 2022, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period –November 11, 2022 through January 1, 2023, which includes Thanksgiving, Christmas, and the New Year’s holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY’s STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 6, 2021 through January 1, 2022, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **THREE THOUSAND NINE HUNDRED AND 00/100 (\$3900)** covering **60** man-hours for the first enforcement period of 2022. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2022.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2022 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.



MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: INTER-MUNICIPAL 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

ATTORNEYS

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

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEWBURGH THE COUNTY OF ORANGE FOR THE PERIOD MARCH 1, 2021 - JANUARY 11, 2022 FOR STOP DWI PROGRAM SERVICES
OUR FILE NO. 800.1(B)(7)(2011); 800.1(B)() (2022)

DATE: MARCH 9, 2022

In accordance with Supervisor Piaquadio's request, enclosed please find the above referenced proposed resolution authorizing a Stop DWI Program Services Agreement for 2022 for the Town Board's consideration. The term of the Agreement as set forth in Article 2 is March 12, 2022 to January 11, 2023. As with past agreements, it covers three enforcement periods coincident with holiday periods, with the last period ending January 1, 2022. As is generally the case with funding agreements, Article 9 requires the Town to defend and indemnify the County for claims losses, damages, liabilities, costs and expenses arising out of acts or omissions of the Town or its agents. Article 12 includes set-off right to withhold monies otherwise due to the Town in the event of a default by the Town.

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

MCT:sel
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk
Bruce Campbell, Chief of Police
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 or by videoconference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the __th day of March, 2022 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING EXECUTION AND
DELIVERY OF INTER-MUNICIPAL
AGREEMENT BETWEEN THE
TOWN OF NEWBURGH AND
THE COUNTY OF ORANGE FOR
THE PERIOD MARCH 12, 2022 -
JANUARY 11, 2023 FOR
STOP DWI PROGRAM SERVICES

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

WHEREAS, the County of Orange has forwarded a proposed Inter-Municipal Agreement between the County and the Town of Newburgh having a term commencing on March 12, 2022 and ending on January 11 2023 for the STOP-DWI program enforcement patrol funding period beginning on March 12, 2031 and ending on January 1, 2023 (the "Agreement"); and

WHEREAS, the Town Board 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 for STOP DWI PROGRAM SERVICES between the County and Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that:

1. the execution and delivery of the Agreement and all other such agreements between the County of Orange and the Town of Newburgh for STOP DWI program services for enforcement periods ending on or before January 1, 2023 which conform to the terms and conditions of the Agreement by the Town of Newburgh Supervisor is hereby authorized; and

2. the Town of Newburgh Police Department is hereby authorized to participate in the Stop DWI enforcement program in accordance with the terms of the Agreement(s).

BE IT FURTHER RESOLVED, that the Supervisor, the Chief of Police and other officers 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(s); 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:

Elizabeth J. Greene, Councilman voting _____

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, 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 March __, 2022 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



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

March 1, 2022

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Acceptance of Stop DWI Funding

I am requesting the Newburgh Town Board adopt a Resolution authorizing execution and delivery of an inter-municipal agreement, between the Town of Newburgh and the County of Orange, for Stop DWI Program Services beginning March 12, 2022 and ending on January 1, 2023.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell". The signature is written in a cursive style and is positioned above the printed name and title.

Donald B. Campbell
Chief of Police



STOP-DWI / Traffic Safety Programs

22 Wells Farm Road
Goshen, New York 10924
845-615-0566



Steven M. Neuhaus
County Executive

Coordinator
Brendan R. Casey
Commissioner
OC Emergency Services



Administrator
John Jones

TO: TOWN OF NEWBURGH

FROM: Brendan R. Casey, Orange County STOP-DWI Coordinator

DATE: February 17, 2022

Enclosed is your department's contract for the 2022 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 12, 2022 and ending on January 1, 2023**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 12, 2022, and ending on June 1, 2022, in the amount of **\$3900/60**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract at your earliest convenience to ensure that your department can participate in the enforcement period. **A BOARD CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED VIA FAX (845) 291-2121, EMAIL (csaccone@orangecountygov.com) OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

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- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
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If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's STOP-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



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ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

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seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

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MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-1, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY 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 of New York Labor Law. A model policy and training has been created by the New York 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>.

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name:
Title:

DATE: _____

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 12, 2022 through June 1, 2022, which includes St. Patrick’s Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2022 through September 6, 2022, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 11, 2022 through January 1, 2023, which includes Thanksgiving, Christmas, and the New Year’s holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY’s STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 6, 2021 through January 1, 2022, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **THREE THOUSAND NINE HUNDRED AND 00/100 (\$3900)** covering **60** man-hours for the first enforcement period of 2022. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2022.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2022 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

#6



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

March 4, 2022

Alan J. Sorensen, Commissioner
Orange County Planning Department
124 Main Street
Goshen, New York 10924

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

RE: LOCAL LAW AMENDING CHAPTER 185 ENTITLED
'ZONING' OF THE CODE OF THE TOWN OF NEWBURGH
AND THE ZONING MAP OF THE TOWN OF NEWBURGH
TO REZONE PROPERTY AT UNION AVENUE AND
UNION AVENUE EXTENSION (NYS ROUTE 300) FROM
R-3 TO THE ADJACENT B ZONING DISTRICT
REFERRAL ID# TBD
OUR FILE NOS. 800.1(B)() (2022) and 800.312

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

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

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

OF COUNSEL
Craig F. Simon
Irene V. Villacci

Dear Commissioner Sorensen:

In accordance with General Municipal Law Section 239-m, enclosed please find an Introductory Town of Newburgh Local Law Amending Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Union Avenue and Union Avenue Extension (NYS Route 300) from R-3 to the Adjacent B Zoning District. A completed GML cover form conforming to your Department's procedural requirements is additionally enclosed.

The Zoning Map amendment is being considered by the Town Board on the petition of JM & DM Holdings, LLC. A copy of the petitioner's submission is also enclosed. The Local Law will change the zoning of the petitioner's property and fronting street area from R-3 to the adjoining B (Business) Zoning District.

Also enclosed please find copies of the Environmental Assessment Form Parts 1 and 2 for the proposed adoption of the Zoning Map amendment. The Town Board has determined that the adoption of the local law amending the Zoning Map is an Unlisted Action and is performing a coordinated review.



Alan J. Sorensen, Commissioner
March 4, 2022
Page -2-

Copies of the current R-3 B District Tables of Use and Bulk Requirements, Schedules 5 and 7 of the Zoning Code are additionally enclosed. The Town's Code and Comprehensive Plan Update are online and the Zoning Code provisions may be reviewed through a link on the Town's website, townofnewburgh.org. A copy of the Town's Zoning Map is also available on line.

The Town would appreciate the Department's report regarding the zoning amendment being addressed to:

Hon. Gilbert J. Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, New York 12550.

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

Thank you.

Very truly yours,

Mark C. Taylor
Attorney for the Town of Newburgh

MCT/sel

Encs.

cc: Hon. Gilbert J. Piaquadio, Supervisor *(via e-mail)*
Town Board Members *(via e-mail)*
Joseph P. Pedi, Town Clerk
James Osborne, P.E. *(via e-mail)*
Pat Hines, Principal, McGoey, Hauser & Edsall *(via e-mail)*
Gerald Canfield, Code Compliance Supervisor *(via e-mail)*
Marissa Logan, Esq., *(via e-mail)*



Steven M. Neuhaus
County Executive

Orange County Department of Planning

124 Main Street
Goshen, NY 10924-2124
Tel: (845) 615-3840
Fax: (845) 291-2533

Alan J. Sorensen, AICP
Commissioner
www.orangecountygov.com/planning
planning@orangecountygov.com

Coversheet: NYS General Municipal Law (GML) §239-l, m, and n Referral

This coversheet should be completed by the local board having jurisdiction. GML 239 coversheets submitted by an applicant's design professional will no longer be accepted without the signature of the responsible referring local board municipal official or their designated administrative assistant (for example city, village or town clerk, planning or zoning board chairperson or secretary). Please include all materials that are part of a "full statement" as defined by NYS GML §239(m), i.e. "all materials required by and submitted to the referring body as an application on a proposed action". Emails with this coversheet, municipal board signature and full statement to planning@orangecountygov.com are acceptable.

Referral ID No.: *County Use Only*

Municipality: Choose a Municipality. Town of Newburgh

Tax Map No.: 62-1-8

Local Referring Board: Choose an item. Town Board

Tax Map No.:

Applicant: JM & DM Holdings, LLC

Tax Map No.:

Project Name: Zoning Amendment - R3 to B

Local File No.:

Location of Project Site: Union Avenue and Union Avenue Extension (Route 300)

Zoning District:

Reason for County Planning Review (e.g. within 500 ft. of a State Highway)

Type of Review:

- Comprehensive Plan Update/Approval
- Zoning Amendment
 - Zoning District Change, from R3 to B
 - Ordinance Modification, cite section: 185-5

Local Law:

Site Plan, non-residential sq. ft. proposed:

Which approval is the applicant seeking? SKETCH / PRELIMINARY / FINAL

Subdivision, number of lots proposed:

Which approval is the applicant seeking? SKETCH / PRELIMINARY / FINAL

Special Use Permit:

Lot Line Change:

Variance: AREA / USE

SEQRA: Lead Agency Coordination

Other:

Local Board comments/elaboration:

Mandi C. Taylor
Name/Signature of local official

3/6/2022
Date

Attorney for the Town
Title

Municipal Contact Phone No.: (845) 564-4552

**INTRODUCTORY LOCAL LAW No. 1 of 2022
TOWN OF NEWBURGH**

**A LOCAL LAW AMENDING
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH
AND
THE ZONING MAP
OF THE TOWN OF NEWBURGH
TO REZONE PROPERTY
AT UNION AVENUE AND UNION AVENUE EXTENSION (NYS ROUTE 300)
FROM R-3 TO THE ADJACENT B ZONING DISTRICT**

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 185 Entitled 'Zoning' of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Union Avenue and Union Avenue Extension (NYS Route 300) from R-3 to the Adjacent B Zoning District."

SECTION 2. FINDINGS.

The Town of Newburgh Town Board has performed the necessary analyses and studies in connection with its review of the Town's Comprehensive Plan and this Zoning Amendment. The Town Board hereby provides this zoning correction to accurately reflect the current development pattern of the surrounding neighborhood and allow for the property to be redeveloped in a manner which will allow for business use while retaining the residential character of the area, in line with the recommendations of the Town Comprehensive Plan.

SECTION 3. PURPOSE.

The purpose of this local law is to rezone certain property located at the northern corner of the intersection of Union Avenue and Union Avenue Extension (New York State Route 300) and fronting portions of said street and highway from the R-3 (Residential) Zoning District to the adjacent B (Business) Zoning District.

The area to be rezoned is comprised of a property which is situated on the eastern side of Union Avenue at its intersection with Union Avenue Extension (New York State Route 300) designated as Section 62 Block 1 Lot 8 on the tax map for the Town of Newburgh, which is approximately 0.6 acres in size, together with the fronting portions of the public rights of ways to the center line of each street. The owner of the property, JM and DM Holdings, LLC. has petitioned for the change in zoning.

SECTION 4. ZONING CODE AMENDMENT

Section 185-5 entitled "Zoning Map" of Chapter 185 entitled "Zoning" of the Code of the Town of Newburgh is hereby amended to read as follows:

"§ 185-5. Zoning Map.

The boundaries of said districts hereby established are shown on the August 19, 1974, Zoning Map, Town of Newburgh, as last amended by Local Law No. __ of the Year 2022, which accompanies and which, with all explanatory matter thereon, is hereby adopted and made a part of this chapter. The exact location of each zoning district boundary is recorded on an Official Zoning Map in the office of the Town Clerk in accordance with § 264 of Town Law."

SECTION 5. ZONING MAP AMENDMENT.

The Zoning Map of the Town of Newburgh, adopted and made a part of Chapter 185 of the Code of the Town of Newburgh pursuant to Section 185-5, as last amended by Local Law No. __ of 2022, is hereby amended to change the Zoning District from R-3 to B for the property described in Exhibit A annexed hereto and made a part hereof and shown on the zoning map section annexed hereto and made a part hereof as Exhibit B.

SECTION 6. SEVERABILITY.

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall be confined in its operation to the clause, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered, and the remaining provisions shall remain in full force and effect.

SECTION 7. SUPERSEDING PROVISION.

To the extent that any State or local laws fail to provide specific authority for this Local Law or the procedures necessary for its adoption, or otherwise appear to be in conflict with this Local Law or the procedures followed for its adoption, then such laws, including, but not limited

to, Town Law §§ 264 and 265, are hereby superseded by this Local Law pursuant to New York Municipal Home Rule Law and the common law.

SECTION 7. EFFECTIVE DATE.

This Local Law shall take effect immediately upon its filing with the Secretary of State in accordance with the New York State Municipal Home Rule Law.

Exhibit A
Description
Zoning Map Amendment

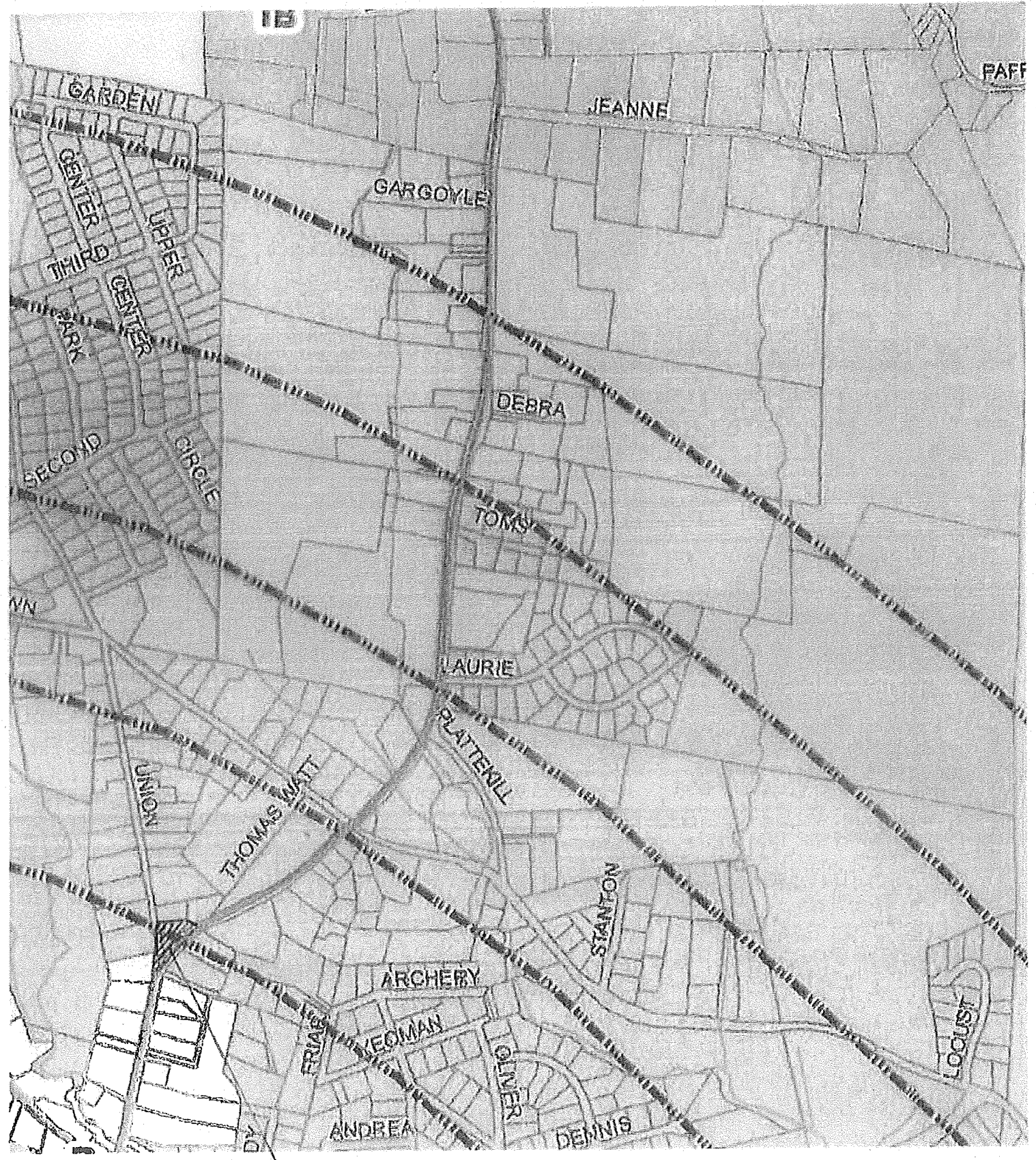
All that certain piece or parcel of land, situate, lying and being in the Town of Newburgh, County of Orange, State of New York, being more accurately bounded and described as follows:

Beginning at a point at the intersection in the centerline of Union Avenue Extension (N.Y.S. Route 300) with the centerline of Union Avenue;

THENCE, Northerly along the centerline of Union Avenue to a point opposite the southerly boundary line of reputed lands of Seneca, Liber 12242, Page 880; thence; along the southerly boundary line of Seneca, North 89 degrees 23 minutes 00 seconds East 25 feet +/- to an iron pipe found; thence along said Seneca North 89 degrees 23 minutes 00 seconds East 175.00 feet, to an iron pin found; thence along the reputed lands of Serbinov, Liber 11938, Page 700, South 36 degrees 34 minutes 00 seconds East 56.18 feet, to an iron pipe found, thence continuing South 36 degrees 34 minutes 00 seconds East 25 feet +/-, to the centerline of the above mentioned Union Avenue Extension; thence Southwesterly along the centerline of Union Avenue Extension to the point or place of beginning.

Exhibit B

AMENDED ZONING MAP SECTION



Subject Property to Be Rezoned R-3 to B (Business) Zoning District

NOTICE CONCERNING LEAD AGENCY

The Town of Newburgh Town Board, in accordance with Article 8 of the State Environmental Conservation Law, gives Notice as follows:

1. The Town Board proposes to amend the Town of Newburgh Zoning Map to rezone certain property located at the northern corner of the intersection of Union Avenue and Union Avenue Extension (New York State Route 300) and fronting portions of said street and highway from the R-3 (Residential) Zoning District to the adjacent B (Business) Zoning District. The area to be rezoned is comprised of a property which is situated on the eastern side of Union Avenue at its intersection with Union Avenue Extension (New York State Route 300) designated as Section 62 Block 1 Lot 8 on the tax map for the Town of Newburgh, which is approximately 0.6 acres in size, together with the fronting portions of the public rights of ways to the center line of each street. The owner of the property, JM and DM Holdings, LLC, has petitioned for the change in zoning.

2. The Town Board has made the following findings:
- (a) The proposed action is subject to the State Environmental Quality Review Act.
 - (b) The action may involve one or more other agencies.
 - (c) The action is preliminarily classified as a Type I action pursuant to 6 NYCRR Part 617. (d) Coordinated review of the action is appropriate

3. The Town of Newburgh Town Board shall be designated as Lead Agency if no objection to such Lead Agency status is received by the Town Board from any other involved agency within thirty calendar days of mailing this notice to such agencies. All involved and interested agencies are as follows:

Town of Newburgh Planning Board
1496 Route 300
Newburgh, New York 12550

Town of Newburgh Zoning Board of Appeals
1496 Route 300
Newburgh, New York 12550

Orange County Department of Planning
124 Main Street
Goshen, New York 10924

Dated: March 4, 2022

TOWN OF NEWBURGH TOWN BOARD; Gilbert J. Piaquadio, Supervisor

LEAD AGENCY DETERMINATION

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

In the Matter of the Town of Newburgh Zoning Map Amendment of Property at the Intersection of Union Avenue and Union Avenue Extension (Route 300) from R-3 to B

**RESPONSE TO REQUEST THAT TOWN BOARD OF THE TOWN OF NEWBURGH
SERVE AS LEAD AGENCY**

On behalf of _____, I acknowledge receipt of the Lead Agency Notice in this matter which was mailed/delivered on March __, 20022

The above named agency hereby

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

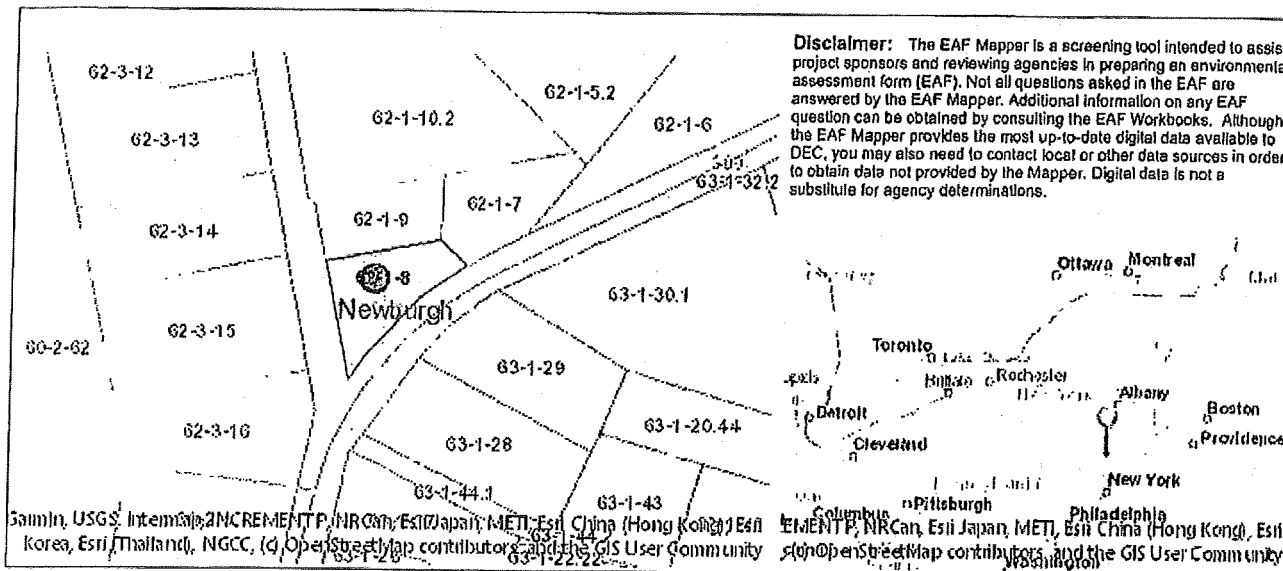
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: JM AND DM HOLDINGS LLC			
Project Location (describe, and attach a location map): 1463 Route 300, Town of Newburgh, Orange County, NY, SBL No. 62-1-8			
Brief Description of Proposed Action: Petition to the Town of Newburgh Town Board to amend the Town zoning map, rezoning the above-referenced property, from R-3 (residential) to B (business).			
Name of Applicant or Sponsor: JM AND DM HOLDINGS LLC, c/o Jacobowitz & Gubits, LLP		Telephone: (845) 778-2121 E-Mail: mgw@jacobowitz.com	
Address: 158 Orange Avenue P.O. Box 367			
City/PO: Walden		State: NY	Zip Code: 12586
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 1.02 acres b. Total acreage to be physically disturbed? _____ 0 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 1.02 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (Specify): Mixed-use <input type="checkbox"/> Parkland			

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

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
Indiana Bat	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		
No construction proposed as a result of requested action		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>JM AND DM HOLDINGS LLC, c/o Jacobowitz & Gubits, LLP</u> Date: <u>November 9, 2021</u>		
Signature: <u><i>M. Marasakian</i></u> Title: <u>Attorney for applicant</u>		



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

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [if applicable]
 Project: R-3 to B Zoning Map Amend. Union Ave
 Date: 01/23/2022

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)			
<i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1j	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____	<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h., D.2.g.) <i>If "Yes", answer questions a - f. If "No", move on to Section 7</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

NO

YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2-3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

NO

YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.

(See Part I. C.2.c, E.1.c., E.2.q.)

If "Yes", answer questions a - e. If "No", go to Section 12.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part I. E.3.d)

If "Yes", answer questions a - c. If "No", go to Section 13.

NO

YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

 NO YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

 NO YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

 NO YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1, D.2.q., E.1. d, f, g, and h.)

NO YES

If "Yes", answer questions a - m. If "No", go to Section 17

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

NO

YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Other: _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

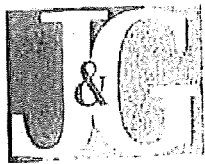
NO

YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM



**JACOBOWITZ
AND GUBITS LLP**
COUNSELORS AT LAW

November 16, 2021

Gerald N. Jacobowitz**
David B. Gubits**
Howard Protter
Donald G. Nichol**
Larry Wolinsky**
J. Benjamin Gailey
John C. Cappello
George W. Litheo**
Michele L. Babcock
Gary M. Schuster
Marcia A. Jacobowitz
William E. Duquette
Kara J. Cavallo
Kelly A. Pressler
Michael Wagner*
Marissa G. Weiss
Michael J. Kenney
Rebecca B. Mantello
Christina Randazzo**
Kara M. Nelson
Cynthia J. Hand

*Admitted in NJ
**OF COUNSEL

REPLY TO:
158 Orange Avenue
P.O. Box 367
Walden, NY 12586
tel. (845) 778-2121
fax (845) 778-5173

548 Broadway
Monticello, NY 12701
tel. (845) 791-1765
fax (845) 794-9781

JACOBOWITZ.COM

Via Email: town-clerk@townofnewburgh.org; supervisor@townofnewburgh.org

Hon. Gil Piaquadio, Supervisor
and Town Board Members
Town of Newburgh
496 Route 300
Newburgh, New York 12550
(845) 564-4552
Attn: Hon. Joseph P. Peci, Town Clerk

RE: Petition of JM and DM Holdings, LLC
Owner of Town of Newburgh Tax Map Parcel 62-1-8
For Amendment of the Zoning Map to Rezone This Property
From R-3 (Residential) to B (Business)
Our File No. 114942-001

Dear Honorable Supervisor Piaquadio and Town Board Members:

I am hereby submitting one original and five copies of the following documents constituting the formal petition of JM and DM Holdings, LLC seeking an amendment to the Town zoning map, rezoning the above-referenced property from the R-3 (residential) to B (business) zoning district.

1. A fully executed rezoning petition (with exhibits) executed on behalf of JM and DM Holdings, LLC;
2. A proposed local law attached to said petition, amending the zoning map to rezone the above-referenced parcels from the R-3 (residential) to B (business) zoning district. This parcel is surrounded by parcels zoned business, which are consequently comprised of both residential, business, and mixed-use development akin to the development proposed for this parcel. If rezoned, the Petitioner proposes that the Property be developed in a manner that would permit a professional (medical) office and accessory apartment to be located on the property (subject to site plan review), which would allow the property owner to redevelop this property and provide for a low-traffic, mixed-use development while retaining

the residential character of the property, in line with the recommendations of the Town Comprehensive Plan.

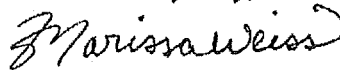
3. A completed Short Environmental Assessment Form and accompanying Narrative.

4. Owner Authorization from the owner authorizing its consultants to process any and all land use applications pertaining to these properties.

We have been advised that there is no fee needed at this time. We will be happy to forward same when the fee is calculated.

We look forward to presenting this petition to your Board and respectfully request that your Board place this matter on its next available agenda to initiate that discussion.

Yours very truly,



Marissa G. Weiss

MGW:rmc

Enclosure

cc: Mark C. Taylor, Esq. Attorney for Town (via email only)
Mr. Joseph Accettura, Client (via email only)

TOWN BOARD
TOWN OF NEWBURGH

In the Matter of the Petition of
JM AND DM HOLDINGS LLC

**REZONING
PETITION**

For Amendment of the Zoning Map
of the Town of Newburgh, Orange County, New York
to Change the Designation of the Property Designated
on the Town of Newburgh Tax Map as Tax Map
Parcel 62-1-8 from the R-3 (residential) to B
(business) zoning district.

**TO: THE HONORABLE SUPERVISOR and
THE TOWN BOARD OF THE TOWN
OF NEWBURGH, ORANGE COUNTY,
NEW YORK:**

The undersigned Petitioner, JM AND DM HOLDINGS LLC ("Petitioner"), respectfully petitions the Town Board of the Town of Newburgh as follows:

WHEREAS, Petitioner owns a ± 1.02 acre parcel of land ("the Property") located on the west side of Route 300 at 1463 Route 300, Town of Newburgh; and

WHEREAS, Petitioner acquired title to the Property by deed dated August 26, 2021 and recorded in the Orange County Clerk's Office on September 27, 2021 in Liber 15059 at page 1159 et seq.; and

WHEREAS, the Property is identified on the most recent Tax Map of the Town of Newburgh as Section 62 Block 1, Lot 8, and is more particularly described in the Schedule annexed as Exhibit "A"; and

WHEREAS, the Property is presently located in the R-3 zoning district, as shown on the portion of the Town of Newburgh Zoning Map annexed as Exhibit "B" and currently contains a single-family dwelling permitted as-of-right; and

WHEREAS, the Property is served by the Town's water districts and by a private septic system; and

WHEREAS, the lands on both the east and west side of Route 300 in the adjacent vicinity of the property are designated within the B (Business) zoning district and are consequently comprised of both residential, business, and mixed-use development; and

WHEREAS, the Town's Comprehensive Plan recommends and encourages "smaller scale commercial areas to be closer to residential neighborhoods" in order to "reduce the likelihood that people would need to drive extended distances to access everyday needs" as a necessary traffic calming technique for the Town's roadways¹; and

WHEREAS, Petitioner's proposes that the Property be developed in a manner that would permit a professional (medical) office and accessory apartment to be located on the Property if rezoning is permitted, subject to site plan review, which would allow the Property to be developed in a manner that will allow for low-traffic, mixed-use development while retaining the residential character of the Property in line with the recommendations of the Town Comprehensive Plan; and

WHEREAS, retaining the existing zoning of Petitioner's property would prohibit such mixed-use development from occurring on-site, in an area designated by the Town Comprehensive Plan for smaller scale commercial development such as a low-traffic professional office which is compatible with the existing surrounding residential, commercial, and mixed-use environment;

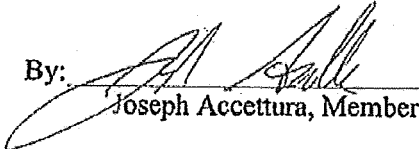
THEREFORE, pursuant to Section 185-60, "Amendments," of the Code of the Town of Newburgh, Petitioner respectfully petitions the Town Board to amend the Zoning Map of the Town of Newburgh as follows:

Designate and classify all of the aforesaid Property (Tax Map No. 62-1-8) into the B Zoning District classification.

Dated: November 12, 2021

Respectfully Submitted:

JM AND DM HOLDINGS LLC

By: 
Joseph Accettura, Member

¹ 2005 Town of Newburgh Comprehensive Plan, pp. III-18, -22.

EXHIBIT A

Schedule A Description

Title Number JT-1587OR

Page 1

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being bounded and described as follows:

BEGINNING at a point of intersection of the easterly line of Union Avenue and the westerly line of Union Avenue Extension and running thence along the easterly line of Union Avenue, North 1 degrees 13' West 179.46 feet to the line of the lands of Goddard; thence along the line of lands of said Goddard, North 89 degrees 23' East 175.00 feet to an iron pipe found; thence, South 36 degrees 34' East 56.19 feet along the line of lands of Terhune to a point in the northwesterly side of the Union Avenue Extension; thence along the side of the said Union Avenue Extension, South 66 degrees 10' West 86.29 feet to a point, still along the said side, South 53 degrees 40' West 104.24 feet to a point; thence still along said side, South 46 degrees 33' West 57.50 feet to the point or place of BEGINNING.

Narrative Description

This proposed petition to the Town of Newburgh Town Board would amend the Town zoning map, rezoning 1463 Route 300 (SBL No. 62-1-8), from R-3 (residential) to B (business). There are no environmental resources that may be adversely affected by this zoning amendment, as this amendment does not authorize site work.

OWNER AUTHORIZATION & AFFIDAVIT

State of New York }
 } ss:
County of Orange }

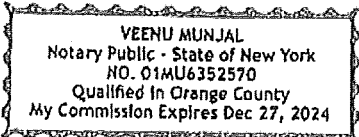
JOSEPH ACCETTURA, being duly sworn, deposes and says:

1. I am a Member of JM AND DM HOLDINGS, LLC and have authority to sign on behalf of the LLC. The statements contained herein are true to the best of my knowledge and belief.
2. JM AND DM HOLDINGS, LLC is the Owner of the property described in the accompanying application for amendment of the Zoning Map to Rezone from R-3 (residential) to B (business).
3. I have reviewed said application and to the best of my knowledge it is accurate and presents a correct statement of the approval requested.
4. The Managing Member of JM AND DM HOLDINGS, LLC has approved and hereby authorizes Jacobowitz and Gubits, LLP to make and process said re-zoning application and all other land use applications associated with the development of Town tax map parcel Section 62, Block 1, Lot 8.

JM AND DM HOLDINGS, LLC

By: *Joseph Accettura*
JOSEPH ACCETTURA, Member

Wen Munjal 11/12/2021
Notary Public



**LOCAL LAW No. ___ of 2021
TOWN OF NEWBURGH**

**A LOCAL LAW AMENDING THE ZONING MAP OF THE TOWN OF NEWBURGH
ENTITLED "ZONING MAP—TOWN OF NEWBURGH"**

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

Section 1. Findings.

The Town of Newburgh Town Board has performed the necessary analyses and studies in connection with its review of the Town's Comprehensive Plan and this Zoning Amendment. The Town Board hereby provides this zoning correction to accurately reflect the current development pattern of the surrounding neighborhood and allow for the property to be redeveloped in a manner which will allow for smaller scale, mixed-use development while retaining the residential character of the area, in line with the recommendations of the Town Comprehensive Plan.

Section 2. Purpose.

It is the purpose of this Local Law to change the zoning designation for property within the Town of Newburgh, and to adopt the Town Zoning Map reflecting such changes.

Section 3. Zoning Map Amendments.

The Zoning Map of the Town of Newburgh, entitled "Zoning Map—Town of Newburgh" is hereby amended as follows:

The following property shall be zoned B:

- Section 62, Block 1, Lot 8.

Section 4. Zoning Map.

The Zoning Map of the Town of Newburgh, attached hereto, is hereby adopted.

Section 5. Severability.

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall be confined in its operation to the clause, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered, and the remaining provisions shall remain in full force and effect.

Section 6. Superseding Provision.

To the extent that any State or local laws fail to provide specific authority for this Local Law or the procedures necessary for its adoption, or otherwise appear to be in conflict with this Local Law or the

procedures followed for its adoption, then such laws, including, but not limited to, Town Law §§ 264 and 265, are hereby superseded by this Local Law pursuant to New York Municipal Home Rule Law and the common law.

Section 7. Effective Date.

This Local Law shall take effect immediately upon its filing with the Secretary of State in accordance with the New York State Municipal Home Rule Law

ZONING

185 Attachment 9

Town of Newburgh

Table of Use and Bulk Requirements
R-3 District - Schedule 5
[Amended 9-28-1998 by L.L. No. 10-1998; 4-8-2000 by L.L. No. 2-2000]

A Accessories	B Permitted	C Primary Use	D Use subject to Site Plan Review for the Primary Use	Minimum Required										Maximum Permitted				
				Lot Area (sq. ft.)	Lot Width (ft.)	Lot Depth (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Side Yard (feet)	Side Yard (feet)	Handicap Free Area (sq. ft.)	Permit Fee	Lot Building Coverage (%)	Building Height (feet)	Lot Surface Coverage (%)		
1 Home occupation ²	CU-1, DU-1, J-1 and 4	1. Single-family dwellings, out to second 1 dwelling unit per lot a. Without both public sewer and public water b. Without public sewer and public water c. With either public sewer or public water only	Use subject to Site Plan Review for the Primary Use	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
2 Private garage or carport for not more than 4 vehicles	CU-3 DU-1 CU-5	2. Without both public sewer and public water		40,000 ⁴	130'	150'	40'	40'	30'	30'	30'	30'	30'	NA	NA	15%	15'	30%
3 Garden house, detached, landing or sunning porch or terrace in accordance with § 185-41	CU-3	3. Without both public sewer and public water		15,000	35'	100'	40'	40'	15'	15'	15'	15'	900	NA	NA	15%	15'	30%
4 Signs in accordance with § 185-14: a. Professional b. Residential c. Identification	CU-3, DU-1 and 4 DU-2, DU-3 and 4 DU-5	4. Identification		15,000	30'	125'	40'	40'	15'	15'	15'	15'	900	NA	NA	15%	15'	30%
5 Backing up to 5 (total) days or out over 6 months of year based on a lot of 2 acres or more	CU-3	5. Backing up to 5 (total) days or out over 6 months of year based on a lot of 2 acres or more		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	15%	15'	30%
6 Backing up to 2 houses on a lot of 2 acres or more	DU-7, DU-10 and 11 CU-3, DU-10 and 4 DU-11	6. Backing up to 2 houses on a lot of 2 acres or more		4 acres	150'	150'	40'	40'	25'	25'	25'	25'	600	NA	NA	25%	25'	30%
7 Outlets parking as required by the municipal use	DU-5	7. Outlets parking as required by the municipal use		10 acres	300'	300'	10'	35'	35'	35'	35'	35'	300	6.0	35%	35'	65%	
8 Outlets parking for commercial vehicles in accordance with § 185-13	CU-3	8. Outlets parking for commercial vehicles in accordance with § 185-13		14 acres	300'	300'	50'	50'	30'	30'	30'	30'	600	6.0	35%	35'	60%	
9 Separate living quarters within the permitted structure for persons employed in the premises	CU-1 and 2 DU-12	9. Separate living quarters within the permitted structure for persons employed in the premises		15,000 per unit in accordance with § 185-52	150'	150'	40'	40'	25'	25'	25'	25'	900	NA	25%	25'	30%	
10 Accessory apartments in accordance with § 185-31 ²	CU-3 DU-1 and 4 DU-11	10. Accessory apartments in accordance with § 185-31 ²		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	15%	15'	30%		
11. Single-unit detached in accordance with § 185-40	CU-3	11. Single-unit detached in accordance with § 185-40		10 acres	300'	300'	200'	200'	200'	200'	200'	200'	NA	NA	15%	15'	30%	
12. Nursery school or day care	DU-11 DU-1	12. Nursery school or day care		2 acres	150'	150'	50'	50'	50'	50'	50'	50'	NA	NA	20%	20'	40%	

NEWBURGH CODE

Table of Use and Bulk Requirements
R-3 District – Schedule 5
(Cont'd)

A Accessory Item	B Retained With	C Permitted Item	D. Use Subject to Site Plan Review 1.7. Residential dwellings not to exceed 2 dwelling units per lot: a. Without both public sewer and public water b. Without public sewer and public water c. With either public sewer or public water system only	Maximum Required										Maximum Permitted			
				Lot Area (sq. ft.)	Lot Width (feet)	Lot Depth (feet)	Front Yard (feet)	Rear Yard (feet)	1 Side Yard (feet)	Both Side Yards (feet)	Inhabitable Floor Area (sq. ft.)	Dwelling Units Per Acre	Lot Building Footprint (feet)	Building Footprint (feet)	Lot Surface Permitted (feet)		
				50,000	125.5'	110	125	40		35	50.25'	50.25'	900	NA	20%	15	4%

NOTES:
1. Certain conditional uses are not permitted in this zone.
2. Also subject to special permit from the Planning Board of Appeals.
3. Not applicable to the overall parcel.

ZONING

185 Attachment 11

Town of Newburgh

Table of Use and Bulk Requirements
B District - Schedule 7
[Amended 9-23-1998 by I.L. No. 10-1998; 1-20-2009 by I.L. No. 2-2009]

A. Accessory Uses	B. Permitted With	C. Permitted Use	D. Use Subject to Site Plan Review by the Planning Board	Minimum Required						Minimum Permitted					
				Lot Area (square feet)	Lot Width (feet)	Lot Depth (feet)	Front Yard (feet)	Rear Yard (feet)	1 Side Yard (feet)	Back Side Yard (feet)	Habitable Floor Area Per Dwelling Unit (square feet)	Dwelling Units Per Acre	Lot Building Coverage (percent)	Building Height (feet)	Lot Surface Coverage (percent)
1. Home occupations:	C1 and 2	1. Existing single-family dwellings: a. Without both public sewer and public water systems b. With both public sewer and public water systems		20,000	125	150									
2. Private garage or carport for not more than 4 vehicles	C1, 2, 4 and 5 D1-12	c. With other public sewer or public water only		15,000	100	125	40	40	15	30					
3. Garden house, isolated, wading or swimming pool or tennis court in accordance with § 185-43f	C1, 2 and 4	2. Existing 2-family dwellings: a. Without both public sewer and public water systems b. With both public sewer and public water systems c. With other public sewer or public water only		17,500											
4. Off-street parking as required by the principal use	All	3. Municipal buildings and town activities		30,000	150	175		50			900	NA	25%	35	50%
5. Storage building up to 50% of the floor area of the principal building	D5 and 11	4. Membership clubs without outdoor recreation facilities in accordance with § 185-29		22,500	125	150			25						
6. Signs in accordance with § 185-14: a. Professional b. Business c. Institutional d. Identification	C1 and 2, D1, D17 C5, D1-12 C3 and 4, D10 C3-5, D1-12	5. Funeral homes		25,000	150	175		40	15	30			20%	NA	
7. Keeping up to 5 (total) dogs or cats over 6 months of age	C1 C2	1. Retail and personal services stores, health clubs and fitness facilities		15,000	100	125	40	30	15	30			40%	35	60%
8. Off-street parking for commercial vehicles in accordance with § 185-13	D1-9, 11 and 12	2. Business, professional and research offices and banks		20,000							NA	NA	40%	35	80%
9. Accessory apartments in accordance with § 185-38	C1 and 2	3. Motor vehicle repair and public storage in accordance with § 185-28										NA	40%	35	80%
10. Fuel tanks in accordance with § 185-39	D2, 5, 11 and 12	4. Bed and breakfast establishments		5 acres	200	200	50					3	25%	50	60%
11. Small fire earth stations in accordance with § 185-40	C1, 3 and 5 D1-12	5. Theaters		5 acres	300	300	60						30%	40	80%
12. Cafeterias and clinics for employees	D2 and 12	6. Conferences, conventions and other gatherings		3 acres	300	300	60	60					30%	40	80%
13. Restaurants and conference and banquet facilities	D2, 7 and 11	7. Hotels and motels in accordance with § 185-27		2 acres	200	200	50						25%	40	50%
14. Retail outlets	D11	8. Shopping centers		10 acres	400	400	60						25%	40	50%
15. Car wash	D5 and 6	9. Theaters of worship, parish houses, seminaries, convents, dormitories and related activities		NA	NA	NA	NA	NA	NA	NA			20%	35	50%
15. Motor vehicle rental agency	D5 and 7	10. Public utility employees and right-of-way		40,000	150	150	50	30	15	30			40%	35	50%

NEWBURGH CODE

A. Accessory Uses	B. Permitted With	C. Permitted Uses	D. Uses Subject to Site Plan Review by the Planning Board	Minimum Required										Maximum Permitted		
				Lot Area (square feet)	Lot Width (feet)	Lot Depth (feet)	Front Yard (feet)	Rear Yard (feet)	1 Side Yard (feet)	Both Side Yards (feet)	Habitable Floor Area Per Dwelling Unit (square feet)	Dwelling Units Per Acre	Lot Building Coverage (percent)	Building Height (feet)	Lot Surface Coverage (percent)	
17 Eating and drinking facilities or food preparation shops not requiring full table service.	D1, 6, 8, 9 and 16		16 Multi-family 17 Veterinarian offices and related services necessary for the complete practice of veterinarian medicine in accordance with § 165-25.	40,000	150	150	40	40	30	60	NA	NA	30%	35	60%	
				2 acres	200	200	40	50	30	60			40%	55	80%	

- NOTES:
- 1 Entry without public water and sewer; 60 with public water and sewer.
 - 2 Entry without public water and sewer; 50 with public water and sewer.
 - 3 Minimum 1,500 square feet of lot area per guest room.
 - 4 Also requires a special permit from the Zoning Board of Appeals.

TOWN OF NEWBURGH

AUDIT # 5

DATE: March 14,2022

TOTAL OF ALL PAYMENTS: \$ 680,956.77

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$680,956.77 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 : _____

Town Clerk Office

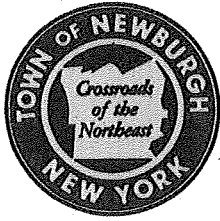
Town Board:

Town Board Meeting March 14, 2022

#7B

Review Status Report and Budget Status Report for February 2022

#9A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 3.7.22

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

T.A.R.A.

*Totaling: \$ 350.00

Canine: \$

Feline: \$ 350.00

Other: \$

TOWN OF NEWBURGH

1496 Route 300
 Newburgh, New York 12550
 (845) 564-5220

DO NOT WRITE IN THIS BOX

DEPARTMENT Animal Control

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

CLAIMANT'S NAME AND ADDRESS
 The Animal Rights Alliance, Inc. (TARA)
 P. O. Box 185
 Warwick, NY 10990
 (845-343-1000)

TERMS _____

Invoice # 119396

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
2/28/22		See attached invoice #119396		\$350.00
			TOTAL	\$350.00

CLAIMANT'S CERTIFICATION

I Suzanne Krump certify that the above account in the amount of \$ 350.00 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

03/01/22 *Suzanne Krump* Bookkeeper
 DATE SIGNATURE 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.

3.7.22 *[Signature]*
 Date Authorized Official

APPROVAL FOR PAYMENT

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

 Date Auditing Board



INVOICE

The Animal Rights Alliance, Inc. (TARA)

60 Enterprise Place
Middletown, NY 10941
845-343-1000

Low-Cost Spay/Neuter Clinic

FOR: Town of Newburgh Animal Control
645 Gidney Ave
Newburgh, NY 12250
(845) 561-3344

Printed: 03-01-22 at 1:56p
Date: 02-28-22
Account: 9241
Invoice: 119396

Date	For	Qty	Description	Net Price	
02-28-22	Meowder	1	Ovariohysterectomy, Feline	45.00	
02-28-22			TECHNICIAN NOTES:	0.00	
02-28-22			1	Penicillin-G	0.00
02-28-22			1	Nail Trim	0.00
02-28-22			1	Ear Cleaning	0.00
02-28-22			1	WEIGHT UPDATE	0.00
02-28-22			1	Rabies Vaccination, 1 Year	0.00
02-28-22			1	FVRCP Distemper Vaccination, Feline	5.00
02-28-22		1	Free Roaming (Stray or Feral)	0.00	
02-28-22	Meowlomar	1	Ovariohysterectomy, Feline	45.00	
02-28-22			TECHNICIAN NOTES:	0.00	
02-28-22			1	Penicillin-G	0.00
02-28-22			1	Nail Trim	0.00
02-28-22			1	Ear Cleaning	0.00
02-28-22			1	WEIGHT UPDATE	0.00
02-28-22			1	Rabies Vaccination, 1 Year	0.00
02-28-22			1	FVRCP Distemper Vaccination, Feline	5.00
02-28-22		1	Free Roaming (Stray or Feral)	0.00	
02-28-22	Meowski	1	Ovariohysterectomy, Feline	45.00	
02-28-22			TECHNICIAN NOTES:	0.00	
02-28-22			1	Penicillin-G	0.00
02-28-22			1	Nail Trim	0.00
02-28-22			1	Ear Cleaning	0.00
02-28-22			1	WEIGHT UPDATE	0.00
02-28-22			1	Rabies Vaccination, 1 Year	0.00
02-28-22			1	FVRCP Distemper Vaccination, Feline	5.00
02-28-22		1	Free Roaming (Stray or Feral)	0.00	
02-28-22	Meowy Jane	1	Ovariohysterectomy, Feline	45.00	
02-28-22			TECHNICIAN NOTES:	0.00	
02-28-22			1	Penicillin-G	0.00
02-28-22			1	Nail Trim	0.00
02-28-22			1	Ear Cleaning	0.00
02-28-22			1	WEIGHT UPDATE	0.00
02-28-22		1	Rabies Vaccination, 1 Year	0.00	



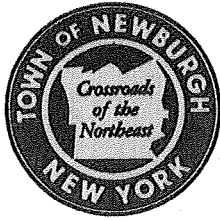
02-28-22		1 FVRCP Distemper Vaccination, Feline	5.00
02-28-22		1 Free Roaming (Stray or Feral)	0.00
02-28-22	Meowzerella	1 Ovariohysterectomy, Feline	45.00
02-28-22		TECHNICIAN NOTES:	0.00
02-28-22		1 Penicillin-G	0.00
02-28-22		1 Nail Trim	0.00
02-28-22		1 Ear Cleaning	0.00
02-28-22		1 WEIGHT UPDATE	0.00
02-28-22		1 Rabies Vaccination, 1 Year	0.00
02-28-22		1 FVRCP Distemper Vaccination, Feline	5.00
02-28-22		1 Free Roaming (Stray or Feral)	0.00
02-28-22	Rum	1 Castration, Feline	45.00
02-28-22		1 WEIGHT UPDATE	0.00
02-28-22		TECHNICIAN NOTES:	0.00
02-28-22		1 Penicillin-G	0.00
02-28-22		1 Ear Cleaning	0.00
02-28-22		1 Nail Trim	0.00
02-28-22		1 Rabies Vaccination, 1 Year	0.00
02-28-22		1 FVRCP Distemper Vaccination, Feline	5.00
02-28-22		1 Free Roaming (Stray or Feral)	0.00
02-28-22	Thicket	1 Ovariohysterectomy, Feline	45.00
02-28-22		TECHNICIAN NOTES:	0.00
02-28-22		1 Penicillin-G	0.00
02-28-22		1 Nail Trim	0.00
02-28-22		1 Ear Cleaning	0.00
02-28-22		1 WEIGHT UPDATE	0.00
02-28-22		1 Rabies Vaccination, 1 Year	0.00
02-28-22		1 FVRCP Distemper Vaccination, Feline	5.00
02-28-22		1 Free Roaming (Stray or Feral)	0.00

Old balance	Charges	Payments	New balance
0.00	350.00	0.00	350.00

If your pet received any of the following vaccines for the first time today, they will need a booster shot in 3 weeks. Distemper, feline leukemia, leptospirosis or a lyme vaccine.

COPY

#9B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 3/1/22

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

*Totaling: \$ 471.25

Canine: \$ 455.00

Feline: \$ 16.25

Other: \$

TOWN OF NEWBURGH

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2880
www.newburghvet.com

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
11/22	800803	<i>Canine</i>		33.00
12/22	801859			422.00
TOTAL				455.00

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 455.00 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.

2/25/2022
DATE

Dora M Cast
SIGNATURE

Office Mgr
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

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: 02-25-22 at 10:38a
Date: 02-11-22
Account: 19984
Invoice: 800803

Date	For	Qty	Description	Price	Discount	Net Price
02-05-22	Emmit	1	CONSULT / EXAM - Sick	88.00	55.00	33.00 **
02-05-22		1	X-RAY SURVEY RADS	394.00	394.00	0.00 **
02-05-22		1	OSHA Compliance Biohazards Fee	9.10	9.10	0.00 **
02-05-22		10	Amoxicillin 250mg capsule #31241	19.55	19.55	0.00 **
02-05-22		10	Prednisolone 5mg individual tablet	19.95	19.95	0.00 **
02-05-22			DIAGNOSIS: Diarrhea-canine			0.00
02-05-22			DIAGNOSIS: Cough			0.00
02-05-22			DIAGNOSIS: Ataxia			0.00
02-06-22		5	Shelter board medical alert k9	277.50	277.50	0.00 **
02-09-22		1	FECAL PARASITE SCREEN + Giar	64.00	64.00	0.00 **
02-10-22		45	Panacur Dewormer / lb (6 Packets)	51.15	51.15	0.00 **
02-10-22		10	Prednisolone 5mg individual tablet	19.95	19.95	0.00 **
02-10-22		10	Amoxicillin 250mg capsule #31275	19.55	19.55	0.00 **
02-10-22		1	Otic- Posatex 15gm #312753	65.00	65.00	0.00 **

Total charges, this invoice... 33.00

**Total discount included: 994.75

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

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 02-28-22 at 10:12a
Date: 02-22-22
Account: 19984
Invoice: 801859

Date	For	Qty	Description	Price	Discount	Net Price
02-16-22	#6-22 Buddy	1	Save Ashes 76-100 lbs. #313113			422.00
Total charges, this invoice...						422.00

LIKE US ON FACEBOOK.COM!

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

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

COFF

TOWN OF NEWBURGH

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
2/16/22	801225	<u>Feline</u>		16.25
TOTAL				16.25

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 16.25 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.

2/25/22 Dora M Cast Office Mgr
DATE SIGNATURE 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.

Date Authorized Official

APPROVAL FOR PAYMENT

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

Date Auditing Board

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 02-16-22 at 10:17a
Date: 02-16-22
Account: 4417
Invoice: 801225

Date	For	Qty	Description	Price	Discount	Net Price
02-09-22	52k-21	1	FECAL PARASITE SCREEN + Giar	64.00	47.75	16.25 **

Total charges, this invoice... 16.25

**Total discount included: 47.75

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

Reminders for: 52k-21	Last done
04/26 Consultation/Exam- Bi-annual	
08/22 FECAL EXAM	02-09-22
04/22 Rabies/Purevax Feline 1yr	
04/22 Spay your pet at 5-6 months	
07/21 Rhinotracheitis/Pan/leuk/Calic	

LIKE US ON FACEBOOK.COM!

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

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

COPY

#10A



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: Lisa Ayers, Town Clerk

FROM: Jim Presutti, Commissioner

DATE: March 2, 2022

RE: 2022 Recreation Charter Bus Trips

Sealed bids for charter bus and school bus destinations for 2022 were opened on Tuesday, March 1st. Only one package was received and the vendor submitted pricing on charter bus trips alone, no school bus trip pricing was provided.

At this time we would like to request the Town Board select Leprechaun Lines for the charter trips as scheduled.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

Bus Trips - Town of Newburgh Recreation - 2022
 49 or 55 passenger Motor Coach with lavatory and DVD
 38

Item #	Date of Trip	Destination (All are round Trip)	Depart Trip	Approx. Return Time	# of Buses Needed	Price per pass.	Price per 50 pass.
1	3/15/2022	Aqua Turf - Plattsville CT	9:00am RC	5:30pm RC	1	895-	995-
2	4/13/2022	Peddler's Village - Lahaska PA	9:00am RC	6:30pm RC	1	1211-	1346-
3	5/14/2022	Turtle Back Zoo - Essex County NJ	9:00am RC	5:00pm RC	1	1057-	1175-
4	6/4/2022	Grest Escape - Lake George NY	8:30am RC	7:30pm RC	1	1290-	1434-
5	8/17/2022	Forestburgh Playhouse - Forestburgh NY	10:45am RC	5:30pm RC	1	761-	846-
6	9/7/2022	Silver Birchies - Hawley PA	9:00am RC	5:00pm RC	1	895-	995-
7	10/4/2022	The Mansion - Mountain Lake NJ	9:30am RC	4:30pm RC	1	828-	920-
8	10/13/2022	Krucker's - Portons NY	9:30am RC	4:30pm RC	1	805-	895-

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.

This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1702 Route 300 Newburgh NY)

RC = Recreation Center (311 Route 32 Town of Newburgh)

Bus Company: Leprechaun Lines Inc.

Address: PO Box 2628

Newburgh NY 12550

Contact person: Sharon Agers

Phone #: 845 565 7900 ext 307

Town of Newburgh Recreation - Bus Schedule - Camp Chadwick

Pricing for School Buses (44 adult, 66 children)

All are Round Trips - From Chadwick Lake Park (1702 Route 300)

Item #	Date	Destination	Depart Time	Approx. Return Time	# of Buses Needed	Cost Per Bus
1	6/29/2022	Howe Caverns - Howes Cave NY	8:00am CLP	5:30pm CLP	5	No Bid
2	7/6/2022	Splashdown - Fishkill NY	9:15am CLP	5:00pm CLP	5	No Bid
3	7/8/2022	Knickerbocker - Portona NY	9:00am CLP	4:30pm CLP	5	No Bid
4	7/13/2022	Zoor Flure - East Durham NY	8:30am CLP	5:30pm CLP	5	No Bid
5	7/20/2022	Great Escape - Lake George NY	8:00am CLP	7:30pm CLP	5	No Bid
6	7/27/2022	Lake Compounce - Bristol CT	8:30am CLP	7:00pm CLP	5	No Bid
7	8/3/2022	Medieval Times - Lyndhurst NJ	9:00am CLP	3:30pm CLP	5	No Bid
8	8/10/2022	Carrelbeck Beach - Tannersville PA	8:00am CLP	7:30pm CLP	5	No Bid
9	8/17/2022	KOA Plattekill NY	9:00am CLP	3:00pm CLP	2	No Bid

Revised 1/29/2022

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.
 This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1700 Route 300 Newburgh NY)

RC = Recreation Center (311 Route 32 Town of Newburgh)

Bus Company: Leprichan Lines Inc.

Address: Po Box 2628

Newburgh NY 12550

Contact Person: Sharon Ayers

Phone #: 845 565 7900 ext 307

#10B



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: Lisa Ayers, Town Clerk

FROM: Jim Presutti, Commissioner

DATE: March 2, 2022

RE: Sealed School Bus Bid Request

The Recreation Department is requesting the Town Board to establish a sealed bid for 2022 school bus camp trips. The first bid request yielded only one vendor bid and covered only charter bus trips.

A copy of the revised bid package is attached.

Regards,

Jim Presutti
Commissioner

Town of Newburgh Recreation -- Bus Schedule-Camp Chadwick
Pricing for School Buses (44 adult, 66 children)
All are Round Trips - From Chadwick Lake Park (1702 Route 300)

Item #	Date	Destination	Depart Time	Approx. Return Time	# of Buses Needed	Cost Per Bus
1	6/29/2022	Howe Caverns - Howes Cave NY	8:00am CLP	5:30pm CLP	5	
2	7/6/2022	Splashdown - Fishkill NY	9:15am CLP	5:00pm CLP	5	
3	7/8/2022	Kruckers - Pomona NY	9:00am CLP	4:30pm CLP	5	
4	7/13/2022	Zoom Flume - East Durham NY	8:30am CLP	5:30pm CLP	5	
5	7/20/2022	Great Escape - Lake George NY	8:00am CLP	7:30pm CLP	5	
6	7/27/2022	Lake Compounce - Bristol CT	8:30am CLP	7:00pm CLP	5	
7	8/3/2022	Medieval Times - Lyndhurst NJ	9:00am CLP	3:30pm CLP	5	
8	8/10/2022	Camelback Beach - Tannersville PA	8:00am CLP	7:30pm CLP	5	
9	8/17/2022	KOA Plattekill NY	9:00am CLP	3:00pm CLP	2	

Revised 1/29/2022

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before
 This list is subject to increase as special events, tickets and shows may come up during the course of the year

CLP = Chadwick Lake Park (1700 Route 300 Newburgh NY)

RC = Recreation Center (311 Route 32 Town of Newburgh)

Bus Company: _____

Address: _____

Contact Person: _____

Phone #: _____

TOWN OF NEWBURGH
EQUIPMENT SPECIFICATIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

1. All buses must be model year **2016** or newer and equipped with anti-lock brakes.
2. The exterior of the bus must be well painted and clean with no signs of damage.
3. The interior of the bus must be clean with upholstery and flooring in good condition.
4. All on-board restroom facilities must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus.
5. Air-conditioning and heating must be in excellent working order.
6. All buses provided for scheduled trips **MUST** be in good condition and meet all Department of Transportation, Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to the Town of Newburgh for inspection.
7. If an inspection of your bus or buses is requested by the Town of Newburgh, the inspection should take place within ten (10) working days of request. The records for the bus or buses **MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION**. Failure to provide these records will eliminate your bid from consideration.
8. Vendor will be responsible for compliance with all DOT/FHWA regulations with regard to their service for The Town of Newburgh bus trip. If more than one (1) driver per bus is needed based on the bid itinerary, it is the vendor's responsibility to determine this need.
9. Any backup or replacement buses used must meet the same criteria as originally required in the bid specifications.
10. Buses shall have a capacity of at least 49 passengers plus driver, except, if the trip list specifies a larger passenger capacity, the bus provided must have at least that capacity.

Bidders shall specify the equipment proposed to be used in fulfilling the contract. Sufficient information to identify and assess the equipment shall be provided. As a minimum, provide the number of units, make, model, age, mileage, condition, style and capacity of the equipment that is proposed to be provided.

TOWN OF NEWBURGH
INSURANCE SPECIFICATIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

The successful bidder(s) shall supply and maintain insurance which defends, indemnifies and holds harmless the Town of Newburgh, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor.

The required insurance coverage shall not be less than the following:

Workers Compensation:	Statutory Requirements
NY State Disability:	Statutory Requirements
General Liability:	\$3,000,000
Automobile Liability:	\$2,000,000

IF YOU DO NOT HAVE A CURRENT CERTIFICATE OF LIABILITY INSURANCE ON FILE WITH THE TOWN OF NEWBURGH TOWN CLERK, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF REQUEST, OR YOUR BID(S) WILL BE ELIMINATED FROM CONSIDERATION IN THE BID AWARD(S).

The successful bidder(s) must furnish the Town with a Certificate of Insurance prior to commencement of work showing coverage in effect. If the certificate will expire before the trip(s) will be taken, a new certificate must be received fifteen (15) days prior to the expiration of your current policy. Insurance certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification to the Town of Newburgh in the event of cancellation, with a thirty (30) day notification period.

INSURANCE CERTIFICATES SHALL NAME THE TOWN OF NEWBURGH AS AN ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE TOWN WITH RESPECT TO ACTS OR OMISSIONS OF THE NAMED INSURED.

A fax copy of the certificate may be sent to the Town Clerk for purposes of the bid, but the original certificate of insurance must be received by the Town Clerk at least five (5) days prior to the scheduled trip date.

The Town reserves the right to terminate the contract if the vendor fails to keep these policies in force for the above amounts or for the duration of the contract period.

TOWN OF NEWBURGH
GENERAL SPECIFICATIONS, TERMS AND CONDITIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

Terms and Conditions

1. Bids are required to be submitted and will be awarded on an individual trip basis. If the vendor defaults in the performance of any trip, however, the Town reserves the right to terminate the bid award(s) to that vendor for all remaining awarded trips and to award the trip to the next lowest responsible bidder(s) for those trips.
2. The prices quoted herein, if accepted, will be considered guaranteed, unadjustable prices for the terms stated herein, unless otherwise so identified in other sections of this bid request.
3. The terms of the agreement awarded from this bid will commence on date of award and expire December 31, 2022, unless otherwise specified in this Request for Proposal/Quotation.
4. This bid agreement shall override any previous agreements for this item(s), except as otherwise provided herein.
5. The Town of Newburgh reserves the right to reject any and all bids if deemed in the best interest of the Town to do so. The Town shall have the authority to award orders, contracts, or services to the bidder(s) best meeting the specifications and conditions as judged solely by the Town.
6. All services shall be performed as described in this bid and shall comply in all respects with applicable Federal, State, County and Town Statutes and Codes.
7. The Town Board shall determine whether bid exceptions are minor in nature or represent a serious departure from the purpose and intent of the specifications and whether or not the best interests of the Town will be promoted by waiving original requirements and accepting exceptions.
8. The Town of Newburgh assumes no responsibility and no liability for costs incurred by bidders prior to the issuance of an agreement, contract or purchase order.
9. Vendors who submit a Proposal(s) in response to this bid may be required to give an oral presentation of their Proposal(s). The purpose of such presentation is to provide an opportunity for the vendor to clarify or elaborate on their bid.
10. Bids are solicited only from competent, experienced and financially qualified vendors who meet all the qualifications and or specifications of this bid document as determined solely by the Town of Newburgh.
11. The Town reserves the right to utilize transportation service from the successful bidder(s) for any and all programs and trips listed herein and to eliminate any program or trip location upon 48 hours notice before coach bus trips and 24 hours notice before school bus trips, at its discretion.
12. The Town reserves the right to request transportation service for additional programs and trips that are anticipated but cannot be identified at this time. Additional services needed shall be negotiated on an as needed basis based on trip location, time and service availability. The Town will solicit prices in accordance with its purchase policy guidelines.

Payment for Work Performed

Payment will be made on the completion of each trip for service in accordance with the price schedule submitted by the successful bidder(s). The Town does not guarantee the actual number of each item that will actually be required. The Town shall be held harmless by the successful bidder(s) for lost revenue, profit or any other hardship due to the actual services procured during the award period.

Bidder Qualification Requirements

1. Bids will only be accepted from thoroughly competent, experienced and financially qualified transportation service firms as determined solely by the Town of Newburgh. The bidder must demonstrate, upon request, that it has five (5) years immediate acceptable prior experience in providing such services. The Town will be the sole judge as to any bidder's fulfillment of the stated requirements and qualifications.
2. All bidders must have a current and valid transportation business registration, licenses and permits as required by law at the time of bid submission and must remain valid for the entirety of the contract period.
3. All bidders and their commercial licensed drivers must hold a current and valid New York State Drivers License for providing this service.
4. All bidders shall be required to execute and submit a non-collusion statement with their bids in accordance with New York State law.
5. All bidders must supply at least three (3) references, including contact persons name, address and phone number for which they have provided similar services.

Firm
Description
Contact Person
Phone #

6. The successful bidder must comply with New York State Labor Laws.

It is mutually understood that the successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Town of Newburgh. Failure to comply with this requirement will result in the cancellation of this contract.

Cancellation/Termination

Any violation of the terms, conditions, requirements and/or non-performance of the contract shall result in immediate cancellation. The bid award may be immediately cancelled upon written notice for cause, including, but not limited to, the following:

- (1) failure to provide personnel or equipment to the Town's satisfaction or failure in any other way deliver to perform or provide service within the terms of contract;
- (2) failure of the equipment or service to meet specifications;
- (3) default by vendor in connection with any other prior Town of Newburgh trip;
- (4) misrepresentation by the vendor;
- (5) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the Town;
- (6) conflict of contract provisions with constitutional or statutory provisions of the laws of the State of New York or federal law; and
- (7) any other breach of contract.

The Town of Newburgh reserves the right without cause or penalty, to terminate the contract award at any time upon thirty (30) days written notice, when it has been determined to be in the best interest of the Town. Cancellation does not release the Vendor from its obligation to provide goods or services per the terms of the contract during the notification period.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal.

Company Name and Address

By: _____, an authorized representative
Signature

Dated: _____

Print Name & Title

Email Address: _____

Phone Number: _____

Fax Number: _____

CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

Signature of Authorized Representative

Title

Name of Authorized Representative (Printed)

Date

NOTICE TO BIDDERS
9 BUS TRIPS
DURING CALENDAR YEAR
2022
RECREATION DEPARTMENT
TOWN OF NEWBURGH,
NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be accepted on behalf of the Town of Newburgh Town Board by the Town Clerk at 1496 Route 300, Newburgh, NY, 12550 until 10:30 a.m. prevailing time on _____ 2022, at which time bids will be publicly opened and read aloud in the meeting room of Town Hall.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES to the above address given and shall bear on the face thereof the name and address of the bidder and the item being bid.

BIDS SHALL BE ON FORMS PROVIDED BY THE TOWN CLERK. Forms and detailed specifications are available to interested bidders between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday at the Town Clerk's Office.

BIDS are for 9 school bus trips to various locations, the first of which will take place on June 29, 2022 and the last of which is scheduled for August 17, 2022.

BIDDERS will be requested to submit individual bids per trip. The Town reserves the right to award trips individually for each trip.

TRIPS to be bid upon are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hours before the trip for coach bus trips and 24 hours for school bus trips. The list of trips is subject to increase as special events, tickets and shows may come up during the course of the year. At that time, the Recreation Department shall solicit prices in accordance with the Town's purchase policy.

THE LIST OF TRIPS is available as a part of the specifications available from the Town Clerk's office.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF NEWBURGH
LISA M. VANCE-AYERS,
TOWN CLERK

#10C



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: March 7, 2022

RE: Part Time Clerk Position

At this time we are requesting your approval to begin the process to hire a Part Time Clerk to work at the Dial-A-Bus desk replacing Patricia Van Duser who resigned as of March 4th. The funds for this position are in the current 2022 Budget.

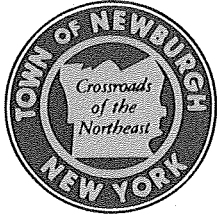
Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Jim Presutti", with a long horizontal line extending to the right.

Jim Presutti

#10D



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: March 4, 2022

RE: 2022 T-Shirt Bid Approval

The Recreation Department has requested quotes from four vendors for our 2022 t-shirt requirements.

At this time, I am requesting your approval to accept the quote from Fusion Graphix at the price of \$4.54 (majority).

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

2022
TOWN OF NEWBURGH RECREATION DEPARTMENT
T- SHIRTS QUOTES

NAME: Fusion Graphix Inc.

ADDRESS: 1130 Route 17K
Montgomery, NY 12549

CONTACT NAME: Jessica Venetis

TELEPHONE: (845) 457-7746

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
4.54	4.54	5.04	N/A

XXL → \$2.00 ea
 XXXL → \$3.00 ea

Quoted 2/1/22

#11



HIGHWAY DEPARTMENT


90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

✓

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent 

DATE: February 23, 2022

RE: MEO 1A Employee's

I am requesting permission to be able to hire 2 Full time MEO 1A for the Highway Department, to replace the 2 MEO'S, Steve Ponessa & Brett Sullivan who have left in December of 2021, & January of 2022.

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

MH:ch
cc: Charlene Black, Personnel Department

#12A



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Lisa M. Vance Ayers
Town Clerk

Dawnmarie Busweiler
First Deputy Town Clerk

Tiffany M. Ray
Second Deputy Town Clerk

845-564-4554

Fax: 845-564-8589

e-mail: lisaayers@townofnewburgh.org

tiffanyray@townofnewburgh.org

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Lisa M. Vance Ayers, Town Clerk

DATE: March 10, 2022

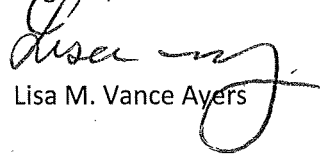
RE: Deputy FOIL Officer

Dear Supervisor Piaquadio and Town Board,

Due to the resignation of Tiffany Ray, I will now have to replace her in her duties as deputy FOIL Officer For the Town.

I am looking for approval to appoint my First Deputy Dawnmarie Busweiler as deputy FOIL Officer.

Regards,


Lisa M. Vance Ayers

#12B



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Lisa M. Vance Ayers

Town Clerk

Dawnmarie Busweiler

First Deputy Town Clerk

Tiffany M. Ray

Second Deputy Town Clerk

845-564-4554

Fax: 845-564-8589

e-mail: lisaayers@townofnewburgh.org

tiffanyray@townofnewburgh.org

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Ro]n Clum Town Accountant

FROM: Lisa M. Vance Ayers, Town Clerk

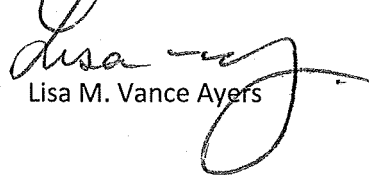
DATE: March 10, 2022

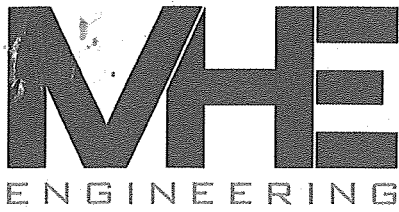
RE: Change in Signers for Town Clerk's Bank Account

Dear Supervisor Piaquadio and Town Board,

I am asking for approval to take past Town Clerk Joseph P. Pedi off of the Town Clerk bank account that is currently open at Orange Bank and Trust Co. I would like to add my First Deputy Dawnmarie Busweiler as the second signer on the bank account.

Regards,


Lisa M. Vance Ayers



REQUEST FOR QUOTATION/BID

**Meadow Hill Relief Sewer
Force Main Cleaning &
CCTV Inspection**

**TOWN OF NEWBURGH
*Orange County, New York***

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

**Meadow Hill Relief Sewer
Force Main Cleaning &
CCTV Inspection
February 4, 2022**

General:

The Town of Newburgh requests proposals for the Force Main Cleaning and Sewer CCTV Inspection project, the force main runs from the Meadow Hill Comminutor Station to NYS RT-300 as generally identified on the attached map. The general scope of the project involves the cleaning and televising approximately 1,800-linear feet of 6-inch sanitary sewer force main (Note: portion under NYS Thruway may be 4" \emptyset). Bypass pumping and dewatering if required is deemed included. A digital copy of the CCTV and suitable log will be provided to the Town. The work shall be performed by experienced personnel. Each contractor working on the project shall be responsible for coordination with the Town of Newburgh, all other Contractors who may be performing related or non-related work, and all utility companies who may have improvements in the project area.

The project work is located from the Meadow Hill Comminutor Station Vault to NYS RT-300 east side right-of-way. The force main runs through vacant wooded area (steep), across the NYS Thruway (no access permitted, may encounter 4" \emptyset pipe), easterly across the Newburgh Mall parcel to NYS RT-300 (See attached sheets for plan). Contractor's use of the site shall be limited to the performance of the work. Work is within Easements in some locations.

Contractor is expected to maintain a safe, clean and orderly work area, with daily cleanup to be performed. Contractors will be responsible for providing their own on-site equipment and materials storage facilities, if so required, with the location to be as acceptable to the Town.

Prices quoted shall reflect total cost for all work, complete, including all materials, labor, plant and/or equipment as necessary for satisfactory completion.

The Contact Person for the Town of Newburgh shall be Patrick J. Hines, MHE Engineering, Phone No. 845-567-3100. All scheduling, arrangements for access, coordination for temporary road closures, coordination with operations and activities, etc. shall be made with the Town's contact person noted above.

See attached plans for general layout, approximate clean out location, and clean out detail of existing 6-inch force main.

GENERAL SCOPE OF WORK:

The following is a general description of the work to be performed:

Furnish all Labor, Materials and equipment necessary for Force Main Cleaning and Sewer CCTV Inspection of 1,800 lineal feet of sewer identified on the attached map, including: Furnish all labor, materials and equipment

necessary for cleaning including roots and debris, and televise the Sanitary Sewer in the location identified on the attached map. Inspection of pipeline shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may obstruct the sewage flow or deterioration or damage to the pipe integrity that may impact the pipe. Bypass pumping may be required as part of the investigation. A digital copy and suitable log shall be provided to the Town of Newburgh for later reference.

GENERAL CONDITIONS

SUBMITTAL OF PROPOSALS: All proposals must be submitted in sealed envelopes addressed to the Town of Newburgh, Town of Newburgh Clerk, 1496 Route 300, Newburgh, NY 12550, and must be received up to or prior to 2:00 PM on 22 February 2022. Envelopes should be identified as “**MEADOW HILL RELIEF SEWER FORCE MAIN CLEANING AND CCTV INSPECTION – Bid**”, and bear the name of the bidder on the exterior.

CERTIFICATE OF NON-COLLUSION: All bidders must submit a completed Non-collusion Affidavit as included herein.

OWNER'S RIGHTS RESERVED: The Town of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal in the interest of the Town of Newburgh. The Town of Newburgh reserves the right to award the work as described or any portion of the work, whichever best suits its needs.

CONTRACT PERIOD: The time for completion of the work shall be thirty (30) consecutive calendar days total for the entire project. Work shall commence within fourteen (14) days of the Notice of Award issued by the Town of Newburgh. Should the contractor fail to complete the work within this time period, without excusable reason (acceptable to the Town of Newburgh), it is agreed that liquidated damages will be assessed in an amount of \$50.00 per day.

PROJECT CONDITIONS: Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work is to be performed. Each Bidder shall have visited the site and shall have familiarized himself with all conditions, prior to making his bid. Failure of any Bidder to fully inspect the project site conditions, receive or examine any form, instrument or document shall in no way relieve any Bidder from his obligation to complete the work in a manner acceptable to the Town of Newburgh, in accordance with his Proposal. **A pre-bid walk-through will be held at the Comminutor Site on 15 February 2022 at 11:00AM.**

SAFETY STANDARDS AND ACCIDENT PREVENTION: The contractor shall comply with the safety provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction”, the requirements of the Occupational Safety and Health Act of 1970 (PL 91-596) and all other standards. The contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons and property.

PREVAILING WAGE RATES: The project described in these contract documents is a prevailing wage rate project. It shall be the sole responsibility of the contractor to strictly adhere to all wage rates, regulations and requirements of the New York State Department of Labor. Certified payrolls for all labor forces utilized for, or directly associated with this project shall be submitted by the contractor with all requests for payment. The Owner reserves the right to suspend processing of the contractor's requests for payment until this information is provided.

CONTRACTOR REQUESTS FOR PAYMENT: *The contractor shall provide a single, complete, request for payment, to the Owner at the satisfactory completion of the project. This payment request shall, at a minimum, include the following: Complete signed and notarized AIA G-702 and G-703 Application and Certification for Payment Forms; Itemized spread sheet of individual contract work items; Certified Payrolls; Contractor's Affidavit for Release of Retainage and/or Final Payment form (supplied by engineer). The Owner reserves the right to suspend processing of the contractor's requests for payment until this information is provided.*

INSURANCE: The contractor, prior to the start of work, furnish the Town of Newburgh with proof of carriage of Commercial General Liability with a limit of liability not less than \$1,000,000.00/3,000,000.00 for all property damage or damages arising out of bodily injury, at any time resulting there from, sustained by only one person in any one accident. Proof of Worker's Comp must be submitted. The Town of Newburgh and their Consulting Engineer, MHE Engineering, D.P.C., shall be named as additional insured on the policy. The Certificate of Insurance shall be in a form acceptable to the Town of Newburgh. The contractor shall maintain general public liability insurance, total automobile liability insurance, worker's compensation coverage and any and all other coverages applicable to the work.

INDEMNIFICATION: The contractor, as a condition of acceptance of the work, agrees to indemnify and hold harmless the Town of Newburgh and their Consulting Engineer, MHE Engineering, D.P.C., and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

PROJECT SCOPE: The project under consideration by the Town of Newburgh involves the work described herein this document.

TAXES: Bid prices shall not include sales and compensating use taxes of the State of New York or of any City and County in the State of New York for any materials which are to be incorporated into the work.

LAW AND REGULATIONS: The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the execution and construction of the project shall apply to the Contract throughout, and they will be deemed included in the Contract the same as though herein written out in full. These shall include, but not be limited to, all New York State Labor Laws, Executive Law 296 and Part 53 Title 12 (12NYCRR53). The contractor shall post the schedule of minimum wage rates and each employee engaged in work on the project shall be paid in accordance with the Schedule and all applicable regulations related to same.

BIDDER'S QUALIFICATIONS: All Bidders shall complete the Qualification form attached hereto and the Town

of Newburgh reserves the right to request references or any additional information deemed necessary to review his experience in constructing the type improvements embraced in this project.

PROPOSAL
(FORM OF BID)

Pursuant to and in compliance with this Request for Proposal and the Information for Bidders provided, the undersigned hereby offers to furnish all plant, labor and materials, supplies, equipment and other facilities and things necessary for the complete and proper construction of **Meadow Hill Relief Sewer Force Main Cleaning and CCTV Inspection**, in accordance with the Scope and Layout Drawing provided, General Conditions and specific requirements noted herein, for the following total lump sum prices:

Item No.	Estimated Quantities for Comparing Proposals	Classification	Unit Price Dollars/ Cents	Amount Dollars/ Cents
1.	1 EA	Mobilization of materials and equipment for cleaning and CCTV inspection of pipeline. _____ Dollars and _____ Cents Each.		
1.	1,800 LF	Furnish all labor, materials and equipment necessary clean including roots and debris, and televise the Sanitary Sewer in the location provided on the attached map. Inspection of pipeline shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. Cost shall include dewatering and proper collection and disposal of any effluent, debris, and bypass pumped sanitary sewage. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may obstruct the sewage flow. Bypass pumping will be required as part if the investigation. A digital copy and		

		suitable log shall be provided to the Town of Newburgh, complete. _____ Dollars and _____ Cents per L.F.		
--	--	--	--	--

TOTAL PROPOSAL

Item 1 - 2 (inclusive) \$ _____

_____ Dollars

and _____ Cents

ACKNOWLEDGEMENT

The undersigned being authorized to sign and submit this Proposal for the **Meadow Hill Relief Sewer Force Main Cleaning and CCTV Inspection:**

Bidder's Company Name

Authorized Representative

Company Address

Title

City State Zip

Signature

Telephone Number

Notary

State of New York) Bidder: _____

)
County of) Dated: _____

on this _____ day of _____, 20__ before

me came _____

to me known to be the individual(s) described in and who
executed the foregoing instrument and acknowledged that he
executed the same.

Notary Public

County

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. The Bidder may submit any additional information he desires.

1. NAME OF BIDDER _____

2. PERMANENT MAIN OFFICE ADDRESS: _____

3. WHEN ORGANIZED: _____

4. IF A CORPORATION, WHERE INCORPORATED: _____

5. HOW MANY YEARS HAVE YOU BEEN ENGAGED IN CONTRACTING
UNDER YOUR PRESENT FIRM OR TRADE NAME: _____

6. CONTRACTS ON HAND: (SCHEDULE THESE, SHOWING THE GROSS
AMOUNT OF EACH CONTRACT AND THE APPROPRIATE ANTICIPATED
DATES OF COMPLETION):

7. GENERAL CHARACTER OF WORK PERFORMED BY YOU: _____

8. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY? _____

9. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY?

10. LIST THE MORE IMPORTANT CONTRACTS RECENTLY COMPLETED BY YOU, STATING APPROXIMATE GROSS COST FOR EACH, AND THE MONTH AND YEAR COMPLETED: _____

11. LIST YOUR MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT:

12. EXPERIENCE IN WORK SIMILAR IN IMPORTANCE TO THIS PROJECT:

13. BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF
YOUR ORGANIZATION INCLUDING THE OFFICERS:

14. GIVE BANK REFERENCES:

NON-COLLUSION AFFIDAVIT
Town of Newburgh
Meadow Hill Relief Sewer Force Main Cleaning
and CCTV Inspection

STATE OF NEW YORK

COUNTY OF _____

I, _____, who resides at _____

In the (Town, Village, City) of _____, State of _____

Of full age, being duly sworn according to law on my oath depose and say that:

I am the _____, an officer of the firm of _____, the bidder making this Proposal for the above named work, and that I executed the said Proposal with full authority to do so, that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work, and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the _____, as owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by this contractor making this bid.

Subscribed and sworn to:

Name

Title

Signature

NOTARY:

Before me this _____ day of _____ 20 ____
(affix stamp or seal)

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the **Meadow Hill Relief Sewer Force Main Cleaning and CCTV Inspection** will be received by the Town of Newburgh at the office of the Town of Newburgh Clerk, 1496 Route 300, Newburgh, NY 12550, **until 2:00 PM on 1 March 2022** and then at said place be publicly opened and read aloud.

Copies of the Information for Bidders, Bid Forms and Specifications may be obtained at the Office of the Town of Newburgh Clerk. Bids must be submitted on official forms and in sealed envelope at the above address and shall bear on the face thereof the name and address of the bidder, designation of the Bid Item exactly as specified above and "Town of Newburgh".

A pre-bid walk-through will be held on 15 February 2022 at 11:00AM at the Comminutor Site.

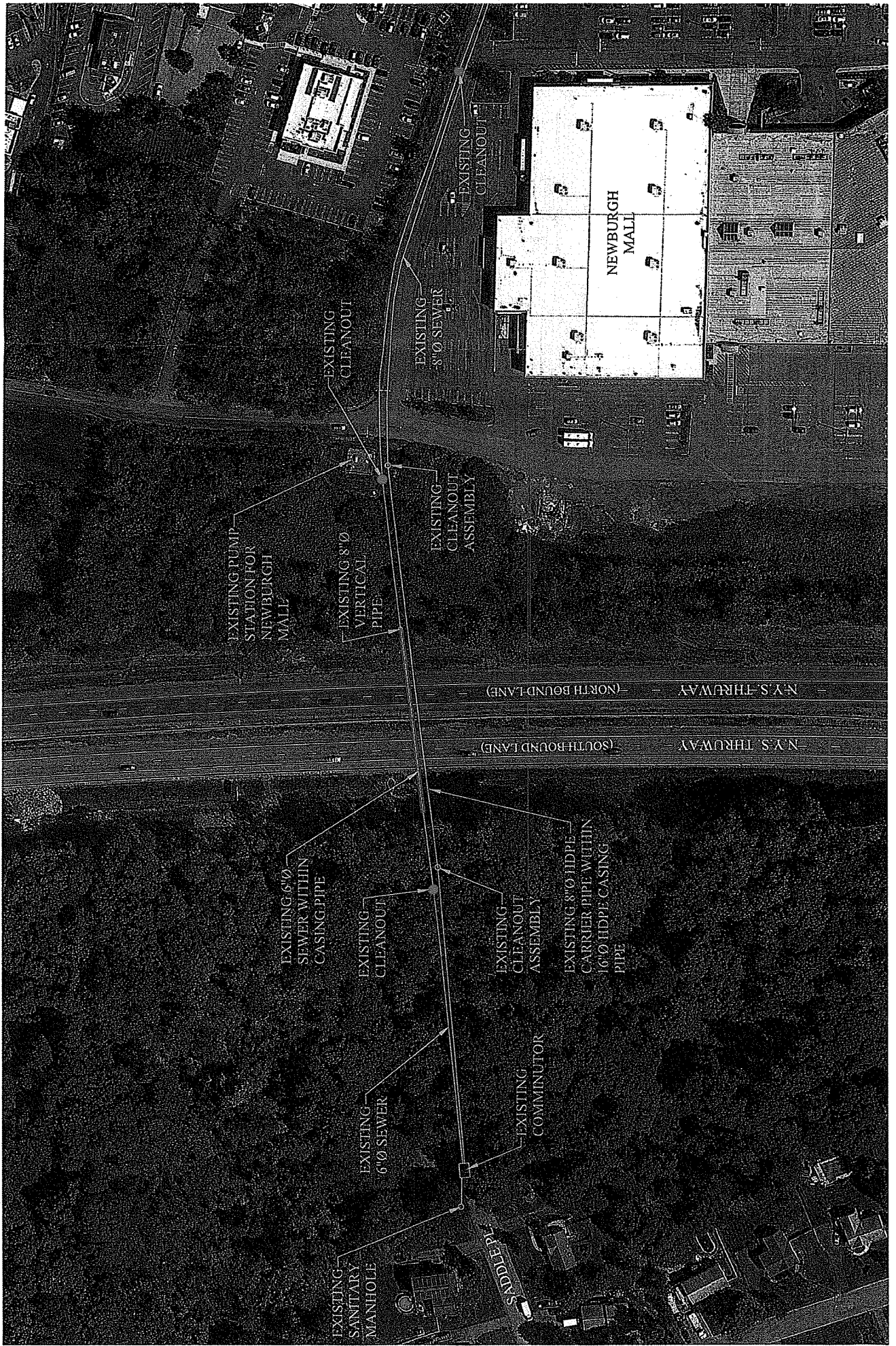
The Town of Newburgh reserves the right to reject any and/or all bids and to re-advertise for new bids. Bids shall be awarded in accordance with General Municipal Law Section 103.

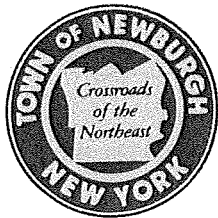
BY ORDER OF THE TOWN BOARD

Lisa Vance-Ayers
Town of Newburgh Clerk

4 February 2022

PLANS & DETAILS





TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#14A
Lisa

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board

From: Charlene M Black, Personnel

Date: March 3, 2022

Re: Part time Clerk Code Compliance

This is a request from Gerald Canfield, Code Compliance Supervisor, to start the hiring process to fill the vacancy that has been created with the resignation of Rhonda Goodrich.

Thank you for your time in this matter.

#14B

**MASTER SHORT FORM AGREEMENT FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER 2022**

THIS AGREEMENT is made as of this _____ day of _____, 2022, between the Town of Newburgh, New York, hereinafter referred to as "OWNER", and Henningson, Durham & Richardson Architecture and Engineering, P.C., hereinafter referred to as "ENGINEER" or "CONSULTANT," for consulting services as described in this Agreement.

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

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

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

SECTION I. PROJECT TASK ORDER

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

SECTION II. RESPONSIBILITIES OF OWNER

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

SECTION III. COMPENSATION

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

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

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

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

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HENNINGSON, DURHAM &
RICHARDSON ARCHITECTURE AND
ENGINEERING, P.C.
"ENGINEER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

STAFF ROSTER AND RATES

HDR

Labor Rates		
Staff	Role	2022 Rates
Jacob Bower	Accounting; Admin	\$88.00
Sean Decken	Production / Deliverables	\$100.00
Haley Rosado, Colin Mills	Graphics, Environmental Scientist, Recon and Mapping	\$125.00 \$153.00
TBD, if necessary	Structural Engineer I	\$130.00
Stacy Calta	Technical / Code; Visual Assessment; SEQRA	\$179.00
Michael Musso, P.E.	Program / Project Manager	\$272.00

Rates are effective through December 31, 2022.

EXHIBIT A

SAMPLE TASK ORDER

This Task Order pertains to an Agreement by and between the Town of Newburgh, New York, (“OWNER”), and Henningson, Durham & Richardson Architecture and Engineering, P.C. (“ENGINEER”), dated _____, 2022, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:

PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

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

PART 3.0 OWNER’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 ENGINEER’S FEE:

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 2022.

HENNINGSON, DURHAM &
RICHARDSON ARCHITECTURE AND
ENGINEERING, P.C.
"ENGINEER"

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT B
TERMS AND CONDITIONS

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

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

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

9. TERMINATION OF AGREEMENT

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

10. SEVERABILITY

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

11. INVOICES

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

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

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

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

12. CHANGES

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

13. CONTROLLING AGREEMENT

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

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

15. HAZARDOUS MATERIALS

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

16. EXECUTION

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

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

17. ALLOCATION OF RISK

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

18. LITIGATION SUPPORT

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

19. NO THIRD PARTY BENEFICIARIES

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

20. UTILITY LOCATION

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

21. UNMANNED AERIAL SYSTEMS

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

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

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

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.