

**WORKSHOP MEETING AGENDA**  
**Monday, February 22, 2016**  
**7:00 p.m.**

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. PLANNING BOARD: Bonus Density—Gardner Ridge
7. SIGN ORDINANCE:
  - A. Approval of Consulting Services
  - B. Signs on Utility Poles
8. ANIMAL CONTROL:
  - A. T-94 Withdrawal: Purchase of Washing Machine
  - B. T-94 Withdrawal: Veterinary Bills
  - C. Start Process for Hiring of Full Time Animal Control Officer
  - D. Start Process to Hire Part Time Animal Control Officer
  - E. T-92 Withdrawal
9. BUILDING & GROUNDS:
  - A. Mold Removal
  - B. Hiring of Custodial Worker
10. REPLACEMENT OF STREET LAMP: Wedgewood
11. RECREATION DEPARTMENT:
  - A. Program Brochure
  - B. Umpires Service Agreement
  - C. Awarding of T Shirt Quotes
12. ENGINEERING:
  - A. Performance Security: Tarben Subdivision
  - B. Proposal for Map Plan & Report for Roseton Hills Sewer District
13. CODE COMPLIANCE: Hiring of Building Inspector III
14. POLICE: Stop DWI Inter Municipal Agreement
15. ASSESSORS OFFICE: Certiorari Suits
16. ADJOURNMENT

6

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

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

James G. Sweeney, P.C., of Counsel

James B. Biagi, of Counsel

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

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

February 5, 2016

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

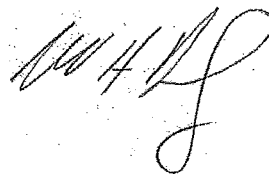
RE: Gardner Ridge

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Members of the Board:

I write to you on behalf of the planning board. On February 4, 2016 the planning board discussed the content of my referral letter to your board dated January 17, 2014 and the applicant's current proposal. The planning board has directed me to communicate to you its intent to revise the referral letter of January 17, 2014 to reflect the current proposal (first presented to the planning board on September 17, 2015) that seeks approval for 144 units, including 36 senior dwelling units and 108 non-senior apartments. The planning board recommends that the town board consider authorizing the planning board to review this revised project under the gross density provisions of the Town of Newburgh Code.

Very truly yours,



MICHAEL H. DONNELLY

MHD/lrm

cc: Town of Newburgh Planning Board  
Darren Doce, P.E.

## Memo

From: V. Doce

To: Gil Piaquadio

2/5/16

Re: Gardner Ridge Density Bonus

Gil,

This morning John Ewasutyn advised Darren that, last night, the Planning Board processed the updated request for treatment of the Gardner Ridge project under the Town density bonus as the Town Board has asked, and that Mike Donnelly is so notifying the Town Board/Town Attorney.

Out of respect for the Town Board and the Town Attorney, John does not want to place the project on the 2/18/16 Planning Board meeting for continuing review until the Town Board is satisfied. Since the Town Board indicated that they were in favor of granting the bonus at their meeting of January 19 and that their only request was the now executed updated letter, may I ask that you notify John that everything is in order as soon as feasible? The lender has placed the applicant under great pressure to advance the project to neg dec and preliminary approval or else funding will be jeopardized. Appearing at the 2/18/16 PB meeting is crucial.

I thank you for anything that can be done.

Vince

# Planning & Development Advisors

7A

February 2, 2016

Hon. Gil Piaquadio, Supervisor  
Town Hall  
1496 Route 300  
Newburgh, NY 12550

Re: Amendment to Proposal for Planning Services – Comprehensive Sign Ordinance Review – EAF Preparation

Dear Supervisor Piaquadio,

The following is an amendment to existing scope of services between the Town of Newburgh (the Town) and Planning & Development Advisors (PDA) related to the Town's on-going review and proposed revisions to its sign ordinance. Mark Taylor has forwarded copies of the current drafts of local laws regulating signs, signs for shopping centers and electronic and illuminated signs. Now that the Town has reviewed in detail the proposed revisions the next step is to prepare the required environmental documentation to satisfy the State Environmental Quality Review requirements.

## Scope of Work

For this assignment PDA has been requested to prepare the appropriate environmental assessment forms for submission to the Town and eventually circulated to other interested and involved agencies and other parties of concern. Given that the proposed amendments affect multiple properties in several different zoning districts, it is suggested that the Full Environmental Assessment Form be used. Procedurally, the EAF is used to assist the Lead Agency in making a determination of significance as to whether the Proposed Action (the adoption of the proposed local laws) will have an adverse environmental impact. It is noted that of the three amendments being considered by the Town, the signs for shopping centers proposal was submitted by a private party and is separate but related to the other two amendments. As part of the preparation of the EAF, there will be required review of various online resources such as the State Historic Preservation Office, Department of Environmental Conservation's environmental assessment form workbooks, specifically Part 2 – Identification of Potential Project Impacts, and the Town's Comprehensive Plan Update. Parts 1 and 2 of the EAF will be prepared for circulation of the proposed amendments to other interested agencies and related parties. Part 3 of the EAF will be prepared as part of the determination of significance prior to the Town Board taking formal action.

The above Scope of Work does not include the following:

- Attendance at meetings and or public hearing (s) including preparation of presentation Field survey and photo-documentation of sign conditions.
- Preparation of EIS documents.
- Review of pending applications.
- Preparation of resolutions.

## Project Timing:

PDA is available to commence the process immediately upon authorization to proceed by the Town of Newburgh.

Preparation of EAF Parts 1, 2  
and 3 would be \$2,400

## Fee Proposal:

The fee for the above scope of work is proposed as follows:

914.552.8413 | email:  
davidbsmith1992@gmail.com

101 Lee Avenue  
Yonkers, New York 10705

*Town of Newburgh Planning Services – EAF for Sign Amendments*

Services requested beyond the scope of work noted above would be billed on a per diem basis with the following hourly fee schedule for personnel assigned to tasks:

Principal:	\$150/hour
Technical/Support	\$65/hour

A maximum of 1.5 hours will be charged for travel for attendance at meetings in the Town. Mileage at the standard mileage rates for travel will be applied and tolls and lodging, if required will be billed at cost. Other expenses such as printing, document production, and postage will be billed at cost.

Should you have any questions regarding the above or attached, please feel free to contact me directly at 914-5528413 or by email [davidbsmith1992@gmail.com](mailto:davidbsmith1992@gmail.com). If this proposal is satisfactory, please indicate your acceptance in the space designated below and return for counter signature.

Kind Regards,

David B. Smith  
Principal

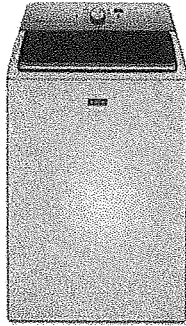
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Cc: Mark Taylor, Town Attorney

9A

Your Store:  
Newburgh, NY

Your Store: **Newburgh, NY**



**Maytag 5.3-cu ft High-Efficiency Top-Load Washer (White) ENERGY STAR**

Item #: 670293 | Model #: MVWB835DW



**View Price in Cart**

MSRP: \$899.00

Ends 2/9/2016

**Get 5%\* Off Every Day or Special Financing\*\***  
Minimum Purchase Required

In use/lifestyle image - dryer not included

**FREE Store Pickup**  
Your order will be ready for Pick up from Lowe's Of Newburgh, NY within 3-7 days.

**FREE Lowe's Truck Delivery**  
Your order will be ready for delivery from Lowe's Of Newburgh, NY within 3-7 days.

**Parcel Shipping**  
Unavailable for This Order  
Sent by carriers like UPS, FedEx, USPS, etc.



- Facebook
- Pinterest
- Twitter
- Google+
- Email

Maytag 5.3-cu ft High-Efficiency Top-Load Washer (White) ENERGY STAR **\$899.00**

3-Year Major Appliance Extended Protection Plan (\$500-\$999.99)	\$69.97
5-Year Major Appliance Extended Protection Plan (\$500-\$999.99)	\$109.97

**Description**

5.3-cu ft High-Efficiency Top-Load Washer (White) ENERGY STAR

- This washer delivers best cleaning in its class driven by the PowerWash® Cycle, which features a combination of extra cleaning action and heated water to attack stubborn stains
- Deep Clean option adds a high-concentration soak early in the cycle providing a deep clean for those settled-in stains
- Optimal dispensers automatically release detergent, fabric softener and oxygenated additives at the right time for an outstanding cleaning performance
- Sanitize cycle removes 99.9% of household bacteria
- Direct drive motor powers an enhanced drive system that provides the power needed to handle larger loads
- Power™ Impeller attacks everyday tough stains in a single wash with a reverse wash motion and triple action spray that keeps clothes thoroughly saturated with concentrated detergent throughout the cycle
- These washers are built to last thanks to the Maytag® Commercial Technology we put under the hood, including a 2X Life tested drive system
- American Pride - designed, engineered and assembled in the USA

**Specifications**

Lowe's Exclusive	No	Detergent, bleach, fabric softener	
Manufacturer Color/Finish	White	Dispensers	
Capacity (Cu. Feet)	5.3	Control Lockout	No
High Efficiency	Yes	Sound Reduction	Yes
Automatic Load Balancing	Yes	Add a Garment	No
Automatic Temperature Control	Yes	Cycle Status Lights	Yes
Two-Piece Agitator or Impeller	Impeller	Estimated Time Remaining Display	Yes
Matching Pedestal (Model #)	N/A	Wash Now, Dry Later Option	No
Matching Electric Dryer (Model #)	MEDB835DW	End-of-Cycle Signal	Yes
Matching Gas Dryer (Model #)	MGDB835DW	Tub Material	Stainless
Silk Cycle	No	Porcelain Lid	No
Wool Cycle	No	Height (Inches)	43
Handwashable Cycle	No	Width (Inches)	27.5
Bulky/Large Items Cycle	Yes	Depth (Inches)	28
Allergen/Sanitary Cycle	Yes	Height with Lid Open (Inches)	57.5
Programmable Wash Cycles	No	Item Weight (lbs.)	134
Unique/Exclusive Cycle(s)	PowerWash, Bedding		

Washer \$645.05  
 5 Year  
 contract @ 109.97  
 -----  
 \$ 755.02  
 From 794  
 Account

Whites Cycle	No	Portable	No
Soak Cycle	Yes	Power Cord Included	Yes
Delicate Cycle	Yes		Drain hoses included; fill hose sold separately
Delay Start	Yes	Fill and Drain Hoses Included	
Prewash Cycle	No	Built-In Water Heater	No
Extra Rinse Cycle	Yes	Manufacturer's Warranty (Labor)	1-year limited
Maximum Spin Speed (RPM)	850	Manufacturer's Warranty (Parts)	1-year limited
Stain Treatment	No	Color/Finish Family	White
Water Levels	Auto-sensing	CSA Safety Listing	No
Number of Rinse Cycles	2	ETL Safety Listing	No
Number of Rinse Temperatures	5	UL Safety Listing	Yes
Number of Wash Cycles	11	ADA Compliant	No
ENERGY STAR Qualified	Yes	Sub-Brand	N/A
CEE Tier Qualified	N/A	Series	N/A
		Control Panel Language	English
		Steam Cycle	No
		Appliance Color/Finish	White
		Quick/Express Cycle	No

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TOWN OF NEWBURGH ANIMAL CONTROL &  
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344  
FAX: (845) 561-2220

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: January 28, 2016

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I am requesting authorization to use the T-94 account to pay for veterinary services from:  
Flannery Animal Hospital

Totaling: \$106.00

Feline: \$106.00

Canine:

Attached please find the bills.

Thank you,  
Cheryl Cunningham

Cc: Ron Clum, Accountant

Adm  
#111  
8B



Order No. . . . .

**DO NOT WRITE IN THIS BOX**

**VOUCHER**

ITEM

TONAL

AGENT'S  
NAME  
ID  
ADDRESS

FLANNERY ANIMAL HOSPITAL, P.C.  
789 Little Britain Road  
New Windsor, NY 12553  
845-565-PETS (7337)

Date Voucher Received		AMOUNT	VOUCHER NO.
FUND - APPROPRIATION			
TOTAL			
Abstract No.			

TERMS July 2015, Sept. 2015, JAN. 2016 VONE

Vendor's Ref. No.

Inv	Quantity	Description of Materials or Services	Unit Price	Amount
<del>7-24-15</del>	<del>Inv # 22046</del>	<del>Dusty 2015/07/24 (AKW)</del>		<del>480.00</del>
<del>9-8-15</del>	<del>Inv # 225388</del>	<del>2015 9-8 Male chi mix (AKW)</del>		<del>56.00</del>
1-16-16	Inv # 242887	2016-01-16 649 pills (AKA) ETB		106.00
(See Instructions on Reverse Side)			<b>TOTAL</b>	<b>106.00</b> <u>650.73</u>

**CLAIMANT'S CERTIFICATION**

JEAN Tobin

I, JEAN Tobin, certify that the above account in the amount of \$ 106.00  
and correctly that the items, services and disbursements charged were rendered to or for the municipality on the dates stated that no part has been paid  
filed; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1-19-16 DATE      Jean Tobin SIGNATURE      Acting Manager TITLE

(Space Below for Municipal Use)

**DEPARTMENT APPROVAL**  
above services or materials were rendered or furnished to municipality on the dates stated and the charges are cor-

**APPROVAL FOR PAYMENT**  
This claim is approved and ordered paid from the appropriations indicated above.



CARING FOR OUR COMMUNITY'S PETS

789 Little Britain Rd  
 New Windsor, NY 12553  
 845-565-7387

Open 24/7/365

**Town Of Newburgh Animal Control (# 18987)**  
 645 Gidney Avenue  
 Newburgh, NY 12550

**Jan 18, 2016**  
**Invoice Number**  
**242887**

Home Phone: (845) 561-3344  
 Work Phone: ( ) - ext:

**2016/01/16 Grey/White (# ALA)**

Date	Description	Qty	Price
01/16/2016	Town/City/Shelter - E&B Feline	1.00	\$ 42.00
	Sedation - feline <sup>1</sup>	1.00	\$ 64.00

**Total for 2016/01/16 Grey/White: \$ 106.00**

Dr Christi Juliano

**Total Invoice: \$ 106.00**  
**Previous Balance: \$**  
**Total Amount Due: \$**  
**New Balance Due: \$**

**Current Account Status**

Current Invoice:	0 to 30 Days	31 to 60 Days	61 to 90 Days	Over 90 Days	Total A/R
\$ 106.00	\$	\$	\$	\$	\$

**Notes**

<sup>1</sup>torb 0.1/ dexdomitor 1 smudge

Brenda  
80



## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

MICHAEL P. CLANCY  
CHIEF OF POLICE

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

February 5, 2016

To: Newburgh Town Board

From: Acting Chief Donald B. Campbell

Subject: Full Time Animal Control Officer Position

I am requesting authorization to post the position of Full Time Animal Control Officer. In order to begin the hiring process for the position that will be vacated on February 11, 2016, the position must be posted for a minimum of seven days in accordance with the current CSEA contract. The position has a starting salary of \$16.45 per hour and the work week is from Sunday-Thursday. The position has a Civil Service Jurisdictional Classification of Non-Competitive therefore no civil service list or testing is applicable.

Respectfully submitted,

Donald B. Campbell  
Acting Chief of Police

*Brenda*

*SD*



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**MICHAEL P. CLANCY  
CHIEF OF POLICE**

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

February 5, 2016

To: Newburgh Town Board

From: Acting Chief Donald B. Campbell

Subject: Part-Time Animal Control Officer position

I am requesting authorization to begin accepting applications to fill a vacant Part-Time Animal Control Officer position. The position has an hourly salary of \$10.40 and hours are not to exceed an average of 20 hours per week or 1040 hours in one calendar year.

Respectfully submitted,

Donald B. Campbell  
Acting Chief of Police

\$ 200 FROM 192-  
ACCOUNT BE

**TOWN OF NEWBURGH**

1496 Rt 300  
Newburgh, New York 12550  
845-566-7785

DEPARTMENT \_\_\_\_\_

CLAIMANT'S NAME AND ADDRESS  
**MDW FELINE RESCUE**  
**1323 Union Ave**  
**Newburgh, NY**  
**12550**

TERMS \_\_\_\_\_

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
<i>192</i>		
<i>ACCOUNT</i>		
Total		
Abstract #		

Invoice # \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
6/1/15	1	Spay + Vaccinate	\$60	\$60
6/09/15	1	Neuter + Vaccinate	\$60	\$60
6/29/15	1	Spay + Vaccinate	\$60	\$60
6/29/15	1	Spay + Vaccinate	\$60	\$60
6/29/15	1	Spay + Vaccinate	\$60	\$60
6/29/15	1	Spay + Vaccinate	\$60	\$60
6/11/15	1	Spay + Vaccinate	\$60	\$60
6/29/15	1	Neuter + Vaccinate	\$60	\$60
6/29/15	1	Neuter + Vaccinate	\$60	\$60
6/15/15	1	Neuter + Vaccinate	\$60	\$60
6/15/15	1	Neuter + Vaccinate	\$60	\$60
<b>TOTAL</b>				<b>660</b>

Due

**CLAIMANT'S CERTIFICATION**

I certify that the above account in the amount of \$ \_\_\_\_\_ 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.

7/9/15  
DATE

Margaret Walker  
SIGNATURE

President  
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.

*[Signature]*

Date \_\_\_\_\_ Authorized Official \_\_\_\_\_

**APPROVAL FOR PAYMENT**

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

*[Signature]*

Date \_\_\_\_\_

Auditing Board \_\_\_\_\_

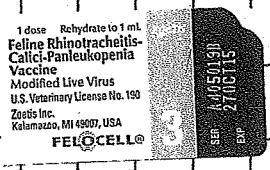
Black & white  
Male

	6 Weeks	9 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	
Date Due	6/15/15	6/15/15																			
Date Given																					
Herpesvirus																					
Calicivirus																					
Panleukopenia																					
Chlamydia																					
Rabies																					

1 Dose - Rehydrate with liquid portion  
Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Haska Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01953-1

1 Dose - 0.2 ml  
Feline Panleukopenia Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Haska Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01952-1

Burn this vial. Store out of direct sunlight at a temperature that does not exceed 75°F. See tray label for complete directions.



**RABIES VACCINATION CERTIFICATE**  
NASPHV FORM 51 (revised 2007)

Owner's Name & Address LAST <u>MD. W.</u> FIRST <u>Feline Rescue</u> NO. <u>1323</u> STREET <u>Onion Ave.</u> CITY <u>Newburgh</u> STATE <u>NY</u> ZIP <u>12550</u>		RABIES TAG # <u>21</u>	
SPECIES DOG <input type="checkbox"/> CAT <input checked="" type="checkbox"/> FERRET <input type="checkbox"/> OTHER <input type="checkbox"/> (specify)		MICROCHIP #	
AGE MONTHS <input type="checkbox"/> YEARS <input type="checkbox"/>		TELEPHONE # <u>845-564-1658</u>	
SEX MALE <input checked="" type="checkbox"/> FEMALE <input type="checkbox"/> NEUTERED <input type="checkbox"/>		PREDOMINANT BREED <u>D.S.H.</u>	
SIZE Under 20 lbs. <input type="checkbox"/> 20 - 50 lbs. <input type="checkbox"/> Over 50 lbs. <input checked="" type="checkbox"/> <u>3 lbs.</u>		PREDOMINANT COLORS/MARKINGS <u>Black &amp; White</u>	
ANIMAL CONTROL LICENSE <input checked="" type="checkbox"/> 1 YR <input type="checkbox"/> 3 YR <input type="checkbox"/> OTHER		ANIMAL NAME	
DATE VACCINATED <u>6 15 15</u> MONTH/DAY/YEAR		VETERINARIAN'S NAME <u>Eleanor Acworth</u>	
PRODUCT NAME <u>BIOT</u> FIRST 3 LETTERS		LICENSE NUMBER <u>001016</u>	
MANUFACTURER <u>1313232A</u>		VETERINARIAN'S SIGNATURE <u>Eleanor Acworth DVM</u>	
NEXT VACCINATION DUE BY <u>6 14 16</u> MONTH/DAY/YEAR		ADDRESS <u>P.O. Box 185 Warwick, NY 10990</u>	
VACCINE SERIAL (LOT) NUMBER		t Fecal exam <u>Back</u>	

next shot 6/2 - 6/9  
6/23 6/30 6/22 - 6/29

Black & White male

6 Weeks	9 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years
	6/1/15																		

Date Due

Date Given

1 Dose - 0.2 ml  
Feline Panleukopenia  
Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Hista Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
01952-1

1 dose - Rehydrate to 1 ml  
Feline Rhinotracheitis-  
Calici-Panleukopenia  
Vaccine  
Modified Live Virus  
U.S. Veterinary License No. 190  
Zoetis Inc.  
Kalamazoo, MI 49007, USA



Herpesvirus

Calicivirus

**RABIES VACCINATION CERTIFICATE**  
NASPHV FORM 51 (revised 2007)

RABIES TAG # 20  
MICROCHIP #  
TELEPHONE # 845-564-1658  
STATE NY ZIP 12550

Owner's Name & Address

LAST M.D.W FIRST Feline Rescue CITY Newburgh  
NO. 1323 STREET Union Ave STATE NY ZIP 12550

SPECIES  
DOG   
CAT   
FERRET   
OTHER  (specify)

AGE MONTHS   
YEARS   
SEX MALE   
FEMALE   
NEUTERED

SIZE Under 20 lbs.   
20 - 50 lbs.   
Over 50 lbs.   
216.83

PREDOMINANT BREED D.S.H.  
PREDOMINANT COLORS/MARKINGS Black & White  
ANIMAL NAME

ANIMAL CONTROL LICENSE  1 YR  3 YR  OTHER

VETERINARIAN'S NAME Eleanor Acworth  
LICENSE NUMBER 5046710  
VETERINARIAN'S SIGNATURE Eleanor Acworth DVM  
ADDRESS P.O. Box 185  
Warwick, NY 10990

DATE VACCINATED 6 15 15  
MONTH/DAY/YEAR  
NEXT VACCINATION DUE BY 6 14 16  
MONTH/DAY/YEAR

PRODUCT NAME  
MANUFACTURER BIOR  
FIRST 3 LETTERS  
1 YR USDA Licensed Vaccine  
3 YR USDA Licensed Vaccine  
4 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose  
VACCINE SERIAL (LOT) NUMBER 1013030A

5/30/15			

6/1/15	Tag for arden & Spark
6/1/15	Tag for arden & Spark
6/15/15	neutered

next shot ~~6/22-6/29~~  
~~6/22-6/29~~

6/22 6/29

Male  
Medium Hair

Date Due  
Date Given

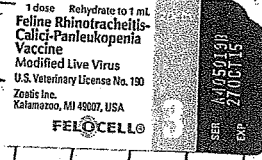
6 Weeks	9 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	
6/13/15	6/13/15																			

June

Herpesvirus  
Calicivirus  
Panleukopenia  
Chlamydia  
Rabies  
Feline Leukemia

1 Dose - Rehydrate with liquid portion  
Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Heska Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01932-1

1 Dose - 0.2 ml  
Feline Panleukopenia Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Heska Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01932-1



**RABIES VACCINATION CERTIFICATE**  
ASPHV FORM 51 (revised 2007)

Owner's Name & Address  
 M D W  
 1323  
 1st Street  
 Newburgh  
 NY  
 12550

Species:  Dog  Cat  
 Rabbit  Herpetile  
 (specify)

Age: Months  Years   
 Sex: Male  Female  Neutered   
 Size: Under 20 lbs.  20 - 50 lbs.  Over 50 lbs.  31

Rabies Tag # **RO**  
 Telephone # **845 564 1658**  
 State **NY** ZIP **12550**  
 Predominant Breed **D.M.H.**  
 Predominant Colors/Markings **Tabby**  
 Animal Name

Initial Control License  1 YR  3 YR  OTHER  
 Vaccinated **6 29 15**  
 Month/Day/Year

Vaccination Due By **6 28 16**  
 Month/Day/Year

Product Name  
 Manufacturer **BIO I**  
 First 3 Letters  
 1 YR USDA Licensed Vaccine  
 3 YR USDA Licensed Vaccine  
 4 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose  
 Vaccine Serial (Lot) Number **12B235A**

Veterinarian's Name **Eleanor Acworth**  
 License Number **006676**  
 Veterinarian's Signature **Eleanor Acworth DVM AT**  
 P.O. Box 185  
 Address **Warwick, NY 10990**

St Fecal Exam


next shot - 6/2-6/9  
 6/28-7/10



Inger  
Male

	6 Weeks	9 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	
Date Due	5/15/15	6/15/15																			
Date Given																					
Herpesvirus	1 Dose - 0.2 ml Feline Panleukopenia Vaccine, Modified Live Virus U.S. Vet License No. 213 Heako Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01952-1		Burn this vial. Store out of direct sunlight at a temperature not over 45°F. See tray label for complete directions.		Exp. 19 SEP 16	Ser. 5962	1 dose Rehydrate to 1 ml. Feline Rhinotracheitis- Calici-Panleukopenia Vaccine Modified Live Virus U.S. Veterinary License No. 180 Zoetis Inc. Kalamazoo, MI 49007, USA FELICELL®														
Calicivirus	1 Dose - Rehydrate with liquid portion Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus U.S. Vet License No. 213 Heako Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01953-1		Burn this vial. Store out of direct sunlight at a temperature not over 45°F. See tray label for complete directions.		Exp. 19 SEP 16	Ser. 1961															
Panleukopenia																					
Chlamydia																					
Rabies																					

**RABIES VACCINATION CERTIFICATE**  
IASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly  
 LAST M D W FIRST Felina Rosalia  
 NO. 1323 STREET Union Ave. CITY Newburgh

RABIES TAG # RO  
 MICROCHIP #  
 TELEPHONE # 845 564 1658  
 STATE NY ZIP 12551

SPECIES  
 DOG   
 CAT   
 FERRET   
 OTHER  (specify)  
 AGE MONTHS  YEARS   
 SEX MALE  FEMALE  NEUTERED   
 SIZE Under 20 lbs.  20 - 50 lbs.  Over 50 lbs.   
3.4

PREDOMINANT BREED D.S.H.  
 ANIMAL NAME  
 PREDOMINANT COLORS/MARKINGS Tabby.

NATIONAL CONTROL LICENSE  1 YR  3 YR  OTHER

DATE VACCINATED 6/29/15 MONTH/DAY/YEAR  
 PRODUCT NAME  
 MANUFACTURER BIOE FIRST 3 LETTERS  
 1 YR USDA Licensed Vaccine   
 3 YR USDA Licensed Vaccine   
 4 YR USDA Licensed Vaccine   
 Initial Dose  Booster Dose  
123235A  
 VACCINE SERIAL (LOT) NUMBER  
 NEXT VACCINATION DUE BY 6/28/16 MONTH/DAY/YEAR

VETERINARIAN'S NAME Eleanor Acworth  
 LICENSE NUMBER 004676  
 VETERINARIAN'S SIGNATURE Eleanor Acworth DVM  
 ADDRESS P.O. Box 185  
Warwick, NY 10990

ext Fecal Exam

*Scott*


next shot ~~6/2~~ ~~6/9~~  
 6/26 - 7-2



male  
Tiger

6 Weeks																				
2 Weeks																				
Months																				
Months																				
1 Year																				
2 Years																				
3 Years																				
4 Years																				
5 Years																				
6 Years																				
7 Years																				
8 Years																				
9 Years																				
10 Years																				
11 Years																				
12 Years																				
13 Years																				
14 Years																				
15 Years																				
16 Years																				

Date Due

Date Given

**Herpesvirus**  
1 Dose - 0.2 ml  
Feline Panleukopenia  
Vaccine, Modified Live Virus

**Calicivirus**  
U.S. Vet License No. 213  
Heska Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
01952-1

**Panleukopenia**  
1 Dose - Rehydrate with  
liquid portion  
Feline Rhinotracheitis-Calici  
Vaccine, Modified Live Virus

**Chlamydia**  
U.S. Vet License No. 213  
Heska Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
01952-1

1 dose Rehydrate to 1 ml  
Feline Rhinotracheitis-  
Calici-Panleukopenia  
Vaccine  
Modified Live Virus  
U.S. Veterinary License No. 190  
Zoex Inc.  
Kalamazoo, MI 49007, USA

FELOCCELL

19 SEP 16  
592

19 SEP 16  
592

**RABIES VACCINATION CERTIFICATE**  
NASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly

LAST M D W FIRST Feline Roanne

NO. 1323 STREET Union Ave CITY Newburgh STATE N.Y. ZIP 12550

SPECIES  
 DOG   
 CAT   
 FERRET   
 OTHER  (specify)

AGE MONTHS  YEARS

SEX MALE  FEMALE  NEUTERED

SIZE Under 20 lbs.   
 20 - 50 lbs.   
 Over 50 lbs.  2.9

RABIES TAG # R0

MICROCHIP #

TELEPHONE # 845 364 1658

PREDOMINANT BREED D.B.H. PREDOMINANT COLORS/MARKINGS TIGER

ANIMAL NAME

DATE VACCINATED 6/29/15  
MONTH/DAY/YEAR

PRODUCT NAME

MANUFACTURER BOE  
FIRST 3 LETTERS

1 YR USDA Licensed Vaccine  
 3 YR USDA Licensed Vaccine  
 4 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose

VACCINE SERIAL (LOT) NUMBER 1013235A

NEXT VACCINATION DUE BY 6/28/16  
MONTH/DAY/YEAR

VETERINARIAN'S NAME Eleanor Acworth

LICENSE NUMBER 006676

VETERINARIAN'S SIGNATURE Eleanor Acworth DVM CV

ADDRESS P.O. BOX 185  
Warwick, NY 10990

5/20/15 Boone


6/28/15 rabies shot


next shot 6/10 + 8/14 7/1 = 78

*Jemelle Nigar*

	12 Weeks	9 Weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	
Date Due																					
Date Given	5/30/15	6/16/15																			
Herpesvirus																					
Calicivirus																					
Panleukopenia																					
Chlamydia																					
Rabies																					

1 Dose - 0.2 ml  
Feline Panleukopenia  
Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Hecla Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
01952-1

1 Dose - Rehydrate with  
liquid portion  
Feline Rhinotracheitis-Calici  
Vaccine, Modified Live Virus  
U.S. Vet License No. 213  
Hecla Corporation, Loveland, CO  
80538 USA, 1-800-464-3752  
01953-1

1 dose Rehydrate to 1 ml.  
Feline Rhinotracheitis-  
Calici-Panleukopenia  
Vaccine  
Modified Live Virus  
U.S. Veterinary License No. 189  
Zoetis Inc.  
Kalamazoo, MI 49007, USA  
FELICELL®



**RABIES VACCINATION CERTIFICATE**  
NASEHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly

LAST MDW FIRST Feline Rescue RABIES TAG # RO

NO. 1323 STREET Union Ave CITY Newburgh TELEPHONE # 845 564-1658

SPECIES DOG  CAT  FERRET  OTHER  STATE NY ZIP 12550

AGE MONTHS  YEARS  SIZE Under 20 lbs.  20 - 50 lbs.  Over 50 lbs.

SEX MALE  FEMALE  NEUTERED  ANIMAL NAME D.S.H. PREDOMINANT BREED D.S.H. PREDOMINANT COLORS/MARKINGS TIGER

ANIMAL CONTROL LICENSE  1 YR  3 YR  OTHER

DATE VACCINATED 6/29/15 MONTH/DAY/YEAR

MANUFACTURER BLIT FIRST 3 LETTERS

1 YR USDA Licensed Vaccine   
3 YR USDA Licensed Vaccine   
4 YR USDA Licensed Vaccine   
 Initial Dose  Booster Dose

VACCINE SERIAL (LOT) NUMBER 1213235A

VETERINARIAN'S NAME Eleanor Acworth LICENSE NUMBER 006676

VETERINARIAN'S SIGNATURE Eleanor Acworth DVM et ADDRESS Warwick, NY 10990

DATE NEXT VACCINATION DUE BY 6/28/16 MONTH/DAY/YEAR

Fecal  
tam  
ek

next shot 6/10-6/17 7/2 - 7/09



*Algar  
Male*

	6 weeks	9 weeks	Months	Months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	15 Years	16 Years	
Date Due	6/15/15	6/21/15																			
Date Given	6/15/15	6/21/15																			
Herpesvirus	1 Dose - Rehydrate with liquid portion <b>Feline Rhinotracheitis-Calici Vaccine, Modified Live Virus</b> U.S. Vet License No. 213 Heako Corporation, Loveland, CO 80538 USA, 1-800-464-3752 Exp. 19 SEP 16 Ser. 5964																				
Calicivirus	1 Dose - Rehydrate to 1 ml. <b>Feline Rhinotracheitis-Calici-Panleukopenia Vaccine Modified Live Virus</b> U.S. Veterinary License No. 190 Zoex Inc., Kalamazoo, MI 49007, USA Exp. 19 SEP 16 Ser. 5962																				
Panleukopenia	1 Dose - 0.2 ml <b>Feline Panleukopenia Vaccine, Modified Live Virus</b> U.S. Vet License No. 213 Heako Corporation, Loveland, CO 80538 USA, 1-800-464-3752 01952-1 Exp. 19 SEP 16 Ser. 5962																				
Chlamydia																					
Rabies																					

**RABIES VACCINATION CERTIFICATE**  
 NASPHV FORM 51 (revised 2007)

RABIES TAG # Ro  
 MICROCHIP #  
 TELEPHONE #

Owner's Name & Address Print Clearly  
 LAST M D W FIRST Feline Rescue  
 NO. 1323 STREET Union Ave CITY Newburgh STATE NY ZIP 12550

SPECIES  
 DOG   
 CAT   
 FERRET   
 OTHER  (specify)  
 AGE MONTHS  YEARS   
 SEX MALE  FEMALE  NEUTERED   
 SIZE Under 20 lbs.  20 - 50 lbs.  Over 50 lbs.   
3.4

PREDOMINANT BREED D.S.H.  
 ANIMAL NAME  
 PREDOMINANT COLORS/MARKINGS Tabby.

ANIMAL CONTROL LICENSE  1 YR  3 YR  OTHER  
 DATE VACCINATED 6 29 15  
 MONTH/DAY/YEAR  
 PRODUCT NAME  
 MANUFACTURER BIOT  
 FIRST 3 LETTERS  
 1 YR USDA Licensed Vaccine  
 3 YR USDA Licensed Vaccine  
 4 YR USDA Licensed Vaccine  
 Initial Dose  Booster Dose  
1213235A  
 VACCINE SERIAL (LOT) NUMBER  
 NEXT VACCINATION DUE BY 6 28 16  
 MONTH/DAY/YEAR

VETERINARIAN'S NAME Eleanor Acworth  
 LICENSE NUMBER 00161676  
 VETERINARIAN'S SIGNATURE Eleanor Acworth DVM AT  
 P.O. Box 185  
 ADDRESS Warwick, NY 10990

t Fecal xam

*next shot 6/2 - 6/9  
 6/20 - 6/30  
 6/24 - 7/1*



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

9A

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

February 5, 2016

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Mill Street House – Mold Removal

The Recreation Department has received four quotes for the mold removal from the Mill Street house. Attached are the individual quotes.

At this time, I am requesting your approval to accept the lowest quote received from Expediant Environmental Solutions, LLC at a cost of \$4,980. Expediant's quote includes post air testing. Also attached is an overview of the mold removal process Expediant will use called ThernaPureHeat.

The funds for this service have not been included in the 2016 Recreation Budget. At this time we do not see the total funds being available in our budget. Any suggestions the Board may offer would be appreciated.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

Attachments

TOWN OF NEWBURGH  
SUMMARY OF QUOTATION FORM

REQUESTED BY: PARKS & RECREATION

DATE PREPARED: \_\_\_\_\_

ITEM/SERVICE PURCHASED MOLD REMOVAL FROM MILL ST

VENDOR NAME TRI STATE MOLD SOLUTIONS

BIO - ONE INC.

3657 ALBANY POST RD

EXPEDIANT ENVIROM. SOLUTIONS

ADDRESS 120 OLD RTE 9

47 HUDSON HOLLOW RD

3657 ALBANY POST RD

CITY/STATE/ZIP FISHKILL N.Y 12524

SHOKAN N.Y 12481

POUGHKEEPIE NY 12601

PHONE # (845) 897-8249

(845) 657 8958

(845) 229-1437

CONTACT PERSON DENNIS CATALANO

\_\_\_\_\_

ANDRE

PRICE QUOTED \$7500.00

\$7950.00

\$4980

PRICE INCLUDES  
POST AIR TEST

EXPIRATION DATE N/A

\_\_\_\_\_

\_\_\_\_\_

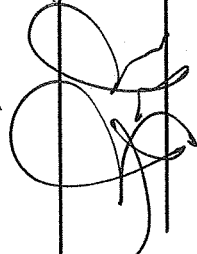
VENDOR CHOSEN EXPEDIANT

\_\_\_\_\_

\_\_\_\_\_

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

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



DATE: \_\_\_\_\_

2/4/16

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)



TOWN OF NEWBURGH  
SUMMARY OF QUOTATION FORM

Section V

REQUESTED BY: PARKS: RECREATION CONT. DATE PREPARED: \_\_\_\_\_

ITEM/SERVICE PURCHASED MOLD REMOVAL FROM MILL ST.

VENDOR NAME CLEAN AIR CARE

ADDRESS 30 RED MAPLE WAY

CITY/STATE/ZIP NEW WINDSOR N.Y 12553

PHONE # 845 629 4607

CONTACT PERSON STEVE HURLEY

PRICE QUOTED \$5765.00

EXPIRATION DATE \_\_\_\_\_

VENDOR CHOSEN \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

## KILL MOLD WITH

# ThermaPureHeat®

The ThermaPureHeat system is chemical free and highly effective. Not only does ThermaPureHeat kill mold, but it prevents further mold growth. The system circulates odorless, dry heat into your infested area to kill the mold. After the heating process is complete, our professionals will go in and clean out any dead visible mold within the structure. Sample Chart

### Heat Eradication Chart

### Mold

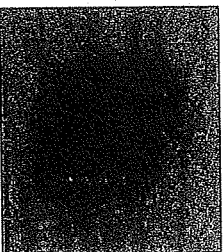


Species	Lethal Temperature	Time Duration	Reference
<i>Alternaria alternata</i>	63°C/145°F	25 minutes	Domsch, 1993
<i>Aspergillus fumigatus</i>	65°C/149°F	30 minutes	Bollen, 1969
<i>Aspergillus niger</i>	63°C/145°F	25 minutes	Domsch, 1993; Page 102
<i>Chaetomium globosum</i>	57°C/135°F	10 minutes	Domsch, 1993; Page 119
<i>Cladosporium herbarum</i>	50°C/122°F	10 minutes	G. unpublished data
<i>Stachybotrys chartarum</i>	60°C/140°F	30 minutes	Domsch, 1993

## KILL BEDBUGS WITH

# ThermaPureHeat®

Bed Bugs are tiny insects that feed on the blood of humans and animals. Adult bed bugs are reddish brown in color and are 5-7 mm in length. Bed bugs can be found anywhere, but most commonly in areas where people sleep such as bedding, mattresses, and bed frames. In most cases bed bugs are not a sign of unclean or unsanitary environments. Bed bugs can travel on people, suitcases, clothing, and any other portable item. Because of this, bed bugs have been found in upscale hotels.



**ThermaPureHeat** is the best and most effective solution to **killing bed bugs**. ThermaPure heat is a chemical-free, environmentally-friendly system that uses heat to kill bed bugs. Heat is applied evenly throughout your structure, killing bed bugs and their eggs. This heat can even target inaccessible areas that pesticides cannot reach.



## SAVE MONEY WITH

# ThermaPureHeat®

No dangerous chemicals period. Completely **GREEN**

Free inspection and written protocol

Tremendous turnaround time – reoccupy the very next day in some cases.

Fringe benefits... Improves air quality by destroying odors, dustmites and some bacterial and viral problems.

Kills mold even in inaccessible cracks and wall voids

Helps dry out affected areas

Patented ThermaPure process completed successfully in over 20,000 contamination projects

**NO NEED TO REPLACE WALLS\***  
(unless structurally compromised)

**\$\$\$\$ Big Savings \$\$\$\$**

**Schedule a FREE Inspection and Estimate**

[WWW.MOLDYBUGS.COM](http://WWW.MOLDYBUGS.COM)



3657 ALBANY POST ROAD, POUGHKEEPSIE NY 12603  
845-229-1437 \* FAX 845-229-9666

February 3, 2016

**Petrillo, Rob**  
118 Mill Street  
Walkkill, NY 12589

### **PROPOSAL FOR MOLD REMEDIATION SERVICES**

EXPEDIANT ENVIRONMENTAL SOLUTIONS will provide all labor, materials, equipment and insurance to complete the following scope of work.

**Scope of Work:** Seal off treatment areas to contain airflow exclusively to these areas. Install air scrubber (negative air filtration) for duration of the project. This will eliminate cross contamination of mold spores from treatment area to the rest of structure.

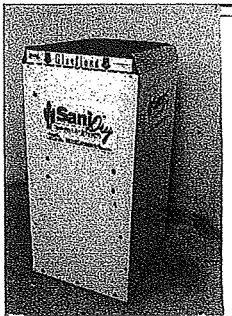
**Basement:** Remove any moldy debris including moldy drywall and insulation from this area (no metals or rocks). Treatment to all exposed members of this area, including sill plates, sub floor, joists, and moldy foundation walls with Cal-Brite (a deep-cleaning solution that will kill mold from the roots). This solution will leave a residue behind that will retard the re-growth of mold. Source removal of any visible mold with Cal-Brite and hand scrubber. Placement of Cal-Brite on above mentioned areas to retard mold re-growth. Treatment to or HEPA vacuum all floor, ceiling and wall spaces to capture any remaining mold spores in this area.

**Basement/Unfinished Rooms:** Treatment to all surfaces using structural pasteurization (a technique of bringing the temperature of building materials up to the thermal kill point of the targeted biological, mold). Wipe all exposed members of this area, including sill plates, sub floor, joists, and moldy foundation walls. HEPA vacuum all floor, ceiling and wall spaces.

**Basement/Utility Room:** Treatment to all surfaces using structural pasteurization (a technique of bringing the temperature of building materials up to the thermal kill point of the targeted biological, mold). Wipe all exposed members of this area, including sill plates, sub floor, joists, and moldy foundation walls. HEPA vacuum

**Remove and dispose of plastic sheathing used to contain airflow. Demobilize equipment.**

*"Cal-Brite is environmentally safe, nontoxic, USDA approved, water-based, biodegradable, and was accepted by the USDA in 1988. Cal-Brite is manufactured by Caltex International, LTD and Expediant is the exclusive dealer in the Hudson Valley" Kevin Sodhi, Caltex International, LTD.*



**Optional Scope:** Installation of Sani-Dry system (highly recommended). Because of the humidity level found in the structure, the opportunity for mold to re-grow is ever present. This humidity level must be corrected in order to keep mold re-growth at bay. Sani-Dry will reduce humidity to a level that will not support mold growth. The Sani-Dry unit uses a high-powered dehumidifier to achieve this task. In addition, the two-stage filter inside the unit will filter out the air, leaving a cleaner and drier environment inside the structure. Please call for current pricing.

### **Personal Protective Equipment**

Supply HEPA Negative Air Scrubber (1) unit  
Supply HEPA vacuums (2) units  
Supply Ultra Low Volume Sprayer unit (1) unit  
Supply Full-face respirators (2) units  
Supply Negative Pre-filter (2) units  
Supply Pleated HEPA filter (2) units  
Supply HEPA filter for vacuum (2) units  
Supply set up/tear down decontamination unit

### **Materials and Supplies (projected)**

*The quantities listed below are only estimates and do not affect the price of the aforementioned proposal.*

Cal-Brite (20) gallons  
Supply 6 mil plastic sheathing  
Supply poly containment bags  
Supply Tyvek coverall suits (8) units  
Supply nitrile gloves (1) boxes/units  
Supply disposable rags (3) boxes/units  
Miscellaneous items related to mold remediation (staples, razors, brushes, etc.)

### **Miscellaneous**

Sani-Dry (call for current pricing)  
IQ Air Filtration/Purification Machine (call for current pricing)

### Terms and Conditions

Terms are 40% down payment and balance due upon completion. A twenty-year re-growth warranty applies for mold only. Warranty is for treated areas only. Warranty does not apply to personal items. Warranty does not apply to any areas of structure not treated by our company. *Expediant Environmental Solutions, LLC reserves the right to void warranty due to structural and/or environmental conditions including but not limited to one-time water intrusions, water leakage, pipe break, ice dam, flooding or failure of structural building integrity. Warranty applies strictly to structures that maintain a moisture level not exceeding 60% relative humidity or 8% moisture content in building materials and surfaces.*

EXPEDIANT ENVIRONMENTAL SOLUTIONS is not responsible for mold growth in any areas of structure not treated. EXPEDIANT ENVIRONMENTAL SOLUTIONS is not responsible for any past, present or future health problems due to mold or fungi.

**Note: EXPEDIANT ENVIRONMENTAL SOLUTIONS is not responsible for any removed building materials or replacement of those building materials.**

If you have any questions regarding this proposal please feel free to call our office at the above number. Thank you for your business consideration. Estimate is valid for 30 days from the date of this proposal.

Thank you,  
Andre deleon, EXPEDIANT ENVIRONMENTAL SOLUTIONS, LLC

Mold Remediation	\$4,765.00
Post Testing Air Sample	215.00
Sani-Dry - Optional (Price w/ job)	\$1,900.00

\* I have read the aforementioned proposal, and accept the scope of work and agree to the terms listed herein. I understand the payment terms of this contract, and agree to abide

by the terms of payment. I understand that if I do not comply with these terms, my account will be placed into a collection agency and I will be responsible to not only pay the full amount as agreed to in this proposal, but will also be responsible to pay a finance charge.

Signed: \_\_\_\_\_

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

Witness: \_\_\_\_\_

**MOLD REMEDIATION**  
**Town Of Newburgh Residence**  
**118 Mills Street**  
**Wallkill, NY**

**Project # 36-1028**

*Clean Air Care, Corp. is pleased to furnish this proposal to supply all material and labor necessary to complete the following:*

**THE MICROB PHASE PROCESS:**

**Power Spray Microb Phase (Sporicidin) to eliminate mold infestation Microb Phase will immediately stop biological growth. After Microb Phase has been applied a drying time will be needed.**

**1.0 MOLD REMEDIATION**

- Pre-clean the proposed work areas using HEPA filtered vacuum equipment and damp cleaning methods as appropriate. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall not be used. Seal off all opening, including but not limited to corridors, doorways, skylights, vents, grills, or diffuser openings and any other penetrations of the work area. Doorways and corridors that will not be used for passage during work must be sealed with 6-mil plastic barriers.
- HEPA Filtered Negative Air Machines—These machines are used to remove air contaminants. The air is pulled into the machine and passes through a series of (3) filters. A primary filter typically made of filter media, a secondary filter typically made of pleated paper filter and a HEPA filter.
- HEPA Filter Vacuums—These vacuums are used to vacuum debris, surface mold (for spore collection prior to agitation) and other tasks where control of airborne contaminants is necessary.
- Dehumidification During a Remediation Project—Relative humidity levels should be retained at or below 50% during the course of the remediation project. All surfaces will be kept dry and building materials shall be at or below industry standards for humidity. Dehumidifiers may be needed during the air scrubbing phase of the job after negative pressure has been shut off.
- Encapsulates—After all surfaces are cleaned and dry, an EPA registered anti-microbial encapsulate/paint (IAQ 6000 HD) may be applied in accordance with manufacture's directions, for the purpose of preventing re-growth of fungi on remediated surfaces.
- Handling Project Waste—Waste must be bagged or wrapped and sealed at the time of generation. It should not be allowed to accumulate inside the contained area. When waste will have to be transported through an area of structure that is not in containment, either the outside of the bag or wrapping should be decontaminated. This will prohibit cross contamination by mold spores that may have accumulated on the exterior of the sealed waste, while inside the containment.

- Two Negative Air Machine (1200 CFM'S) Two Air Scrubbing apparatus and will be operating inside the containment area to filter, capture, and remove the Mold Spores that are agitated during and after the cleaning process.

**TOTAL MOLD REMEDIATION**

**Remediation for Project #36-1028 listed above, includes all Labor, Materials, and Equipment**

.....\$5,765.00\*  
..... Tax Exempt

- Price does not include replacement of removed items unless proposal says differently.

Sincerely,

Steven Hurley, CMI, CMR  
Certified Mold Inspector  
Certified Mold Remediator  
Phone # 845-567-0000



Blo-One, Inc.  
47 Hudson Hollow Rd.  
Shokan, NY 12481  
845-657-8958  
www.blo-one.com

# Estimate

Number **E29294**

Date **1/25/2016**

Bill To  
**Rob Petrillo  
Town of Newburgh  
311 RT. 32  
Newburgh, NY, 12550  
USA**

Ship To  
**Rob Petrillo  
Town of Newburgh  
311 RT. 32  
Newburgh, NY, 12550  
USA**

PO Number  
**845-674-6849**

Terms  
**upon completion**

Project  
**Mold Remediation**

Date	Description	Quantity	Rate	Amount
01/25/2016	Mold Remediation	1	\$7,950.00	\$7,950.00

Treat mold on 1st floor. Remove and dispose of sheetrock in 3 rooms and kitchen cabinets into customer supplied dumpster. Customer to remove or move contents of rooms to allow for unobstructed work access.

Thank you for choosing Blo-One!

Amount Paid **\$0.00**  
Amount Due **\$7,950.00**

Discount **\$0.00**  
Shipping Cost **\$0.00**  
Sub Total **\$7,950.00**

Total **\$7,950.00**

1] CONTAINMENT - we will protect surrounding building spaces during the work process, isolating the work areas from adjacent building spaces.

2] NEGATIVE AIR - We will supply and operate negative air scrubber apparatus during work process exchanging air every ten minutes removing air contaminates.

3] PREPARATION, DEMOLITION, CLEANING - we will complete the required preparations to work areas prior to our encapsulation application including but not limited to the following:

A) Removal and disposal of all A) kitchen cabinets, fixtures, and counters within kitchen area. B) all drywall from kitchen walls and ceilings. C) all drywall of walls and ceiling within the dining room area adjacent to kitchen. D) all carpets with work area.

B) Clean and sanitize exposed surfaces of remaining drywall, trim, doors within work area with visible fungal growth by damp wipe method and/or low pressure spray utilizing anti-microbial/fungicide solution. This will be completed throughout all rooms with the lower level of home.

4] HEPA VACUUMING - We will utilize Hepa vacuums to remove all loose materials, contaminants and dust present within work areas. Clean entire work area removing all materials as a result of the above work procedures in accordance with EPA disposal methods.

5] Fog entire lower and upper levels of home with an EPA registered and approved mold killing solution

6] OPTIONAL - After completing work, we will take air samples of work area and provide to Owner an independent lab report based on those samples taken achieving a normal and accepted air quality result.

**QUOTATION**

We Propose to supply all labor, materials, equipment, and necessary insurance complete in accordance with the above specifications, and the performance of all work will be completed in a good workmanlike manner for the total cost of:

SEVENTY FIVE HUNDRED DOLLARS-----\$7,500.00.

Deposit required- 1/2 OF TOTAL CONTRACT due upon contract signing & acceptance. Balance of contract total due upon completion of all work.

OPTIONAL WORK - AIR TESTING - ADD \$350.00.

*CREDIT CARDS ACCEPTED [EXCEPT AMEX]*

Authorized By: Dennis Catalano, Pres Date: January 28, 2016  
Authorizing Agent

Acceptance of Base Bid: \_\_\_\_\_ Date \_\_\_\_\_  
Contract Accepted & Authorizing Work



9B  
Brenda

**TOWN OF NEWBURGH**

1496 ROUTE 300, NEWBURGH, NEW YORK 12550

Les Cornell  
Director of Buildings & Grounds

Ph: 845-564-4556  
Fax: 845-566-1432

**To:** Supervisor Piaquadio  
Town Board

**CC:** Ron Clum, Accountant  
Charlene M Black, Personnel

**From:** Les Cornell, Building & Grounds Supervisor *Les*

**Date:** February 4, 2016

**Re:** Vacant Custodial Worker Position

---

On Tuesday, February 2, 2016, Jim Presutti and myself conducted interviews for five people who signed up for the vacant Custodial Position in my department. Both Mr. Presutti and I feel that Sal Marcantonio is the best candidate at this time. He is a seasonal worker with the Highway Department at this time. He will need to have a physical, drug/alcohol testing and paperwork to be completed before his hire which I would like to be February 25, 2016. Attached his the employee request form. Thank you in advance.

**TOWN OF NEWBURGH**  
**EMPLOYMENT REQUEST FORM**

**TO: PERSONNEL DEPARTMENT**

NAME OF CANDIDATE: Sal Marcantonio

DEPARTMENT: Building + Grounds

TITLE OF POSITION: Custodial Worker

FULL TIME OR PART TIME: full time

HOURLY RATE: \$15.6622 hr.

IS POSITION FUNDED IN CURRENT BUDGET:  yes or no

FUND APPROPRIATION NUMBER: 001-1626 0100

PROPOSED HIRE DATE: 2/25/16

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

Les Corneil  
DEPARTMENT HEAD SIGNATURE

2/4/16  
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE  
PERSONNEL OFFICE.**

17a



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

January 29, 2016

TO: Gil Piaquadio, Acting Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2016 Program Brochure

The Recreation Department has received two quotes for the printing of the 2016 Annual Program Brochure. For your reference, attached is the list of vendors from whom quotes were requested.

At this time, I am requesting your approval to accept the quote from Proforma K Print Solutions at the price quoted of \$5,713.00. Proforma K Print Solutions has taken over the client list from Spear Printing, since John Spear's passing. We are confident they will provide the same quality work we have received in the past.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

Attachments

TOWN OF NEWBURGH  
SUMMARY OF QUOTATION FORM

Section V

REQUESTED BY: RECREATION DEPT. DATE PREPARED: 1/29/16

ITEM/SERVICE PURCHASED 2014 RECREATION BROCHURE PRINTING

VENDOR NAME PROFORMA K PRINT SOLUTIONS

ADDRESS 15 GOSHEN AVE.

CITY/STATE/ZIP WASHINGTONVILLE, NY

PHONE # 845-496-3611

CONTACT PERSON ANDY KAYE

PRICE QUOTED \$5,713.00

EXPIRATION DATE

VENDOR CHOSEN PROFORMA K PRINT SOLUTIONS

MAAR PRINTING SVC.

49 OAKLEY ST.

FOUGHKEERSIE, NY 12601

845-454-6860

TONY SERINO

\$7,787.00

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

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

DATE: \_\_\_\_\_

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

Request for quote sent to the  
following companies -

The Sentinel  
36 Meriline Ave  
New Windsor NY 12553

Maar Printing  
49 Oakley St  
Poughkeepsie NY 12601

~~Image Land  
1079 Little Britain Rd  
New Windsor NY 12553~~

Spear Printing Co  
17 Goshen Ave  
Washingtonville NY 10992

Woodbury Printing Plus  
96 Turner Rd Route 32  
Central Valley NY 10917

~~First Impressions  
690 Route 211 East  
Middletown NY 10941~~

~~Great American Brochure  
1874 State Route 284  
Slate Hill NY 10973~~

Mac Media  
5 N. Hudson  
Chester NY 10918

The Print Shop  
623 Broadway  
Newburgh NY 12550

11 B ~~11 E~~



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

February 4, 2016

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2016 O.C. USSSA Umpires Service Agreement

Please find attached two separate 2016 Service Agreements for the Orange County USSSA Umpires Association for your approval. One agreement is for slow pitch games and the other for co-ed games.

The rate for the slow pitch games with two officials has increased to \$60 per game (\$4 increase from last year), and slow pitch co-ed games with one official has also increased to \$44 per game (\$2 increase from last year).

Thank you,

Robert J. Petrillo  
Commissioner



Your Copy

SERVICE AGREEMENT

ORANGE COUNTY USSSA UMPIRES ASSOCIATION

The following agreement is between the ORANGE COUNTY USSSA UMPIRES ASSOCIATION and the Town of Newburgh Softball League

This working agreement is for providing 2 officials to officiate softball games for the 2016 season at the rate of \$60.00 per game. \$30.00 per Umpire

GAMES - League schedules and additional league rules shall be provided to the association two (2) weeks prior to the start of the season.

PAYMENT - All teams shall be registered with the UNITED STATES SPECIALTY SPORTS ASSOCIATION for the season. (\$25 per team) Payments for scheduled games must be made monthly in advance or acceptable method. ONLY league checks or money orders will be accepted for payment. Checks are to be made payable to the O. C. USSSA. The final season payment with any financial adjustments for games not played, shall be paid within one (1) week of the final games played.

OFFICIALS - Officials will be certified by the assigning association and will perform as independent contractors.

CANCELLED/RESCHEDULED GAMES - A phone number of a league official who is responsible for the cancellation of games due to weather related conditions shall be provided. This number must be activated with information pertaining to the cancellation one (1) hour prior to scheduled game times. If umpires are not notified of cancellation and show up at game site they shall receive full payment. If the games are started and then weather/playing conditions cause suspension of the game, the umpires will receive full payment. If an umpire works alone he shall be compensated by payment of 150 0/0 of fee. RESCHEDULED GAMES must be coordinated with the officials association assigner.

TERMINATION - This agreement may be terminated by mutual consent of the league and the officials association. This only applies to future game assignments; it would not apply to payment due officials for games previously worked.

CHECK GAME TYPE      Slow Pitch ✓      Modified Pitch \_\_\_\_\_  
LEAGUE OFFICIAL JSL  
UMPIRES OFFICIAL [Signature]

SERVICE AGREEMENT

ORANGE COUNTY USSSA UMPIRES ASSOCIATION

The following agreement is between the ORANGE COUNTY USSSA UMPIRES ASSOCIATION and the Town of Newburgh Softball League - COED

This working agreement is for providing 1 officials to officiate softball games for the 2016 season at the rate of \$44.00 per game.

GAMES - League schedules and additional league rules shall be provided to the association two (2) weeks prior to the start of the season.

PAYMENT - All teams shall be registered with the UNITED STATES SPECIALTY SPORTS ASSOCIATION for the season. (\$25 per team) Payments for scheduled games must be made monthly in advance or acceptable method. ONLY league checks or money orders will be accepted for payment. Checks are to be made payable to the O. C. USSSA. The final season payment with any financial adjustments for games not played, shall be paid with in one (1) week of the final games played.

OFFICIALS - Officials will be certified by the assigning association and will perform as independant contractors.

CANCELLED/RESCHEDULED GAMES - A phone number of a league official who is responsible for the cancellation of games due to weather related conditions shall be provided. This number must be activated with information pertaining to the cancellation one (1) hour prior to schedled game times. If umpires are not notified of cancellation and show up at game site they shall recieve full payment. If the games are started and then weather/playing conditions cause suspension of the game, the umpires will recieve full payment. If an umpire works alone he shall be compensated by payment of 150 0/0 of fee. RESCHEDULED GAMES must be coordinated with the officials association assigner.

TERMINATION - This agreement may be terminated by mutual consent of the league and the officials association. This only applies to future game assignments; it would not apply to payment due officials for games previously worked.

CHECK GAME TYPE COED Slow Pitch  Modified Pitch \_\_\_\_\_  
LEAGUE OFFICIAL [Signature]  
UMPIRES OFFICIAL [Signature]



11C  
**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

January 29, 2016

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2016 T-Shirt Quotes

The Recreation Department has received three quotes for our 2016 t-shirt requirements. Detailed quotes are attached.

At this time, I am requesting your approval to accept the quote from Wildheart Apparel at the price of \$2.59 (majority). Wildheart Apparel had the lowest bid in 2015 as well.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

Attachments

TOWN OF NEWBURGH  
SUMMARY OF QUOTATION FORM

RECREATION DEPT.

REQUESTED BY:

DATE PREPARED:

1/29/16

ITEM/SERVICE PURCHASED

VENDOR NAME

ADDRESS

CITY/STATE/ZIP

PHONE #

CONTACT PERSON

PRICE QUOTED

EXPIRATION DATE

VENDOR CHOSEN

WILDHEART APPAREL

2016 N. SHILOH DR.

FAYETTEVILLE, AR 72704

479-442-3889

TIM OWEN

\$2.59

WILDHEART APPAREL

FUSION GRAPHIX

2116 ST. ROUTE 208

MONTGOMERY, NY 12549

845-457-7746

JESSICA VENETIS

\$2.94

MIXTURE INC.

1607 ROUTE 300, SUITE 100

NEWBURGH, NY 12550

845-561-2857 x102

CHRIS FAHRBACH

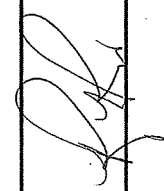
\$4.00

Section V

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

DEPARTMENT HEAD SIGNATURE

DATE:

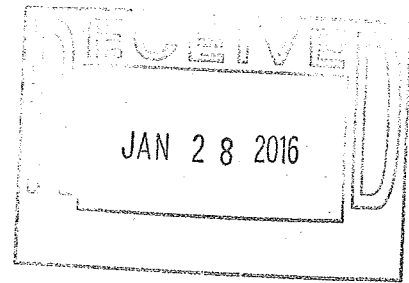


1/29/16

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

GA SP

**TOWN OF NEWBURGH**  
**TOWN ENGINEER**  
1496 Rte. 300  
Newburgh, NY 12550  
(845) 564-7814



**MEMORANDUM**

**TO:** Gil Piaquadio, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** January 28, 2016  
**RE:** PB \ TAR BEN SUBDIVISION

---

The Developer's Engineer has submitted an updated cost estimate for approval reflecting deductions for work completed. The original cost estimate for the public improvements for this subdivision is \$790,532. Based on my review of the cost estimates submitted, I have adjusted the requested reduction to \$640,064 leaving a required performance security of \$150,468. Based on inspections conducted by Todd DePew, Highway Superintendent and myself, it is recommended that the Town Board approve this request.

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

JWO/id

Attachment

cc: M. Taylor, Attorney  
G. Canfield, Code Compliance Supervisor  
J. Ewasutyn, P.B. Chairman  
P. Hines, MH&E  
K. Lytle, Zen Design

Project Name:  
 Planning Board No.: 2004-43

Tarben Subdivision - Tarben Way

Municipality: Newburgh  
 Date: 20-Jan-16

PUBLIC IMPROVEMENT UNIT PRICES  
 (Updated August 2007)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
<u>Roadway and Parking Lot</u>							
Clear and Grade ROW	SF	\$ 0.80	100343	\$ 80,274.40	#####	\$ 80,274.40	\$ 8,027
Cut and Chip Trees	AC	\$ 6,500.00	2.3	\$ 14,950.00	2.3	\$ 14,950.00	\$ 1,145
Stump removal and disposal	AC	\$ 4,500.00	2.3	\$ 10,350.00	2.3	\$ 10,350.00	\$ 1,035
Erosion Control	AC	\$ 3,200.00	2.3	\$ 7,360.00	2.3	\$ 7,360.00	\$ 736
Roadway Subbase	CY	\$ 42.00					
Roadway Subbase (8" Course)	SY	\$ 9.50					
Roadway Subbase (12" Course)	SY	\$ 14.00	6696	\$ 93,744.00	6696	\$ 93,744.00	\$ 9374
Roadway Subbase (15" Course)	SY	\$ 18.00					
Asphalt Pavement	TN	\$ 108.00					
Asphalt Pavement (1.5" top)	SY	\$ 9.00	6696	\$ 60,264.00			\$ 60,264.00
Asphalt Pavement (2" top)	SY	\$ 12.00					
Asphalt Pavement (3" course)	SY	\$ 18.00	6696	\$ 120,528.00	6696	\$ 120,528.00	\$ 30,132
Asphalt Pavement (3.5" course)	SY	\$ 20.00					
Asphalt Pavement (4" course)	SY	\$ 22.00					
Asphalt Pavement (5" course)	SY	\$ 24.00					
Tack Coat	SY	\$ 0.60					
Double Surface Treatment	SY	\$ 7.50					
Roadway ROW Topsoil (6") & Seeding	SY	\$ 13.00	4453	\$ 57,889.00	4453	\$ 57,889.00	\$ 5789
Concrete Monuments	EA	\$ 145.00	23	\$ 3,335.00			\$ 3,335.00
Roadway As-Builts (50' Wide)	LF	\$ 1.10	1863	\$ 2,049.30			\$ 2,049.30
Street Signs (Traffic Control)	EA	\$ 225.00	1	\$ 225.00			\$ 225.00
Street ID	EA	\$ 250.00	1	\$ 250.00			\$ 250.00
Concrete Curbing	LF	\$ 30.00	3776	\$ 113,280.00	\$3,776.00	\$ 113,280.00	\$ 11,328
Concrete Sidewalk	SY	\$ 77.00					
Concrete Sidewalk (4' Wide)	LF	\$ 34.00					

\$ 134,039

Project Name: Tarben Subdivision - Tarben Way  
 Planning Board No.: 2004-43

Municipality: Newburgh  
 Date: 20-Jan-16

**PUBLIC IMPROVEMENT UNIT PRICES**  
(Updated August 2007)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Concrete Sidewalk (5' Wide)	LF	\$ 43.00					\$ -
Street Trees (2.5" Cal; w/ frame and grate)	EA	\$ 1,100.00					\$ -
Street Trees (2.5" Cal)	EA	\$ 650.00	95	61,750.00	95	61,750.00	\$ 6
Street Lights (std. luminair, u/g feed)	EA	\$ 7,500.00					\$ -
Guide Rail (W-Beam)	LF	\$ 45.00					\$ -
Guide Rail (Box Beam)	LF	\$ 70.00					\$ -
End Section (W-Beam)	EA	\$ 900.00					\$ -
End Section (Box Beam, Type 1, 9' taper)	EA	\$ 600.00					\$ -
End Section (Box Beam, Type 2, 18' taper)	EA	\$ 1,200.00					\$ -
Modular Block Retaining Wall (upto 6' High)	SF	\$ 33.00					\$ -
Modular Block Retaining Wall (over 6' High)	SF	\$ 38.00					\$ -
Concrete Retaining Wall (upto 6' High)	CY	\$ 800.00					\$ -
Concrete Retaining Wall (over 6' High)	CY						\$ -
<b><u>Drainage</u></b>							
Catch Basin	EA	\$ 3,500.00	16	56,000.00	16	56,000.00	\$ 56.00
Stormwater Manhole	EA	\$ 3,600.00					\$ -
Connection to Existing Catch Basin	EA	\$ 1,000.00	1	1,000.00	1	1,000.00	\$ 1.00
Stormwater Pipe (CMP - 15" coated)	LF	\$ 65.00					\$ -
Stormwater Pipe (CMP - 18" coated)	LF	\$ 74.00					\$ -
Stormwater Pipe (CMP - 24" coated)	LF	\$ 90.00					\$ -
Stormwater Pipe (CMP - 30" coated)	LF	\$ 127.00					\$ -
Stormwater Pipe (CMP - 36" coated)	LF	\$ 150.00					\$ -
Stormwater Pipe (CMP - 48" coated)	LF	\$ 190.00					\$ -
End Section (CMP - coated)	EA	\$ 600.00					\$ -
Stormwater Pipe (HDPE - 15")	LF	\$ 55.00	66	3,630.00	66	3,630.00	\$ 343
Stormwater Pipe (HDPE - 18")	LF	\$ 68.00	711	48,348.00	711	48,348.00	\$ 4,435
Stormwater Pipe (HDPE - 24")	LF	\$ 75.00	695	52,125.00	695	52,125.00	\$ 512
Stormwater Pipe (HDPE - 30")	LF	\$ 90.00	22	1,980.00	22	1,980.00	\$ 198
Stormwater Pipe (HDPE - 36")	LF	\$ 105.00					\$ -
Stormwater Pipe (HDPE - 48")	LF	\$ 140.00					\$ -
							\$ 16,309

Project Name: Tarben Subdivision - Tarben Way  
 Planning Board No.: 2004-43

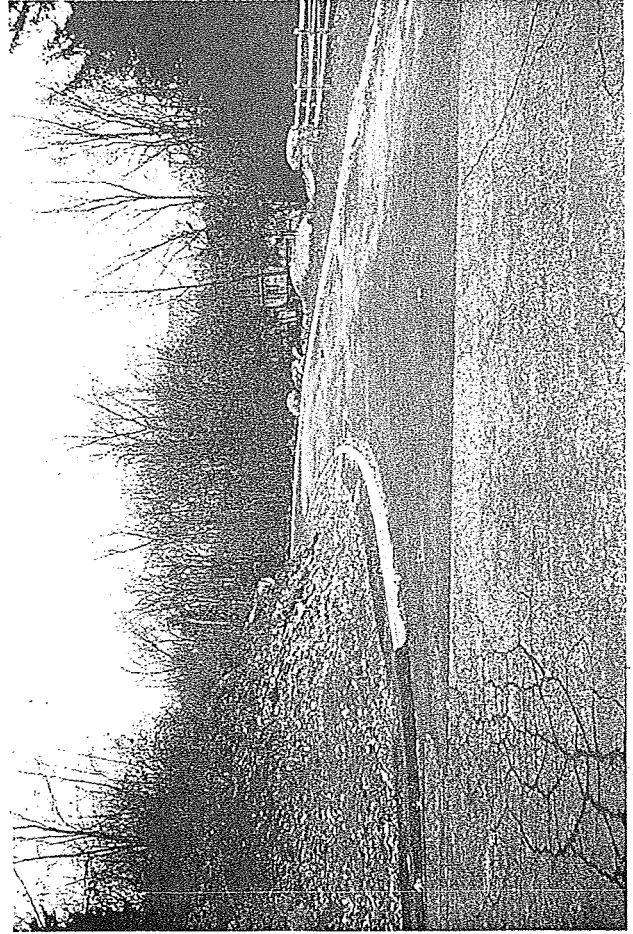
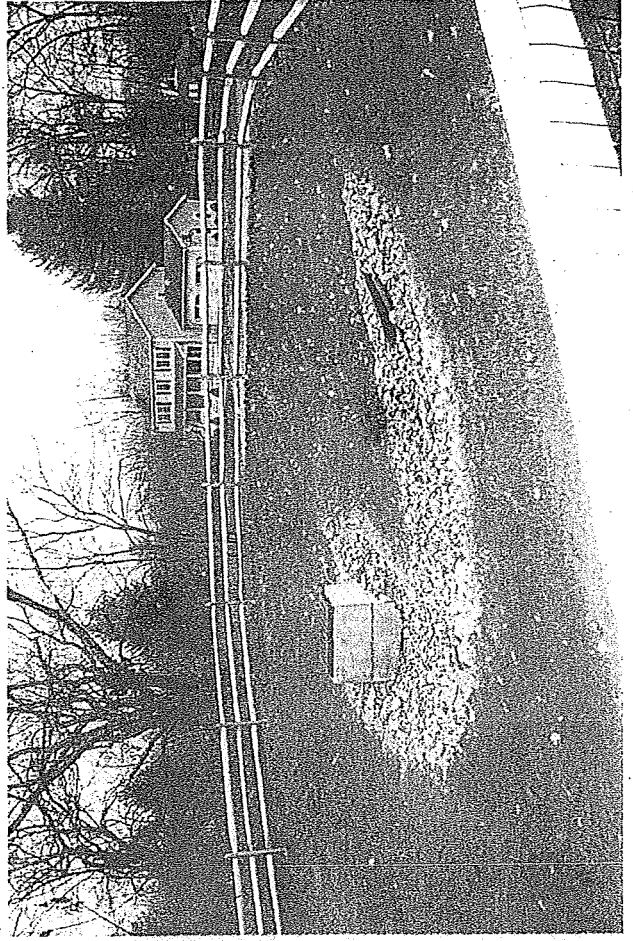
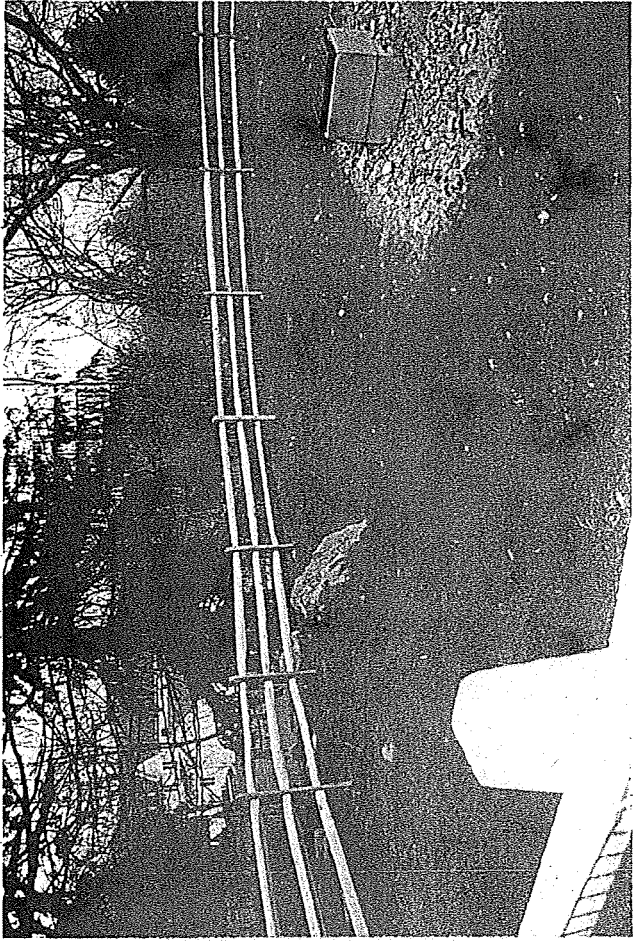
Municipality: Newburgh  
 Date: 20-Jan-16

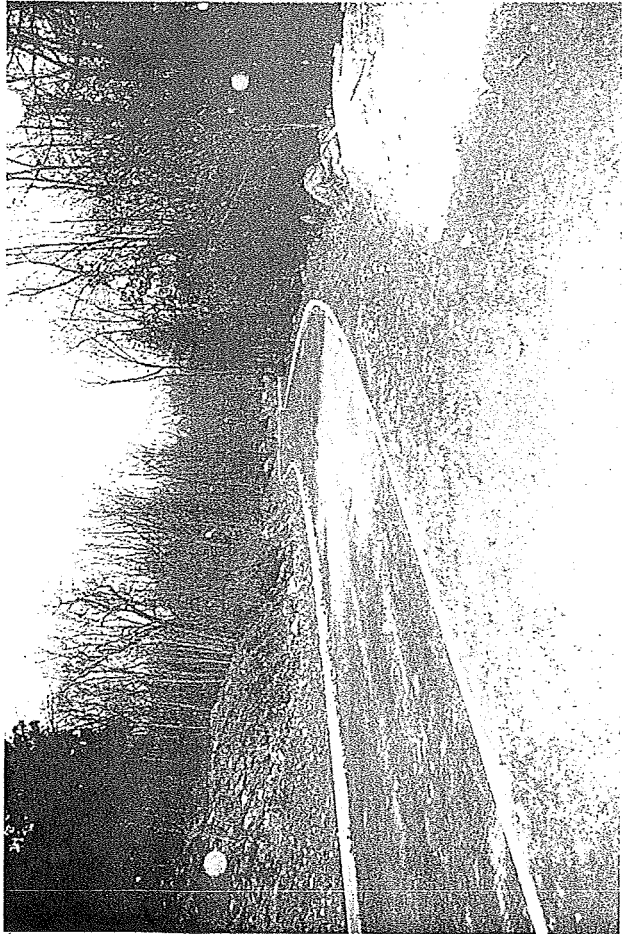
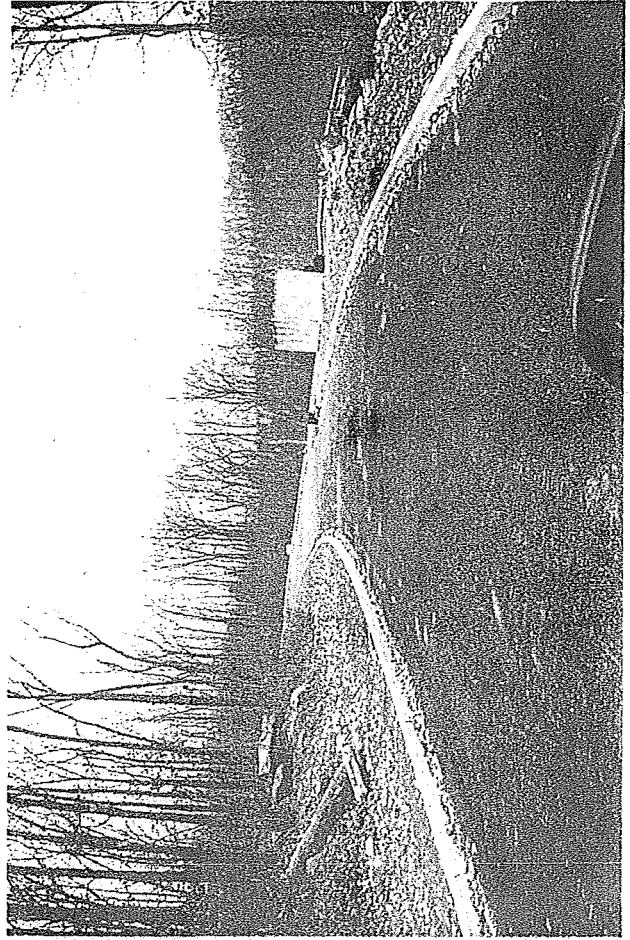
**PUBLIC IMPROVEMENT UNIT PRICES**  
(Updated August 2007)

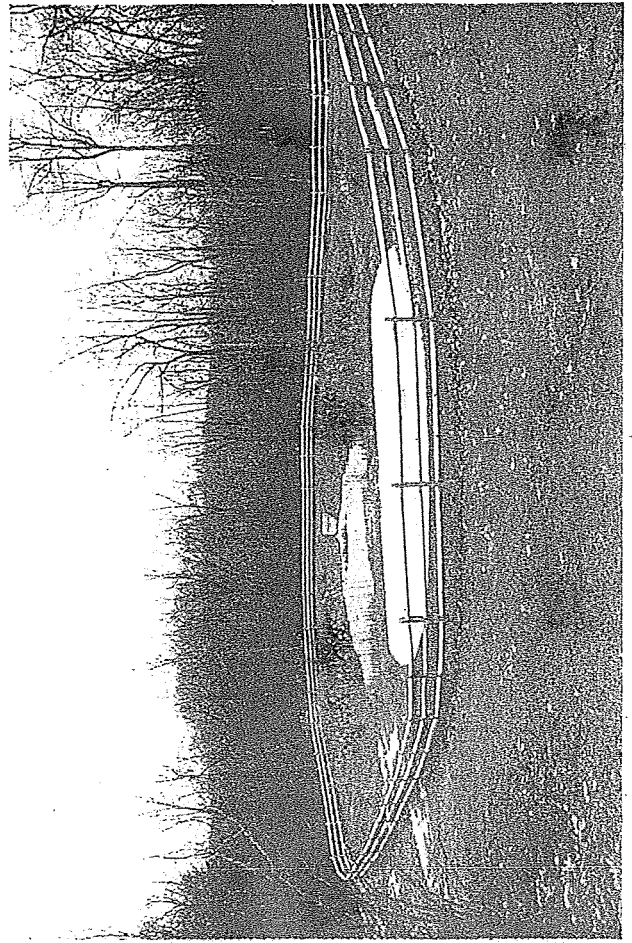
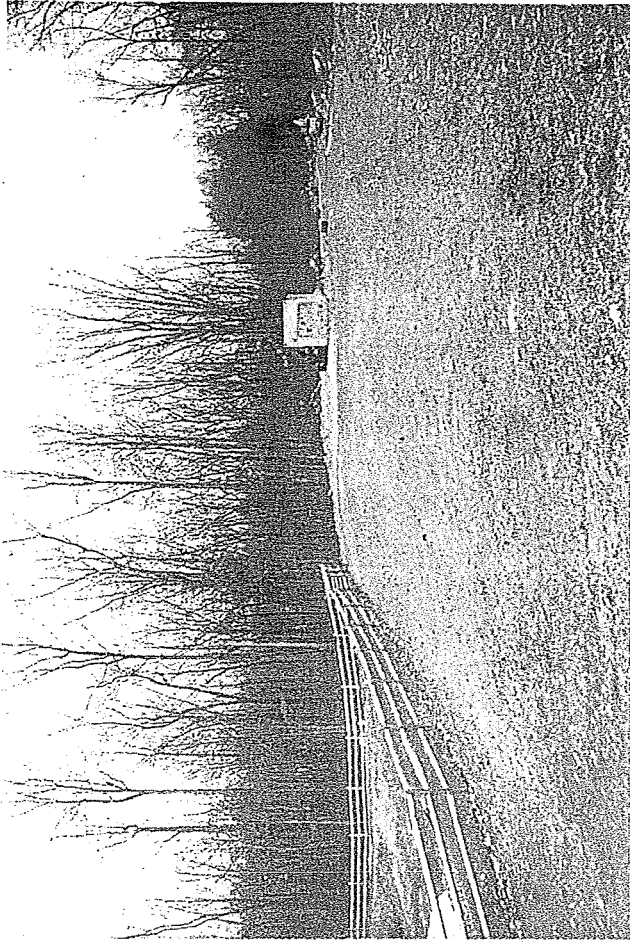
Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
End Section (HDPE)	EA	\$ 600.00	2	\$ 1,200.00	2	\$ 1,200.00	\$ 170
Stormwater Pipe (RCP - 15")	LF	\$ 60.00		-		-	-
Stormwater Pipe (RCP - 18")	LF	\$ 68.00		-		-	-
Stormwater Pipe (RCP - 24")	LF	\$ 75.00		-		-	-
Stormwater Pipe (RCP - 30")	LF	\$ 120.00		-		-	-
Stormwater Pipe (RCP - 36")	LF	\$ 150.00		-		-	-
Stormwater Pipe (RCP - 48")	LF	\$ 215.00		-		-	-
End Section (RCP)	EA	\$ 750.00		-		-	-
Concrete Headwall	EA	\$ 6,100.00		-		-	-
Rip Rap Drainage Channel	LF	\$ 65.00		-		-	-
Non-lined Drainage Channel	LF	\$ 12.00		-		-	-
Preformed Pipe/Stone Underdrain	LF	\$ 26.00		-		-	-
Concrete Box Culvert (6'x4') w/wingwalls	LF	\$ 2,300.00		-		-	-
Concrete Box Culvert (3'x3'), w/wingwalls	LF	\$ 1,800.00		-		-	-
<b><u>Water</u></b>							
Watermain (DI - 8")	LF	\$ 75.00		-		-	-
Gate Valve (8")	EA	\$ 1,500.00		-		-	-
Tapping Sleeve and Valve (8")	EA	\$ 4,500.00		-		-	-
Watermain (DI - 12")	LF	\$ 85.00		-		-	-
Gate Valve (12")	EA	\$ 2,600.00		-		-	-
Tapping Sleeve and Valve (12")	EA	\$ 5,600.00		-		-	-
Hydrant Assembly	EA	\$ 3,300.00		-		-	-
House service (w/out licensed plumber)	EA	\$ 1,400.00		-		-	-
Air relief Valve & Vault	EA	\$ 5,000.00		-		-	-
Pressure Reducing Valve & Vault	EA	\$ 10,500.00		-		-	-
Watermain Offset (8")	EA	\$ 5,000.00		-		-	-
Line Stop and Gate Valve installation (8")	EA	\$ 9,000.00		-		-	-
Insertion Valve (8")	EA	\$ 11,000.00		-		-	-

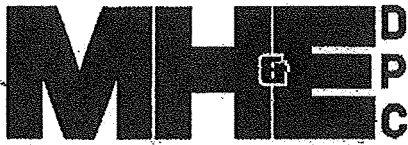












**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)  
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)  
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)  
MATTHEW J. SICKLER, P.E. (NY & PA)  
PATRICK J. HINES

12B  
Main Office  
33 Airport Center Drive  
Suite 202  
New Windsor, New York 12553

(845) 567-3100  
fax: (845) 567-3232  
e-mail: mheny@mhepc.com

Principal Emeritus:  
RICHARD D. McGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

16 December 2015  
Revised: 3 February 2016

Supervisor Piaquadio  
Board Members  
Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550

**SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES-ROSTEN HILLS SEWER  
DISTRICT, (PARR WEST, PARR EAST, & ORCHARD HILLS)/SEWER  
TREATMENT PLANTS EVALUATION AND MAP PLAN AND REPORT FOR  
CONSOLIDATION**

Dear Supervisor Piaquadio and Board Members:

We are pleased to provide the following proposal for professional services required to assist the Town of Newburgh in evaluating the potential consolidation of the two sewage treatment facilities serving Parr West and Parr East/Orchard Hills. It is our understanding the Town wishes to evaluate the potential consolidation of the sewer districts to allow for the three current entities to operate as one consolidated sewer district. Currently Parr West has the sewage collection and treatment system serving the parcels west of New York State Route 9W. Parr East and Orchard Hills have separate sanitary sewage collection systems which are treated at a recently constructed combined sanitary sewer treatment plant.

Based on the age of the Parr West Sewage Treatment Plant, the operation and maintenance issues and historic flooding of the facility, the Town wishes to determine if a new sewage treatment plant can be effectively constructed to serve Parr West or whether a pump station be constructed conveying sanitary sewage flows to an upgraded sewage treatment plant which currently serves Parr East and Orchard Hills. Several alternatives have been discussed involving repair/replacement or consolidation of the sanitary sewer treatment systems.

The following is a summary of basic services to be provided by MH&E D.P.C. Consulting Engineers.

#### TASK 1

Existing Conditions Evaluation—MH&E D.P.C. will review existing data regarding the two sanitary sewage treatment plants. This evaluation will include design capacity, current influent flow, SPDES Permitting, Permit compliance, daily monitoring reports, and layout of the collection systems. The existing conditions evaluation will identify proposed flow from each of the three entities currently being served in the area. An evaluation of existing and required treatment capacity will be completed. This task assumes that a year of influent and effluent data is readily available and will be provided.

#### TASK 2

Engineering Evaluation—Based on the information prepared in Task 1 an Engineering evaluation of alternatives including:

- Conversion/reconstruction/new Parr West Pump Station
- Modifications to Increase treatment capacity at Parr East/Orchard Hills

This alternative analysis will include capital construction cost estimates for each of the identified alternatives above.

#### TASK 3

Recommendations—based upon the results of Tasks 1 & 2, provide the Town with recommendations based on the analysis performed.

Recommendations as to cost effective methods of providing for sewage treatment to the three entities will be addressed.

#### TASK 4

---

Map, Plan and Report—based on the recommendations provided in Task 3, a Map Plan and Report for the Town's selected alternative will be prepared for consolidation of the existing 3 entities for construction of the alternative treatment program selected as well as long-term operation and maintenance of the facilities. The Map, Plan and Report will contain a service area map and metes and bounds description of the service area identified by the Town. The Map Plan and Report will contain an Engineer's estimates of probable construction costs as well as operation and maintenance costs of the selected alternative.

#### TASK 5

Meetings—attendance and preparation of materials for meetings with the Town of Newburgh, Regulatory Agencies and representatives of each of the private entities are proposed to be provided on an hourly basis in accordance with the attached fee schedule based on staff in attendance.

McGoey, Hauser and Edsall D.P.C. Consulting Engineers propose to provide the above services on a lump sum fee basis for each of the Tasks.

TASK 1	Existing Conditions Evaluation	—	\$6,500.00
TASK 2	Engineering Evaluation	—	\$8,800.00
TASK 3	Recommendation Report	—	\$3,500.00
TASK 4	Map, Plan and Report	—	\$5,750.00
TASK 5	Meetings	—	hourly per attached fee schedule

Although we cannot guarantee the action of the approving agencies, our office will make every effort to respond to all questions raised toward gaining such approvals.

For purposes of proper scheduling of the work, this proposal shall remain valid for a period of thirty (30) days, after which time an extension or a new proposal will be required.

Invoicing for this project will be forwarded on a monthly basis or upon completion of each phase of the work and payment is expected within thirty (30) days thereafter; overdue accounts will be charged 1 1/2% interest per month, which shall be due and payable after thirty (30) days. Costs for collection and reasonable Attorney's fees shall be due and payable on delinquent accounts. Our office cannot guarantee that work can be continued should payments become overdue. McGoey, Hauser and Edsall reserves the right to terminate work without liability for consequential or other damages if payment is not received within fifteen (15) days of notice that we intend to stop work for this reason.

The Client agrees to limit the Engineer's liability to the Client and to all the Contractors, persons or firms furnishing services, materials or labor in connection with this Proposal, due to negligent acts, errors or omissions, such that the total aggregate liability of the Engineer shall not exceed the cost of services under this Proposal or Ten Thousand Dollars (\$10,000.00); whichever is less.

The Engineer (McGoey, Hauser and Edsall Consulting Engineers, D.P.C.) shall not, in any way, be responsible for any Contractor's performance or failure to perform in compliance with the plans and specifications nor with any applicable Codes, Rules and Regulations. The Engineer shall in no way be responsible for Contractors' means, methods or techniques of construction, nor safety precautions incident thereto.

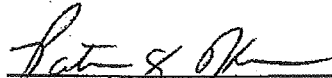
This instrument constitutes the entire agreement between the Parties hereto and sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiation or representations not expressly set forth in this Proposal are of no force in effect. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns to the Parties hereto. By signature of this Proposal, the signee agrees that they will be personally responsible for payment of the fees due and agree to the scope of services and conditions described above.

3 February 2016

If the above is acceptable, please sign where shown below authorizing us to proceed with the work. Thank you for the opportunity of submitting this Proposal, and we look forward to your favorable reply and working with you to rearrange the water supply system for your laundry facility.

Very truly yours,

**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS, D.P.C.**



Patrick J. Hines  
Principal

**TOWN OF NEWBURGH**

\_\_\_\_\_  
Gil Piaquadio

Title: Supervisor





**McGOEY, HAUSER and EDSALL**  
**CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)  
 MICHAEL W. WEEKS, P.E. (NY, NJ & PA)  
 MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)  
 MATHEW J. SICKLER, P.E. (NY & PA)  
 PATRICK J. HINES

**MAIN OFFICE**  
 33 Airport Center Drive  
 Suite 202  
 New Windsor, New York 12553

(845) 567-3100  
 fax: (845) 567-3232  
 e-mail: mheny@mhhepc.com

Principal Emeritus:  
 RICHARD D. McGOEY, P.E. (NY&PA)  
 WILLIAM J. HAUSER, P.E. (NY, NJ& PA)

**MUNICIPAL**  
**STANDARD FEE SCHEDULE**

(Revised August 2014)

**A. HOURLY AND PER DIEM RATES\*:**

	<b>Hourly</b>	<b>Per Diem</b>
<b>Firm Representative</b>		
Principal	\$142.00	\$1,136.00
Associate	\$120.75	\$ 966.00
GIS Manager	\$116.75	\$ 934.00
Structural Engineer II	\$108.50	\$ 868.00
Senior Engineer/Designer	\$ 99.50	\$ 796.00
GIS Programmer	\$ 97.50	\$ 780.00
Structural Engineer/Designer I	\$ 88.50	\$ 706.00
Project Engineer/Designer	\$ 86.25	\$ 690.00
GIS Field Supervisor	\$ 86.25	\$ 690.00
Staff Engineer/Designer	\$ 75.00	\$ 600.00
GIS Mapping Technician	\$ 75.00	\$ 600.00
Engineering Technician II	\$ 70.00	\$ 560.00
Engineering Technician I	\$ 63.00	\$ 504.00
CAD Technician II	\$ 72.00	\$ 576.00
CAD Technician I	\$ 61.00	\$ 488.00
Field Representative**	\$ 60.00	\$ 480.00
GIS Field Data Collector	\$ 61.00	\$ 488.00
Administrative Services	\$ 49.75	\$ 398.00
Clerical/Secretarial	\$ 36.50	\$ 292.00

\* Except expert testimony and consulting for legal procedures, which are charged at \$1,450 per day or any part thereof. \*\* See #6 below

**B. GENERAL CONDITIONS:**

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. Per diem charges are based on an eight hour day. Time in excess of same will be chargeable at the hourly rate (1-1/2 overtime rate, if applicable). When services are away from office, chargeable time is continuous from leaving office until time of return to office after services are rendered.
3. In addition to the above fees, all out-of-pocket and traveling expenses, blueprint and reproduction charges, telephone calls, telegrams, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at a rate of \$0.55 per mile.
4. Without a prior appointment, services of personnel cannot be assured for any certain day.
5. Reproduction charges are based on \$0.15 per photocopy and \$3.00 per D size plan (24" x 36") and \$4.00 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
6. Field Representative rate is based on work between the hours of 8:00 am and 5:00 pm, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).

Municipal Fee Schedule - August 2014

**REGIONAL OFFICE**

• 111 Wheatfield Dr. - Suite One • Milford, Pennsylvania 18337 • 570-296-2765 •



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

13  
Brenda

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Council  
Ron Clum Town Accountant

From: Charlene M Black, Personnel

Date: February 17, 2016

Re: Code Compliance: Building Inspector III

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Attached please find Mr. Canfield's request to hire Barry LaPierre. Upon your approval of hiring Barry LaPierre, Mr. LaPierre will need to complete all paperwork, Mr. Canfield is recommending Mr. LaPierre's start date as March 17, 2016. which will be sufficient time for me to have Mr. LaPierre to complete all the necessary requirements. Since Mr. LaPierre is already an employee of the Town he needs to just complete the required full time paperwork. Thank you for your time in this matter.

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Barry LaPierre

DEPARTMENT: Code Compliance

TITLE OF POSITION: Building Inspector III

FULL TIME OR PART TIME: Full Time

HOURLY RATE: 18.75 - 21.15

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3620.001

PROPOSED HIRE DATE: 3/17/2016

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

2/17/16  
DATE

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

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_\_ day of February, 2016 at 7:00 o'clock p.m.

PRESENT:

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

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE FOR CALENDAR YEAR 2016 FOR STOP DWI PROGRAM SERVICES

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

WHEREAS, the County of Orange has forwarded a proposed Agreement between the County and the Town of Newburgh for the STOP-DWI program period beginning on March 14, 2016 and ending on January 1, 2017 (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, 2017 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 \_\_\_\_\_

James E. Presutti, Councilman voting \_\_\_\_\_

Scott M. Manley, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, 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 February \_\_, 2016 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.

---

Andrew J. Zarutskie, Town Clerk  
Town of Newburgh



## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

MICHAEL P. CLANCY  
CHIEF OF POLICE

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

February 10, 2016

To: Newburgh Town Board

From: Acting 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 14, 2016 and ending on January 1, 2017.

Respectfully submitted,

Donald B. Campbell  
Acting Chief of Police



Steven M. Neuhaus  
County Executive

Coordinator  
Craig Cherry  
Deputy Commissioner  
Police Services

Administrator  
Christina Hale

## ORANGE COUNTY NEW YORK

### Stop-DWI / Traffic Safety Programs

22 Wells Farm Rd  
Goshen, N.Y. 10924  
845-615-0575



**TO:** Town of Newburgh

**FROM:** Craig Cherry, Orange County Stop-DWI Coordinator

**DATE:** February 4, 2016

Enclosed is your Department's contract for the 2016 STOP-DWI (Regular) enforcement patrol year funding beginning on March 14, 2016 and ending on January 1, 2017. 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 1<sup>st</sup> Period beginning on March 14, 2016 and ending on May 31, 2016 in the amount of \$3207/60. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2<sup>nd</sup> and 3<sup>rd</sup> 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 to the above address at your earliest convenience to insure 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.**

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 \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 January 30th, 2016 and end January 11, 2017.

### 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 (2) 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.

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 recover the funds. This remedy, if elected, 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 otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

#### **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**

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

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
Steven M. Neuhaus  
County Executive

DATE: \_\_\_\_\_

**MUNICIPALITY**

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

DATE: \_\_\_\_\_

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.

**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 14, 2016 through May 31, 2016, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2016 through September 6, 2016, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 14, 2016 through January 1, 2017, 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 October 13, 2015 through January 1, 2016, 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 \$3207 covering 60 man-hours for the first enforcement period of 2016. 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 2016.**

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2016 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of each 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.

## Orange County STOP-DWI Enforcement Patrol

Police Department: \_\_\_\_\_

Patrol Period: \_\_\_\_\_

*Note: This form must be completed and returned to STOP-DWI in order to receive payment.*

### SUMMARY SHEET

Number of Patrol Sheets Attached: \_\_\_\_\_

Total Hours: \_\_\_\_\_

No. of Stops: \_\_\_\_\_

1192 Arrests: \_\_\_\_\_

1192 Tickets: \_\_\_\_\_

511-2 & 511-3 Arrests: \_\_\_\_\_

Zero Tolerance Detentions: \_\_\_\_\_

Other Tickets: \_\_\_\_\_

Total number of tickets issued during this same time where the officers' time was not funded by the STOP-DWI Program:

1192 Tickets: \_\_\_\_\_

511-2 & 511-3 Tickets: \_\_\_\_\_

Zero Tolerance Detentions: \_\_\_\_\_

Other Tickets: \_\_\_\_\_

Chief's Signature: \_\_\_\_\_

Please return this Summary Sheet along with all Enforcement Patrol Sheets and hourly/overtime rate for Police Officers with total claim amount to:

**Christine Saccone**  
Emergency Services Center  
22 Wells Farm Road  
Goshen, NY 10924

**Orange County Stop-DWI Program**  
**Final Reimbursement Claim**  
**Enforcement Period 1 of 2016**

Department: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Chief of Police: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Date	Officer	Hours	Regular Rate	Overtime Rate	Total
<b>TOTALS:</b>					

# Orange County STOP-DWI Enforcement Patrol

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

Time Began: \_\_\_\_\_

Beginning Miles: \_\_\_\_\_

Police Dept: \_\_\_\_\_

Time Ended: \_\_\_\_\_

Ending Miles: \_\_\_\_\_

Officer's Name: \_\_\_\_\_

*NOTE: This form must be completed and returned to STOP-DWI in order to receive payment*

Time	Location and Reason for Stop	Vehicle Plate #	Sobriety Check (Y/N)	Number of Tickets Issued	1192 Arrest (Y/N)	511-2 511-3 Arrest (Y/N)	Zero Tolerance Detention (Y/N)

Comments:

Total Hours: \_\_\_\_\_

# of Stops: \_\_\_\_\_

#1192 Arrests: \_\_\_\_\_

#1192 Tickets: \_\_\_\_\_

511-2,3 arrests: \_\_\_\_\_

Zero Tol. Det. : \_\_\_\_\_

#Other Tickets: \_\_\_\_\_

Chief's Signature: \_\_\_\_\_