

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

TOWN COUNCIL MEETING PUBLIC MEETING AGENDA

Monday, May 2, 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
- 5A. TOWN SUPERVISOR: Presentation by American Legion Post 1420
6. PUBLIC HEARING (7:00 p.m.): Petition of Orange Lake Construction --Plan Amendment and Rezoning R-3 to B
7. DEPARTMENT HEAD REPORTS
8. RECEIVER OF TAXES: On Line Payments
9. POLICE: Transfer of Funds
10. INTERN PROGRAM
11. RECREATION: Resolution on Use of County Bus
12. ZONING BOARD OF APPEALS: Appointment to Fill Vacancy
13. ETHICS BOARD: Appointment to Fill Vacancy
14. DATA PROCESSING:
 - A. Transfer funds out of Computer Reserve Account
 - B. Purchase Digital Video Recorder
15. ANIMAL CONTROL: T-94 Withdrawal
16. CODE COMPLIANCE: Hiring of Part Time Fire Inspector
17. ANNOUNCEMENTS
18. PUBLIC COMMENTS
19. ADJOURNMENT



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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: ORANGE LAKE CONSTRUCTION APPLICATION TO
REZONE AN AREA OF LAND IN THE VICINITY OF
GARDNERTOWN ROAD, ROUTE 300, ROUTE 52 AND
THE NYS THRUWAY
OUR FILE NO. 800.293

DATE: FEBRUARY 19, 2016

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P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Jeffrey S. Sculley
Donna M. Badura
Alyson Pomerantz

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon

As you know, Orange Lake Construction has applied for the rezoning from R-3 to the adjacent B Zoning District of an area which includes a portion of its parcel on Gardnertown Road which does not front on any street, but is within the area bounded by Gardnertown Road, Route 300/Union Avenue, Route 52 and the NYS Thruway. The area is comprised of a 17.85 acre portion of the property designated as tax parcel Section 60 Block 2 Lot 62. In addition, the Board has determined it appropriate to include in the rezoning, a 1.45 acre portion of the property designated as tax parcel Section 60 Block 2 Lot 7.2 and the entire 0.032 acre area of the property designated as tax parcel Section 60 Block 2 Lot 2.711, as they would otherwise be an isolated R-3 area surrounded by the B District

In accordance with your direction, we have prepared the following draft local law in connection with the above referenced matter:

Introductory Local Law Amending Chapter 185 Entitled Zoning of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway.

Given the size and location of the area involved, we are recommending that the Board consider undertaking an amendment to the Comprehensive Plan in addition to the requested zoning map amendment, as it did for the recent rezonings on Boulder Road, Stewart Avenue and Monarch Drive. Please be reminded that an amendment to the Comprehensive Plan undertaken by the Town Board requires it to conduct at least two public hearings on the proposed amendment, which is also attached.



ORANGE LAKE CONSTRUCTION APPLICATION
TO REZONE AN AREA OF LAND THE VICINITY OF
GARDNERTOWN ROAD, ROUTE 300, ROUTE 52 AND THE NYS THRUWAY
OUR FILE NO. 800.293
PAGE 2

We have additionally prepared the necessary procedural documents for commencement of the rezoning process. Enclosed please find the following draft resolutions for the Board's consideration:

1. Resolution of Town Board Determining that Proposed Amendment to Comprehensive Plan Update and Adoption of Local Law Amending Chapter 185 Entitled Zoning of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway from R-3 (Residential) to the Adjacent B (Business) Zoning District Constitute a Type I Action and Providing for Coordinated Review: Application of Orange Lake Construction. Following the resolution is Part I of the long form Environmental Assessment Form submitted by the applicant. We have prepared Part II of the EAF, which is also attached.
2. Resolution of Town Board Providing for Referral of Comprehensive Plan Update Amendment and Local Law Amending Chapter 185 Entitled Zoning of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway to the Orange County Department of Planning, the Town of Newburgh Planning Board and the Town of Newburgh Zoning Board of Appeals: Application of Orange Lake Construction.
3. Resolution of Town Board Calling a Public Hearing in the matter of the Amendment of the Comprehensive Plan Update of the Town of Newburgh for the Rezoning of an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway from R-3 to the Adjacent B Zoning District: Application of Orange Lake Construction.
4. Resolution of Town Board Introducing Local Law Amending Chapter 185 Entitled Zoning of the Code of the Town of Newburgh and Amending the Zoning Map of the Town of Newburgh to Rezone an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway and Calling Public Hearing: Application of Orange Lake Construction.

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

cc: Town Clerk Andrew J. Zarutskie, Town Engineer James Osborne (via e-mail)
Code Compliance Supervisor Gerald Canfield (via e-mail)
Molly Carhart, Assessor (via e-mail)
Charles Brown, P.E., Talcott and Brown. (via e-mail)

**INTRODUCTORY LOCAL LAW #1 OF 2016
A LOCAL LAW AMENDING
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH
AND
THE ZONING MAP
OF THE TOWN OF NEWBURGH
TO REZONE
AN AREA OF LAND
IN THE VICINITY OF GARDNERTOWN ROAD,
ROUTE 300, ROUTE 52 AND THE NYS THRUWAY**

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 185 Entitled 'Zoning' of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone An Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway."

SECTION 2 - PURPOSE

The purpose of this local law is to rezone a certain area of land located in the vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway from the R-3 (Residential) Zoning District to the adjoining B (Business) Zoning District consistent with the amended Comprehensive Plan Update of the Town of Newburgh.

The rezoning will encompass approximately 19.596 acres of land. The area is comprised of a 17.85 acre portion of the property designated as tax parcel Section 60 Block 2 Lot 62, a 1.45 acre portion of the property designated as tax parcel Section 60 Block 2 Lot 7.2 and the entire 0.032 acre area of the property designated as tax parcel Section 60 Block 2 Lot 2.711 on the tax map of the Town of Newburgh. The owner of tax parcel Section 60 Block 2 Lot 62 has applied for the change in zoning.

SECTION 3 - AMENDMENT TO CHAPTER 185 AND ZONING MAP

1. The Zoning Map of the Town of Newburgh, adopted and made a part of Chapter 185 of the Code of the Town of Newburgh pursuant to Section 185-5, as last amended by Local Law No. 1 of 2015, is hereby amended to change the Zoning District from R-3 to B for the property described in Schedule A annexed hereto and made a part hereof.
2. The Zoning Map of the Town of Newburgh, as amended by this local law, shall be maintained on file in the office of the Town Clerk

SECTION 4 - REPEAL All ordinances and local laws and any parts thereof inconsistent

MCT/Town of Newburgh/Zoning Map Amendment - Colandrea - Putnam Street.wpd

with this Local Law are hereby repealed.

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

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

Schedule "A"

Description
Zoning Amendment

Being in the Town of Newburgh, County of Orange, running on, along, and through the lands of Orange Lake Construction Corporation, aka Lot 4, as shown on a certain map entitled, "Minor Subdivision Lands Of Orange Lake Construction Corp.", dated July 8, 1994, last revised July 15, 1998, and filed in the Office of the Orange County Clerk on May 14, 1999 as Filed map No. 110-99, being bounded and more particularly described as follows:

COMMENCING at a point along the southerly Right of Way (R.O.W.) line of Gardnertown Road, said point being marked by an iron pipe as shown on a certain map entitled, "Map Of Minor Subdivision Of The Lands Of Orange Lake Land Corporation", dated August 26, 1978, and filed in the Office of the Orange County Clerk on March 9, 1978 as Filed map No. 4443, said point also being the **POINT OF COMMENCEMENT**.

THENCE; leaving said R.O.W. and running along the division line between the lands now or formerly of Gemma as described in Liber 12078, Page 1249 of Deeds, and the lands now or formerly of Jimenez as described in Liber 11302, Page 683 of Deeds, aka Lot 1 as shown on said F.M. 110-99 the following two (2) courses

- :
- (1) S 11°11'00" W a distance of 145.00 feet to a point,
 - (2) N 78°49'00" W a distance of 220.00 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Orange Lake Construction Corp. as described in Liber 1800, Page 604 of Deeds, aka Lot 2 as shown on said F.M. 110-99, and said lands of Gemma, the following course:
S 09°49'00" W a distance of 23.02 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE; leaving said division line and running along the division line between said lands of Gemma and Lands of Orange Lake Construction Corp., the following two (2) courses:

- (1) S 09°49'00" W a distance of 227.98 feet to a point,
- (2) S 85°29'00" E a distance of 18.00 feet to a point,

THENCE; leaving said division line and running northeasterly along the division line between the lands now or formerly of Meiczkowski, et al., as described in Liber 1666, Page 507 of Deeds,

and the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99 the following course:

S 01°36'34" W a distance of 498.09 feet to a point,

THENCE; leaving said division line and running through the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following five (5) courses:

- (1) S 01°36'34" W a distance of 226.67 feet to a point,
- (2) S 60°19'00" E a distance of 140.04 feet to a point,
- (3) S 11°18'00" W a distance of 238.47 feet to a point,
- (4) S 02°15'00" E a distance of 612.95 feet to a point,
- (5) N 87°45'00" E a distance of 200.00 feet to a point,

THENCE; running along the division line between the lands now or formerly of Kenny, et al., as described in Liber 4627, Page 129 of Deeds, and the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

S 02°15'00" E a distance of 90.81 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Juliano as described in Liber 13901, Page 999 of Deeds, the lands now or formerly of Lagoy, et al., as described in Liber 2013, Page 222 of Deeds, and the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 10-99, the following course:
S22°30'00" W a distance of 300.00 feet to a point,

THENCE; leaving said division line and running through the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:
S 22°30'00" W a distance of 50.06 feet to a point, said point being on the division line between the lands now or formerly of JBD, Inc. as described in Liber 4509, Page 296 of Deeds, and the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99,

THENCE; leaving said division line and running through said lands of JBD, Inc., the following course:

S 21°58'51" W a distance of 200.95 feet to a point,

THENCE; leaving said lands of JBD, Inc. and running along the division line between the lands now or formerly of Wagner, et al., as described in Liber 2038, Page 737 of Deeds, and said lands of JBD, Inc., the following course:

S 26°45'00" W a distance of 54.87 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Olson, et al., as described in Liber 2040, Page 537 of Deeds, and said lands of JBD, Inc., the following course:

N 83°49'00" W a distance of 49.91 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Gregg Galati Enterprises, LLC as described in Liber 5959, Page 91 of Deeds, and said lands of JBD, Inc., the following four (4) courses:

- (1) N 03°14'00" E a distance of 54.88 feet to a point,
- (2) N 68°42'00" W a distance of 65.55 feet to a point,
- (3) S 84°45'00" W a distance of 85.00 feet to a point,
- (4) N 45°07'00" W a distance of 95.26 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of CBPS Realty, LLC as described in Liber 5381, Page 5 of Deeds, and said lands of JBD, Inc., the following two (2) courses:

- (1) N 01°32'00" E a distance of 42.84 feet to a point,
- (2) N 62°21'00" E a distance of 141.15 feet to a point,

THENCE; leaving said division line and running along the division line between said lands of CBPS Realty, LLC, and the lands now or formerly of Yahweh's Assembly of Newburgh, Inc. as described in Liber 13124, Page 1505 of Deeds, the following three (3) courses:

- (1) N 06°54'00" W a distance of 30.00 feet to a point,
- (2) N 86°40'00" W a distance of 127.42 feet to a point,
- (3) N 11°25'00" W a distance of 133.28 feet to a point,

THENCE; leaving said division line and running along the division line between said lands of CBPS Realty, LLC, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

- N 11°25'00" W a distance of 23.44 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Windsor Hill Realty, Inc. as described in Liber 4061, Page 266 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

- N 11°25'00" W a distance of 199.18' feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Windsor Hill Realty, Inc. as described in Liber 4061, Page 266 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

N 00°23'00" W a distance of 108.75 feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Sali H. LLC as described in Liber 5303, Page 304 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following three (3) courses:

- (1) N 00°23'00" W a distance of 99.90 feet to a point,
- (2) N 39°00'00" E a distance of 66.35 feet to a point,

(3) N 28°01'00" W a distance of 252.40 feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Raymond Cass, Jr. as described in Liber 4999, Page 43 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following three (3) courses:

- (1) N 28°01'00" W a distance of 50.41 feet to a point,
- (2) N 69°23'00" E a distance of 22.00 feet to a point,
- (3) N 29°47'00" W a distance of 75.96 feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Raymond I. Cass, et al., as described in Liber 2483, Page 76 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course: N 29°47'00" W a distance of 100.04 feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Storage Stop, Inc., aka Tax Parcel 60-2-66 as shown on the current Tax Maps of the Town of Newburgh, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following two (2) courses:

- (1) N 21°19'00" E a distance of 621.00 feet to a point,
- (2) N 60°19'00" W a distance of 102.68 feet to a point,

THENCE;

leaving said division line and running through the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course: N 20°06'00" E a distance of 635.75 feet to a point, said point being the southwesterly corner of the lands now or formerly of Orange Lake Construction Corp. as described in Liber 1800, Page 604 of Deeds, aka Lot 2 as shown on said F.M. 110-99,

THENCE;

running along the division line between the lands now or formerly of Orange Lake Construction Corp. as described in Liber 1800, Page 604 of Deeds, aka Lot 2 as shown on said F.M. 110-99, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

S 69°54'00" E a distance of 129.11 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Containing an area of 853,593.9 square feet, 19.596 acres more or less.

TOWN OF NEWBURGH

COMPREHENSIVE PLAN AMENDMENT

FOR THE REZONING OF AN AREA OF LAND

**IN THE VICINITY OF GARDNERTOWN ROAD,
ROUTE 300, ROUTE 52 AND THE NYS THRUWAY**

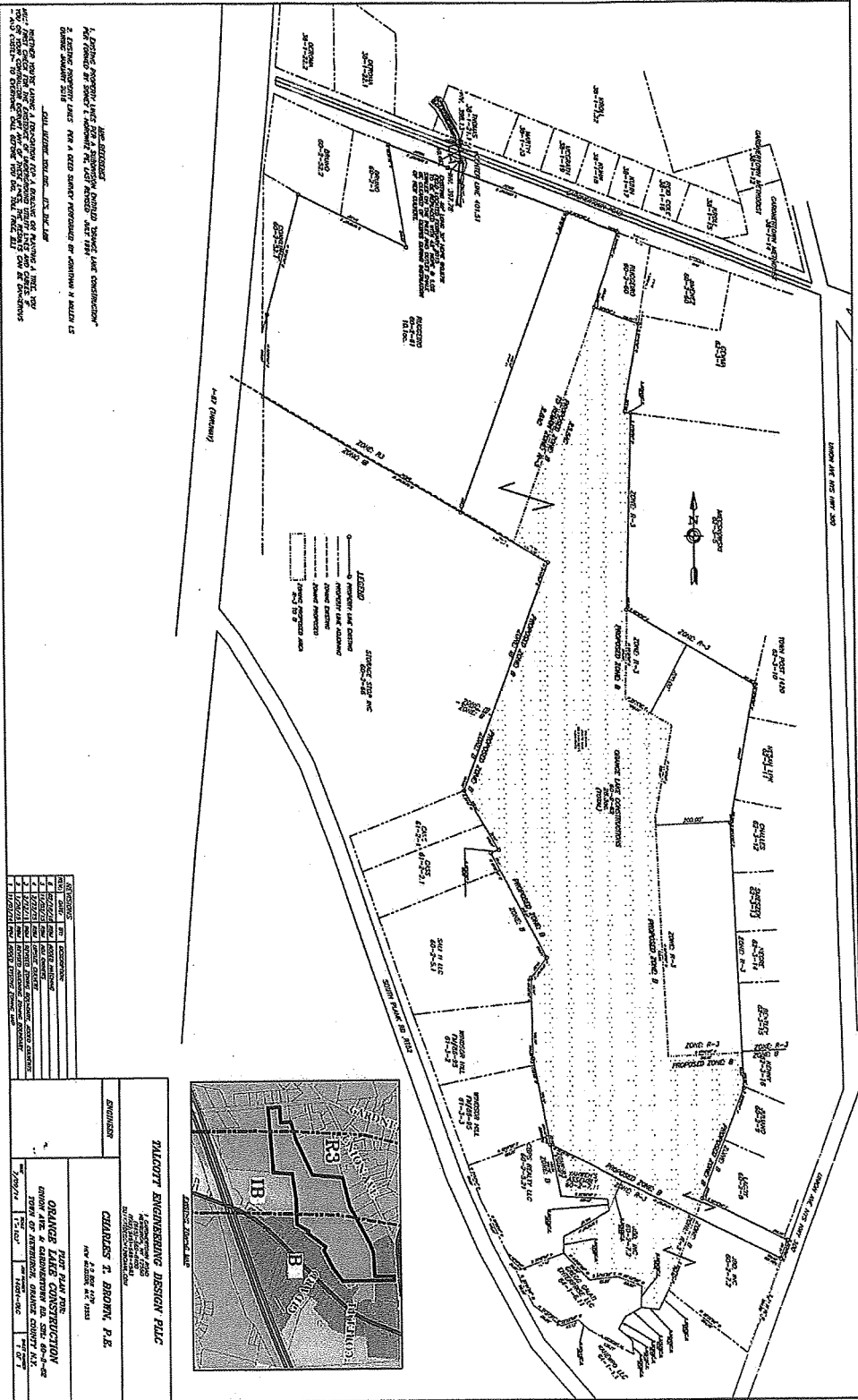
**(TAX PARCELS: PORTIONS OF SECTION 60 BLOCK 2 LOTS 62 AND 7.2 AND
SECTION 60 BLOCK 2 LOT 7.11**

FROM R-3 RESIDENTIAL

TO THE ADJACENT

B (BUSINESS) ZONING DISTRICT

FEBRUARY, 2016



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LEGEND

- PROPERTY LINE CENTER
- PROPERTY LINE CORNER
- ADJACENT PROPERTY
- ADJACENT ROAD
- ADJACENT WATERWAY
- ADJACENT AIRWAY
- ADJACENT RAILROAD
- ADJACENT UTILITIES
- ADJACENT OBSTACLES
- ADJACENT EASEMENTS
- ADJACENT ENCUMBRANCES
- ADJACENT RIGHTS
- ADJACENT INTERESTS
- ADJACENT CLAIMS
- ADJACENT DEFENSES
- ADJACENT REMEDIES
- ADJACENT RESCUES
- ADJACENT RECOVERIES
- ADJACENT COMPENSATIONS
- ADJACENT DAMAGES
- ADJACENT PENALTIES
- ADJACENT FINE
- ADJACENT IMPRISONMENT
- ADJACENT DEATH
- ADJACENT LIFE
- ADJACENT LIBERTY
- ADJACENT SECURITY
- ADJACENT HEALTH
- ADJACENT WELFARE
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- ADJACENT WELFARE

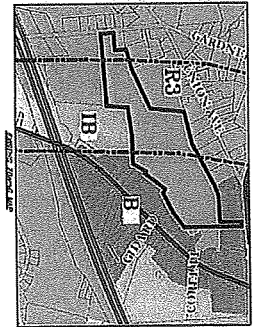
NO.	DATE	BY	REVISION
1	01/15/2024	JTB	ISSUE FOR PERMIT
2	01/15/2024	JTB	REVISED PER PERMIT COMMENTS
3	01/15/2024	JTB	REVISED PER PERMIT COMMENTS
4	01/15/2024	JTB	REVISED PER PERMIT COMMENTS
5	01/15/2024	JTB	REVISED PER PERMIT COMMENTS
6	01/15/2024	JTB	REVISED PER PERMIT COMMENTS
7	01/15/2024	JTB	REVISED PER PERMIT COMMENTS
8	01/15/2024	JTB	REVISED PER PERMIT COMMENTS
9	01/15/2024	JTB	REVISED PER PERMIT COMMENTS
10	01/15/2024	JTB	REVISED PER PERMIT COMMENTS

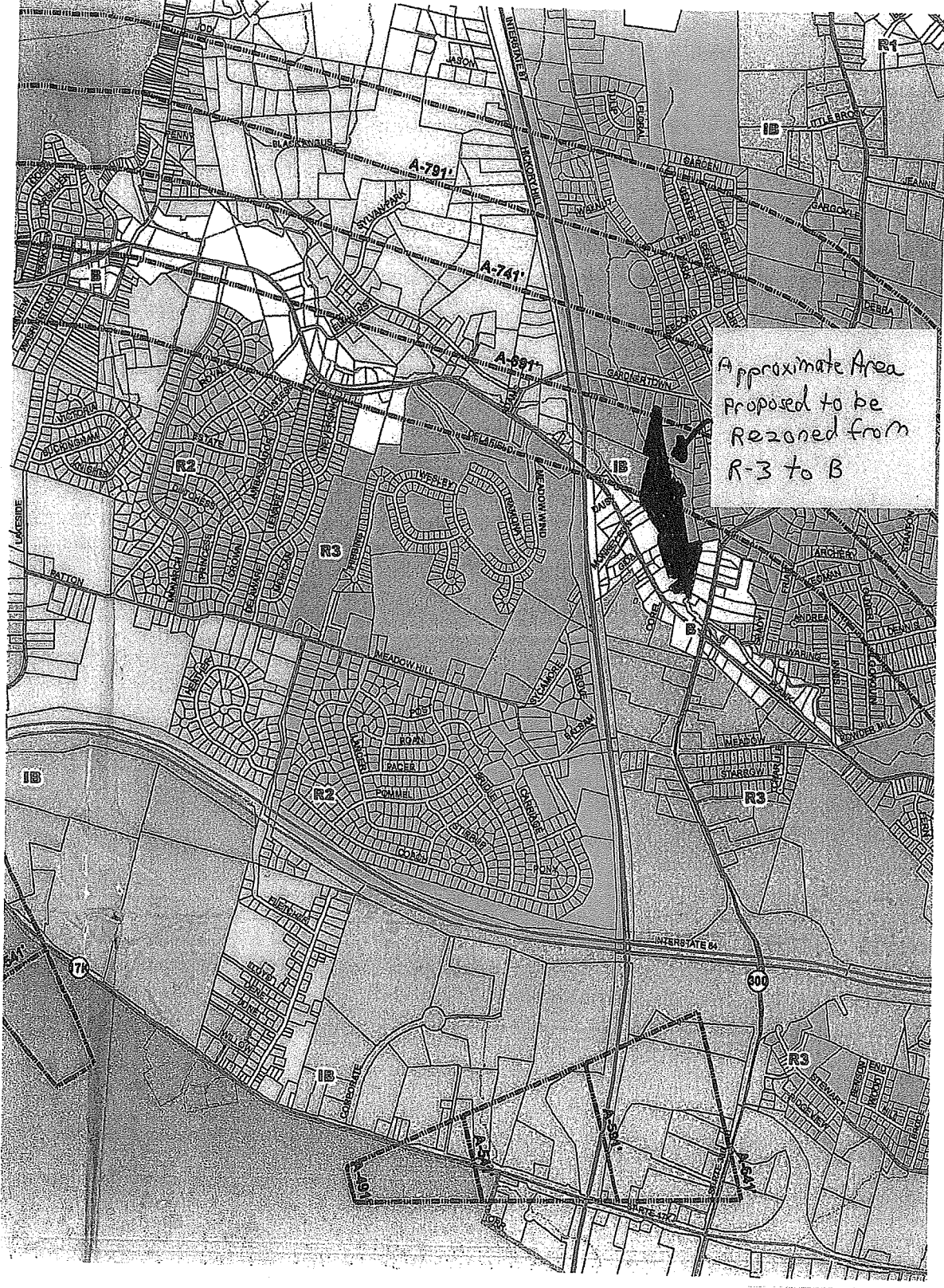
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CHARLES T. BROOK, P.E.
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 INC. 4, REG. NO. 10000

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Approximate Area
Proposed to be
Rezoned from
R-3 to B

This Amendment to the adopted Comprehensive Plan Update of the Town of Newburgh contemplates the rezoning of an area of land which does not front on any road, but is surrounded by four roads: Garndertown Road, Route 300, Route 52 and the NYS Thruway. The area will be rezoned from the R-3 (Residential) Zoning District to the adjoining B (Business) Zoning District. The rezoning will encompass approximately 19.596 acres of land. The area is comprised of a 17.85 acre portion of the property designated as tax parcel Section 60 Block 2 Lot 62, a 1.45 acre portion of the property designated as tax parcel Section 60 Block 2 Lot 7.2 and the entire 0.032 acre area of the property designated as tax parcel Section 60 Block 2 Lot 2.711 on the tax map of the Town of Newburgh. The owner of tax parcel Section 60 Block 2 Lot 62 has applied for the change in zoning.

A description of the area proposed to be rezoned is attached.

Schedule "A"

Description
Comprehensive Plan Update Amendment

Being in the Town of Newburgh, County of Orange, running on, along, and through the lands of Orange Lake Construction Corporation, aka Lot 4, as shown on a certain map entitled, "Minor Subdivision Lands Of Orange Lake Construction Corp.", dated July 8, 1994, last revised July 15, 1998, and filed in the Office of the Orange County Clerk on May 14, 1999 as Filed map No. 110-99, being bounded and more particularly described as follows:

COMMENCING at a point along the southerly Right of Way (R.O.W.) line of Gardnertown Road, said point being marked by an iron pipe as shown on a certain map entitled, "Map Of Minor Subdivision Of The Lands Of Orange Lake Land Corporation", dated August 26, 1978, and filed in the Office of the Orange County Clerk on March 9, 1978 as Filed map No. 4443, said point also being the **POINT OF COMMENCEMENT**:

THENCE; leaving said R.O.W. and running along the division line between the lands now or formerly of Gemma as described in Liber 12078, Page 1249 of Deeds, and the lands now or formerly of Jimenez as described in Liber 11302, Page 683 of Deeds, aka Lot 1 as shown on said F.M. 110-99 the following two (2) courses

- (1) S 11°11'00" W a distance of 145.00 feet to a point,
- (2) N 78°49'00" W a distance of 220.00 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Orange Lake Construction Corp. as described in Liber 1800, Page 604 of Deeds, aka Lot 2 as shown on said F.M. 110-99, and said lands of Gemma, the following course:
S 09°49'00" W a distance of 23.02 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE; leaving said division line and running along the division line between said lands of Gemma and Lands of Orange Lake Construction Corp., the following two (2) courses:

- (1) S 09°49'00" W a distance of 227.98 feet to a point,
- (2) S 85°29'00" E a distance of 18.00 feet to a point,

THENCE; leaving said division line and running northeasterly along the division line between the lands now or formerly of Meiczkowski, et al., as described in Liber 1666, Page 507 of Deeds,

and the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99 the following course:

S 01°36'34" W a distance of 498.09 feet to a point,

THENCE; leaving said division line and running through the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following five (5) courses:

- (1) S 01°36'34" W a distance of 226.67 feet to a point,
- (2) S 60°19'00" E a distance of 140.04 feet to a point,
- (3) S 11°18'00" W a distance of 238.47 feet to a point,
- (4) S 02°15'00" E a distance of 612.95 feet to a point,
- (5) N 87°45'00" E a distance of 200.00 feet to a point,

THENCE; running along the division line between the lands now or formerly of Kenny, et al., as described in Liber 4627, Page 129 of Deeds, and the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

S 02°15'00" E a distance of 90.81 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Juliano as described in Liber 13901, Page 999 of Deeds, the lands now or formerly of Lagoy, et al., as described in Liber 2013, Page 222 of Deeds, and the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 10-99, the following course:
S22°30'00" W a distance of 300.00 feet to a point,

THENCE; leaving said division line and running through the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:
S 22°30'00" W a distance of 50.06 feet to a point, said point being on the division line between the lands now or formerly of JBD, Inc. as described in Liber 4509, Page 296 of Deeds, and the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99,

THENCE; leaving said division line and running through said lands of JBD, Inc., the following course:

S 21°58'51" W a distance of 200.95 feet to a point,

THENCE; leaving said lands of JBD, Inc. and running along the division line between the lands now or formerly of Wagner, et al., as described in Liber 2038, Page 737 of Deeds, and said lands of JBD, Inc., the following course:

S 26°45'00" W a distance of 54.87 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Olson, et al., as described in Liber 2040, Page 537 of Deeds, and said lands of JBD, Inc., the following course:

N 83°49'00" W a distance of 49.91 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Gregg Galati Enterprises, LLC as described in Liber 5959, Page 91 of Deeds, and said lands of JBD, Inc., the following four (4) courses:

- (1) N 03°14'00" E a distance of 54.88 feet to a point,
- (2) N 68°42'00" W a distance of 65.55 feet to a point,
- (3) S 84°45'00" W a distance of 85.00 feet to a point,
- (4) N 45°07'00" W a distance of 95.26 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of CBPS Realty, LLC as described in Liber 5381, Page 5 of Deeds, and said lands of JBD, Inc., the following two (2) courses:

- (1) N 01°32'00" E a distance of 42.84 feet to a point,
- (2) N 62°21'00" E a distance of 141.15 feet to a point,

THENCE; leaving said division line and running along the division line between said lands of CBPS Realty, LLC, and the lands now or formerly of Yahweh's Assembly of Newburgh, Inc. as described in Liber 13124, Page 1505 of Deeds, the following three (3) courses:

- (1) N 06°54'00" W a distance of 30.00 feet to a point,
- (2) N 86°40'00" W a distance of 127.42 feet to a point,
- (3) N 11°25'00" W a distance of 133.28 feet to a point,

THENCE; leaving said division line and running along the division line between said lands of CBPS Realty, LLC, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

- N 11°25'00" W a distance of 23.44 feet to a point,

THENCE; leaving said division line and running along the division line between the lands now or formerly of Windsor Hill Realty, Inc. as described in Liber 4061, Page 266 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

- N 11°25'00" W a distance of 199.18' feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Windsor Hill Realty, Inc. as described in Liber 4061, Page 266 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

- N 00°23'00" W a distance of 108.75 feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Sali H. LLC as described in Liber 5303, Page 304 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following three (3) courses:

- (1) N 00°23'00" W a distance of 99.90 feet to a point,
- (2) N 39°00'00" E a distance of 66.35 feet to a point,

(3) N 28°01'00" W a distance of 252.40 feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Raymond Cass, Jr. as described in Liber 4999, Page 43 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following three (3) courses:

- (1) N 28°01'00" W a distance of 50.41 feet to a point,
- (2) N 69°23'00" E a distance of 22.00 feet to a point,
- (3) N 29°47'00" W a distance of 75.96 feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Raymond I. Cass, et al., as described in Liber 2483, Page 76 of Deeds, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course: N 29°47'00" W a distance of 100.04 feet to a point,

THENCE;

leaving said division line and running along the division line between the lands now or formerly of Storage Stop, Inc., aka Tax Parcel 60-2-66 as shown on the current Tax Maps of the Town of Newburgh, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following two (2) courses:

- (1) N 21°19'00" E a distance of 621.00 feet to a point,
- (2) N 60°19'00" W a distance of 102.68 feet to a point,

THENCE;

leaving said division line and running through the Lands of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course: N 20°06'00" E a distance of 635.75 feet to a point, said point being the southwesterly corner of the lands now or formerly of Orange Lake Construction Corp. as described in Liber 1800, Page 604 of Deeds, aka Lot 2 as shown on said F.M. 110-99,

THENCE;

running along the division line between the lands now or formerly of Orange Lake Construction Corp. as described in Liber 1800, Page 604 of Deeds, aka Lot 2 as shown on said F.M. 110-99, and the Lands Of Orange Lake Construction Corp., aka Lot 4 as shown on said F.M. 110-99, the following course:

S 69°54'00" E a distance of 129.11 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Containing an area of 853,593.9 square feet, 19.596 acres more or less.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of 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
DETERMINING THAT PROPOSED ADOPTION
OF A COMPREHNSIVE PLAN UPDATE
AMENDMENT AND LOCAL LAW AMENDING
CHAPTER 185 ENTITLED "ZONING" OF THE
CODE OF THE TOWN OF NEWBURGH
AND THE ZONING MAP OF
THE TOWN OF NEWBURGH
TO REZONE AN AREA OF LAND IN THE
VICINITY OF GARDNERTOWN ROAD, ROUTE
300, ROUTE 52 AND THE NYS THRUWAY
CONSTITUTE A TYPE I ACTION AND
PROVIDING FOR COORDINATED REVIEW:

APPLICATION OF ORANGE LAKE
CONSTRUCTION

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

WHEREAS, having received a request from a property owner for a Zoning Map change, pursuant to Town Law Section 272-a the Town Board has prepared an amendment to the adopted Comprehensive Plan Update of the Town of Newburgh providing for the rezoning of a portion of its property in the vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway from R-3 (Residential) to the adjacent B (Business) District Zoning and the Town Board has determined it appropriate to include a portion of another parcel presently divided between the B Zone and R-3 Zone and an additional small adjoining parcel in the rezoning proposal, so that the total area proposed to be rezoned will be approximately 19.596 acres; and

WHEREAS, the Town Board has additionally prepared a local law amending the Zoning Code and Zoning Map of the Town of Newburgh which will implement the proposed Comprehensive Plan Update Amendment; and

WHEREAS, the Town Board of the Town of Newburgh recognizes the importance of sound planning as a means of promoting responsible development and protecting the health, safety and general welfare of the citizens of the Town of Newburgh and otherwise fulfilling the legislative findings and intent set forth in Town Law Section 272-a; and

WHEREAS, the Town Board of the Town of Newburgh has caused an Environmental Assessment Form (the "EAF") to be prepared for the proposed adoptions of the Amendment to the Comprehensive Plan Update and the Local Law Amending Chapter 185 Entitled 'Zoning' of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone An Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway; and

WHEREAS, the Town Board has determined that the proposed adoption of the aforesaid

Amendment to the Comprehensive Plan Update and local law should be reviewed as an action (the "Action") under Part 617 of the General Regulations ("Part 617") adopted pursuant to Article 8 of the Environmental Conservation Law ("SEQR") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code; and

WHEREAS, the Town Board proposed to undertake, fund and approve the Action and wishes to assume Lead Agency status in connection with the review of the Action pursuant to the State Environmental Quality Review Act; and

WHEREAS, the Town Board, using all due diligence, has identified the following involved agency for the Action:

Town of Newburgh Highway Superintendent; and

WHEREAS, the Town Board, using all due diligence, has identified the following agencies as potentially interested agencies for the Action:

the Orange County Planning Department,

the Town of Newburgh Planning Board, and

the Town of Newburgh Zoning Board of Appeals; and

WHEREAS, the Town Board proposes to undertake, fund and approve the Action and wishes to assume Lead Agency status in connection with the review of the Action pursuant to SEQR and Part 617.

NOW, THEREFORE, BE IT RESOLVED, the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code, hereby determines that the Action is subject to SEQR and is a Type I action; and

BE IT FURTHER RESOLVED, that no other agency has been identified as an involved agency for the Action

; and

BE IT FURTHER RESOLVED, that the following are identified as interested agencies for the Action:

Orange County Department of Planning

Town of Newburgh Planning Board

Town of Newburgh Zoning Board of Appeals

and;

BE IT FURTHER RESOLVED, that the Town Board hereby directs that a Lead Agency coordination letter be circulated among involved agencies, if any, together with copies of the EAF, and such other information as is appropriate, indicating the Town Board's intent to assume the role

of Lead Agency for the Action under SEQR and Part 617, and that copies of the EAF also be forwarded to interested agencies for review and comment.

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

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

The resolution was thereupon declared duly adopted.

**Full Environmental Assessment Form
Part I - Project and Setting**

Instructions for Completing Part I

Part I is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part I based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part I is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: REZONING FOR ORANGE LAKE CONSTRUCTION		
Project Location (describe, and attach a general location map): TOWN OF NEWBURGH BETWEEN NYS RT 52, NYS RT 300, GARDNERTOWN RD, AND THE NYS THRUWAY		
Brief Description of Proposed Action (include purpose or need): CHANGE THE ZONING FROM "R3" RESIDENTIAL TO "B" BUSINESS FOR CONTIGUOUS LANDS AS FOLLOWS: 1) 17.78 ACRES OF S/B/L 60-2-62, LEAVING 8.45 ACRES UNCHANGED (26.30 TOTAL)(ORANGE LAKE CONSTRUCTION) 2) 0.35 ACRES OF S/B/L 60-2-7.11, WHICH IS THE ENTIRE PARCEL (YAHWEH'S) 3) 1.43 ACRES OF S/B/L 60-2-7.2, LEAVING 1.35 ACRES WHICH IN CURRENTLY ZONED "B" (2.80 TOTAL)(TOTS-N-US) FOR A TOTAL AREA 19.56 ACRES		
Name of Applicant/Sponsor: JOE RUGGIERO, ORANGE LAKE CONSTRUCTION	Telephone:	
	E-Mail:	
Address: 501 GARDNERTOWN ROAD		
City/PO: NEWBURGH	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): (SAME)	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): (SAME)	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, identify the plan(s):	

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? "R3" ZONE-RESIDENTIAL	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site? "B"-BUSINESS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C.4. Existing community services.	
a. In what school district is the project site located? NEWBURGH SCHOOL DISTRICT	
b. What police or other public protection forces serve the project site? NEWBURGH TOWN POLICE	
c. Which fire protection and emergency medical services serve the project site? ORANGE LAKE FIRE COMPANY	
d. What parks serve the project site? ALGONQUIN PARK, CHADWICK LAKE PARK AND CROMNER PARK	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?	
b. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres	
c. Is the proposed action an expansion of an existing project or use? i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) ii. Is a cluster/conservation layout proposed? iii. Number of lots proposed? _____ iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Will proposed action be constructed in multiple phases? i. If No, anticipated period of construction: _____ months ii. If Yes: • Total number of phases anticipated _____ • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year • Anticipated completion date of final phase _____ month _____ year • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, show numbers of units proposed.			
<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase _____	_____	_____	_____
At completion _____	_____	_____	_____
of all phases _____	_____	_____	_____
g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes,			
i. Total number of structures _____			
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length			
iii. Approximate extent of building space to be heated or cooled: _____ square feet			
h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes,			
i. Purpose of the impoundment: _____			
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____			
iii. If other than water, identify the type of impounded/contained liquids and their source. _____			
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres			
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length			
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____			

D.2. Project Operations			
a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No			
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)			
If Yes:			
i. What is the purpose of the excavation or dredging? _____			
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?			
• Volume (specify tons or cubic yards): _____			
• Over what duration of time? _____			
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____			

iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, describe. _____			

v. What is the total area to be dredged or excavated? _____ acres			
vi. What is the maximum area to be worked at any one time? _____ acres			
vii. What would be the maximum depth of excavation or dredging? _____ feet			
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No			
ix. Summarize site reclamation goals and plan: _____			

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes:			
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____			

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____
 v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

• If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? Yes No
 iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No
 If Yes:
 i. Estimate methane generation in tons/year (metric): _____
 ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No
 If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No
 If Yes:
 i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____
 ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____
 iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
 iv. Does the proposed action include any shared use parking? Yes No
 v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No
 vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No
 viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No
 If Yes:
 i. Estimate annual electricity demand during operation of the proposed action: _____
 ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
 iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:	ii. During Operations:
• Monday - Friday: _____	• Monday - Friday: _____
• Saturday: _____	• Saturday: _____
• Sunday: _____	• Sunday: _____
• Holidays: _____	• Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation: _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, site sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): _____
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ 	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site:	_____ % _____ % _____ %
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils:	<input type="checkbox"/> Well Drained: _____ % of site <input type="checkbox"/> Moderately Well Drained: _____ % of site <input type="checkbox"/> Poorly Drained: _____ % of site
f. Approximate proportion of proposed action site with slopes:	<input type="checkbox"/> 0-10%: _____ % of site <input type="checkbox"/> 10-15%: _____ % of site <input type="checkbox"/> 15% or greater: _____ % of site
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, describe: _____	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
• Streams: Name _____ Classification _____	
• Lakes or Ponds: Name _____ Classification _____	
• Wetlands: Name _____ Approximate Size _____	
• Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input type="checkbox"/> No	
j. Is the project site in the 100 year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
k. Is the project site in the 500 year Floodplain? <input type="checkbox"/> Yes <input type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes:	
i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
ii. Name: _____	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name CHARLES T. BROWN, AS Date 1/25/16

Signature  Title ENGINEER

PRINT FORM

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

Agency Use Only [If applicable]
 Project: Comp. Plan and Zon. Map Amnd- R-3 to B
 Date: _____

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

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

Tips for completing Part 2:

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

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

i. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

8. Impact on Agricultural Resources
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) NO YES
If "Yes", answer questions a - h. If "No", move on to Section 9.

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

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1, D.2.j)
 If "Yes", answer questions a - g. If "No", go to Section 14.

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

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1, D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

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

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1, D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

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

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

16. Impact on Human Health

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

NO YES

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

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

17. Consistency with Community Plans NO YES
 The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.)
 If "Yes", answer questions a - h. If "No", go to Section 18.

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

18. Consistency with Community Character NO YES
 The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3)
 If "Yes", answer questions a - g. If "No", proceed to Part 3.

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

PRINT FULL FORM

**INTRODUCTORY LOCAL LAW #1 OF 2016
A LOCAL LAW AMENDING
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH
AND
THE ZONING MAP
OF THE TOWN OF NEWBURGH
TO REZONE
AN AREA OF LAND
IN THE VICINITY OF GARDNERTOWN ROAD,
ROUTE 300, ROUTE 52 AND THE NYS THRUWAY**

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 185 Entitled 'Zoning' of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone An Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway."

SECTION 2 - PURPOSE

The purpose of this local law is to rezone a certain area of land located in the vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway from the R-3 (Residential) Zoning District to the adjoining B (Business) Zoning District consistent with the amended Comprehensive Plan Update of the Town of Newburgh.

The rezoning will encompass approximately 19.596 acres of land. The area is comprised of a 17.85 acre portion of the property designated as tax parcel Section 60 Block 2 Lot 62, a 1.45 acre portion of the property designated as tax parcel Section 60 Block 2 Lot 7.2 and the entire 0.032 acre area of the property designated as tax parcel Section 60 Block 2 Lot 2.711 on the tax map of the Town of Newburgh. The owner of tax parcel Section 60 Block 2 Lot 62 has applied for the change in zoning.

SECTION 3 - AMENDMENT TO CHAPTER 185 AND ZONING MAP

1. The Zoning Map of the Town of Newburgh, adopted and made a part of Chapter 185 of the Code of the Town of Newburgh pursuant to Section 185-5, as last amended by Local Law No. 1 of 2015, is hereby amended to change the Zoning District from R-3 to B for the property described in Schedule A annexed hereto and made a part hereof.
2. The Zoning Map of the Town of Newburgh, as amended by this local law, shall be maintained on file in the office of the Town Clerk

SECTION 4 - REPEAL All ordinances and local laws and any parts thereof inconsistent

MCT/Town of Newburgh/Zoning Map Amendment - Colandrea - Putnam Street.wpd

with this Local Law are hereby repealed.

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

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

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of 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 PROVIDING FOR REFERRAL OF COMPREHENSIVE PLAN UPDATE AMENDMENT AND LOCAL LAW AMENDING CHAPTER 185 ENTITLED "ZONING" OF THE CODE OF THE TOWN OF NEWBURGH AND THE ZONING MAP OF THE TOWN OF NEWBURGH TO REZONE AN AREA OF LAND IN IN THE VICINITY OF GARDNERTOWN ROAD ROUTE 300, ROUTE 52 AND THE NYS THRUWAY TO THE ORANGE COUNTY DEPARTMENT OF PLANNING, THE TOWN OF NEWBURGH PLANNING BOARD AND THE TOWN OF NEWBURGH ZONING BOARD OF APPEALS: APPLICATION OF ORANGE LAKE CONSTRUCTION

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

WHEREAS, the Town Board of the Town of Newburgh recognizes the importance of sound planning as a means of promoting responsible development and protecting the health, safety and general welfare of the citizens of the Town of Newburgh and otherwise fulfilling the legislative findings and intent set forth in Town Law Section 272-a; and

WHEREAS, having received a request from a property owner for a Zoning Map change, pursuant to Town Law Section 272-a, the Town Board has prepared an amendment to the adopted Comprehensive Plan Update of the Town of Newburgh providing for the rezoning of an area of land in the vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway from R-3 (Residential) to the adjacent B (Business) District Zoning; and

WHEREAS, Town Law Section 272-a provides that any proposed comprehensive plan or amendment thereto may be referred to the town planning board for review and recommendation before action by the town board and shall be referred, prior to adoption, to the county planning board or agency for review and recommendation as required by Section 239-m of the General Municipal Law; and

WHEREAS, the Town Board has additionally prepared and introduced a Local Law Amending Chapter 185 entitled "Zoning" of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway, which will implement the proposed Comprehensive Plan Update Amendment; and

WHEREAS, pursuant to Section 239-m of the General Municipal Law and the Town of

Newburgh Zoning Code, amendments of zoning laws meeting certain criteria must also be referred to the to the county planning board or agency and the Town Planning Board for review and recommendation.

NOW, THEREFORE, BE IT RESOLVED, that copies of the Amendment to the Town of Newburgh Comprehensive Plan Update for the Rezoning of an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway be forwarded to the Orange County Department of Planning and the Town of Newburgh Planning Board for their reports in accordance with the provisions of the New York State General Municipal Law in conformity with all applicable rules and regulations which have been established for delivery; and

BE IT FURTHER RESOLVED that copies of the Local Law Amending Chapter 185 entitled "Zoning" of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway be forwarded to the Orange County Department of Planning and the Town of Newburgh Planning Board for their reports in accordance with the provisions of the New York State General Municipal Law and the Town of Newburgh Zoning Code; and

BE IT FURTHER RESOLVED, that a copies of the aforesaid amendment to the adopted Comprehensive Plan Update and local law also be forwarded to the Town of Newburgh Zoning Board of Appeals for its comments.

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

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

The resolution was thereupon declared duly adopted.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of 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
CALLING PUBLIC HEARING IN
THE MATTER OF THE AMENDMENT
OF THE COMPREHENSIVE PLAN
UPDATE OF THE
TOWN OF NEWBURGH FOR THE
REZONING OF AN AREA OF LAND IN
THE VICINITY OF GARDNERTOWN ROAD,
ROUTE 300, ROUTE 52 AND THE NYS
THRUWAY:
APPLICATION OF ORANGE LAKE
CONSTRUCTION

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

WHEREAS, the Town Board recognizes the importance of sound planning as a means of promoting responsible development and protecting the health, safety and general welfare of the citizens of the Town of Newburgh and otherwise fulfilling the legislative findings and intent set forth in Town Law Section 272-a; and

WHEREAS, the participation of citizens in an open, responsible and flexible planning process is essential to the designing of the optimum Town comprehensive plan; and

WHEREAS, pursuant to Town Law Section 272-a, having received an application from a property owner and/or the owner's proxies, the Town Board is preparing a proposed amendment to the adopted Comprehensive Plan Update of the Town of Newburgh providing for the rezoning an area of land in the vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway from R-3 (Residential) to the adjacent B (Business) District Zoning which in addition to the property of the requesting owner, a portion of another parcel presently divided between the B Zone and R-3 Zone and an additional small adjoining, so that the total area proposed to be rezoned will be approximately 19.596 acres ; and

WHEREAS, Town Law Section 272-a provides that in the event a town board prepares a proposed town comprehensive plan amendment, the town board shall hold one or more public hearings and such other meetings as it deems necessary to assure full opportunity for citizen participation in the preparation of such proposed plan amendment, and in addition, the town board shall hold one or more public hearings prior to adoption of such proposed plan amendment; and

WHEREAS, the Town Board desires to call a public hearing to solicit citizen comment for the preparation and prior to the adoption of the proposed Amendment to the Comprehensive Plan

Update for the Rezoning of an Area of Land on Putnam Street and Boulder Road to adjacent residential zoning districts.

NOW, THEREFOR BE IT RESOLVED, that Town Board shall hold a public hearing on the proposed Amendment to the Comprehensive Plan Update for the Rezoning of an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway from R-3 residential to the adjacent B zoning district to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the __th day of April 2016 at 7:00 o'clock, p.m. Prevailing Time.; and, be it further

RESOLVED, that a copy of the proposed Amendment to the Comprehensive Plan Update for the Rezoning of an Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway filed in the office of the Town Clerk be made available for public review; and, be it further

RESOLVED, that the Town Clerk is hereby authorized and direct to a cause a Notice of Public Hearing to be published in the Mid-Hudson Times and The Sentinel, the newspapers hereby designated as the official newspaper for this purpose at least ten (10) calendar days in advance of the hearing, and also to cause a copy thereof to be posted on the sign board of the Town; and, be it further

RESOLVED, that this resolution shall take effect immediately.

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

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

The resolution was thereupon declared duly adopted.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the __th day of 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 INTRODUCING
LOCAL LAW AMENDING CHAPTER 185
ENTITLED "ZONING" OF THE CODE OF
THE TOWN OF NEWBURGH AND
THE ZONING MAP OF
THE TOWN OF NEWBURGH
TO REZONE AN AREA OF LAND IN THE
VICINITY OF GARDNERTOWN ROAD,
ROUTE 300, ROUTE 52 AND THE NYS
THRUWAY AND CALLING PUBLIC HEARING
:
APPLICATION OF ORANGE LAKE
CONSTRUCTION

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

BE IT RESOLVED that a Local Law Amending Chapter 185 entitled "Zoning" of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone An Area of Land in the Vicinity of Gardnertown Road, Route 300, Route 52 and the NYS Thruway be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

BE IT FURTHER RESOLVED that a copy of the aforesaid proposed local law in final form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a public hearing on said proposed local law, and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 the Town of Newburgh, New York on the __th day of April, 2016 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held at least three (3) days prior to the public hearing in accordance with the requirements of the Municipal Home Rule Law and Section 25-1 of the Town of Newburgh Municipal Code and by posting one copy of the local law together with the notice of hearing on the signboard of his office not later than the day such notice is published; and

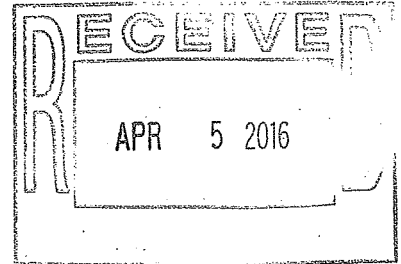
BE IT FURTHER RESOLVED that copies of the aforesaid local law and notice of the public hearing be forwarded to all municipalities, agencies and boards required to receive such copies and notices in accordance with the provisions of the New York State General Municipal Law, the New York State Town Law and the Town of Newburgh Zoning Code.

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

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

The resolution was thereupon declared duly adopted.

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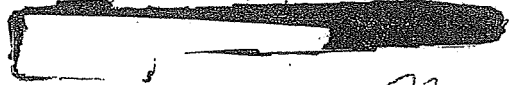
March 31.2106

RE:Rezoning existing R-3 to proposed IB on 04/04/2016 Zoning Board Meeting

As taxpaying residents in the Town of Newburgh since 1976, we are writing to express our concerns regarding possible rezoning of tax parce Section 60 block 2 lot 62 and section 60 block 2 lots 62 and 72 lot and section60 block 2 lot 2.711. We are unable to attend town meeting because I am currently undergoing chemotherapy.

Although we respect the rights and abilities of business owners we also deeply respect the sanctity and peace of the residents in the proposed area. As you know the areas of Rt 300 -Rt 52 and NYS Thruway greatly challenge the noise level (ie: dump trucks, tractor trailers, Jake braking, loud motorcycles and regular traffic) let alone the environmental impact to Orange Lake Stream and air quality (dust, emissions and smoke). Any type of business that would add to the noise and disturbance level would be another hinderance to the peace and sanctify of all our lives. Already we are awakened to the sounds of bulldozers and dump trucks as early as 6:30 A.M even on Saturdays and Sundays when it would be nice to have some diminished level of quiet. The proposed area is already a dumping ground to trailers and other type of construction equipment. We respectfully ask that you consider the appearance of our community and environment and what this would do to the value of our properties and the quality of our lives. Also please consider how you and the people who propose this would like to see this in their own backyards. At the very least please consider landscaping barriers, trees and fences around the areas.

Respectfully submitted,



Newburgh, N.Y.

Please forgive the appearance of this "signature" but I have decided to remain anonymous out of fear of reprisal, but I still needed to express concern.

To:

~~Trinity Bank~~

~~Re: paystool on April 4, 2016~~

~~OPB
24R~~

8

TOWN of Newburgh
Crossroads of the Northeast
Deborah A. Smith
RECEIVER OF TAXES AND ASSESSMENT
1496 Route 300
Newburgh, New York 12550

Telephone (845) 564-4553

Fax (845) 566-1432

MEMORANDUM

DATE: April 20, 2016
TO: Supervisor Piaquadio & Town Board Members
Cc: Andrew Zarutskie, Town Clerk
FROM: Deborah A. Smith, Receiver of Taxes and Assessments.
Re: Online Payments

Requesting to be on the Monday, May 2, 2016 Town Board & Audit Meeting Agenda to review contracts submitted by Software Consulting, located in Red Hook, NY (SCA)



SCA Bond Billing On-Line Payment System Proposal

Town Of Newburgh, NY
Bond Billing

April 18th, 2016

Prepared by:
Software Consulting Associates
54 Elizabeth St.
Red Hook, NY

Account Representative: Jason Browne
Phone: (845) 758-0104
Fax: (845) 758-0884
E-Mail: jbrowne@sca-corp.com
Website: www.sca-corp.com

Web Based Payments – “Free” of charge to the municipality. This does not include any banks fees charged by your bank for electronic check submissions.

Web- based Bond payment allows your existing Bond customers to view their account status and pay their bills online. The payment information is then seamlessly posted through to your in-house SCA Bond Billing System. The bill payer will be billed a small convenience fee paying on-line.

Customers can pay with either credit card or electronic check.

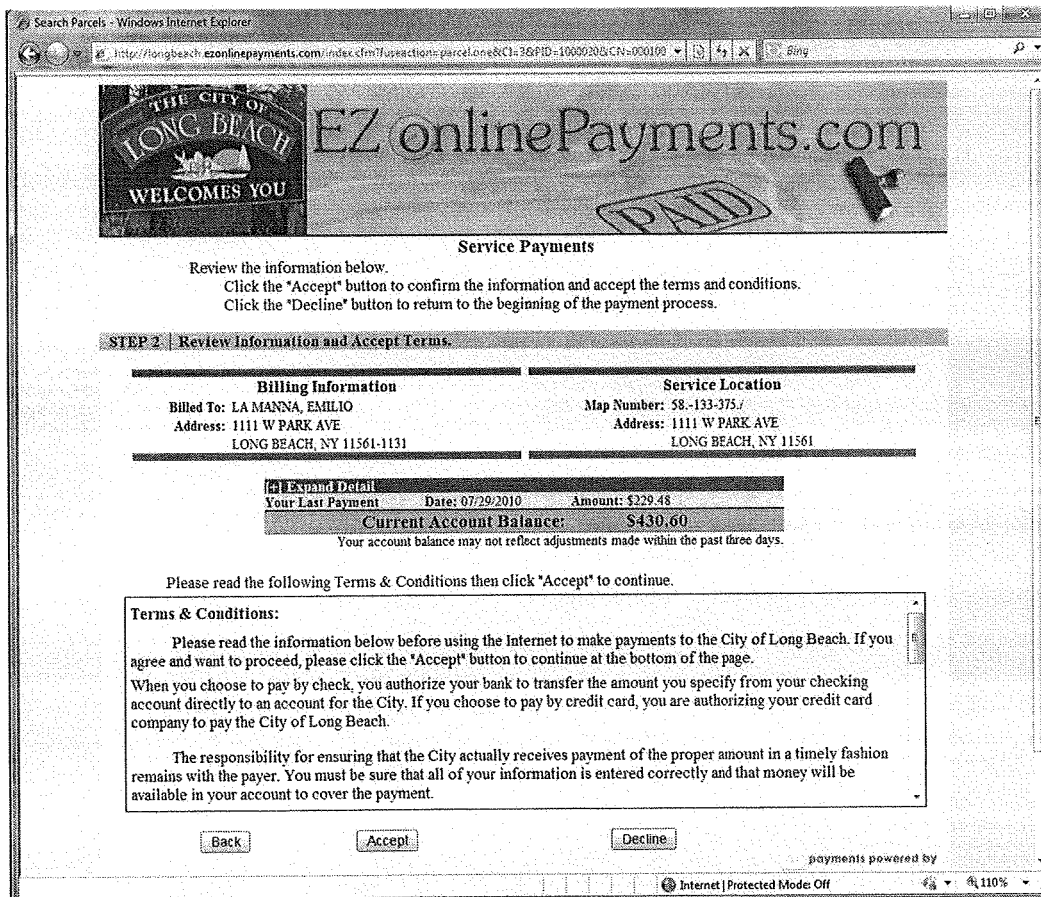


Figure 1 – Example Online Payment Screen

What this means for you, no data entry by your office personnel, saving you time, paper and avoiding mistakes, all while giving your customers an incredibly efficient way to pay their Bond bills on-line.



Web Based Bond Payments *

- a. No charge for the software to the municipality. Your customers are charged a minimal service fee for using the online service.
- b. Credit card and ACH payments are seamlessly posted through to your in-house SCA Bond Billing System.
- c. Bank routing code verification helps reduce erroneous customer payments. While also resulting in more accurate data and less bounced checks.
- d. All payment processing is done on SCA's (and its Partners) PCI certified servers ensuring secure and encrypted check and credit card transactions.

** See Appendix A for full specifications.*

Example Utility Payment Sites:

<http://longbeach.ezonlinepayments.com/>

<http://monroe.ezonlinepayments.com/>

<http://demo.ezonlinepayments.com/>

In order for your municipality to receive the SCA Online Bond Payment System for free your municipality must agree to these basic requirements

1. You must agree to let SCA provide the option for online payments and the appropriate web-address (URL) to be printed on the Bond bills.
2. You must agree to use the SCA On-line Bond Payment System for online payment collections for a minimum of three years.
3. The Annual Service Charge on your Bond Billing System will increase by \$300.
4. You must agree to provide Online Checks as a payment option.
5. Your Bank must allow us to automate the submission of ACH Files or you must agree to do the manual submission of the ACH files to your bank for processing.
6. An additional Charge of \$25 a month per account will be assessed for any bank accounts required for deposits beyond the first account for credit card deposits.



On-Line Bond Payment System

Town of Newburgh, NY hereby agrees to the terms set forth above, and items in appendix A, and authorizes SCA to proceed with the SCA Online Bond Payment System project.

Town of Newburgh, NY

By: _____

Title: _____

Date: _____

SOFTWARE CONSULTING ASSOCIATES

By: _____

Title: _____

Date: _____



***Appendix A: On-Line Payment Specifications**

- A website will be provided to the municipality for verification of bank deposits and posting reconciliation.
- Payment methods: These amounts are charged to the customer after the other fees & penalties are calculated.
 - Electronic Check (ACH) fees**: The convenience fees assessed by SCA for ACH will be 2% of the entire payments including all other fees and penalties applied to the account or a minimum fee of \$3.00. (Mandatory)
 - Credit Card fees**: The convenience fees assessed by SCA for Credit Cards will be 4% of the entire payments including all other fees and penalties applied to the account or a minimum fee of \$3.00. The site can accept Visa, MasterCard, and Discover. (Optional)
 - PayPal fees**: Contact for details (Optional)
- Municipalities are limited to one free bank account Per Online Collection, per payment method. Additional accounts can be set up for a set monthly fee per account.
- The Municipality is responsible for all fees associated with refunded payments. Convenience fees will NOT be refunded by SCA
- The Municipality is responsible for any fees charged by their bank for the submission of electronic checks.

All Rates listed here are guaranteed for a period of six(6) months after which these rates are subject to change.

**Convenience fee charges are subject to change based on volume of online transactions. Municipalities must contact SCA to request a reduction in rates if they feel their volume of payments justifies such a reduction.



TERMS AND CONDITIONS

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

Data Security and Liability

SCA represents and warrants that all of the services and products it provides to you pursuant to this Agreement are and will continue to be Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) compliant. SCA makes no representations or warranties with regard to third parties' PCI-DSS and PA-DSS compliance, including but not limited to Helcim. SCA agrees to notify you in the event of a security breach as soon as practicable, to coordinate with you in any investigation of the breach, to take reasonable steps to remedy the breach and to cooperate in any litigation arising from a breach. SCA further agrees to indemnify and hold you harmless for any liability that may arise from SCA's non-compliance with PCI DSS and PA-DSS.

Responsibility of Software Consulting Associates (SCA).

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

Your Responsibility.

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

Adjustments to Performance Schedule; Unauthorized Delays.

- A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

Variations from Standard Methods or Procedures.

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

Title.

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

Payment Terms.

All payments shall be made within 30 days of receipt of the invoice/voucher. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.



Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Warranties; Limitations.

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

Term and Termination.

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

Changes.



You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES
54 Elizabeth St.
Red Hook, NY 12571
845-758-0104



SCA Utility Billing On-Line Payment System Proposal

Town Of Newburgh, NY
Water Billing

April 18th, 2016

Prepared by:
Software Consulting Associates
54 Elizabeth St.
Red Hook, NY

Account Representative: Jason Browne

Phone: (845) 758-0104

Fax: (845) 758-0884

E-Mail: jbrowne@sca-corp.com

Website: www.sca-corp.com

Web Based Payments – “Free” of charge to the municipality. This does not include any banks fees charged by your bank for electronic check submissions.

Web- based utility payment allows your existing utility customers to view their account status and pay their bills online. The payment information is then seamlessly posted through to your in-house SCA Utility Billing System. The bill payer will be billed a small convenience fee paying on-line.

Customers can pay with either credit card or electronic check.

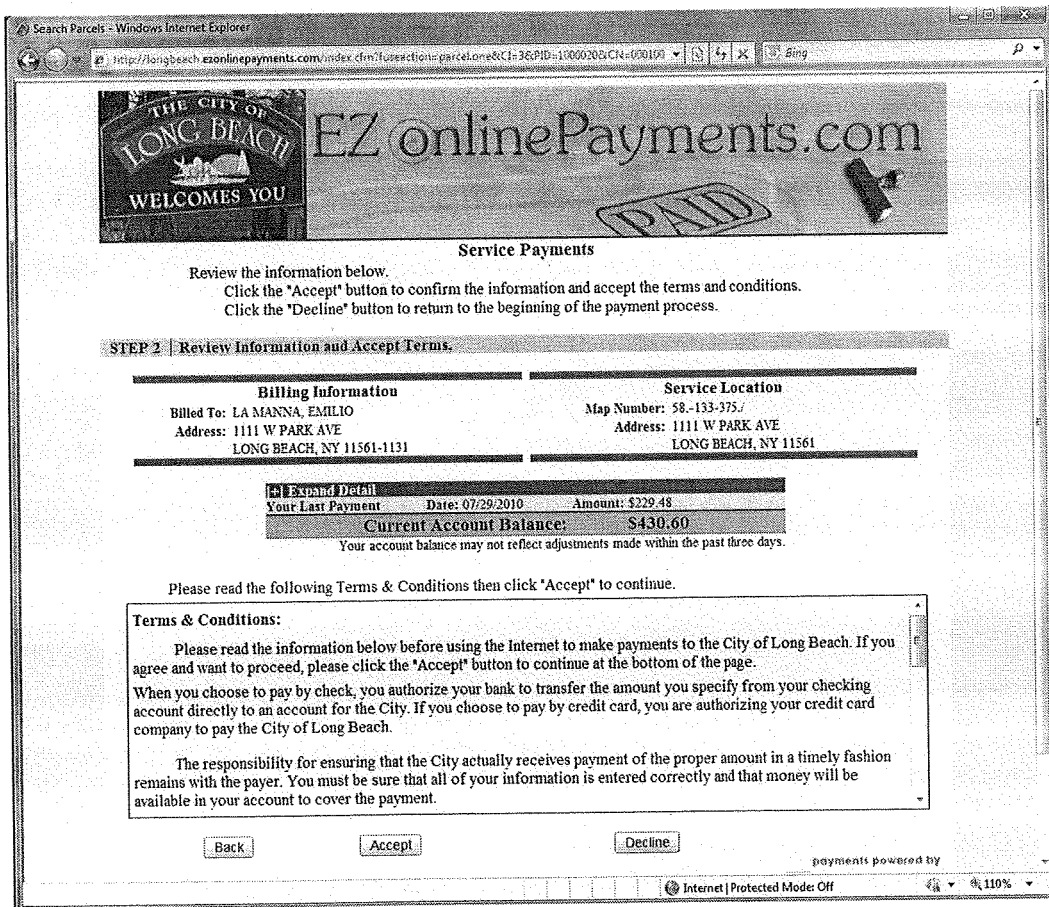


Figure 1 – Example Online Payment Screen

What this means for you, no data entry by your office personnel, saving you time, paper and avoiding mistakes, all while giving your customers an incredibly efficient way to pay their utility bills on-line.



Web Based Utility Payments *

- a. No charge for the software to the municipality. Your customers are charged a minimal service fee for using the online service.
- b. Credit card and ACH payments are seamlessly posted through to your in-house SCA Utility Billing System.
- c. Bank routing code verification helps reduce erroneous customer payments. While also resulting in more accurate data and less bounced checks.
- d. All payment processing is done on SCA's (and its Partners) PCI certified servers ensuring secure and encrypted check and credit card transactions.

** See Appendix A for full specifications.*

Example Utility Payment Sites:

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<http://demo.ezonlinepayments.com/>

In order for your municipality to receive the SCA Online Utility Payment System for free your municipality must agree to these basic requirements

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3. The Annual Service Charge on your Utility Billing System will increase by \$300.
4. You must agree to provide Online Checks as a payment option.
5. Your Bank must allow us to automate the submission of ACH Files or you must agree to do the manual submission of the ACH files to your bank for processing.
6. An additional Charge of \$25 a month per account will be assessed for any bank accounts required for deposits beyond the first account for each payment method's deposits.



On-Line Water Payment System

Town of Newburgh, NY hereby agrees to the terms set forth above, and items in appendix A, and authorizes SCA to proceed with the SCA Online Utility Payment System project.

Town of Newburgh, NY

By: _____

Title: _____

Date: _____

SOFTWARE CONSULTING ASSOCIATES

By: _____

Title: _____

Date: _____



***Appendix A: On-Line Payment Specifications**

- A website will be provided to the municipality for verification of bank deposits and posting reconciliation.
- Payment methods: These amounts are charged to the customer after the other fees & penalties are calculated.
 - Electronic Check (ACH) fees**: The convenience fees assessed by SCA for ACH will be 2% of the entire payments including all other fees and penalties applied to the account or a minimum fee of \$3.00. (Mandatory)
 - Credit Card fees**: The convenience fees assessed by SCA for Credit Cards will be 4% of the entire payments including all other fees and penalties applied to the account or a minimum fee of \$3.00. The site can accept Visa, MasterCard, and Discover. (Optional)
 - PayPal fees**: Contact for details (Optional)
- Municipalities are limited to one free bank account Per Online Collection, per payment method. Additional accounts can be set up for a set monthly fee per account.
- The Municipality is responsible for all fees associated with refunded payments. Convenience fees will NOT be refunded by SCA
- The Municipality is responsible for any fees charged by their bank for the submission of electronic checks.

All Rates listed here are guaranteed for a period of six(6) months after which these rates are subject to change.

**Convenience fee charges are subject to change based on volume of online transactions. Municipalities must contact SCA to request a reduction in rates if they feel their volume of payments justifies such a reduction.



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SCA represents and warrants that all of the services and products it provides to you pursuant to this Agreement are and will continue to be Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) compliant. SCA makes no representations or warranties with regard to third parties' PCI-DSS and PA-DSS compliance, including but not limited to Helcim. SCA agrees to notify you in the event of a security breach as soon as practicable, to coordinate with you in any investigation of the breach, to take reasonable steps to remedy the breach and to cooperate in any litigation arising from a breach. SCA further agrees to indemnify and hold you harmless for any liability that may arise from SCA's non-compliance with PCI DSS and PA-DSS.

Responsibility of Software Consulting Associates (SCA).

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Variations from Standard Methods or Procedures.

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

Title.

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

Payment Terms.

All payments shall be made within 30 days of receipt of the invoice/voucher. You shall not discount nor withhold any portion of the amount for any reason. Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.

Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.



Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Warranties; Limitations.

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

Term and Termination.

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.

Changes.



You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.

Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES
54 Elizabeth St.
Red Hook, NY 12571
845-758-0104

9



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell
Chief of Police

(845) 564-1100

Date: 04/15/16

To: Town Board

From: Chief Donald B. Campbell

Subject: Fund Transfer

Dear Town Board:

Please authorize a budget transfer from Law Enforcement Salaries (Acct # 001.3120.0100) to Unallocated Insurance (Acct # 001.1910.0499) in the amount of \$32,500.00.

This transfer is needed in order to pay for the deductible portion for claim numbers 169050 and 160700.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Donald B. Campbell", is written over the "Respectfully Submitted:" line.

Chief Donald B. Campbell

May 2nd Agenda

Interns

The Intern program would Start June 15th and last for six weeks

I would take on the task of assigning and scheduling the interns and the necessary releases.

If the board is in agreement we would advertise something like the following:

Town of Newburgh Supervisor Gil Plaquadio has announced a summer intern program.

You learn a lot in school about the world but it's a whole new experience when you have to go out into the world to find a job in government or politics. Give yourself an advantage over your work competition by experiencing a government internship. Internships equip you with on-the-job training you can use to land your dream job in local, national, international government, or in various areas of education.

Summer internships are a good way to get your head out of the books and learn how government work's to create the laws that govern our town. Unfortunately interns are not paid but is a great experience and asset on you resume and you can select what department you have an interest in and what hours fit your schedule.

Please contact Supervisor Gil Piaquadio at supervisor@townofnewburgh.org or 845 564-4552



**Town of Newburgh
1496 Route 300
Newburgh, New York 12550
845 564-4552**

Thank you for your interest in the Town of Newburgh Internship Program

Requirements are:

1. You must be between the ages of seventeen to twenty two years old
2. Preference goes to Town of Newburgh Resident's
3. You must sign a release form.

Please respond to Supervisor Gil Piaquadio at supervisor@townofnewburgh.org with the following information

1. Your area of Interest
2. The days and hours you would like to intern
3. A short paragraph stating the reason you would like to intern

This is not a paid internship, nor will you receive college credits.

This program will not fulfill community service ordered by a court. You will receive a letter from the town indicating your performance and time you donated.

The program is scheduled to start June 15, 2016 and last for six weeks

Again, thank you for your interest

Gil Piaquadio
Supervisor

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 2nd day of May, 2016 at 7:00 o'clock p.m.

PRESENT:

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

RESOLUTION OF TOWN BOARD
AUTHORIZING 2015-2016
AGREEMENT IN SUPPORT OF
TRANSPORTATION SERVICES FOR
THE ELDERLY (CSE) PROGRAM

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

WHEREAS, the County of Orange supports transportation services under the Community Services for the Elderly (CSE) program; and

WHEREAS, the Town of Newburgh is in agreement with the County of Orange findings for the needs and administration of such services, and

WHEREAS, it is required by the County of Orange that the Town Board approve the 2016-17 Agreement for Vendor Services in connection with transportation services under the Community Services for the Elderly (CSE) programs as agreed upon with the Orange County Office for the Aging, its form and manner of execution, and

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Agreement for Vendor Services with the County of Orange in support of transportation services under the Community Services for the Elderly (CSE) program as to its form and manner of execution and authorizes the Supervisor to sign and deliver the agreement and/or ratifies his signature thereon.

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

- Elizabeth J. Greene, Councilwoman 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.



OFFICE FOR THE AGING

Steven M. Neuhaus
County Executive

Ann Marie Maglione
Director

April 13, 2016

Gil Piaquadio, Supervisor
Town of Newburgh
1496 Rte. 300
Newburgh, New York 12550

Dear Mr. Piaquadio:

Enclosed please find the CSE 2016-2017 contract. Please sign indicated and return the entire document to this office. A copy will be sent to you once it is fully executed.

A copy of the resolution permitting the Supervisor to enter into this Agreement must accompany the signed contract. Also, we need updated NYS Workers Compensation insurance certificates in order to fully execute this contract.

Should you have any questions in regards to this contract, please feel free to contact me at (845) 615-3726.

Best regards,

Dina Sena
Fiscal Manager

Enclosure



AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____ 20____, by and between the COUNTY OF ORANGE, a municipal corporation, hereinafter referred to as the "COUNTY," a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York; and Town of Newburgh, a municipal corporation with principal offices at 1496 Rte. 300, Newburgh, NY 12550, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the COUNTY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the COUNTY after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning APRIL 1, 2016, and ending MARCH 31, 2017.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the COUNTY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the COUNTY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the COUNTY may reasonably

require. The COUNTY will pay the proper amounts due VENDOR within sixty (60) days after receipt by the COUNTY of a COUNTY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the COUNTY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not to exceed cost of \$24,759.00 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Executive of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the COUNTY will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the COUNTY'S authorization by the County Executive is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon

an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR 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. VENDOR makes such representations and warranties to induce the COUNTY to enter into this Agreement 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 Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. 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 otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, 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 Agreement or in the proceeds thereof, unless such person (1) if 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 their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing their interest in this Agreement or seek 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 Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. 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 Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the COUNTY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying the goods and shall have complete charge and responsibility for VENDOR's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the County Executive of the COUNTY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the COUNTY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the COUNTY and if so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the COUNTY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the COUNTY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. 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 12. 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. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR 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 of New York, 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. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY who have been fully informed as to the nature of the SERVICES to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 ea accident \$500,000 disease ea employee \$500,000 disease policy limit
Automobile Liability (Incl. Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Incl. Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence

Professional Liability \$1,000,000 aggregate
(If commercially available \$1,000,000 each claim for your profession)

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY'S Risk Management Division and the Department Head and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the SERVICES, VENDOR will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.

C. Immediate notice shall be given to the COUNTY through the Department Head and the COUNTY's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs

of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of VENDOR's negligence, fault, act or omission, then the COUNTY shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to COUNTY property, including property and equipment leased by the COUNTY, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article.

The 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 by this Agreement.

ARTICLE 16. TERMINATION

The COUNTY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY's convenience, (2) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (3) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all COUNTY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article, the COUNTY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, any SERVICES or goods procured by the COUNTY to complete the SERVICES herein will be charged to VENDOR and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of VENDOR's breach of the Agreement or failure to perform in accordance with applicable standards, and the COUNTY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from VENDOR is determined.

The 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 Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. 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 VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the COUNTY by operation of law, the COUNTY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the COUNTY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the COUNTY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any COUNTY employee or former COUNTY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the COUNTY without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or longer if the COUNTY employee or former COUNTY employee has or may have an actual or perceived conflict of interests due to their position with the COUNTY.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, 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 or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the County Executive of the COUNTY, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for

performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 24. SERVICE OF PROCESS

VENDOR shall be properly registered to do business in the State of New York. Regardless of the propriety or legality of registration status, as a condition of contract, the VENDOR shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules,

VENDOR consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in their contract with the County. Service shall be complete upon VENDOR'S actual receipt of process, or upon the COUNTY'S receipt of the return by the United States Postal Service as refused or undeliverable. VENDOR shall immediately notify the COUNTY, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the COUNTY to the last known address shall be sufficient.

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

COUNTY OF ORANGE

By: _____
STEFAN ("STEVEN") M. NEUHAUS
COUNTY EXECUTIVE
DATE: _____

TOWN OF NEWBURGH

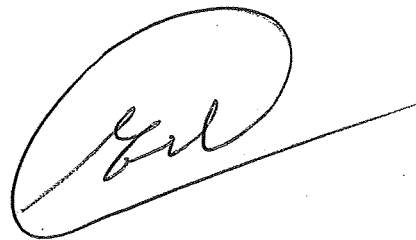
By: _____
NAME: GIL PIAQUADIO
TITLE: SUPERVISOR
DATE: _____

14A+B

Data Processing: May 2nd Agenda

Purchase of one (1) Digital Video Recorder 2 TB Harddrive 16 Inputs from De-Ben Security Systems Inc. of Newburgh New York for a cost of \$ 1690.00.

From the Computer Reserve Account # 001-878

A handwritten signature in black ink, consisting of a large, stylized loop followed by the letters 'G' and 'L' in a cursive script. A horizontal line extends from the bottom of the signature to the right.

960H H.264 Embedded Recorder

Model Number OE-ESLIM



OpenEye's E-Series Slim 960H recorder is a powerful and affordable video management solution designed for easy installation and operation. E-Series Slim recorders are available in two compact chassis sizes, and still provide the detail and power you need, even in a small space.

Recording at 960H resolution provides an image 30% more detailed than standard D1 images, provided by most analog CCTV cameras and recorders. While a 960H camera is required for full benefit of this resolution, the E-Series Slim uses this technology to provide images with higher resolution and more color saturation, even with standard analog cameras.

Multiple remote users can view, search, and back up data for off-site video storage as well as configure the recorder and perform remote software updates using the RADIUS video management system.

Built with the quality and expertise users have come to expect from OpenEye, the E-Series Slim is up to the task for your next surveillance installation.

Key Features:

- H.264 960H recording resolution
- Up to 480 images per second frame rate
- HDMI and VGA video output
- 2-way audio
- Spot monitor output
- RADIUS multi-site remote management software license included

- ReportStar® cloud-based health monitoring included
- Free mobile apps for iPhone, iPad, and Android devices
- Free DDNS for life of product

Specifications

Documents

Software

Accessories

	OE-ESLIM4	OE-ESLIM8	OE-ESLIM16
Camera Channels	4	8	16
Looping Outputs	None	None	None
Max IPS Per Ch	30	30	30
Recording Rate (IPS)	120	240	480
Live Display Rate (IPS)	120	240	480
Audio Channel	1	1	1
Video Outputs	1 VGA, 1 HDMI, 1 Spot Out / TV Out (BNC)		
Digital Relay Outputs	1	1	1
Alarm Sensor Inputs	4	4	4
Image Compression	H.264		
Recording Resolutions	CIF (352 x 240), 2CIF (704 x 240), HD1 (720 x 240), D1 (704 x 240), 960H (960 x 480)		
Video Signal Loss Detection	Yes		
Motion Detection	Adjustable sensitivity, Custom grid		
Remote Operation	Live View, Setup, PTZ, Firmware Update (Remote and RADIUS only)		
Remote Software	RADIUS, Web Viewer (ActiveX)		
PTZ Control	RS-485		
Recording Mode	Schedules for Continuous, Motion, Sensor, Pre- and Post-Alarm Recording, Instant, Quick Global Setup		

7/22/2016 05:53

0455669486

WAYNEBOOTH

Rich + Bill

4/12 + 4/13

~~4/12 + 4/13~~



Security Systems, Inc.

Honeywell
Security and Comfort Solutions

sales@d-ben.com
www.d-ben.com

Lic. 12000080435

P.O. Box 10664 • Newburgh, NY 12552 • (845) 565-4024 • (845) 565-1967 Fax

Proposal

Proposal Submitted To: Town of Newburgh	Phone	Date 2/17/2016
Street	Job Name Code Compliance office	
City, State and Zip Code	Job Location	

Installation of a Camera System consisting of:

- 1 - Openeye Esim16-21 16 Ch embedded Dvr 2tb Hard Drive \$ 95.00
- 1 - 17" vga monitor \$ 145.00
- 1 - Apc300va Ups \$ 525.00
- 1 - KT&c Vne101nuv18 750 Lines of Res. 80' Ir Variocam (exterior) 525.00
- 1 - KT&c Vne101nuv18 750 Lines of Res. 60' Ir Variocam (exterior) 525.00
- 1 - KT&c Vne101nuv18 750 Lines of Res. 80' Ir Variocam (exterior) 375.00
- 1 - KT&c - Dsp81nub 750 Lines Res. Low Light Color Dome Camera (interior) 375.00
- 1 - KT&c - Dsp81nub 750 Lines Res. Low Light Color Dome Camera (interior) 375.00
- 1 - KT&c - Dsp81nub 750 Lines Res. Low Light Color Dome Camera (interior) 375.00
- 1 - KT&c - Dsp81nub 750 Lines Res. Low Light Color Dome Camera (interior) 375.00

1,385.00 1 - 12vdc 16 channel 1.85 amp power supply \$

85.00

1,385.00 +
95.00 +
145.00 +
65.00 +
Capital Reserve 1,690.00 +

525.00 +
525.00 +
525.00 +
375.00 +
375.00 +
375.00 +
375.00 +
Code 3,075.00 +

3,075.00 +
1,690.00 +
Total 4,765.00 +

Total

4,765.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK IS TO BE COMPLETE IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATIONS OR DEVIATIONS FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE REQUIRED ONLY UPON

AUTHORIZED SIGNATURE
[Signature]



15

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: April 27, 2016

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

Totaling: \$347.42

Feline: \$347.42

Canine:

Attached please find the bills.

Thank you,
Cheryl Cunningham

Cc: Ron Clum, Accountant

TOWN OF NEWBURGH

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

Net 30 Days

Feline

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
4/15/16	624170			57.25 ✓
4/20/16	624511	Boo		50.47 ✓
4/20/16	624512	trout		54.76 ✓
4/20/16	624513	Croft		92.47 ✓
4/20/16	624514	tilapia		92.47 ✓
TOTAL				347.42

CLAIMANT'S CERTIFICATION

Doram Cast certify that the above account in the amount of \$ 347.42 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.

4/27/16
DATE

Doram Cast
SIGNATURE

Bookkeeper
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-27-16 at 2:38p
Date: 04-15-16
Account: 4417
Invoice: 624170

Date	For	Qty	Description	Price	Discount	Net Price
04-15-16	6k-16 Bass	1	Blood Draw Fee	17.50	8.75	8.75 **
04-15-16		1	FeLV/FIV ELISA in hosp	109.50	61.00	48.50 **

Total charges, this invoice... 57.25
**Total discount included: 69.75

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

Reminders for: 6k-16 Bass	Last done
10/16 Consultation/Exam- Bi-annual	04-20-16
07/16 FECAL EXAM	
05/16 Rabies/Purevax Feline 1yr	
05/16 Neuter your pet at 5-6 months	
05/16 FVRCP Feline #2	

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-20-16 at 1:03p
Date: 04-20-16
Account: 4417
Invoice: 624511

Date	For	Qty Description	Price	Discount	Net Price
04-20-16	6k-16 Bass	1 Feline Rhino/Panleuk/Calici #1 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.	27.50	13.75	13.75 **
04-20-16		1 CONSULT / EXAM - Biannual Well	52.00	26.00	26.00 **
04-20-16		1 Revolution 0-5lb Pup/Kitten single	17.50	6.78	10.72 **
Total charges, this invoice...					50.47
**Total discount included: 46.53					

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

Reminders for: 6k-16 Bass		Last done
10/16	Consultation/Exam- Bi-annual	04-20-16
07/16	FECAL EXAM	
05/16	Rabies/Purevax Feline 1yr	
05/16	Neuter your pet at 5-6 months	
05/16	FVRCP Feline #2	

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INVOICE

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Newburgh, NY 12550
845 564-2660

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

Printed: 04-20-16 at 1:05p
Date: 04-20-16
Account: 4417
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
04-20-16	7k-16 Trout	1	CONSULT / EXAM - Biannual Well	52.00	26.00	26.00 **
04-20-16		1	Revolution 0-5lb Pup/Kitten single	17.50	6.78	10.72 **
04-20-16		0.14	Convenia Inject / ml Hosp	36.09	18.05	18.04 **

Total charges, this invoice...

54.76

**Total discount included: 50.83

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

Reminders for: 7k-16 Trout (Weight: 3.1 lbs - 12w)	Last done
10/16 Consultation/Exam- Bi-annual	04-20-16
07/16 FECAL EXAM	
05/16 Rabies/Purevax Feline 1yr	
05/16 Neuter your pet at 5-6 months	
04/16 FVRCP Feline #2	

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-20-16 at 1:11p
Date: 04-20-16
Account: 4417
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price	
04-20-16	9k-16 Crappy	1	CONSULT / EXAM - Biannual Well	52.00	26.00	26.00	**
04-20-16		1	NEUTER FELINE	84.00	42.00	42.00	**
04-20-16		1	Feline Rhino/Panleuk/Calici #1	27.50	13.75	13.75	**
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.							
04-20-16		1	Revolution 0-5lb Pup/Kitten single	17.50	6.78	10.72	**

Total charges, this invoice...

92.47

**Total discount included: 88.53

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

Reminders for: 9k-16 Crappy	Last done
10/16 Consultation/Exam- Bi-annual	04-20-16
07/16 FECAL EXAM	
05/16 Rabies/Purevax Feline 1yr	
05/16 FVRCP Feline #2	

Doctor's Instructions

NEUTER FELINE

Your cat has been neutered. Please watch the surgical site for swelling or redness.

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

Printed: 04-20-16 at 1:08p
Date: 04-20-16
Account: 4417
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
04-20-16	8I-16 Tiliapia	1	Feline Rhino/Panleuk/Calici #1 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.	27.50	13.75	13.75 **
04-20-16		1	CONSULT / EXAM - Biannual Well	52.00	26.00	26.00 **
04-20-16		1	NEUTER FELINE	84.00	42.00	42.00 **
04-20-16		1	Revolution 0-5lb Pup/Kitten single	17.50	6.78	10.72 **

Total charges, this invoice... 92.47

**Total discount included: 88.53

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

Reminders for:	8I-16 Tiliapia (Weight: 4.0 lbs - 12w)	Last done
10/16	Consultation/Exam- Bi-annual	04-20-16
07/16	FECAL EXAM	
05/16	Rabies/Purevax Feline 1yr	
05/16	FVRCP Feline #2	

Doctor's Instructions

NEUTER FELINE

Your cat has been neutered. Please watch the surgical site for swelling or redness.

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



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Brenda
16

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board Members

From: Charlene M Black, Personnel

Date: April 28, 2016

Re: Kevin Jowell, Part time Fire Inspector

There is a request from Gerald Canfield, Code Compliance, to hire Kevin Jowell as a part time Fire Inspector. His salary would be \$19.00 per hour. His salary is to come out of 3410.001, with a start date of on or after May12, 2016 . If approved Mr. Jowell will need a physical, finger prints and paperwork. Thank you for your time in this matter.

TOWN OF NEWBURGH


Crossroads of the Northeast

OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

CODE COMPLIANCE DEPT.
TELEPHONE 845-564-7801
FAX LINE 845-564-7802

To: Charlene Black Personnel

April 28th, 2016

From: Gerald Canfield Code Compliance Supervisor 

Re: Proposal to Hire Memo

I have interviewed the one candidate who has displayed interest in the Fire Inspector Part Time position in our department. The original application for employment from Kevin Jowell has been hand delivered to you. Additionally I have submitted with this memo the Employment Request Form. To my knowledge all steps in the Town of Newburgh Employment Procedures per your May 13, 2015 memo has been adhered to. Please forward the request for hire with the required paperwork to the Town Supervisor and Town Board for action.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Kevin Jewell

DEPARTMENT: Code Compliance

TITLE OF POSITION: Fire Inspector

FULL TIME OR PART TIME: Part Time

HOURLY RATE: 19.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3410.0100

PROPOSED HIRE DATE: ASAP

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

Shirley Campbell
DEPARTMENT HEAD SIGNATURE

4/27/16
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010