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**TOWN OF NEWBURGH
LOCAL LAW NO. __ OF 2015**

Sign Regulations for Shopping Centers

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

Section 1. Chapter 185 of the Town of Newburgh Code, entitled "Zoning," is hereby amended by adding the following new section 185-14A entitled "Sign Regulations for Shopping Centers":

185-14A Sign Regulations for Shopping Centers

A. Intent:

It is the intent of these regulations to address signage in Shopping Centers located in the Town of Newburgh. Because Shopping Centers contain multiple commercial users operating as a unit under single ownership in both individual and adjoining structures and because commercial users of Shopping Centers have varied signage needs and requirements, it is important to establish comprehensive signage regulations to ensure that there is there is a balanced and appropriate quantity of signage and that such signage presents a uniformity of design and pleasant appearance. These regulations are the exclusive regulations governing signage for Shopping Centers in the Town of Newburgh. In the event of a conflict between these regulations and any other regulations governing signage, these regulations shall control.

B. Shopping Center Signage Regulation.

Attached Wall, Suspended Wall, Freestanding Ground, Awning, Under-Canopy and Directory Signs may be placed within a Shopping Center subject to the following conditions:

1. The total allowable sign area for all permanent signs on the site, except Freestanding Ground signs, Vehicular and Pedestrian Directory signs, Awning signs and Under-Canopy signs, shall not be more than two (2) square feet of sign area per linear foot of building façade or building wall facing the designated primary access drive or parking area except that any business/store over 20,000 SF may exceed this ratio up to an additional 0.5 square feet of signage for each lineal foot of building wall so long as additional square footage is deducted from the allowable signage for Wall Signs on sides and rear building walls.

In addition, permanent Wall Signs on sides and rear building walls, shall be allowed up to 1.0 square foot of signage for each lineal foot of building wall width (1:1 ratio) measured along those building walls. See Illustration Figure 1.

[a] The formula for calculation of total allowable sign areas is illustrated as follows:

Building Facades/Front Wall:

2 sq. ft. multiplied by building façade length (lin. ft.) = allowable signage area for the building front facade.

For buildings 20,000 sf of floor area or greater is illustrated as follows:

2.5 sq. ft. multiplied by building façade length (lin. ft.) = allowable signage area for the building front façade. Additional area shall be deducted from the allowable signage area from the side and/or rear wall allowable signage area.

Building Side and Rear Walls:

1.0 sq. ft. multiplied by building side and/or rear wall length (lin. ft.) = allowable signage area for the building side and/or rear walls.

2. Attached Wall or Suspended Wall Signage (Permanent Wall Signage): Attached Wall or Suspended Wall signage is a sign attached to or erected on the exterior wall of the building or structure or on a canopy marquee or similar overhang with the exposed face of the sign in a plane approximately parallel to the plane of the exterior wall. Wall Signs (attached or suspended).

[a] Sign area for Attached Wall or Suspended Wall signs shall be the area contained within sign panel signboard (the flat surface of material upon which letters or other graphic content of a sign are displayed or, if no signboard or panel is present, the area contained entirely within the smallest rectangle or geometric shape which completely encloses the outer extremities of all graphic material of the sign. Where more than one sign is to be placed on a building wall, the total sign area shall be calculated by applying the above method to each sign. See Illustrations Figures 2a & 2b.

[b] There shall be no limit on the number of the above signs on a site provided that their aggregate square footage is within the total allowable area.

[c] Permanent Wall Signage may be internally or externally illuminated. If externally illuminated, light shall be shielded to prevent direct view of the light source.

3. Blade Signs and Under-Canopy Signs: Blade Signs are projecting signs mounted on a building façade/wall or an armature with the surface perpendicular to the normal flow of

traffic (pedestrian or vehicular). Under-Canopy Signs are signs attached to building canopy or awning. See Illustration Figures 3a and 3b.

[a] The overall area per side of a Blade or Under-Canopy sign shall not exceed four square feet. The overall area of Blade or Under-Canopy signs shall not be included in the total allowable sign area for permanent signage as noted in 1[a].

[b] One Blade or Under-Canopy sign shall be allowed for each public entrance into an individual business.

[c] Blade or Under-Canopy signs may identify the business and may include logos.

[d] Blade or Under-Canopy signs shall provide a minimum clearance of 7'-4" between the sidewalk surface and the bottom of the sign.

[e] Blade signs may extend a maximum of 42 inches from the building.

[f] Blade or Under-Canopy signs may be non-illuminated or internally or externally illuminated. If externally illuminated, lighting shall be shielded to prevent a direct view of the light source.

4. Awning Signage. Awning signs are signs mounted or painted on or attached to an awning or canopy. Awning signage shall not be included in the total allowable sign area for permanent wall sign signage as noted in 1[a] above.

[a] Awning signs may be non-illuminated or internally or externally illuminated. If externally illuminated, lighting shall be shielded to prevent a direct view of the light source.

5. Freestanding Ground Signage: A Freestanding Ground sign is a sign erected on or permanently affixed directly to the land.

[a] Freestanding Ground Signage Area. The area of a Free-Standing Ground sign shall be considered to include all lettering, wording, and accompanying designs and symbols, together with the background, whether open or enclosed, on which they are displayed. The supporting framework, open or enclosed, may be part of the design, but for the purpose of this law shall not be considered part of the sign area unless used for lettering, wording, or symbols. Only one side of the Freestanding Ground sign is used for the calculation of sign area. The area of Freestanding Ground signage is not included in the sign area calculations for any other type of signage.

[b] There are two (2) types of Freestanding Ground Signage:

(1) Pylon Signs: Pylon Signs are high profile Freestanding Ground Signage. The sign is supported by uprights, columns or braces placed upon or into the ground

and detached from any building. Pylon signs shall include identification panels for individual tenants and shall identify the Project as a whole as illustrated on Figure 5. Pylon signs shall meet the following criteria:

- (a) The maximum sign area for each Pylon sign shall be 350 square feet per side.
- (b) The maximum height of a Pylon sign shall not exceed the maximum permitted building height in the district in which the property is located except no sign shall exceed forty (40) feet in height.
- (c) Up to two Pylon signs may be placed on the property. One Pylon sign shall be located at the main entrance drive for the Shopping Center. If a second Pylon sign is installed, it must be located within the property and shall not be installed at a secondary entrance drive if any. However, the second pylon sign may be visible from surrounding streets or highways. Locations of Pylon signs shall be as shown on the Master Signage Plan.

(2) Monument Signs: Monument Signs are lower profile Freestanding Ground Signage as compared to Pylon signs and are permanently affixed to the ground at its base and not mounted on a pole or exposed columns. Monument signs may identify the Shopping Center as a whole and/or individual tenants as illustrated on Figure 6. Monument signs shall meet the following criteria:

- (a) Monument signs shall not exceed 13' in height and 200 square feet in sign area (per side).
- (b) Monument signs shall not include exposed columns for the support of the sign face. The base of such sign shall be at least fifty (50) percent of the dimension of the width of the sign face.
- (c) One Monument Sign per Shopping Center entrance driveway is permitted. Locations shall be as shown on the Master Signage Plan.

6. Vehicular Directory Signage: Vehicular Directory Signage are signs which list the names, use, and/or location of the businesses or activities conducted within the Shopping Center buildings and which are intended to provide directional information for customers in vehicles. Vehicular Directory signage shall not be included in the total allowable sign area for permanent wall sign signage as noted in 1[a] above.

[a] Maximum height: 8 feet.

[b] Maximum sign area shall not to exceed 20 square feet (excluding architectural or structural features) per side.

[c] Signs may be internally or externally illuminated. If externally illuminated, lighting shall be shielded to prevent a direct view of the light source.

7. Pedestrian Directory Signage: Pedestrian Directory Signage are signs which list the names, use and/or location of the businesses or activities conducted within the shopping center buildings and which are intended to provide directional information for customers on foot. Pedestrian Directory Signage shall not be included in the total allowable sign area for permanent wall signage as noted in 1[a] above.

[a] Maximum height: 8 feet

[b] Maximum sign area shall not to exceed 20 square feet (excluding architectural or structural features) per side.

[c] Signs may be internally or externally illuminated. If externally illuminated, lighting shall be shielded to prevent a direct view of the light source.

8. Motor Vehicle Service Stations Signage within Shopping Centers. Motor Vehicle Service station signs shall be subject to the following:

(a) One attached wall, suspended wall or projecting sign may be placed on each building wall or canopy wall. The maximum allowable sign area for the sign shall be 1 square foot of sign area per linear foot of building or canopy wall.

(b) One freestanding ground sign may be placed on the premises subject to the following:

[1] The maximum sign area shall be 100 square feet per side.

[2] The maximum height shall not exceed the maximum permitted building height in the district in which the property is located but shall not exceed forty (40) feet.

[3] The freestanding sign for the Motor Vehicle Service station shall be in addition to the quantity of freestanding ground signs permitted under these regulations.

(c) Service island identification signs. Service island identification signs indicating the price of gasoline, other relevant information or directions to persons using the facility, but containing no advertising material, shall be allowed subject to the following:

[1] There shall be no more than one such sign for each service island located on the premises.

[2] The maximum allowable sign area for each such sign shall not exceed eight (8) square feet.

[3] Such signs may only be located attached directly to the service island structure, if any, or pump.

[4] Such signs shall not project higher than the service island structure, if any, or pump, whichever is higher.

C. Master Signage Plan.

1. A comprehensive sign plan shall be submitted to the Planning Board as part of its site plan and/or special permit approval process for any Shopping Center and shall be reviewed and conceptually approved in conjunction with the Architectural Review Board process. The comprehensive sign plan shall include sign area boxes representing the wall sign area for each business or tenant, the design and location of freestanding signage and directory signage (except specific copy on panels is not required to be shown). Specific wall sign designs may be included in the comprehensive sign plan but is not required.

2. Any retail store or tenant making an application for a sign permit shall submit with such application evidence that the landlord or owner of the shopping center has approved the particular signage.

D. Exempt Signage:

The following signs are exempt from the provisions of this section:

- (1) Signs inside a building, except for strobe lights visible from a right-of-way, private or public road or other private property.
- (2) Building numbers.
- (3) Signs carved into or part of materials which are on an integral and permanent part of the building, noting the name of the building and its date of erection.
- (4) Painted wall decorations and painted wall highlights that present no message or indication of a use and are meant strictly for artistic, decorative or design use or enhancement.
- (5) Public and/or governmental signs, including traffic control or similar regulatory devices.
- (6) Flags and insignia of any government, except when displayed in connection with a commercial promotion.
- (7) Non-illuminated warning signs, not exceeding two square feet per face.

- (8) Temporary non-illuminated "for sale" or "for rent" real estate signs concerning the premises upon which the sign is located:
- (a) One such sign will be permitted for each street frontage per property, not exceeding six square feet per side; the top of the sign shall be no higher than six feet above the ground, and it shall be no closer than 10 feet to any property line.
 - (b) All such signs shall be removed within three days after the sale, lease or rental of the premises.
- (9) Christmas holiday decorations, displayed for a period from seven (7) days before Thanksgiving until the first week in the following year.
- (10) Temporary, non-illuminated window signs and posters not exceeding 30% of the window surface.
- (11) On-premises directional signs for the convenience of the general public, identifying public parking areas, fire zones, handicap parking, special parking zones, one-way, truck routes, etc., entrances and exits and similar signs, non-illuminated, not exceeding four square feet per face and six feet above the ground except in cases where such sign is regulated by local, county, state or federal regulation such regulation shall govern.
- (12) Temporary non-illuminated banners or signs for promotional or special events so long as such signs are removed 30 days after the final day of such event.
- (13) Decorative signs, banners, pennant signs which do not include tenant names, products, services or advertisements.
- (14) Public and/or governmental signs, including traffic control or similar regulatory devices.

Section 2. This local law shall take effect immediately.

Signage Illustrations:

Illustrations of each permitted sign type and maximum dimension are as follows:

Figure 1 – Location of primary and secondary walls

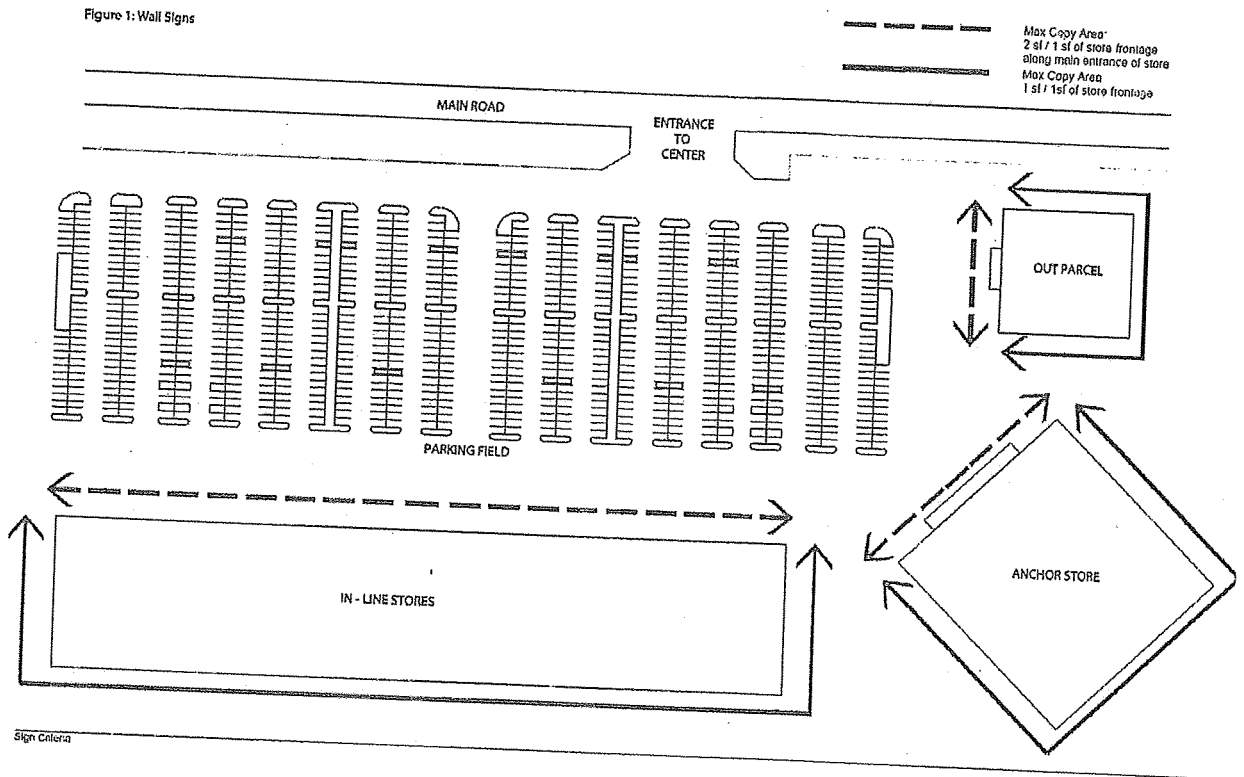


Figure 3: Blade Signs

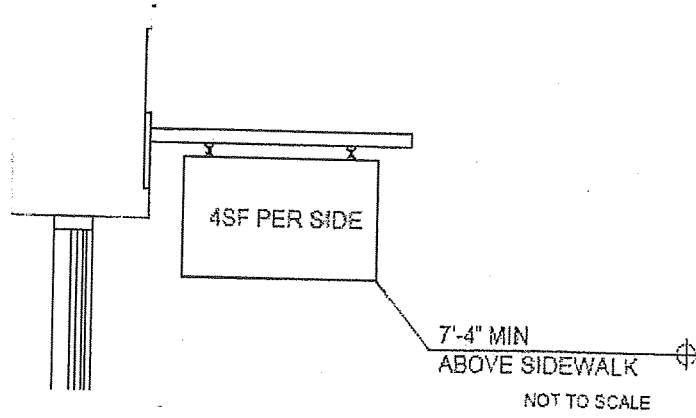


Figure 4: Awnings

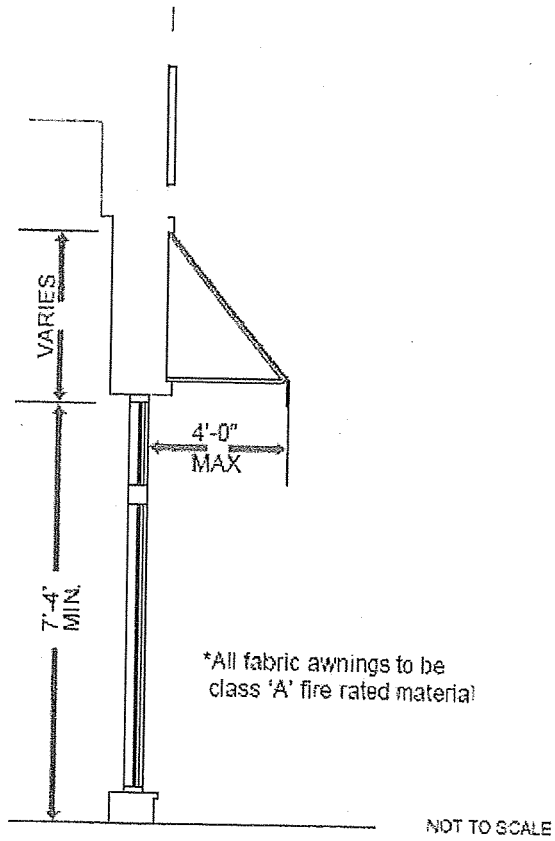
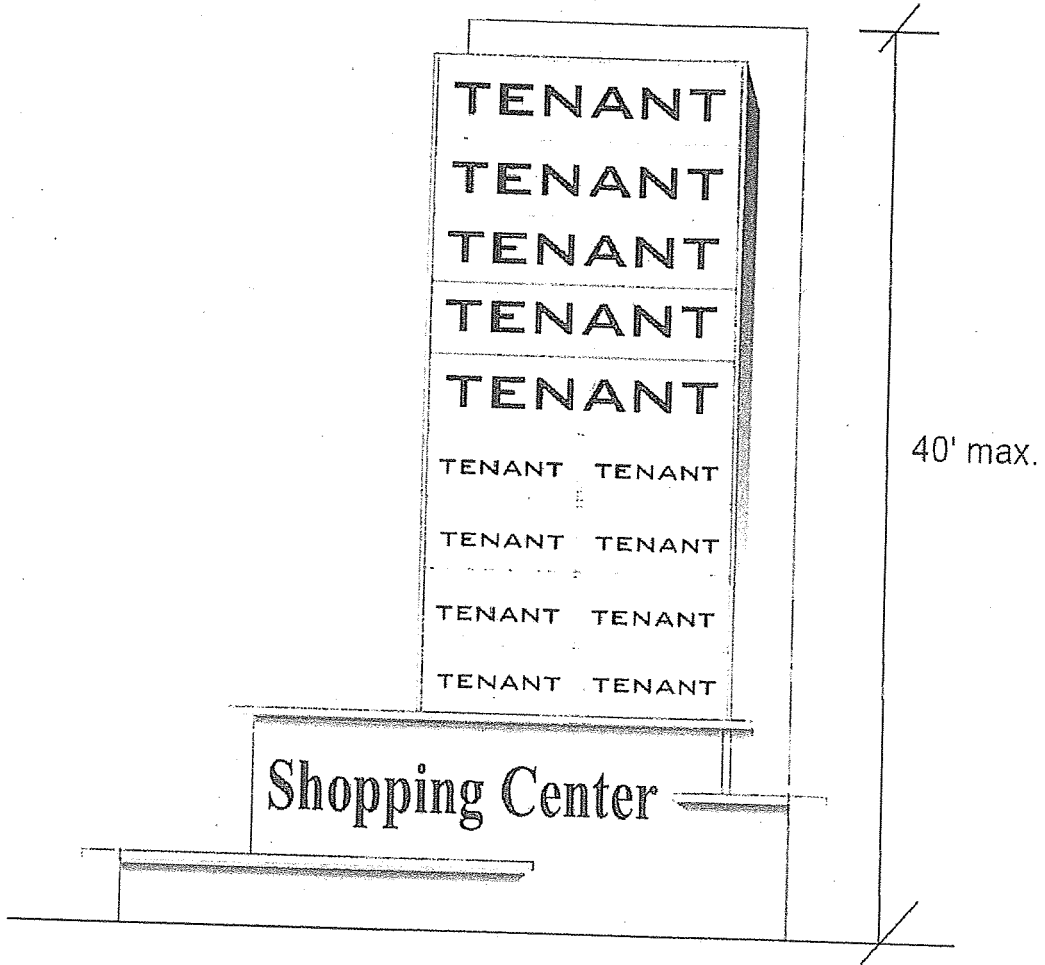
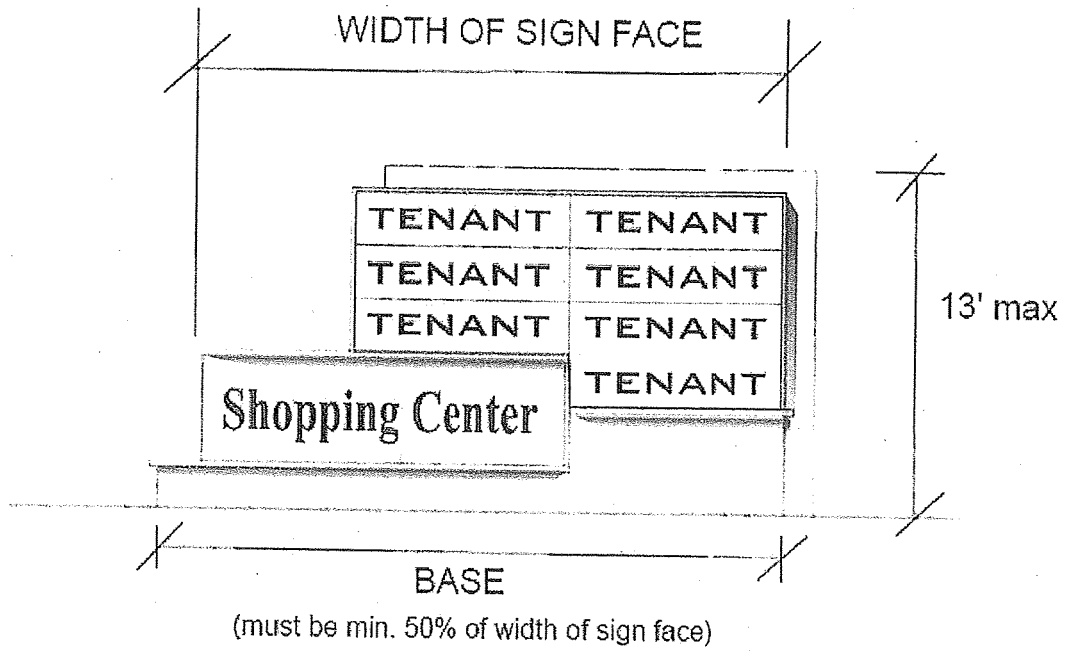


Figure 5: Multi-Tenant/Pylon Signs



NOT TO SCALE

Figure 6: Monument Signs



NOT TO SCALE

Planning & Development Advisors



Creating value by unlocking opportunities

Date: July 31, 2015

To: Hon. Gil Piaquadio, Supervisor and Town Board Members

From: David B. Smith

Re: Review of Sign Regulations for Shopping Centers

This office has reviewed the latest submission to the Town of Newburgh related to proposed sign regulations for shopping centers. This is an updated version of proposed regulations submitted to the Town earlier this year and reviewed by this office with comments provided to the Town on May 13, 2015. The following are our initial review comments. It is noted that the revised regulations are an improvement over the previous submission by simplifying the terms and providing illustrations which more clearly define how the ordinance would be implemented.

- Page 1, paragraph A, 6th line suggested that the words “and quality” be added after the word quantity.
- Page 1, paragraph B, for consistency all sign types proposed for Shopping Centers should be listed.
- Page 2, [a] It still is not clear how total allowable sign area is calculated for buildings 20,000 s.f. or greater that have signs on the side and rear walls. It may be helpful to provide an example, perhaps using Figure 1 to help clarify total sign area.
- Page 3, reference is made to Figures 3a and 3b, it is noted that in the package provided there is only a Figure 3.
- For the Boards consideration is whether there is either a Pylon sign or a Monument sign at the main entrance drive for the Shopping Center. The way the code is currently written it appears that both could be located at the main entrance drive.

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- Page 4, (2) (c) The text indicates that one Monument Sign per Shopping Center entrance driveway is permitted. What if there are multiple driveways? Should there be some consideration to limiting the total number of Monument Signs per Shopping Center?
- Page 4, 6. Vehicular Directory Signage. It would be helpful to understand where this particular signage type would be located on site. It is intended to be used by the motorist entering the facility, it would be helpful to understand where it would most likely be located given potential circulation concerns.
- Page 8, Figure 1. The legend for Figure 1 should probably be clarified so that the maximum copy area should read 2 s.f./1 l.f. of store frontage. In addition, it is suggested that a note be added that indicates that for buildings 20,000 s.f. or larger the maximum copy area may be increased to 2.5 s.f./1 l.f..

Should you have any questions or comments on the above please feel free to contact me directly. At this point it is suggested that that Applicant clarify the comments noted above and the Board would be in a position to hold a public hearing.

Cc: Mark Taylor, Town Attorney

Jerry Canfield, Code Compliance Office

John Bainlardi, Wilder Balter Partners

DRAFT: 3/16/15 FOR DISCUSSION PURPOSES

**INTRODUCTORY LOCAL LAW #__ OF 2015
A LOCAL AMENDING
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH:
ELECTRONIC AND ILLUMINATED SIGNS**

BE IT ENACTED by the Town Board of the Town of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh: Electronic and Illuminated Signs."

SECTION 2 - INTENT

The intent of this local law is to implement a change in the Town of Newburgh Zoning Code to address changes in the technology of sign illumination and certain design guidelines.

SECTION 3 - AMENDMENT TO CHAPTER 185.

Subsection 185-14() entitled "Electronic and illuminated signs" is hereby added to Section 185-14 entitled "Sign regulations "to read as follows:

"__ Electronic and illuminated signs

1. Definitions: As used in this Section, the following terms shall have the following meanings:

ANIMATED SIGN — Any sign that uses movement or change of lighting or color to depict action or create a special effect or scene, including animated graphics and video. Animated signs are not permitted in any zoning district.

ELECTRONIC MESSAGE DISPLAY – a sign or portion of a sign capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means. A sign on which the message changes more than ___ times per day shall be considered an animated sign and not a electronic message display for purposes of this chapter.

ELECTRONIC SIGN - any sign, video display, projected image, or similar device or portions thereof with text, images, or graphics generated by solid state electronic components. Electronic signs include, but are not limited to, signs that use light emitting diodes (LED), liquid crystal displays (LCD), plasma displays, fiber optics, or other technology that results in bright, high-resolution text, images, and graphics.

DISSOLVE – a mode of message transition on an Electronic Message Display accomplished by varying the light intensity or pattern, where the first message gradually appears to dissipate and lose legibility simultaneously with the gradual appearance and legibility of the second message.

FADE – a mode of message transition on an Electronic Message Display accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

FLASHING - a pattern of changing light illumination where the sign illumination alternates suddenly between fully illuminated and fully non-illuminated for the purpose of drawing attention to the sign. Flashing is not permitted in any zoning district.

FRAME – a complete, static display screen on an Electronic Message Display.

FRAME EFFECT – a visual effect on an Electronic Message Display applied to a single frame to attract the attention of viewers.

ILLUMINATED SIGN — Any sign illuminated by electricity, gas or other artificial light, including reflective or phosphorescent light.

NITS - a unit of measure of brightness or luminance. One nit is equal to one candela per square meter.

SCROLL – a mode of message transition on an Electronic Message Display where the message appears to move vertically across the display surface.

TIME AND TEMPERATURE SIGN - A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature. A "time and temperature" sign shall not be considered as having an Electronic Message Display for purposes of this chapter.

TRANSITION – a visual effect used on an Electronic Message Display to change from one message to another.

TRANSITION DURATION – The time interval it takes the display to change from one complete static message to another complete static message.

TRAVEL – a mode of message transition on an Electronic Message Display where the message appears to move horizontally across the display surface.

2. Electronic Message Display standards and requirements.

Electronic Message Displays may be permitted [with the approval of a special use permit from the Planning Board/Zoning Board of Appeals] in the [B, IB and I zoning districts] subject to the following standards and requirements:

a. Operational Limitations. Such displays shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity.

b. Minimum Display Time. Each message on the sign must be displayed for a minimum of (insert reasonable interval) seconds.

c. Message Change Sequence. [Alternative 1: The change of messages must be accomplished immediately.] [Alternative 2: A minimum of 0.3 seconds of time with no message displayed shall be provided between each message displayed on the sign.] Messages that appear or disappear from the display through dissolve, fade, travel or scroll modes, or similar transitions and frame effects that have text, animated graphics or images that appear to move or change in size, or be revealed sequentially rather than all at once shall _____.

d. Number of Electronic Message Displays per site. Only 1 Electronic Message Display is permitted per site for each street frontage on which the site fronts and the sign is visible from a public right of way.

e. No special effects. No special visual effects of any kind such as moving toward or away from the viewer, expanding or contracting, bouncing, rotating, spinning, twisting, or otherwise portraying movement or animation as the message is displayed on the screen or to accompany the transition between any successive messages.

f. Electronic Message Display area. The Electronic Message Display shall not exceed ___% percent of the total sign area permitted on the site.

g. Types of signs on which permitted. An Electronic Message Display may be utilized on any permitted freestanding or monument provided that the sign is at least ___ linear feet in any from any other sign that uses electronic display and is 90 degrees perpendicular to the flow of traffic. An Electronic Message Display may be utilized on any building mounted sign provided that

h. Manufacturer's manual to be provided. Permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for light levels, scrolling or traveling speed and other display operations.

i. Electronic Message Display required to go dark if. Permitted Electronic Message Displays shall be equipped to go dark in the event of a malfunction.

3. Standards applicable to all electronic signs and illuminated signs.

a. Permitted Zoning Districts. Electronic signs are permitted in the B, IB and I Zoning Districts only.

b. Electronic Signs which do not have Electronic Message Displays shall utilize lights, including but not limited to LED's and LCD's, which are stationary and constant in intensity and color.

c. Automatic dimming. Electronic signs shall be equipped with an automatic dimming photocell which adjusts the display's brightness based on ambient light conditions.

d. Adjacent and nearby residentially zoned property. Electronic sign faces shall be oriented away from areas zoned for residential use. Electronic signs located on a lot adjacent to any residentially-zoned lot and within ___ linear feet of the lot boundary shall be turned off between

“f. Non-electronic illuminated signs. The illumination provided shall be diffused or indirect and arranged so as not to directly illuminate neighboring properties in residential districts and any public street. Front lighting of carved wood and raised letter signs is permitted so long as the lighting does not illuminate neighboring properties or the public street.”

SECTION 4 - 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 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.

SECTION 5 - 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.

DRAFT: 3/17/15 FOR DISCUSSION PURPOSES

INTRODUCTORY LOCAL LAW # OF 2015
A LOCAL AMENDING
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH:
SIGN REGULATIONS

BE IT ENACTED by the Town Board of the Town of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh: Sign Regulations"

SECTION 2 - INTENT

The intent of this local law is to implement changes in the Town of Newburgh Zoning Code to better address and regulate signs.

SECTION 3 - AMENDMENT TO CHAPTER 185.

A. Section 185-14 entitled "Sign regulations" is hereby amended to read as follows:

"§185-14 Sign regulations

A. ~~No sign, poster, advertising display, structure or device shall be erected, moved, enlarged or reconstructed except as expressly permitted by this chapter.~~

Intent.

(1) This section regulates signs which are visible from the right-of-way and from beyond the property where erected. These regulations balance the need to protect the public safety and welfare, the need for a well-maintained and attractive community and the need for adequate identification, communication and advertising for all land uses. At no time should these provisions be interpreted to regulate any aspect of the content of any sign. The regulations for signs have the following specific objectives:

- (a) To ensure that signs are designed, constructed, installed and maintained so that public safety and traffic safety are not compromised.
- (b) To allow and promote positive conditions for meeting a sign user's needs, while at the same time avoiding nuisances to nearby properties and promoting an attractive environment.
- (c) To reflect and support the desired character and development patterns of the various districts.

- (d) To allow for adequate and effective signs in commercial and industrial districts while preventing signs from dominating the visual appearance of the area.
- (2) These regulations allow for adequate and multiple types of signs for a site. The provisions do not necessarily assure or provide for a property owner's desired level of visibility for the signs.

B. Permitted types of signs.

- (1) ~~The following types of signs may be permitted as indicated in Article IV, Schedules of District Regulations, Use Table, Column A, of this chapter:~~
- (a) ~~Professional: a sign in a residential district, freestanding or attached to the building, which shall have an area not greater than four square feet and, if freestanding, shall be set back at least 10 feet from any designated street line. Such signs may be indirectly illuminated by a light integral to the sign. In a nonresidential district a professional sign shall be regulated as a business sign [see Subsection B(1)(c) below].~~
- (b) ~~Institutional: a freestanding announcement sign for a school, church or other public or semipublic institution which may be illuminated, shall have an area not greater than 12 square feet and shall be located at least 15 feet from any street line.~~
- (c) ~~Business: a sign or signs, freestanding or attached to a building, announcing a business establishment on the same lot in a business district or advertising a service or a product available on the same lot in a business district, which may be illuminated. The total area of all such signs on a lot shall not exceed 1/2 of the total length of street frontage of the lot in linear feet. There shall not be more than one freestanding sign, which may not be located closer than 15 feet from any street line.~~
- (2) ~~The following types of signs may be permitted in any district:~~
- (a) ~~Identification: one freestanding identification sign at each point of access to the lot which may be illuminated and shall have an area of not more than three square feet apiece.~~
- (b) ~~Directional: freestanding internal directional signs which may be illuminated and shall have an area of not more than three square feet apiece.~~
- (c) ~~Real estate: one freestanding nonilluminated sign per lot shall be permitted advertising the sale or rental of the premises on which such sign is located. Said sign shall not exceed a gross area of 12 square feet and shall be located not closer than 15 feet to any street or property line.~~

Applicability and scope. This section regulates the number, size, placement and physical characteristics of signs. The regulations are not intended to and do not restrict, limit or control the content or message of signs. The regulations of this section apply to all districts in the Town.

C. Prohibited types of signs and lighting. The following types of signs and lighting shall be prohibited:

- (1) ~~Flashing signs, including any sign or device on which artificial light is not maintained stationary and constant in intensity and color.~~
- (2) ~~Any sign for which illumination provided is not diffused or indirect or which is arranged so as to directly illuminate neighboring properties in residential districts or any~~

public street. The prohibition on illumination which is not diffused or indirect shall not be deemed to include the following:

- (a) ~~Light emitting diode (LED) and liquid crystal display (LCD) lights which are stationary and constant in intensity and color; and~~
- (b) ~~Front lighting of carved wood and raised letter signs so long as the lighting is directed at the sign and does not illuminate nor direct light or glare at neighboring properties or the public street.~~
- (3) ~~Signs which may compete with or be mistaken for a traffic signal.~~
- (4) ~~The outlining of the perimeter of the building by direct illumination of all or part of a building.~~
- (5) ~~Signs not permanently affixed to a permitted building or structure.~~
- (6) ~~Any sign, advertising display or structure permitted under this chapter exceeding 40 feet in height.~~

Conformance. No sign may be erected unless it conforms to the regulations of this section. Sign permits must be approved prior to erection of the sign.

D. Signs shall, in addition, conform to any other regulations set forth in other chapters of this Code.

Exempt signs . The following signs are exempt from the provisions of this section but may be subject to other portions of the Town Code:

- (1) Signs inside a building, not governed by § ---, except for strobe lights visible from a right-of-way, private or public road or other private property.
- (2) Building numbers.
- (3) Signs carved into or part of materials which are on an integral and permanent part of the building, noting the name of the building and its date of erection.
- (4) Painted wall decorations and painted wall highlights that present no message or indication of a use and are meant strictly for artistic, decorative or design use or enhancement.
- (5) Public and/or governmental signs, including traffic or similar regulatory devices and signs required to be posted by governmental regulation.
- (6) Flags and insignia of any government, except when displayed in connection with a commercial promotion.
- (7) Nonilluminated warning, "private drive," "posted" or "no trespassing" signs, not exceeding two square feet per face.
- (8) Temporary nonilluminated "for sale" or "for rent" real estate signs concerning the premises upon which the sign is located:
 - (a) One such sign will be permitted for each property, not exceeding six square feet per side; the top of the sign shall be no higher than six feet above the ground, and it shall be no closer than 10 feet to any property line.

- (b) All such signs shall be removed within three days after the sale, lease or rental of the premises.
- (9) Christmas holiday decorations, displayed for a period from three days before Thanksgiving until the first week in the following year.
- (10) Temporary, nonilluminated window signs and posters not exceeding 10% of the window surface.
- (11) One temporary sign for a seasonal roadside stand selling agricultural produce grown on the premises, provided that such sign shall not exceed six feet and shall be set back a minimum of 10 feet from any property line. Any such sign shall only remain on the site for that portion of the year that the stand is active.
- (12) On-premises directional signs for the convenience of the general public, identifying public parking areas, fire zones, entrances and exits and similar signs, nonilluminated, not exceeding four square feet per face and six feet above the ground.
- (13) Election signs. All signs advertising a candidate for public office or any other public ballot initiative are exempt from these regulations. Such signs must be displayed only on private property. The Town encourages, but does not require, that such signs be displayed no sooner than 30 days prior to the relevant election and no later than 10 days after said election.

E. Prohibited signs. The following signs are prohibited and shall be removed.

- (1) Strobe lights and signs containing strobe lights which are visible from the exterior of the building.
- (2) Signs placed or painted on a vehicle, trailer or truck trailer and parked with the primary purpose of providing a sign for a business, use, event, etc.
- (3) "Animated signs," defined as having moving parts or lighting or motion-picture projection, which create the illusion of moving parts, animated viewing screens, flashing, chasing or twinkling lights.
- (4) A sign which copies or imitates or in any way approximates an official highway sign or carries the words "STOP," "DANGER," "GO SLOW," "CAUTION," "WARNING," etc.
- (5) Any sign in or projecting into a public right-of-way.
- (6) A sign or illumination that causes any direct glare into or upon any building or street, other than the building to which the sign may be accessory.
- (7) "Abandoned signs," defined as those on-premises signs that advertise an activity, business, product or service no longer conducted or available on the premises.
- (8) Any sign which impairs or causes confusion to vehicular or pedestrian traffic in its design, color or placement.
- (9) Any sign mounted or attached to a tree, utility pole, etc.

(10) Roof signs.

(11) Any sign which is not included under the types of signs permitted in specific district regulations or in this section.

F. Sign measurement.

(1) Sign face area.

- (a) The area of sign faces enclosed in frames or cabinets is determined based on the outer dimensions of the frame or cabinet surrounding the sign face. Sign area does not include foundations, supports and other essential structures which are not serving as a backdrop or border to the sign. Only one side of a double-faced sign is counted.
- (b) When a sign is on a base material and attached without a frame, such as a wood or plexiglass panel, the dimensions of the base material are to be used unless it is clear that part of the base contains no sign, related display or decoration.
- (c) When signs are constructed of individual pieces or letters attached to a building wall, the sign area is determined by a perimeter drawn around all the pieces or letters.
- (d) For sign structures containing multiple modules oriented in the same direction, the modules together are counted as one sign face.
- (e) The maximum surface area visible at one time of a round or three-dimensional sign is counted to determine sign area.

(2) Height of signs The overall height of a sign or sign structure is measured from the grade directly below the sign to the highest point of the sign or sign structure.

G. Nonconforming signs.

- (1) The lawful use of a sign or signs existing at the time of adoption of this chapter may be continued, even though the sign does not conform to the regulations and limitations of this section, until one or more of the following occurs:
 - (a) The structure, size, location, advertising display matter or accessories of any or all signs previously granted approval and permits are altered, modified, changed, reconstructed or moved.
 - (b) The structure, size, location, advertising display matter, lettering, color scheme or accessories of any or all signs on the property for which approval and/or permits have not been granted are altered, modified, changed, reconstructed or moved.
 - (c) Buildings, structures or site improvements on the property upon which the sign is placed are altered in such a way as to require approval pursuant to Article ___ of this chapter.

- (d) Any or all signs on the property are damaged or destroyed by fire, explosion or act of God to the extent of more than 60% of the actual value thereof.
 - (e) Any or all signs on the property are abandoned.
 - (f) Any or all signs on the property fall into a state of disrepair and/or become unsafe.
- (2) Nonconforming signs are not subject to the provisions of Article _____, Nonconforming Buildings, Structures and Uses, of this chapter.
 - (3) Ordinary maintenance and repairs may be made to any nonconforming sign, provided that the structure, advertising display matter, lettering, color scheme or accessories are not altered, modified, changed, reconstructed or moved, and provided that such ordinary maintenance and repairs do not exceed 20% of the value of the sign in any one-year period.
 - (4) Nothing contained in this section shall be deemed to require any change in the plans or construction of any sign upon which actual construction was lawfully initiated prior to the effective date of this section. "Actual construction" is hereby defined as the actual placing of the sign and/or structure materials in their permanent position in compliance with the previously obtained approval and permits.

H. General design criteria.

- (1) Where more than one sign is permitted for the same activity, all signs should be coordinated with respect to color, letter style, illumination and other graphic features.
- (2) In multiple owner/tenant occupancies, the various signs required for identification of different activities should be coordinated with respect to placement on the building facade, legibility and illumination and should express uniformity of design and create a sense of harmonious appearance.
- (3) All signs should be legible and visible for the purpose and circumstances in which they are used.
- (4) Sign(s) shall be considered a site plan and architectural feature of the proposed development and, as such, should be coordinated in size, height, color, illumination, location, graphic design and finish detailing with the building(s), landscaping, area lighting and vehicular and pedestrian circulation and shall be shown on and approved with the use where Planning Board or Architectural Review Board approval is required.

(5) Where different uses are permitted side-by-side or on adjoining properties, signs permitted for one property or tenancy should not adversely affect the identification and reasonable use of the neighboring property or tenancy.

(6) In general, product, price or other changeable copy area of any sign should occupy no more than 1/3 of the area of said sign.

(7) All limited access highway-oriented signs and billboards shall not be of changeable copy type.

(8) Where signs are to be placed near residential uses, sign height, size, location and illumination should be adjusted for minimum impact to the residential uses.

(9) Sign content should be orderly, and graphics should be of simple shapes, such as rectangles, circles or ovals.

(10) No more than two typefaces shall be used on any one sign or group of signs.

(11) The number of colors used should be the minimum consistent with the design.

(12) Illumination. Where illumination of signs is permitted, such illumination may only be between sundown and 11:00 p.m. (or close of business). Illumination shall only be of an even intensity at all times. Illumination may be direct (giving forth light from the interior of the sign through translucent material) or it may be indirect (when the light source is not visible from any adjoining property or street and is directed upon the sign) as specified in § _____.

(a) Illumination should be appropriate to the character of the sign and its surroundings and shall not adversely shine on or impact surrounding properties, uses or streets and roads.

(b) No sign or similar advertisement shall be illuminated in such a manner so as to diminish or detract in any way from the effectiveness of any traffic signal or similar safety or warning device.

(13) Any tenant or user making an application for a sign permit shall submit with his application evidence that the landlord or owner of the building has approved the particular signage.

I. General construction and placement criteria.

(1) All signs installed after the effective date of this section shall have attached to the sign a nameplate giving the sign permit number and the name and address of the owner, person or corporation responsible for the general requirements and maintenance as outlined herein.

(2) All internally illuminated signs shall be constructed in conformance with the Standards for Electric Signs (UL 48) of the Underwriters' Laboratories Inc., and bear the seal of the Underwriters' Laboratories label. The sign shall be inspected and certified by an electrical inspection agency approved by the Town.

(3) All transformers, wires and similar items shall be concealed. All wiring to freestanding signs shall be underground.

(4) All signs, including attached wall, projecting and suspended wall signs, shall be securely anchored and shall not swing or move in any manner.

(5) All signs, sign finishes, supports and electric work shall be kept clean, neatly painted and free from all hazards, such as, but not limited to, faulty wiring and loose supports, braces, guys and anchors.

(6) All signs shall be painted and/or fabricated in accordance with generally accepted sign industry standards.

(7) All signs and sign structures shall be erected and attached totally within the site.

(8) Vision clearance area. No sign may be located within a vision clearance area. No support structure(s) for a sign may be located in a vision clearance area unless the combined total width is 12 inches or less and the combined total depth is 12 inches or less. "Vision clearance areas" are triangular shaped areas located at the intersection of any combination of streets, roads, rights-of-way, private roads, alleys or driveways. The sides of the triangle extend 15 feet from the intersection of the vehicle traveled areas. The height of the vision clearance area is from 48 inches above grade to 10 feet above grade.

(9) Vehicle area clearances. When a sign extends over a private area where vehicles travel or are parked, the bottom of the sign shall be at least 14 feet above the grade. Vehicle areas include driveways, alleys, parking lots, loading, maneuvering areas, etc.

(10) Pedestrian area clearances. When a sign extends over private sidewalks, walkways or other spaces accessible to pedestrians, the bottom of the sign shall be at least 8 1/2 feet above the grade.

(11) Signs may be erected in required yards and setback areas, but not in buffer areas, unless otherwise specified in this chapter.

J. Specific regulations; sign types.

(1) Attached wall sign: any sign posted, painted or constructed, attached and parallel to the plane of the building wall, facade, marquee or porch of any structure.

(a) An attached wall sign shall be flush and flat throughout its length and height to the face of the wall to which it is mounted.

(b) An attached wall sign shall not extend beyond the ends or over the top of the wall to which it is mounted.

(c) In multistory buildings, it shall be located no higher than the first floor.

(d) Its length shall not exceed 70% of the width of the tenancy or building wall to which it is mounted.

- (e) Attached wall signs may only be directly illuminated.
- (f) Attached wall signs shall not be located on the rear of a building.

(2) Suspended wall sign: any sign which is suspended from a building wall, facade, marquee or porch by means of brackets, hooks, chains, etc., and whose face is parallel to the plane of said building wall, facade, marquee or porch.

(a) A suspended wall sign shall not project more than 12 inches from the face of the wall to which it is mounted.

(b) A suspended wall sign shall not extend beyond the ends or over the top of the wall to which it is mounted.

(c) In multistory buildings, it shall be located no higher than the first floor.

(d) Its length shall not exceed 70% of the width of the tenancy or building wall to which it is mounted.

(e) Suspended wall signs may only be directly illuminated.

(f) Suspended wall signs shall not be located on the rear of a building.

(3) Projecting sign: a sign which is attached to a building wall, facade, marquee or porch and which extends more than 12 inches from the face of such building wall, facade, marquee or porch.

(a) Projecting signs shall not have more than two faces.

(b) The exterior edge of a projecting sign shall not extend more than five feet from the building wall, facade, marquee or porch to which it is mounted.

(c) No part of a projecting sign shall extend into vehicular traffic areas.

(d) Projecting signs may only be directly illuminated.

(4) Under-canopy sign: a projecting sign placed at a ninety-degree angle to the building facade of a retail establishment and attached to the ceiling of a canopy or covered walkway or attached to the storefront or building facade to facilitate identification of the particular retail store or tenant.

(a) The location of such sign shall be at least nine feet above the finished floor grade.

(b) The area of under-canopy signs shall not be counted as part of the total allowable sign area for all permanent signs on the site.

(5) Freestanding sign: a sign standing on the ground and usually, but not necessarily, supported from the ground by one or more poles, posts or similar uprights, with or without braces, and advertising products or uses made, sold, used or served on the premises displaying such sign.

(a) No freestanding sign shall be located less than 15 feet from any front or side property line, or equal to the height of said sign, whichever is greater.

(b) A freestanding sign shall be located no less than 10 feet from any building, or equal to the height of the sign, whichever is greater.

(c) A freestanding sign shall be no more than 35 feet in height above finished grade. Signs which exceed 14 feet in height shall be designed and constructed to withstand winds of 100 miles per hour, and such shall be certified to by a professional engineer or registered architect licensed to practice in the State of New York.

(d) A freestanding sign shall not overhang any property lines.

(e) Masonry-wall-type signs shall not exceed four feet in height above finished grade and shall not be placed so as to impair the visibility of motorists.

(f) All freestanding signs must be protected from vehicular damage by a poured-in-place concrete curb or planter.

(g) Freestanding signs may either be directly or indirectly illuminated.

(6) Billboard: a sign standing on the ground and usually, but not necessarily, supported from the ground by one or more poles, posts or similar uprights, with or without braces, and advertising products or uses not made, sold, used or served on the premises displaying such sign.

(a) A billboard shall only be placed on lots which meet the minimum lot and building standards applicable to the district in which it is to be located.

(b) A billboard shall be located no less than 35 feet from any property line.

(c) A billboard shall be no more than 35 feet in height above finished grade. Billboards which exceed 14 feet in height shall be designed and constructed to withstand winds of 100 miles per hour, and such shall be certified to by a professional engineer or registered architect licensed to practice in the State of New York.

(d) No sign face shall have a vertical dimension in excess of 12 feet nor exceed 300 square feet in total area.

(e) If a lot has the ability to accommodate more than one billboard, the minimum distance between such billboards shall be 200 feet.

(f) All double-faced billboards shall be special permit uses and uses subject to plan approval by the Planning Board in accordance with the provisions of Article herein.

(g) If a billboard faces Interstate Route 84 or New York State Thruway, approval shall be obtained in accordance with the applicable regulations

(h) Billboards may only be indirectly illuminated.

(7) Window sign: a sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.

(a) The area of a window covered by window signs shall not exceed 25% of the area of said window.

(b) Window signs may only be directly illuminated.

(8) Awning sign: a sign mounted or painted on or attached to an awning or canopy.

(a) No sign shall project out from, above, below or beyond the awning or canopy.

(b) An awning sign shall only indicate the name and/or address of the use or premises.

(c) Awning signs may not be illuminated.

(9) Fence signs.

(a) No sign or banner shall be placed on any fence which will impede the vision of pedestrians and/or motorists.

(b) All signs or banners placed on fences must be attached securely to prevent them from interfering with pedestrians and/or motorists' safety.

(c) All signs and banners shall be kept and maintained in a clean, legible manner.

K. Signs permitted in all districts. The following signs shall be permitted within any district in the Town:

(1) Development/neighborhood identification signs. In conjunction with an existing development or neighborhood, on-site development or neighborhood identification signs may be placed, subject to the following conditions:

(a) A maximum of two single-faced freestanding signs shall be permitted per development or neighborhood.

(b) The maximum area per sign shall be 16 square feet. Development/neighborhood streets and collector streets: only one sign shall be placed per intersection.

(c) Such signs shall only be indirectly illuminated.

(d) If such signs are freestanding, the maximum height shall be 48 inches above the finished grade.

(2) Multiple-family development identification signs. In conjunction with an existing multiple-family development having 20 units or more, on-site multiple-family identification signs may be placed subject to the following conditions:

(a) One freestanding, attached wall or suspended wall sign, single- or double-faced, shall be allowed per street frontage from which vehicles gain access to the development.

(b) The maximum area per sign shall be 20 square feet.

(c) If such signs are freestanding, the maximum height shall be 48 inches above the finished grade.

(d) If freestanding, such signs shall only be indirectly illuminated.

(e) Thirty percent of the area of the sign may include information pertaining to the availability or size of the dwelling units.

(3) Signs and banners generally.

(a) All signs and banners must be legible, clean, orderly and maintained.

(b) Banners shall not exceed 70% of the width of the building wall to which it is mounted.

(c) Banners shall not be illuminated.

(d) Banners shall not extend beyond the side of the wall to which it is mounted.

(4) Long-term temporary signs.

(a) Off-site directional signs. In conjunction with an approved subdivision or use, off-site directional signs may be placed subject to the following regulations:

[1] All such signs shall be removed within 30 days of the final sale within the subdivision or final lease-up with the use. There shall be a deposit with the Town of Wallkill Newburgh for each sign in the amount of \$100 as a guaranty of removal of each sign. The deposit will be refunded when each sign is removed and upon the request of the developer.

[2] One such sign may be placed per intersection.

[3] Such signs shall be located within 50 feet of the intersection, no further than five vehicular miles from the advertised site and no less than five feet from a property line.

[4]Such signs shall be freestanding, with a maximum height of five feet.

[5]The maximum sign area per directional sign shall be four square feet.

[6]Directional signs shall have no commercial messages or copy and shall not be illuminated.

(b)On-site real estate signs. Signs advertising the sale, lease or rent of the premises upon which such sign is located may be placed subject to the following regulations:

[1]One attached wall or freestanding sign per street frontage will be permitted.

[2]Area and height.

[a]For improved multifamily residential properties, the maximum area per sign shall be 15 square feet with a maximum height of eight feet.

[b]For improved nonresidential properties, the maximum area per sign shall be 24 square feet with a maximum height of eight feet.

[c]For unimproved properties not exceeding two acres in size, the maximum area per sign shall be 32 square feet with a maximum height of 10 feet.

[d]For unimproved properties exceeding two acres in size, the maximum area per sign shall be 60 square feet with a maximum height of 10 feet.

[3]Real estate signs shall not be illuminated.

[4]All such signs shall be removed within three days after the sale, lease or rental of the premises.

(c)On-site construction signs. In conjunction with a use that has an approved building permit for a project or a development, construction signs may be placed subject to the following regulations:

[1]There shall not be more than one such single-faced, freestanding sign for each project or development.

[2]Such sign may only identify persons or companies involved with the construction, architecture, engineering and development of the premises.

[3]Such sign shall be no larger than 32 square feet in total area and no more than 10 feet in height.

[4]Construction signs shall not be illuminated.

[5]Construction signs may be erected and maintained for a period not to exceed 14 days prior to the commencement of construction and shall be removed within 14 days of the termination of construction of the project or development.

(5)Short-term temporary signs.

(a)Civic event signs. Signs announcing a campaign, drive, activity or event of a civic, philanthropic, educational or religious organization for noncommercial purposes may be placed subject to the following regulations:

[1]There shall not be more than one such sign for each tax lot. If the sign is not to be placed on property owned by the organization requesting the permit, then the permittee shall present written consents from all the property owners on whose property the sign is to be located.

[2]Such signs may be freestanding or attached wall signs.

[3]Such signs shall not be illuminated, shall not exceed 32 square feet in total area and, if freestanding, shall be no more than eight feet in height.

[4]Civic event signs may be erected and maintained for a period not to exceed 30 days prior to the date of which the campaign, drive, activity or event advertised is scheduled to occur and shall be removed within three days of the termination of such campaign, drive, activity or event.

(b)On-site commercial event signs. Signs, banners, posters and other similar promotional devices announcing a special, unique or limited activity, service, product or sale of limited duration may be placed subject to the following regulations:

[1]No single sign shall exceed 32 square feet in total area nor exceed an aggregate total area of 64 square feet for the parcel.

[2]If freestanding, no sign shall exceed 10 feet in height.

[3]Permits for such commercial event signs shall not be issued more than twice for the same parcel within one calendar year.

[4]All such signs shall be erected and maintained for a period not to exceed 30 days and shall be removed within three days of the termination of the activity, service, project or sale.

L. Signs permitted in the RR, AR, R-2, R-2 and R-3 districts.

The following signs shall be permitted within any residential district in the Town:

(1)One nonilluminated, attached wall, suspended or freestanding sign advertising an approved home occupation or professional office may be placed on the premises subject to the following conditions:

(a)Such sign shall not exceed four square feet in total area.

(b) If freestanding, such sign shall not exceed six feet in height.

M. Signs permitted in the B District. The following signs shall be permitted within the B District in the Town:

(1) Attached wall, suspended wall, projecting window and awning signs may be placed on the premises subject to the following conditions:

(a) The total allowable sign area for all permanent signs on the site, except freestanding signs, shall be as follows:

[1] If there is no freestanding sign on the site, then one square foot of sign area per linear foot of building wall that fronts on a street is allowed.

[2] If there is a freestanding sign on the site, then 3/4 square foot of sign area per linear foot of building wall that fronts on a street is allowed.

(b)There is no limit on the number of signs on a site if their aggregate square footage is within the total allowable area limit.

(2) One freestanding sign may be placed on the premises subject to the following:

(a) Such sign shall only be allowed if the building on the site is set back a minimum of 35 feet from the front property line.

(b) On lots with a lot width of 100 feet or less, the maximum sign area shall be 40 square feet. On lots with a lot width of more than 100 feet, the maximum sign area shall be 60 square feet.

(c) The maximum height shall be 14 feet.

N. Signs permitted in IB and I Districts. The following signs shall be permitted within the IB and I Districts in the Town:

(1) Attached wall, suspended wall, projecting, window, awning signs and billboards may be placed on the premises, subject to the following conditions:

(a) The total allowable sign area for all permanent signs on the site, except freestanding signs, shall be as follows:

[1] If there is no freestanding sign on the site, then 1 1/4 square feet of sign area per linear foot of building wall that fronts on a street is allowed.

[2] If there is a freestanding sign on the site, then one square foot of sign area per linear foot of building wall that fronts on a street is allowed.

[3] For billboards, if the lot has no buildings located on it, then one square foot of sign area per linear foot of lot frontage is allowed.

(b) There is no limit on the number of signs on a site if their aggregate square footage is within the total allowable area limit.

(2) One freestanding sign may be placed on the premises subject to the following conditions:

(a) The maximum aggregate sign area shall be 250 square feet, with no individual sign face exceeding 150 square feet.

(b) The maximum height shall not exceed the maximum permitted building height in the district in which the property is located.

O. Signs permitted for specific uses. Regardless of the district in which it is located, for the uses listed below, the signs permitted on the site shall be governed by the following:

(1) Shopping centers. RESERVED

(2) Gasoline filling stations. Gasoline filling station signs shall be subject to the following:

(a) One attached wall, suspended wall or projecting sign may be placed on the principal building, except that where the building abuts two or more streets, additional such signs, one oriented to each abutting street, shall be permitted. The maximum allowable sign area for the sign shall be 1/2 square foot of sign area per linear foot of building wall that fronts on a street.

(b) One freestanding sign may be placed on the premises subject to the following:

[1] The maximum sign area shall be 75 square feet.

[2] The maximum height shall not exceed the maximum permitted building height in the district in which the property is located. In the Office and Research District, the maximum height shall not exceed 35 feet.

(c) Service island identification signs. Service island identification signs indicating the price of gasoline, other relevant information or directions to persons using the facility, but containing no advertising material, shall be allowed subject to the following:

[1] There shall be no more than one such sign for each service island located on the premises.

[2] The maximum allowable sign area for each such sign shall not exceed six square feet.

[3] Such signs may only be located attached directly to the service island structure, if any, or pump.

[4] Such signs shall not project higher than the service island structure, if any, or pump, whichever is higher.

(3) Gasoline service stations and motor vehicle repair garages. Gasoline service stations and motor vehicle repair garage signs shall be subject to the following:

(a) One attached wall, suspended wall or projecting sign may be placed on the principal building, except that where the building abuts two or more streets, additional such signs, one oriented to each abutting street, shall be permitted. The maximum allowable sign area for the sign shall be 1/2 square foot of sign area per linear foot of building wall that fronts on a street.

(b)

One freestanding sign may be placed on the premises subject to the following:

[1] The maximum sign area shall be 75 square feet.

[2] The maximum height shall not exceed the maximum permitted building height in the district in which the property is located. In the Office and Research District, the maximum height shall not exceed 35 feet.

(c) Service island identification signs. Service island identification signs (for gasoline service stations only) indicating the price of gasoline, type of service offered, other relevant information or directions to persons using the facility, but containing no advertising material, shall be allowed subject to the following:

[1] There shall be no more than one such sign for each service island located on the premises.

- [2]The maximum allowable sign area for each such sign shall not exceed six square feet.
- [3]Such signs may only be located attached directly to the service island, if any, or pump.
- [4]Such signs shall not project higher than the service island structure, if any, or pump, whichever is higher.

(d)Service bay identification signs. Service bay identification signs providing direction or instruction to persons using the facility, but containing no advertising of any kind, shall be subject to the following:

[1]One attached wall or suspended wall sign may be placed on the principal building for each service bay.

[2]The maximum sign area for each such sign shall be 10 square feet.

[3]Such signs shall be located either adjacent to or over a service bay entrance.

P. Electric and Illuminated Signs. Reserved

Q. Permits.

(1) Permit required. Except for the following, no person may erect, alter or relocate within the Town any sign without first obtaining a sign permit:

(a) Exempt signs as specified in § 249-11D of this chapter.

(b)Routine maintenance or changing of the parts of a sign, provided that the maintenance or change of parts does not alter the surface area, height, message copy or otherwise render the sign nonconforming.

(2)Permit applications. Each sign being applied for shall require the filing of a separate permit application. Applications for sign permits shall be submitted to the Code Compliance Department on forms prescribed and provided by the Town and shall contain or have attached thereto the following information:

(a)The names, addresses and telephone numbers of the applicant, the owner of the property on which the sign is to be erected or affixed and the person or company to be erecting or affixing the sign.

(b) The location of the building, structure or lot on which the sign is to be erected or affixed.

(c) A site plan of the parcel involved, showing all structures and the exact location of the proposed sign.

(d)Two sets of plans and specifications of the sign to be erected or affixed and its method of construction and attachment to the building or in the ground. Such plans and specifications shall include details of dimensions, materials, color and weight.

(e)If necessary, a certification from a professional engineer or registered architect licensed to practice in the State of New York indicating that the sign is designed to withstand winds of at least 100 miles per hour.

(f)The written consent of the owner of the building, structure or property on which the sign is to be erected or affixed.

(g)The method of illumination, if any, and the position of lighting or other extraneous devices and a copy of the electrical permit related to the electrical connection.

(h)Such other information as the Code Compliance Department may require to determine full compliance with this and other applicable ordinances and regulations of the Town.

(3) Issuance of permits. Upon the filing of an application for a sign permit, the Code Compliance Department shall examine the plans, specifications and other submitted data and the premises upon which the sign is proposed to be erected or affixed. If it appears that the proposed sign is in compliance with all the requirements of this Zoning Law and other applicable ordinances of the Town and if the appropriate permit fee has been paid, the Code Compliance Department shall, within 30 days, issue a permit for the proposed sign. The issuance of a permit shall not excuse the applicant from conforming to the other laws, ordinances or regulations of the Town. If the work authorized under a sign permit has not been completed within 90 days after the date of issuance, the permit shall become null and void, but may be renewed within 15 days prior to the expiration, for good cause shown, for an additional 90 days, upon payment of 1/2 of the original permit fee.

(4)

Permit fees. At the time of filing a sign permit application, said application shall be accompanied by an appropriate application fee. Said application fees shall be established by Town Board resolution.

R. Review of existing signs.

(1) Nonrequested inspections. The Code Compliance Department or his authorized representative shall have the authority, without a formal request, to inspect any sign for the purpose of identifying those signs which are not in compliance with the provisions of this chapter.

(2) Requests for inspections. Any person may file a written request with the Code Compliance Department requesting an inspection of one or more existing signs as identified in the request. In each such instance, the Code Compliance Department shall promptly inspect such sign(s) to determine compliance with the provisions of this chapter. Following the inspection, the Code Compliance Department shall make a written report indicating the findings of the inspections to both the owner of the inspected sign and to the person filing the request for inspection.

(3) Notice of violation. The Code Compliance Department shall notify, in writing, each owner of an existing sign found to be in violation of any provision of this chapter pursuant to inspections made under § _____ above. The notice shall specifically refer to each section of this chapter under which a violation has been found to exist and thereupon describe the features of the inspected sign found to be deficient.

(4) Effect of notice. Upon receipt of a notice of violation for an existing sign, the owner of said sign shall have 15 days to correct the violation(s). If the violation(s) is not corrected after the conclusion of such fifteen-day period, the Code Compliance Department is hereby authorized to cause the sign to be removed or repaired forthwith at the expense of the owner of the building or premises on which such sign is located.

S. Removal of certain signs.

(1) Nonconforming signs. If the Code Compliance Department shall find that any nonconforming sign, except for those legal nonconforming signs as specified in § _____, is displayed, he shall give written notice to the owner of the premises on which such sign is located. Removal of the sign shall be effected within 15 days after receipt of the notice. If such sign is not removed after the conclusion of such fifteen-day period, the Code Compliance Department is hereby authorized to cause the sign to be removed forthwith at the expense of the owner of the building or premises on which such sign is located.

(2) Obsolete signs. Any sign, whether existing on or erected after the effective date of this chapter, which advertises a business no longer being conducted or a product no longer being offered for sale in or from the premises on which the sign is located, shall be removed within 30 days upon cessation of such business or sale of such product by the owner of the building or premises on which such sign is located. If the Code Compliance Department shall find that any such obsolete sign has not been removed within 30 days upon the cessation of such business or sale of such product, he shall give written notice to the owner of the building or premises on which such sign is located. Removal of the sign shall be effected within 15 days after receipt of the notice. If such sign is not removed after the conclusion of such fifteen-day period, the Code Compliance Department is hereby authorized to cause the sign to be removed forthwith at the expense of the owner of the building or premises on which such sign is located.

(3) Unsafe signs. If the Code Compliance Department shall find that any sign is unsafe, insecure or is a menace to the public, he shall give written notice to the owner of the building or premises on which such sign is located. Correction of the condition which caused the Code Compliance Department to give such notice shall be effected within 15 days after receipt of the notice. If such condition is not corrected after the conclusion of such fifteen-day period, the Code Compliance Department is hereby authorized to cause the sign to be removed forthwith at the expense of the owner of the building or premises on which such sign is located. Notwithstanding the foregoing provision, the Code Compliance Department is authorized to cause any sign to be removed summarily and without notice, at the expense of the owner of the building or premises on which such sign is located, whenever he determines that such sign is an immediate peril to persons or property.”

B. The Tables of Use and Bulk Requirements for the RR District - Schedule 1, the AR District – Schedule 2, the R-1 District – Schedule 3, the R-2 District – Schedule 4 and the R-3 District – Schedule 5, each as referenced by Section 185-10 “Utilization of Use Table” are hereby amended to modify item 4 in Column A “Accessory Uses” to read as follows:

A. Accessory Uses

“4. Signs in accordance with §185-14:

a. ~~Professional~~

A. Accessory Uses

B. Permitted with:

“3. Signs in accordance with §185-14”

“D1”

G. The Table of Use and Bulk Requirements for the IB District-Schedule 8 as referenced by Section 185-10 “Utilization of Use Table” is hereby amended to modify item 3 in Column A “Accessory Uses” to read as follows:

B. Accessory Uses

~~“3. Signs in accordance with §185-14:~~

~~a. Professional~~

~~b. Business~~

~~e. Identification”~~

G. The Table of Use and Bulk Requirements for the I District-Schedule 9 as referenced by Section 185-10 “Utilization of Use Table” is hereby amended to modify item 3 in Column A “Accessory Uses” to read as follows:

C. Accessory Uses

~~“3. Signs in accordance with §185-14:~~

~~a. Business~~

~~b. Identification”~~

SECTION 4 - 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 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.

SECTION 5 - 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.



NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

TELEPHONE (845) 564-7161
FACSIMILE (845) 564-7171

HON. JUDE T. MARTINI
TOWN JUSTICE

HON. RICHARD CLARINO
TOWN JUSTICE

MEMORANDUM

TO: ✓ Gil Piaquadio, Town Supervisor
Elizabeth Green, Town Councilman
James E. Presutti, Town Councilman
Paul I. Ruggiero, Town Councilman
Scott M. Manley, Town Councilman

FROM: Hon. Richard Clarino, Town Justice *RC*
Hon. Jude T. Martini, Town Justice *JTM*

SUBJECT: 2016 Justice Court Assistance Program (JCAP) Grant

DATE: August 14, 2015

Attached is information regarding the application for the 2016 Justice Court Assistance Program (JCAP) Grant, which must be submitted by October 16, 2015.

The application must be submitted with a certified copy of a Local Resolution of the Town Board authorizing the application, which will be accepted providing it is adopted by October 16, 2015.

We are requesting that this matter be placed on the August 19, 2015 agenda for your consideration.

If you required additional information, please feel free to contact either of us directly.

Thank you.

Attachments



NEW YORK STATE
Unified Court System

OFFICE OF COURT ADMINISTRATION

RONALD P. YOUNKINS, ESQ.
EXECUTIVE DIRECTOR

EUGENE W. MYERS
CHIEF OF OPERATIONS

NANCY M. SUNUKJIAN, ESQ.
DIRECTOR, OFFICE OF JUSTICE COURT SUPPORT

July 7, 2015

Dear Town and Village Justices:

We are pleased to invite you to apply for a 2015-2016 Justice Court Assistance Program (JCAP) Grant. The Unified Court System's budget includes \$2.5 million in JCAP funding this fiscal year. The maximum JCAP award is \$30,000 per court. It may be used for a variety of purposes, including office and security equipment, furniture, courtroom and court facility improvements and renovations.

Applications for JCAP Grants must be submitted by Justice Court personnel only. Each court should designate one individual from within the court to submit the application. Applications and accompanying paperwork must be submitted no later than **October 16, 2015**.

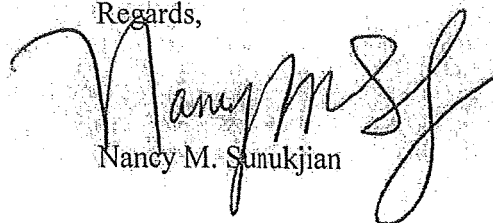
THE APPLICATION ITSELF MUST BE SUBMITTED ONLINE. However, the following items must be submitted separately either by mail, faxed to us at 518-438-3518, or scanned/emailed to jcap@nycourts.gov:

- Signature Page
- Board Resolution
- Court's Annual Budget
- Estimates

A link to the online grant application can be found on the Town and Village Courts website at www.nycourts.gov/justicecourts under "What's New." Click on the online grant application to go directly to the application. To start the application you must enter the *account name* as: **court** and the *password* as: **jcap**, all lower case letters. You will be asked to create a unique password once you begin an application. Please do NOT utilize numbers/digits when creating your individualized password as the application is not programmed to recall numbers/digits within a password.

If you have any questions about JCAP, or if you need assistance completing the application, please contact the Office of Justice Court support at 1-800-232-0630.

Regards,



Nancy M. Sunukjian

cc: Hon. Michael V. Cocco
Ronald P. Younkings, Esq.
Eugene W. Myers
Administrative Judges
Supervising Judges
District Executives

ITEMS FOR 2015 JCAP GRANT

1. Fax Machine	\$1,000.15
2. Two-Drawer Filing Cabinet for Large Courtroom	\$ 345.61
3. Two Open Shelf Hutches for Traffic Clerks	\$ 812.70
4. Two Hutch Flipper Doors for Traffic Clerks	\$ 492.36
5. Two-Door Wall Cabinet	\$ 468.75
6. Replace Two Court Clerk Desk Chairs	\$ 200.00
7. Storage Boxes – Criminal	\$ 599.00
8. Storage Boxes – Traffic	\$1,572.10
9. Microwave	\$ 67.00
10. Laminate Flooring for Clerk Cashier Area	\$ 875.00
11. Leather Lounge for Lunch Room to replace ripped one	\$ 674.44
12. Picnic Table	\$ 740.00
 TOTAL	 \$7,847.11

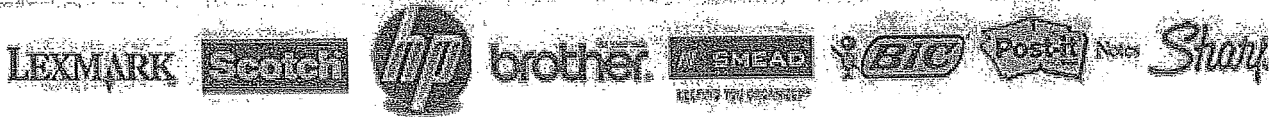
Bob's VALU OFFICE

A Local Hudson Valley Business

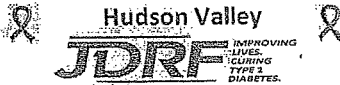
PRODUCTS COMPANY - A Division of Valuch

DISCOUNT OFFICE SUPPLIES 845.566.1476

Questions? Call Bob at 37 Jeanne Dr., Newburg



We donate 5% of all recharged Toner & Inkjet sales to our local



Welcome DEBRA! (Not DEBRA ?)

Keyword or Item #



HOME Office Supplies Technology Maintenance & Breakroom Furniture My Account

Go back

Product Details



intelliFAX-5750e Business-Class Laser Fax Maci Copy/Fax/Print

- 33.6 Kbps Super G3 modem sends fax in 2 seconds.
- 600-page fax memory.
- Network ready.
- Prints 15 b/w pages/min.
- 600 x 600 dpi print resolution.
- Produces 15 b/w copies/min.
- 50-page automatic document feeder.
- Secure faxing.

Item Number: BRT-PPF5750E

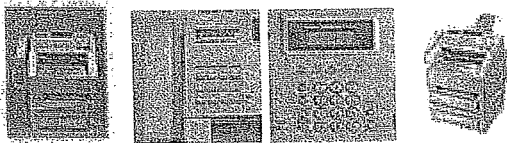
Price: \$1,000.15 / EA

Qty:

Comments

Add To Cart

Add to Favorites List...



View more Copier/Fax/Multifunction Mac

Description Product Details Warranty Supplies & Accessories

to replace the T Newburgh Court is a very busy court fax machine is used constantly during the day

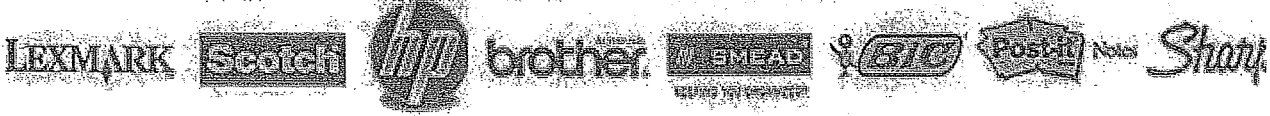
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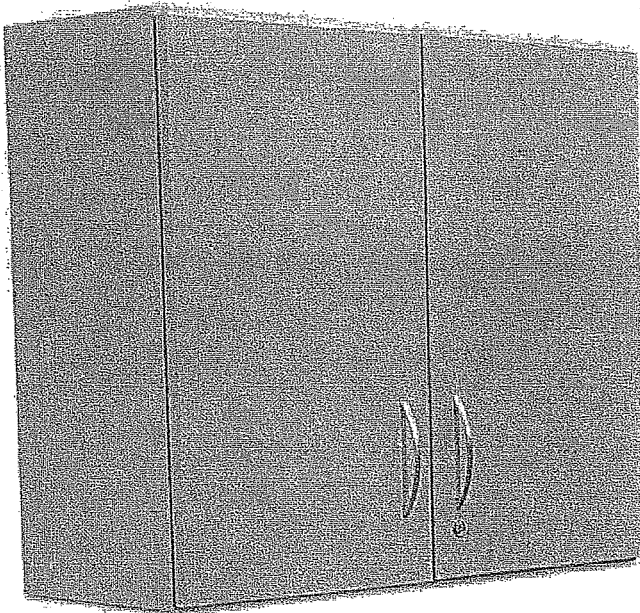
Keyword or Item #



- HOME
- Office Supplies
- Technology
- Maintenance & Breakroom
- Furniture
- My Account

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Product Details



24" wide

Hospitality Wall Cabinet, Two Doors, 36w x 14 : x 29 3/4h, Gray

- Nonporous, 3/4" thick thermofused melamine laminate cabinetry is easy to clean and damage resistant.
- Color-matched interiors and exteriors.
- Rigid structured dowel pin construction increases vertical and horizontal stability.
- Adjustable shelf supports up to 75 lbs. with anti-tip locking tabs.
- Adjustable 120° concealed Euro-style hinge system with high-strength screw attachment.
- Extended length, slimline door/drawer pulls deliver style and comfort.
- Heavy-duty deadbolt locking system for maximum security.

Item Number: AAP-BR181GY

Price: \$468.75 / EA

Qty:

[Add To Cart](#)

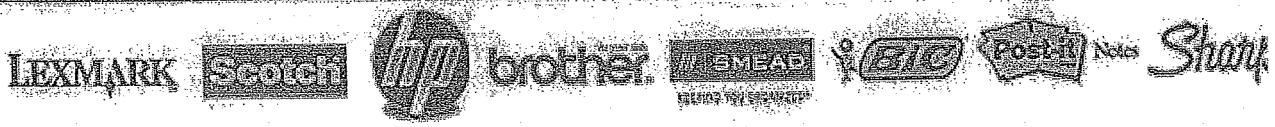


[View more Storage Cal](#)



for supplies to create more space in Court office

DISCOUNT OFFICE SUPPLIES 845.5661476 Questions? Call Bob at 37 Jeanne Dr., Newburg



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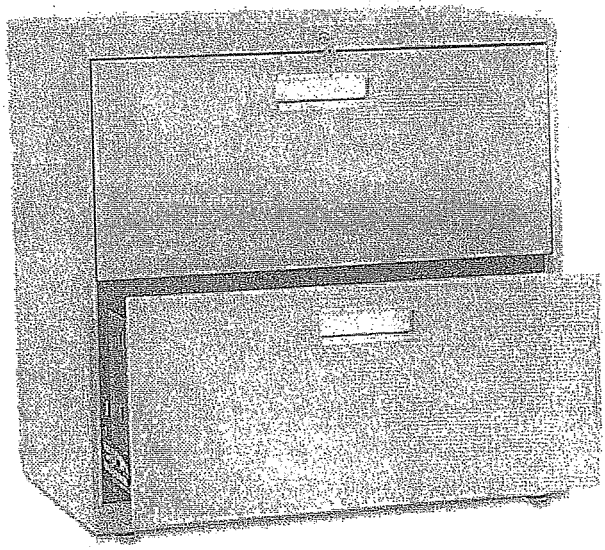
Keyword or Item #

Search

HOME Office Supplies Technology Maintenance & Breakroom Furniture My Account

Go back

Product Details



HON.

600 Series Two-Drawer Lateral File, 30w x 19-1 Putty

- Counterweight included, where applicable, to ANSI/BIFMA stability requirements.
- Lock secures both sides of drawer.
- Heavy-duty, three-part, telescoping, steel ball bearing suspension for smooth drawer operation.
- Mechanical interlock allows only one drawer to open at a time to inhibit tipping.
- Four adjustable leveling glides help compensate uneven flooring.
- Drawers include side-to-side hangrails for left legal size filing.
- Bright, anodized aluminum recessed drawer pull magnetic label holder.
- HON® "One Key" interchangeable core removal locks.

Item Number: HON-672LL

Price: \$345.61 / EA

Qty:

Comments

Add To Cart

Add to Favorites List...



To replace broken one in large Court Room

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A Local Hudson Valley Business PRODUCTS COMPANY A Division of Valuchia

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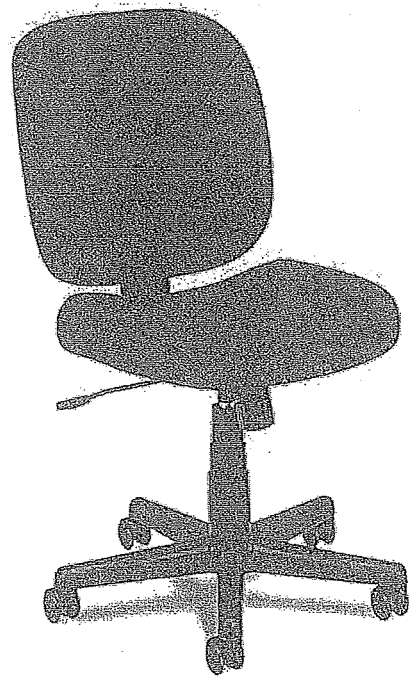
Welcome **DEBRA!**
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Keyword or Item #

- [HOME](#)
- [Office Supplies](#)
- [Technology](#)
- [Maintenance & Breakroom](#)
- [Furniture](#)
- [My Account](#)

[Go back](#)

Product Details



basyx
by HON

VL210 Series Mesh Low-Back Task Chair, Black

- Reliable, affordable seating for most task need
- Breathable mesh cushions with two layers of padding for increased comfort.
- Waterfall seat edge reduces pressure for improved circulation.
- Five-star base with casters for easy mobility.

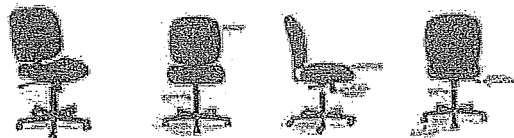
Item Number: BSX-VL210MM10

Price: \$99.00 / EA

Qty:



[View more Chairs/!](#)



- [Description](#)
- [Product Details](#)
- [Warranty](#)

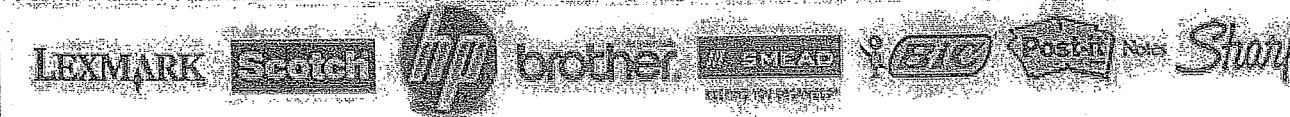
*to replace older chairs for
two Court Clerks*

Reliable, affordable seating for most task needs. Breathable mesh cushions with two layers of padding for increased comfort. Waterfall seat edge reduces pressure for improved circulation. Five-star base with casters for easy mobility

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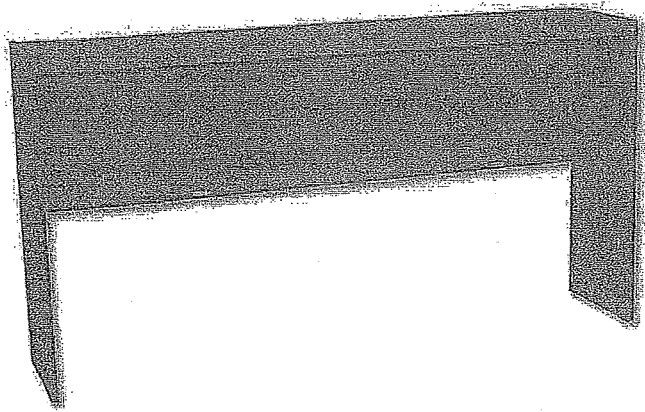
Search

- HOME
- Office Supplies
- Technology
- Maintenance & Breakroom
- Furniture
- My Account

Go back

Product Details

Toni/Jeanelle



HON.

38000 Series Stack On Open Shelf Hutch, 72w x 1/2d x 34 3/4h, Charcoal

- Sturdy steel construction for strength and durability.
- Baked enamel finish.
- Add optional flipper doors to create enclosed storage.

Item Number: HON-38244NS

Price: **\$406.35** / EA

Qty:

Comments

Add To Cart

Add to Favorites List...

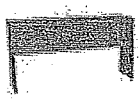


Image Coming Soon

x2 = 812.70

View more H...

Description Product Details Warranty

hutch is for two traffic clerks for efficiency of small work space.

An attractive storage solution at a practical price. Sturdy steel construction with a baked enamel finish for strength & durability. Add optional flipper doors to create enclosed storage.

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DISCOUNT OFFICE SUPPLIES 845.566.1476

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Keyword or Item #

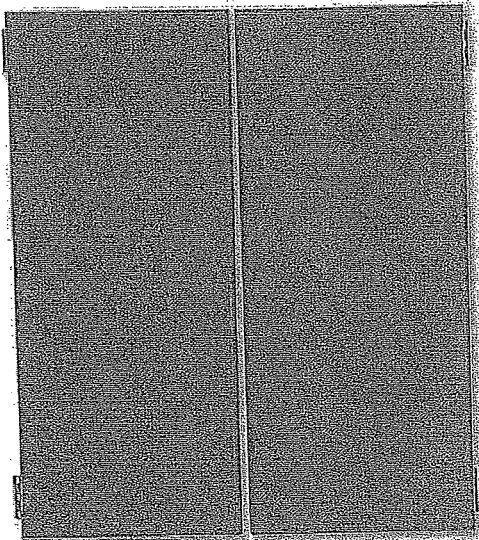
Search

HOME Office Supplies Technology Maintenance & Breakroom Furniture My Account

Go back

Product Details

Toni/Leanne



HON.

38000 Series Hutch Flipper Doors For 72" w Open Shelf, 36w x 15h, Charcoal

- For use with HON 38000 Series™ Stack-on Open Shelf Unit, sold and shipped separately.
- Sturdy steel construction for strength and durability.
- Locking doors add more security to your supplies.
- Baked enamel finish.

Item Number: HON-38249S

Price: \$246.18 / PR

Qty:

Add To Cart

Add to Favorites List...



x2 = 492.36

View more Furniture

Description Product Details Warranty

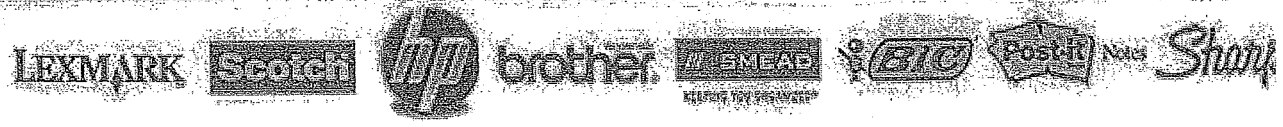
doors to hutch

Sturdy steel construction with a baked enamel finish for strength and durability. Locking doors add more security to supplies. For use with HON 38000 Series™ Stack-on Open Shelf Unit, sold and shipped separately.

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A Local Hudson Valley Business

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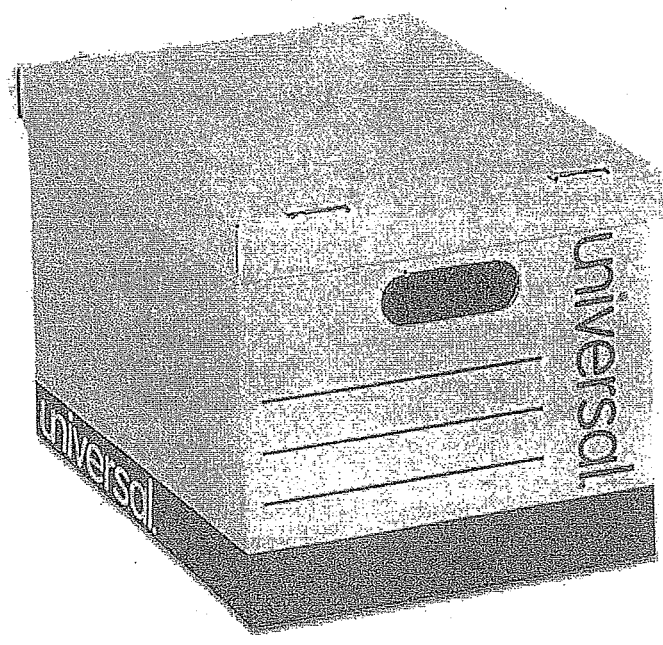
Keyword or Item #

Search

- HOME
- Office Supplies
- Technology
- Maintenance & Breakroom
- Furniture
- My Account

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Product Details



universal

Economy Storage Box, Lift-Off Lid, Letter/Legal White, 12/Ct

- Double-end / single-side construction.
- Deep lift-off lid design.
- Basic setup construction, designed for moderate use on shelving.

Item Number: UNV-95223

Price: \$29.95 / CT

Qty:

Comments

Add To Cart

Add to Favorites List...



View more File I



20 cartons = \$599.00

- Description
- Product Details
- Warranty

records retention

Double-end, single-side construction. Deep lift-off lid design. Basic setup construction, designed for moderate use on shelving.

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PRODUCTS COMPANY A Division of Valuch

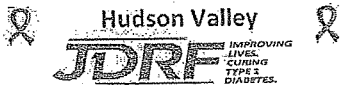
DISCOUNT OFFICE SUPPLIES 845.566.1476

Questions? Call Bob at 37 Jeanne Dr., Newburg



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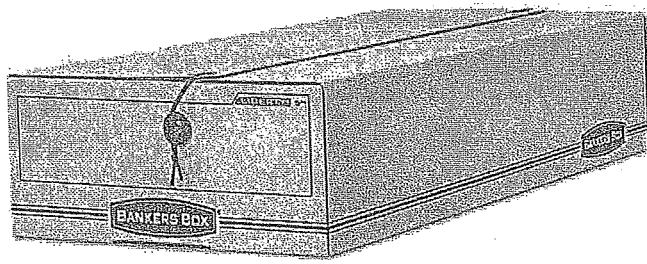
Keyword or Item #



- HOME
- Office Supplies
- Technology
- Maintenance & Breakroom
- Furniture
- My Account

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Product Details



LIBERTY Storage Box, Check/Voucher, 9-1/2 x 23-1/4 x 4-1/4, WE/Blue, 12/ Carton

- String and button secure closure.
- Keeps checks and forms in place, even if box overturned.
- This product was made from wood sourced from certified managed forest.

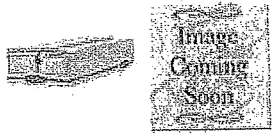
Item Number: FEL-00007

Price: \$157.21 / CT

Qty:



[View more File I](#)



10 Cartons = 1572.10

Description Product Details

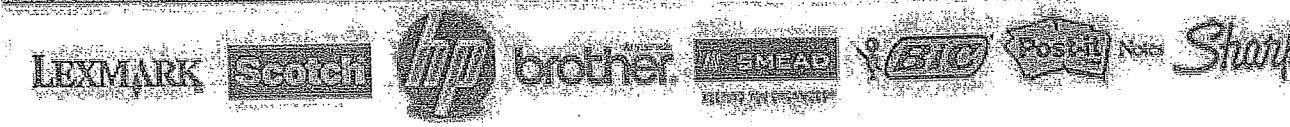
records retention

String and button secure closure—keeps checks and forms in place, even if box is overturned. This product was made from wood sourced from a certified managed forest.

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A Local Hudson Valley Business PRODUCTS COMPANY - A Division of Valuch

DISCOUNT OFFICE SUPPLIES 845.566.1476 Questions? Call Bob at 37 Jeanne Dr., Newbury



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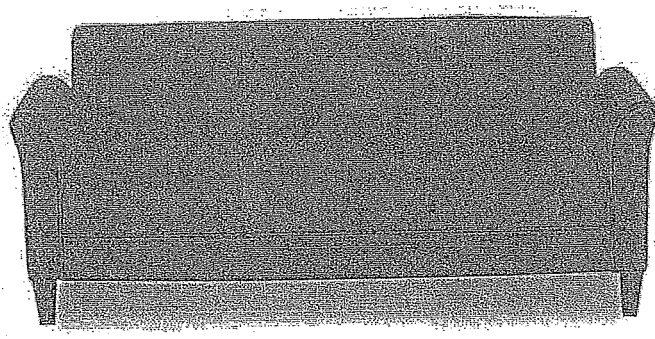
Keyword or Item #

Search

- HOME
- Office Supplies
- Technology
- Maintenance & Breakroom
- Furniture
- My Account

Home / Reception Seating & Sofas

Product Details



Reception Lounge Furniture, 3-Cushion Sofa, 77 31-1/2d x 32h, Black

- Classic simple lines.
- For use in any reception or lounge configuration.
- Soft black leather.
- Black wood pyramid legs.

Item Number: ALE-RL21LS10B

Price: \$674.44 / EA

Qty:

Add To Cart

Add to Favorites List...



View more Reception Seating &



Description Product Details Warranty

to replace very old & ripped lounge in employees Clerks break/lunch room

Classic simple lines, for use in any reception or lounge configurations. Soft black leather with black wood pyramid le

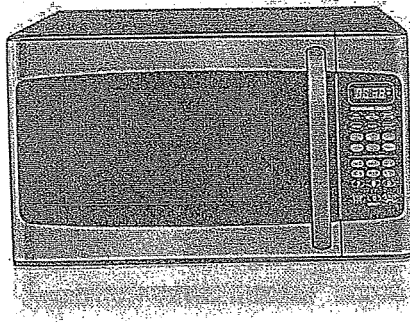
FREE SHIPPING on \$35 or more

Hamilton Beach 1.1 cu ft Microwave

2 reviews

Walmart #: 553473186

Q&A By: Hamilton Beach



\$67⁰⁰

Actual Color: Stainless Steel



Quantity:

1

Add to Cart

Sold by Walmart.com

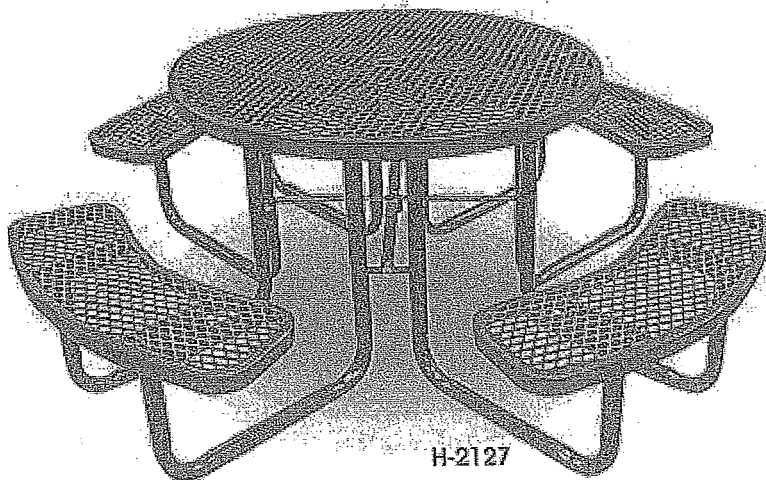
FREE shipping available

to replace broken one in clerks break/lunch room

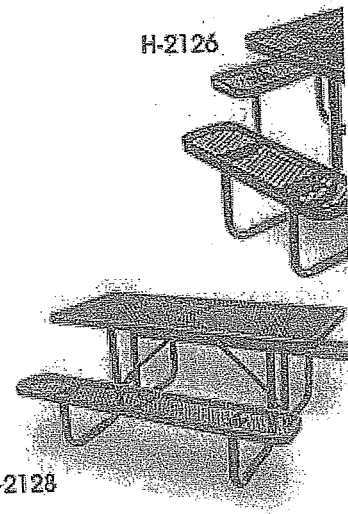
FREE pickup available as soon as today

Customers also considered

METAL PICNIC TABLES



H-2127



H-2128

H-2126

Uline loves these! Attractive, rugged and built to last. Give your corporate offic

- ◆ Thermoplastic coating withstands heat, cold and all weather elements.
- ◆ High gloss, smooth surface allows for easy spray paint and graffiti removal.
- ◆ 9 gauge expanded metal with 2" black steel frame.
- ◆ Rounded corners for ad
- ◆ ADA Picnic Tables - Whe tables have one less be benches.
- ◆ Coordinating Umbrella available.

TABLES

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH
<u>H-2126</u>	46" Square	80 x 80 x 30 1/2"	265	\$720
<u>H-2127</u>	46" Round	81 x 81 x 30 1/2"	255	740
<u>H-2128</u>	6' Rectangle	72 x 61 x 30 1/2"	210	650

Date: July 30, 2015

Proposal Submitted To:

Cedar Construction Co. Inc.	Debra Murphy
16 Red Top Road	Town of Newburgh Court
Wallkill, NY 12589	Route 32 Newburgh, NY 12550
845-629-4988	845-564-6075

Laminate Flooring: Labor and Material (Pull up old carpet, install padding and laminate flooring)	\$875.00
Total	\$875.00

PAYMENT TERMS: Upon Completion

** All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Owner must carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

**Customer has 30 days to fully pay Cedar Construction Co. Inc.; after 30 days, Cedar Construction Co. Inc. has the right to charge 1½% per month on the balance of all monies owed.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

7B

TELEPHONE (845) 564-7165
FACSIMILE (845) 564-7171

HON. JUDE T. MARTINI
TOWN JUSTICE

HON. RICHARD CLARINO
TOWN JUSTICE

MEMORANDUM

TO: Gil Piaquadio, Supervisor

CC: Ronald Clum, Town Accountant

FROM: Hon. Richard Clarino, Town Justice
Hon. Jude T. Martini, Town Justice

DATE: August 11, 2015

RE: Budget Transfer

Please approve a transfer of the following accounts:

TO:	1110-461 Office Supplies	\$5,164.00
FROM:	1110-200 Equipment/Other Capital	

If you have any questions or need additional information, please feel free to contact us or Court Clerk Dessy Acevedo.

Thank you.



Gil Piaquadio <supervisor@townofnewburgh.org>

agenda items

1 message

Judge Clarino <judgeclarino@townofnewburgh.org>
To: Gil Piaquadio <supervisor@townofnewburgh.org>

Wed, Jul 29, 2015 at 10:24 AM

Good Morning Gil. If possible, we would like these items added to the next Board Meeting. It does NOT have to be on Monday's agenda, just the next one. Thank you.

- 7A
- 7C
1. Resolution to apply to JCAP Grant
 2. Approval of two Court Clerks to attend training in Niagra Falls September 27-30, 2015. Nicole Black and Sayzie Mustafa

If you need something specific in writing, please let me know and I will have everything ready for you for that meeting. Thank you for your help.

Debra

Supervisor Piquado

Approval is needed for two Court Clerks to attend the annual NYS Magistrate Court Clerk Conference from Sunday, September 27, 2015 through Wednesday, September 30, 2015 – Niagara Falls, NY

1. Nicole Black
2. Saziye Mustafa

Thank you!

8.12.15
Anna - front desk
Confirmed reservation
2 Queen Bds in Room

TOWN OF NEWBURGH
Public Services Building
Newburgh, New York 12550
(845) 564-5220

DEPARTMENT Justice Court

DO NOT WRITE IN THIS BOX

Data Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
1110 469	\$313.00	
Total		\$313.00
Abstract #		

CLAIMANT'S NAME Sheraton at the Falls
 AND ADDRESS 300 Third Street
Niagara Falls, NY 14303

TERMS _____

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7/31/2015	1	Night Deposit to secure reservation for training September 27-30, 2015 for Nicole Black & Sayzie Mustafa		\$313.00
TOTAL				\$313.00

Due

CLAIMANT'S CERTIFICATION

Laura Golba certifies that the above account in the amount of \$ \$313.00 is true and correct, that the items, services and disbursements charges were rendered to or for the municipality on the dates stated; that no part has been paid or retained; that taxes from which the municipality is exempt, are not included; and that the amount claimed is actually due.

7/30/2015 DATE Laura Golba SIGNATURE Reservations Manager TITLE

(Space below for municipal use)

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

7/30/15 [Signature]
 Date Authorized Official

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

Date Auditing Board



TOWN OF NEWBURGH

8

1496 Route 300, Newburgh, New York 12550

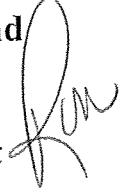
RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor and
Members of the Town Board

From: Ronald E. Clum, Town Accountant 

Date: August 12, 2015

Re: Consulting Agreement for Affordable Care Act (ACA)

On July 6, 2015 two representatives from CPA-HR made a presentation at the Towns Board meeting regarding the various filing, tracking, and reporting issues associated with the Affordable Care Act (Obamacare).

At that time the board asked me to research other firms that provide the same type of service. I reached out to one other firm named Haylor, Freyer, & Coon, Inc. based out of Syracuse, New York.

The two firms identified above came in with the following price quotes:

CPI-HR	\$9,000.00
Haylor, Freyer, & Coon, Inc	\$9,205.00

Based upon price alone CPI-HR should be awarded the contract. I would also like to point out the following as it pertains to Haylor, Freyer, & Coon, Inc:

- They contract out with another firm the software portion that does the tracking of employees.
- They would have us install software in which the Accounting and Personnel staff would have to do a lot of work, whereas the other company would the work.

At this time I would like to ask the Board to approve the contract for ACA reporting and tracking to CPI-HR in the amount of \$9,000.00.

I have attached their agreement along with the quote from Haylor.



Consulting Agreement

This consulting agreement is made the July 15, 2015 (the effective date) until July 14, 2016 by and between Town of Newburgh, (the Client) and Corporate Plans, Inc. doing business as CPI-HR (the Company).

Whereas, Client wishes to obtain the services of Company set forth herein; and

Whereas, Company wishes to provide such services to Client.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follow:

1. Scope of Services to be provided by Company

Company will provide the following services to the Client with respect to Affordable Care Act (ACA) activities related to Client's health and welfare benefits programs mandated by this law and regulations issued thereunder:

- **Education and ACA policies and procedures for policies**
 - Educate Administration, Business Office and Human Resources on ACA legislation, requirements and procedures
 - Make recommendations and assist with implementation on ACA draft policies
 - Draft ACA required policies
 - Update policies as legislation changes
 - Create a recommended action plan for ACA policy compliance
 - Review current required policies and procedures
 - Report on legislative updates
 - Ongoing support for questions and concerns
- **Look back period review**
 - Review of part-time tracking compliance
 - Review of affordability compliance
- **Employee tracking information and services**, electronic ACA software platform designed to comply with federal mandates.
 - Advise Client concerning policy on standard measurement, administration and stability periods
 - Consult with Client concerning regulatory tracking and filing requirements for ACA
 - Track variable employee benefits eligibility using tracking system and payroll information provided by Client
 - Ability to easily access historical data and generate reports to meet external audit requirements
 - Ensure continuous compliance as federal changes are introduced
 - Track eligibility and affordability issues associated with multiple measurement, stability, and administrative periods across complex employee demographics
 - Provide timely and accurate forms for IRS 6055 and 6056 reporting (1094 & 1095)

2. Cost of Services

In consideration of the Services, Client agrees to pay Company a fee of \$9,000. This fee is payable in two installments, with the first installment being billed 8/15/15, for completion of work outlined in the contract and the Services will continue until July 14, 2016. Either party may terminate this Agreement by providing a thirty (30) days' notice to the other party. In the event this agreement is to be terminated, Client shall be entitled to a refund of an equitable portion of any fees that have been paid with respect to periods of time after termination.

3. Personnel

Company will assign its personnel according to the needs of the Client based on the skill and experience of the Company's employees and according to the disciplines reasonably required to complete the appointed task. Company retains the right to substitute personnel.

Primary Service Team:	Michael Grinnell, Vice President
	Kirsten Tudman, Vice President

4. Clients Responsibility

Client will make available such information as may be reasonably requested for Company to perform the Services. Such information will be provided promptly and will be correct and complete. It is understood by the Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this agreement. Client will make timely payment of the service fee as set forth elsewhere in this agreement.



5. Fiduciary Responsibility

Client acknowledges that: Company shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; Company shall exercise no authority or control with respect to management or disposition of the assets of Clients employee benefit plans; and Company shall preform services pursuant to this agreement in a non-fiduciary capacity. Client agrees to notify Company as soon as possible of any proposed amendments to the plans legal documents to the extent that the amendments would affect Company in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agents or vendors to submit) all information in its (or their) control reasonably necessary for Company to perform the services covered under this agreement.

6. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are sequent hereby superseded. Subsequent amendments to this Agreement shall only be in writing by both parties.

Town of Newburgh

Signature

Date

Title

Corporate Plans Inc. (CPI-HR)

Signature

Date

Title



Ronald Clum <rclumaccountant@townofnewburgh.org>

ACAWORKS quote for Town of Newburgh

1 message

TAugostini@haylor.com <TAugostini@haylor.com>

Fri, Aug 7, 2015 at 3:03 PM

To: Ronald Clum <rclumaccountant@townofnewburgh.org>

Hi Ron,

Attached is the quote from a company called ACAWorks. Here are some highlights and what I am still trying to negotiate on your behalf.

1. \$2,050 set-up fee. Still negotiating this with possibly spreading this over multiple years.
2. \$2.25 per employee per month. With 265 Town of Newburgh employees at \$2.25 per employee per month it equates to \$596.25 per month or \$7,155 annually (trying to negotiate for just reporting and not tracking).
3. Total first year fee = \$9,205

ACAWorks also provided pricing for mailing employees their necessary forms which the Town can do itself just like it handles W2s. They also will do the electronic filing for a fee but because you already file W2 information I am sure you do not need this option.

I will call you in a few minutes to discuss. Thanks.

Tom

Tom Augustini
Employee Benefits Consultant
Haylor, Freyer & Coon, Inc.
Cell: 607-206-0929
Phone: 607-797-2003
Fax: 315-362-5775



TOWN OF NEWBURGH ACAWorks 8.6.15.pdf

546K

An ACAWorks Proposal

TOWN OF NEWBURGH | AUGUST 6, 2015

ACAWorks (powered by RiskRT®) empowers employers to make informed and accurate decisions as they plan and manage health benefits and ACA compliance. Our cloud-based platform allows for access anytime, anywhere! ACAWorks provides security, availability and performance without having to purchase, install and maintain expensive hardware or software.

Accurate Calculations | Accurate Reports | NO Surprises

ACAWorks: Why do I need it?

Beginning in March 2016, the IRS will require all companies with 50+ employees to file 1094-C and 1095-C forms under Sections 6055 and 6056. Rules under Section 6055 require entities providing minimum benefits coverage to an individual to file a return and transmittal form with the IRS for every calendar year of coverage. Section 6056 requires you to report information to both the IRS and your respective employees on the healthcare coverage you offer to your employees.

Preparing for the ACA reporting requirements requires a recordkeeping system that delivers appropriate information and reports so there are no surprises at reporting time. As an employer you must be aware of at least 15 different situations to stay on top of your compliance with the ACA. Combining payroll data, benefits enrollment information, and complex ACA rules; the ACAWorks control center will summarize the actions required for each of those 15 situations. Because the information is coming in real-time, making analysis possible at any time, you can evaluate your risks month by month.

Using the innovative software solution, ACAWorks, you gain a real-time recordkeeping tool that will not only determine which of your employees are eligible for coverage, but also give you the information you need to automatically populate your annual ACA reports. Let us worry about the complicated regulations so that you can focus on your business.

ACAWorks: Key Objectives

- **Applicable Large Employer Status:** Calculate and determine your status as an applicable large employer (ALE) using extensive algorithms.
- **Payroll Data Configuration:** Import your payroll data from any payroll system that can export to a CSV file. If you have more than one payroll system, RiskRT® allows multiple payroll systems to be combined into one location for quick and convenient analysis.
- **Detailed Employee Information:** Track a wide range of your employee information, such as paycheck history, gaps in service, and benefit eligibility using specific measurement periods. Additionally, RiskRT® can forecast future results, and has options for pay code exclusions for entries that do not represent paid hours of service.
- **Employee Status Alerts:** Monitor individual employees and provide alerts for those who may need re-classification due to a status change.
- **Seasonal and Educational Tracking:** Track employees in agricultural, education, and service industries, as required.
- **IRS Reporting:** Generate information for IRS reports 1094-C and 1095-C.
- **Virtual Training Center:** Deliver program implementation with full step-by-step instructions for payroll/benefits integration and product education.
- **Technology:** Provide security, availability, and performance without having to purchase, install and maintain expensive hardware or software and, with no change required to your existing HR and Payroll systems.

ACAWorks: Implementation

With the help of our dedicated team, you will be guided through a series of steps to onboard your organization into the ACAWorks recordkeeping system. Successful implementation requires your attendance at a general information webinar to become familiar with ACA recordkeeping best practices. We will also need to gather specific data about your organization, including payroll data in a defined format. Once implementation begins and data is imported, our Fast-Track process can have you up and running in ACAWorks in as little as five business days. Regular communication between your team and the ACAWorks team will be necessary throughout implementation. Much of this communication can happen simply through e-mail and webinars. Our ACAWorks team members are not authorized to give any legal or tax advice. We are happy to refer you to one of our trusted ACA legal experts if you require legal or tax advice.

ACAWorks: Features & Functionality

ACAWorks

FEATURES & FUNCTIONALITY

TECHNOLOGY

- Cloud-based/Web Services independence creates compliance for employers' existing HR systems, including benefits administration, payroll, and HRIS.
- Automated and ongoing employer ACA compliance with no change required to existing HR systems
- Imports payroll data from multiple systems
- HIPAA Compliant

ACA COMPLIANCE MANAGEMENT

- Complete tracking and eligibility are available across complex employee environments.
- Automatic eligibility tracking for all employee status - variable, FT, PT, rehire, seasonal, LOA and educational
- Detailed employee information tracks paycheck history, gaps in service and benefit eligibility and enables forecasting of future results
- Real-time visibility for month by month risk evaluation
- Set Look back, Measurement, Administrative and Stability periods
- Modeling and analytics facilitate the optimization of the 23 data elements and the 15 different ACA compliance scenarios.
- Extensive algorithms calculate and determine Applicable Large Employer Status (ALE)
- Automatic status alerts for those employees that may need re-classification

REPORTING

- IRS 6055 & 6056 Reporting
- Generates information for proposed 1094-C & 1095-C reports
- Employee and Employer report distribution (*filing and distribution fees apply*)

FIVE-STEP IMPLEMENTATION

- Step One: Initial Webinar Orientation, Assign Dedicated Team
- Step Two: Master Implementation Plan, Statement of Work, Identify payroll data fields, Employer sign off
- Step Three: Data scrubbing and export, ACA Info database
- Step Four: System Configuration - Pay Code Set up, EE classifications, Measurement Periods, Benefit plans, System Training
- Step Five: Go Live

ONGOING

- Virtual Training: Videos, Tutorials, Email ticket support
- Strategize With An Expert: Trusted ACA specialist attorneys

ACA Assured: Extended Peace of Mind

ACAWorks gives you the opportunity to manage your exposure under the Affordable Care Act (ACA) by empowering you to make informed and accurate decisions regarding your health benefits. You've reduced your risk of compliance penalty fees to the best of your ability with the ACAWorks software, but are you still looking for peace of mind?

ACAWorks has partnered with ACA Assured™ to provide you with that peace of mind by assuring that you're on track in your ACA strategy. ACA Assured is powered by legal experts of the Cicotte Law Firm, PLLC - a group who has worked with the ACA rules and regulations since its inception.

ACA Assured is an optional feature that works to help you avoid unexpected liabilities by verifying the results of the ACAWorks software, answering your unique questions, and reviewing your compliance strategies. ACA Assured can even review your end-of-year forms to verify compliance with reporting requirements. Knowing that your company is using accurate data in ACAWorks will help you plan, strategize, and implement changes to prevent unexpected ACA penalties and issues.

The biggest comfort afforded by ACA Assured is an optional Audit Protection package. An IRS audit could consume the time, energy, and resources of valued members of your organization that are much better suited to be developing your business. ACA Assured + Audit Protection will work directly with IRS auditors to resolve the audit - saving you time and money in the process.

With the ACAWorks software paired with the guidance and assistance of ACA Assured + Audit Protection, you have the best tools available for handling the mandates, requirements, and regulations of the Affordable Care Act.

All ACA Assured and Audit Protection plans must be purchased within 14 days of executed agreements or during the client's renewal month each year.

ACA Assured

- ✓ Assessment and analysis report of the potential liabilities and penalties under ACA
- ✓ Suggested ACA compliance strategies
- ✓ Review of IRS audit triggers to help minimize risk of audit relating to ACA compliance

ACA Assured + Audit Protection

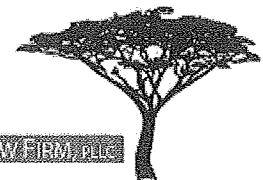
- ✓ Assessment and analysis report of the potential liabilities and penalties under ACA
- ✓ Suggested ACA compliance strategies
- ✓ Review of IRS audit triggers to help minimize risk of audit relating to ACA compliance
- ✓ Representation and resolution assistance in the event of an IRS audit relating to ACA compliance

Individual Legal Service

- ✓ Connection with experts in the healthcare administration field to ensure benefit plan compliance and reduction of future liabilities

ACA ASSURED

THE CICOTTE LAW FIRM, PLLC



ACAWorks: Pricing & Assumptions

EMPLOYER NAME:	TOWN OF NEWBURGH
PROPOSED EFFECTIVE DATE:	TBD
NUMBER OF EMPLOYEES ² :	265

ONE-TIME SET-UP FEE ¹ :	\$2,050
ONGOING FEE ² :	\$2.25 PEPM ³

IRS ELECTRONIC FILING FEE:	\$520 for the first EIN Annually, \$100 per additional EIN Annually
PAPER EMPLOYEE STATEMENT FEE:	\$1.30 per employee statement <i>(includes completion, printing, and mailing)</i>
ELECTRONIC EMPLOYEE STATEMENT FEE:	\$0.95 per employee statement ⁴

ACA ASSURED:	\$545 for the first EIN Annually, \$110 per additional EIN Annually
ACA ASSURED + AUDIT PROTECTION:	\$1,345 Annually, \$110 per additional EIN Annually

¹ Fees may increase based upon payroll data file complexity and/or changes to the assumptions listed below.

² Ongoing fees include all full-time, part-time, variable, and seasonal employees.

³ A change in employee population of +/- 20% may result in the re-evaluation of monthly administration fees.

⁴ By offering electronic statements, the employer will be provided with an instructional notice to distribute to employees. Those employees must go to a secure website, make their election to receive their statement electronically, create an online account, and will then have the ability to view, print, and download their statement themselves. Electronic statements will not be distributed via e-mail. Employees not using the electronic statement option will receive a paper statement subject to the paper employee statement standard fee.

Assumptions:

(1) payroll engine(s)
(2) medical insurance plan(s)

(1) employee classification(s) for insurance plan(s)
(1) EIN(s)

(1) employee group(s)/bargaining unit(s)
(2) client-user logins

ACAWorks (powered by RiskRT®) is an ACA tracking and informational tool only; to be used by the client to assist with reporting and compliance needs at the client's speed and direction. The client is responsible for all compliance requirements and shall indemnify, defend and hold ACAWorks harmless from and against any liabilities, claims, penalties, damages, and expenses arising from or claimed to have arisen from the performance by ACAWorks as it is not responsible for ensuring the accuracy, completeness, or final compliance of IRS laws and regulations.

PROPOSAL EXPIRES 30 DAYS FROM: **August 6, 2015**

Term for Rate Guarantee: **1 Year from Effective Date**

FOR QUESTIONS OR ADDITIONAL INFORMATION RELATED TO THIS PROPOSAL, YOUR PRIMARY CONTACT IS:

Regis Zezulewicz, BCC
412-446-4608
regisz@benxcel.com

To begin ACAWORKS implementation, please use the primary contact listed on the fees page of this proposal to get started. Remittance of the set-up fee listed in the invoice below to Benefit Coordinators Corporation is required to begin ACAWorks implementation, along with additional forms to be provided by your primary contact.

INVOICE	BENEFIT COORDINATORS CORPORATION
	ATTN: ACCOUNTING TWO ROBINSON PLAZA, STE. 200 PITTSBURGH, PA 15205

INVOICE DATE	GROUP NAME	GROUP IDENTIFICATION
8/6/15	TOWN OF NEWBURGH	ACAWORKS – New Group

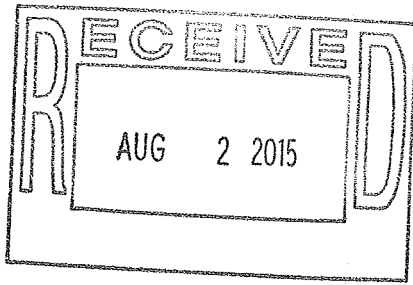
DESCRIPTION OF SERVICES	INVOICE AMOUNT	AMOUNT DUE
ACAWORKS: SET-UP FEE	\$ 2,050	\$ 2,050

PAY THIS AMOUNT ==>	\$ 2,050
-------------------------------	-----------------

MAKE CHECK PAYABLE TO: BENEFIT COORDINATORS CORPORATION
FILL IN ORGANIZATION ADDRESS IN FROM BOX & ENTER AMOUNT OF PAYMENT BELOW
DETACH BOTTOM PORTION AND RETURN WITH YOUR REMITTANCE

TO	BENEFIT COORDINATORS CORPORATION ATTN: ACCOUNTING TWO ROBINSON PLAZA, STE. 200 PITTSBURGH, PA 15205	INVOICE DATE	AMOUNT DUE
		8/6/15	\$ 2,050

OM	PRINT ADDRESS HERE: _____ _____ _____ _____	GROUP IDENTIFICATION	ENTER AMOUNT OF PAYMENT
		TOWN OF NEWBURGH ACAWORKS – NEW GROUP	



9/1/15

1203 Union Avenue
Newburgh, NY 12550
July 29, 2015

Mr. Gil Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Dear Mr. Piaquadio:

I live four houses past the Gardnertown Methodist Church on Union Avenue just up Gardnertown Road from your office. It has always been a little difficult backing out of my driveway due to the speed of the cars moving south on Union Avenue especially in the morning. It has gotten worse over the years.

Two mornings ago I backed out of my driveway after seeing no one coming, but in a flash there was a car bearing down on me. I accelerated as quickly as I could, but it wasn't fast enough for this driver. He decided to pass me by crossing the double line going at least 50 miles an hour, maybe more, without braking.

Here's my suggestion: How about making that stop sign on Gardnertown Road and Union Avenue a yield sign as it used to be, especially since no one is supposed to make a left turn off Rt. 300 onto Union Avenue. Move that stop sign and add another to the intersection of Second Street and Union Avenue, where there have been plenty of fender-benders and near misses, to make that intersection a three-way stop. That would slow the traffic some on Union Avenue, especially in the morning. School buses stop at that intersection as well. It's always an accident waiting to happen.

I don't think that this is an unusual request since I've seen such stop signs on other roads in the town, placed there in an obvious effort to slow down traffic. Once in a while there is a police officer sitting in the church parking lot, as there was yesterday morning, but it is rare and they rarely seem to be there at the right time. Union Avenue needs more.

I'm hoping that you can do something about this. Thank you.

Sincerely,

Thomas J. Fitzgerald

9B

507 Washington Ave.
Newburgh, NY 12550
August 14, 2015

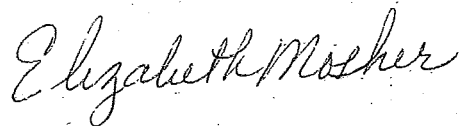
To Whom It May Concern:

Attached is a petition from residents of Washington Ave. requesting the Town of Newburgh to keep Roosevelt Ave. opened and unobstructed. We believe this is, among other things, a public safety issue. Washington Ave., indeed the entire greater Newburgh area, has grown significantly over the years. With this growth has come increased housing on Washington Ave and much heavier traffic on Route 52. There is inadequate sight distance from the west on Route 52. Exiting Washington Ave. onto Route 52 has become increasingly more dangerous thus we use Roosevelt Ave to exit onto Lakeside Rd. then to Route 52 or Route 17K, both of which have traffic lights.

Homeowners on Washington Ave have had continuous use of this road, thus constituting an easement/ right away for 50 years or more.

There may be a second page of signatures as people return home from vacation. I will submit it if needed.

Yours truly,



Elizabeth Mosher

Petition to keep Roosevelt Ave. Open to Washington Ave. Residents

We, the residents of Washington Ave., ask the Town of Newburgh to keep Roosevelt Ave. open for our use. This access between Washington Ave. and Lakeside Rd. has been in use for more than half a century by the residents of Washington Ave. and has provided a safe alternative to exiting directly onto Route 52. Roosevelt Ave. has been used by the Fire Dept. and the Police Dept. to reroute traffic when there have been accidents or other emergencies on Route 52 between Washington Ave. and Lakeside Rd. Roosevelt Ave. has been the access route for the delivery of propane (tank is just inside the double gate) to the Mosher/Blankenship house since the 1960s and the vehicle access to the shed and basement of the Mosher property.

Elizabeth Mosher 507 Washington Ave
JUAN CARLOS PAFACIO 533 WASHINGTON AVE
Jim Pontecorvo - 533A Washington Ave
Sharon Rollman - 587 Washington Ave
Sara da Cunha - 536 Washington Avenue
Victor da Cunha - 536 Washington Avenue
Wayne R. Vredenburg 526 Washington Ave
Beth Lamey 522 Washington Ave.
Camille Stevens 507 Washington Ave
Albert H. Foor 510 WASHINGTON AVE



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

July 31, 2015

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Ron Clum, Accounting

FROM: Robert J. Petrillo, Commissioner

RE: 2015 Budget Transfer Request

At this time we are requesting a budget transfer in the amount of \$16,000 from 7110-0100 Facility – Personal Services to 7140-0497 Summer Program – Maintenance Contracts/Leases/Rentals.

This transfer is required to cover the cost of camp trips and buses. Please note, we received only one bid on our bus bid solicitation this year leaving no cost comparison option. All camps are full to capacity requiring the four buses for all trips.

Regards,

Robert J. Petrillo
Commissioner

NEED FROM MR KAPLAN:

TO PUT INTO
OUR REC. BOOKLET

~~10~~ 108

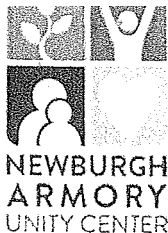
- SCHEDULE 4 CLASSES

- STARTING MARCH → ENDING DEC } 2016

WE CAN INCLUDE THIS WITH THE REGISTRATION FORM IN OUR BOOKLET

- IS THERE ANY RECREATIONAL PROGRAMS BEING OFFERED ??

BASKETBALL / SOCCER FOR FREE ??



FREE SATURDAY MORNING ENRICHMENT CLASSES

SUMMER SESSION: July 11 through August 29

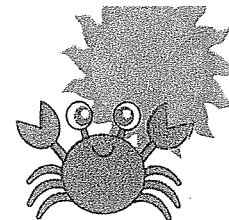
Completed registration forms may be dropped off in person or mailed to:

Newburgh Armory Unity Center: 321 S. William Street, Newburgh, NY 12550

For More Information: Tel. 845-245-4035

Fax. 845-563-0611

Email. info@newburgharmory.org



Please indicate which classes you are registering for by checking the boxes and then fill out registration form on the reverse side of this page:

FAMILY FRIENDLY READING READINESS TIME (NEW)

As a follow-up to our successful series of workshops in June, parents/caregivers and their preschool to pre-K children are invited to take part in hour-long classes in which they will be engaged in reading, writing and talking activities that can be used every day. **SPECIAL**

NOTE: Children who have been enrolled in our popular "Getting Ready for Reading" and "Counting the Days" classes will also be invited to take part in this expanded program designed to help children build the learning foundation for entering school.

9-10 am: ages 3-5 10-11 am: ages 3-5

IPAD, YOU PAD, WE ALL LEARN WITH IPADS (NEW)

In this new technology-focused class young children, as well as any parents/caregivers who would like to participate, will be taught to use Apple iPADS to play word and math games and read stories together, all designed to develop early literacy and math readiness skills.

9-10am: Ages 5-6 10-11am: Ages 3-4

FOOD, FITNESS, FUN!! (NEW)

Did you know that you can make spaghetti noodles out of squash? Have you ever wondered what yoga is? Interested in learning the latest dance steps, while getting healthier in the process? Come and learn all this, and many more interesting food and fitness fun facts, in this course! Kids of all ages, as well as families, can learn something new in this course about being healthy, while having fun. **SPECIAL NOTE: Children under 7 must have a parent/guardian with them.**

NO 9 am Class 10-11:30 am: Open to all

CRAZY K'NEX CONSTRUCTION - ENGINEERING 101

Students in this class will learn basic engineering concepts, while using the popular K'nex building system to complete problem-solving projects that explore the laws of motion, gravity, and other forces of energy. Each session will feature one challenging activity, such as creating the longest suspension bridge, the tallest skyscraper, or the most durable crash-testing vehicle.

9-10am: Grades 4-7 10am - 11am: Grades 1-3

MATH MIND-STRETCHING FUN & GAMES

In mathematics there is often only one answer to a problem, but there are many mind-stretching ways to find it. In this class, students will have lots of fun playing games and doing other exciting hands-on activities that demonstrate how useful it is to have solid math operational skills to draw upon.

9am - 10am: Grades 4-7 10-11am: Grades K-3

KITCHEN CHEMISTRY & OTHER SCIENCE STUFF

In this course, students will use common household items, most found in the kitchen, while learning about energy, heat and chemical reactions. Special weeks will also be devoted to hands-on projects, such as building solar cars and constructing and launching rockets.

9-10am: Grades K-3 10-11am: Grades 4-6

GUITAR STARS

Learn what it takes to be a rock star or folk musician. Advanced and beginner classes are available. Students will be placed in classes according to skill levels. **SPECIAL NOTE: Limited space available.**

Commitment fee required.

9am Advanced 10am Beginner
 9am Beginner 10am Advanced

CHALLENGING CHESS & CHECKERS TOO

Instruction will be provided in learning the sophisticated strategies required to become a chess master, as well as the more basic moves needed to be crowned a checkers champ. Friendly competitions following instruction will be staged each session.

9-10am: Open to All 10-11am: Open to All

A TASTE OF ART, A TOUCH OF CRAFTS

In this class, students will spend alternating weeks developing their skills as artists or working on seasonal craft projects. In the process, they will get practice doing everything from producing pastel sketches in the manner of Picasso to creating origami animals.

9-10am: Grades 4-7 10am - 11am: Grades 1-3

MAKING MUSIC WITH FRIENDS & FAMILY

In this family-friendly workshop led by African Drummer Expert Kazi Oliver, participants will learn how to play a variety of percussion instruments. **SPECIAL NOTE: Children must be joined by a parent or other responsible adult in order to take part in this class.**

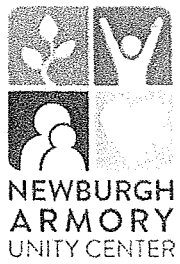
9-10am: Open to All 10-11am: Open to All

KARATE KICK STARTS CONFIDENCE BUILDING

Becoming a Zen Martial Arts student is a fantastic way for kids to stay fit while learning self-defense. The program instills confidence and self-discipline while improving coordination and self-control. **SPECIAL**

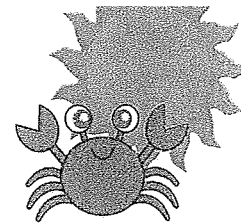
NOTE: A fee is required for participation. Scholarships are available. Open to All.

8am-9am 9am-10am 10am-11am



FREE SATURDAY MORNING ENRICHMENT CLASSES

SUMMER SESSION: July 11 through August 29



Completed registration forms may be dropped off in person or mailed to:

Newburgh Armory Unity Center: 321 S. William Street, Newburgh, NY 12550

For More Information: Tel. 845-245-4035

Fax. 845-563-0611

Email. info@newburgharmory.org

To Register Please Fill Out the Form Below Completely:

Child's Information

First Name: _____ Last Name: _____

DOB: _____ Gender: Male Female

Street Address: _____

City: _____ Zip: _____

Phone: _____ Email: _____

School: _____ Grade: _____

Please List any existing Medical Conditions, Allergies, or Physical Limitations: _____

How did you first hear about the Saturday Enrichment Programs?

Friend Employee Website School Facebook Other: _____

Emergency Contact Information

First Name: _____ Last Name: _____

Phone Number: _____ Relationship to Registrant: _____

Photo Release & Liability Waiver

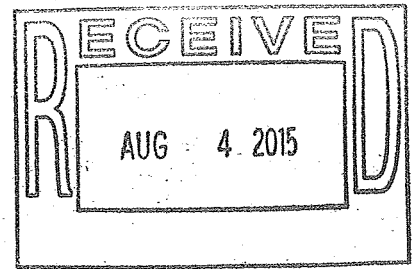
Due to the growth of the NAUC's programs and the growth in number of its participants, the NAUC has found it necessary to instill policies for all its registrants:

I hereby enroll my child in the NAUC Saturday Morning Enrichment Program. In signing this application, I certify that my child is healthy and is free of problems that could affect his/her ability to participate. I hereby grant the NAUC, and their representatives, full authority to take whatever actions they deem necessary regarding my child's health and safety. I fully release the NAUC from any liability in connection therewith. I understand that I am responsible for the cost of any and all medical expenses incurred during program time and that my medical insurance is primary. I understand that my child must comply with all rules and standards of the program. I agree that the NAUC has the right to enforce appropriate standards and that the NAUC may terminate my child's participation if these standards are not maintained. I further give my consent for my child to be photographed or videotaped, and hereby release those images to be used by the NAUC in print or other media.

I, the undersigned, have read the above policies, and understand and agree to their terms.

Printed Name: _____ Signature: _____ Date: _____

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



MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board

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

DATE: August 4, 2015

RE: PB \ HAMPTON INN & SUITES (Route 17K & Crossroads Court)
PB # 2014-16

Attached for the Town Board's approval are cost estimates for the Stormwater Pollution Prevention \ Soil & Erosion Control Plan (SWPPP) and Landscaping for the above referenced project. Based on recommendations received from Pat Hines, Planning Board Consultant, it is recommended that a cost estimate of \$368,422 be approved for the SWPPP and \$71,337 be approved for the landscaping.

In addition to providing performance securities in the above amounts, the Developer needs to submit the required escrow deposits for SWPPP inspection and landscaping inspection. These are \$4,000 and \$3,000 respectively (separate deposits are required).

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

JWO/id

Attachment

cc: M. Taylor, Attorney
G. Canfield, Code Compl. Supervisor
J. Ewasutyn, P.B. Chairman
P. Hines, MH&E
J. Dates, Maser Consult.

ENGINEERS DRAINAGE ESTIMATE - Hampton Inn (Crossroads Court & 17K)

Tax Lot # 95-1-45.12

(Planning Board Project No. 2014-16)

Date: July 8, 2015

Approximate

<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Engineer's Estimate Total</u>
4.55	AC.	Soil Erosion Control	\$3,200	\$14,560
1	L.S.	Stormtech SC-740 Subsurface Systems (4 Systems)	\$82,000	\$82,000
293	L.F.	Drainage pipe (12" HDPE)	\$45	\$13,185
332	L.F.	Drainage pipe (15" HDPE)	\$55	\$18,260
616	L.F.	Drainage pipe (18" HDPE)	\$68	\$41,888
72	L.F.	Drainage pipe (24" HDPE)	\$75	\$5,400
4	EA.	Outlet Control Structure (OCS E, S, 6, & 7)	\$5,500	\$22,000
10	EA.	Biofiltration Outlet Control Structure	\$3,500	\$35,000
4	EA.	End Section (HDPE)	\$600	\$2,400
1	EA.	Concrete Headwall	\$6,100	\$6,100
1	EA.	Stormwater Manhole	\$3,600	\$3,600
2	EA.	Stormwater Catch Basin / Drain Inlet	\$3,500	\$7,000
1	EA.	Yard Inlet	\$1,500	\$1,500
1	EA.	NS - Storm Manhole (18")	\$850	\$850
14	EA.	NS - Storm Manhole (24")	\$1,050	\$14,700
1	EA.	Contech Filtera (4x4)	\$8,660	\$8,660
1	EA.	Contech Filtera (4x6)	\$13,240	\$13,240
1	EA.	Contech Filtera (6x8)	\$18,540	\$18,540
75	C.Y.	Rip Rap	\$62	\$4,659
1,098	S.Y.	Biofiltration Area (2.5' media, 8" stone, 3" mulch, piping)	\$50	\$54,900
			Sub-Total	\$368,442
			Total	\$368,442

~~4% Contech Engineering Association Fees~~

Notes:

Unit cost includes materials, excavation, installation, & backfilling.

MC Project No. 12000031B

LANDSCAPE BOND ESTIMATE - Hampton Inn & Suites Site Plan (Crossroads Court and 17K)

Tax Lot # 95-1-46.12
(Planning Board Project No. 2014-16)

Date: July 8, 2015

PLANT SCHEDULE (Unit price includes delivery, installation & 2-year warranty)

Quan.	Botanical Name	Common Name	Height	Caliper	Root	Remarks	Unit Cost	Estimated Total
20	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE		2.5-3"	B&B	Straight Leader/Sym. Branching	\$350.00 EA	\$7,000
1	FRAXINUS PENNSYLVANICA 'PATMORE'	GREEN ASH		2.5-3"	B&B	Straight Leader/Sym. Branching	\$350.00 EA	\$350
2	NYSSA SYLVATICA	BLACK TUPELO		2.5-3"	B&B	Straight Leader/Sym. Branching	\$350.00 EA	\$700
2	QUERCUS PHELLOS	WILLOW OAK		2.5-3"	B&B	Straight Leader/Sym. Branching	\$350.00 EA	\$700
8	ZELKOVA SERRATA 'VILLAGE GREEN'	VILLAGE GREEN ZELKOVA		2.5-3"	B&B	Straight Leader/Sym. Branching	\$350.00 EA	\$2,800
6	CHAMAECYPARIS OBTUSA 'GRACILIS'	SLENDER HINOKI CYPRESS	6-6'		CONT.	Typical Species Habit	\$200.00 EA	\$1,200
18	PICEA ABIES	NORWAY SPRUCE	6-7'		B&B	Typical Species Habit	\$200.00 EA	\$3,600
33	THUJA PLICATA 'SPRING GROVE'	SPRING GROVE ARBORVITAE	5-6'		CONT.	Typical Species Habit	\$60.00 EA	\$2,640
2	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	8-10'		B&B	Clump/Full Head	\$220.00 EA	\$440
2	BETULA NIGRA 'HERITAGE'	HERITAGE RIVER BIRCH	8-10'		B&B	Clump/Full Head	\$250.00 EA	\$500
5	CARPINUS BETULUS 'FRANS FONTAINE'	FRANS FONTAINE HORNBEAM		1.75-2"	B&B	Single Leader/Full Head	\$250.00 EA	\$1,250
3	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN		1.75-2"	B&B	Single Leader/Full Head	\$250.00 EA	\$750
10	PRUNUS SARGENTII 'COLUMNARIS'	COLUMN SARGENT'S CHERRY		1.75-2"	B&B	Single Leader/Full Head	\$220.00 EA	\$2,200
15	BUXUS MICROPHYLLA 'WINTER GEM'	WINTER GEM BOXWOOD	24-30"		CONT.	Typical Species Habit	\$40.00 EA	\$600
2	CORNUS AGONIAFOIAL 'GOLDEN SHADOWS'	GOLDEN SHADOWS PAGODA DOGWOOD	30-36"		CONT.	Typical Species Habit	\$45.00 EA	\$90
22	CLETHRA ALNITOLIA 'HUMMING BIRD'	HUMMINGBIRD SUMMERSWEET	24-30"		CONT.	Typical Species Habit	\$31.00 EA	\$682
35	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF CYPRESS			#3 CONT.	Typical Species Habit	\$33.00 EA	\$1,155
6	HYPERICUM X 'HIDCOTE'	HIDCOTE ST. JOHN'S WORT	24-30"		CONT.	Typical Species Habit	\$28.00 EA	\$168
29	HYDRANGEA PANICULATA 'LIMELIGHT'	LIMELIGHT HYDRANGEA	30-36"		CONT.	Typical Species Habit	\$40.00 EA	\$1,160
63	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY HOLLY	24-30"		CONT.	Typical Species Habit	\$35.00 EA	\$2,205
27	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	24-30"		CONT.	Typical Species Habit	\$28.00 EA	\$756
13	LEUCOTHOE FONTANESIANA 'LOVITA'	DROOPING LEUCOTHOE	18-24"		CONT.	Typical Species Habit	\$28.00 EA	\$364
10	PINUS STROBUS 'NANA'	DWARF EASTERN WHITE PINE	3-4'		CONT.	Typical Species Habit	\$40.00 EA	\$400
5	RHODODENDRON 'PJM'	PJM RHODODENDRON	24-30"		CONT.	Typical Species Habit	\$43.00 EA	\$215
11	SALIX INTEGRAL 'HAKURO NISHIKI'	DAPPLIED WILLOW	30-36"		CONT.	Typical Species Habit	\$45.00 EA	\$495
13	SPIRAEA JAPONICA 'SHIROBANA'	SHIROBANA SPIREA	18-24"		CONT.	Typical Species Habit	\$28.00 EA	\$364
40	ECHINACEA PURPUREA 'PRAIRIE SPLENDOR'	PRAIRIE SPLENDOR CONEFLOWER			1 GAL. CONT.	Clumps	\$14.00 EA	\$560
14	HEMEROCALLIS STELLA D' ORO	STELLA D' ORO DAYLILY			1 GAL. CONT.	Clumps	\$14.00 EA	\$198
26	HUECHERA 'SILVER SCROLLS'	SILVER SCROLLS CORAL BELLS			1 GAL. CONT.	Clumps	\$14.00 EA	\$364
82	LIRIOPE MUSCARI 'BIG BLUE'	LILYTURF			1 GAL. CONT.	Clumps	\$14.00 EA	\$1,148
51	NEPETA X MUSSINII	CATMINT			1 GAL. CONT.	Clumps	\$14.00 EA	\$714
9	PENNISETUM ALDPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS			1 GAL. CONT.	Clumps	\$14.00 EA	\$126
							Plant Sub Total	\$35,892
Bio-Filtration Plant Schedule (Typical)								
1	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	24-30"		CONT.	Typical Species Habit	\$28.00 EA	\$28
11	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	SUMMERSWEET	18-24"		CONT.	Typical Species Habit	\$19.00 EA	\$209
3	CORNUS AMOMUM	SILKY DOGWOOD	24-30"		CONT.	Typical Species Habit	\$31.00 EA	\$93
9	CORNUS SERICEA	RED-OSIER DOGWOOD	24-30"		CONT.	Typical Species Habit	\$31.00 EA	\$279
27	ILEX GLABRA COMPACTA	INKBERRY	24-30"		CONT.	Typical Species Habit	\$35.00 EA	\$945
9	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	30-36"		CONT.	Typical Species Habit	\$41.00 EA	\$369
12	ASTER NOVI-BELGII	NEW YORK ASTER			#1 CONT.	Clumps	\$14.00 EA	\$168
15	DESCHAMPSIA CAESPITOSA	TUFTED HAIRGRASS			4" POTS	Clumps	\$4.50 EA	\$68
19	ECHINACEA PURPUREA	CONEFLOWER			#1 CONT.	Clumps	\$14.00 EA	\$266
25	IRIS VERSICOLOR	BLUE FLAG IRIS			#1 CONT.	Clumps	\$14.00 EA	\$350
22	JUNCUS EFFUSUS	COMMON RUSH			4" POTS	Clumps	\$4.50 EA	\$99
4	MISCANTHUS SINENSIS 'VARIEGATUS'	VARIEGATED MAIDEN GRASS			#1 CONT.	Clumps	\$14.00 EA	\$56
18	RUDBECKIA HIRTA	BLACK-EYED SUSAN			#1 CONT.	Clumps	\$14.00 EA	\$252
							Bio-Filtration (TYP) Sub Total	\$3,182
							Bio-Filtration Sub Total (8 Areas)	\$25,456
LANDSCAPE MATERIAL								
122	Shredded Hardwood Mulched Area (3" Thickness, Delivered, Installed)						\$52.00 CY	\$6,340
24,331	Seeded Area (Topsoiled, Installed and Hayed)						\$0.15 S.F.	\$3,650
							Landscape Material Sub Total	\$9,990
							TOTAL	\$71,337

MC Project No. 12000031B

11B

LEGGETTE, BRASHEARS & GRAHAM, INC.

**PROFESSIONAL GROUNDWATER AND
ENVIRONMENTAL SERVICES**

600 East Crescent Avenue, Suite 200
Upper Saddle River, NJ 07458
PHONE 201-818-0700
FAX 201-818-0505
www.lbgweb.com

August 13, 2015

Mr. James W. Osborne, P.E.
Town Engineer
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

RE: Cost Proposal for Identifying Potential
New Water-Supply Well Locations
Town of Newburgh, New York

Dear Mr. Osborne:

The hydrogeologic and environmental consulting firm of Leggette, Brashears & Graham, Inc. (LBG) is pleased to present this proposal and cost estimate to the Town of Newburgh, New York (the Town) for provision of services related to assessing the potential for development of a groundwater supply, and if warranted, identifying locations for one or more possible future supply wells. While consideration will be given to all of the groundwater bearing formations in the Town (bedrock formations and unconsolidated deposits), our preliminary review of information available from our files suggest that any future well(s) intended for use as a groundwater supply will most likely target one of the more extensive sand and gravel units that reportedly underlie the area.

The proposed work will be initiated with the collection and review of existing information on local groundwater conditions (e.g., published and unpublished hydrogeological and geological reports, and well records). The gathered information will be used to develop a town-wide GIS-based map depicting identified extensive sand and gravel deposits, major bedrock faults and structures, and high-yielding well locations. The information review would also be followed by the completion of a preliminary fracture-trace survey of those areas in the Town considered to be underlain by bedrock formations associated with reported conditions capable of potentially supporting municipal supply well demands. Specifically, the fracture trace analysis will provide for a more detailed assessment localized bedrock formation groundwater yield potential and possible considerations of future well installation locations.

SCOPE OF WORK

Based on our experience in conducting similar investigations elsewhere, as well as our understanding of your specific needs, we propose completing the following tasks:

Task I – Hydrogeological Data Review.

The completion of this task would include the collection and review of readily-available hydrogeologic data and information obtainable from the Town and LBG files, and other publically-accessible sources such the New York State Geologic Survey (NYSGS), New York State Department of Environmental Conservation (NYSDEC), New York State and Orange County Departments of Health, and the United States Geological Survey (USGS). To this end, we will attempt to obtain and review hydrogeologic and geologic maps and reports, well logs, pumping test data, regional bedrock structure maps, historical groundwater level and quality data, and other relevant information. The results of our review will be used to characterize the potential for developing groundwater supplies from the unconsolidated and bedrock aquifers underlying the Town, and the associated recharge potential. We assume that the Town will provide us with copies of any relevant data and information which it may possess, including identification of the land that is potentially available for future well installations.

Task II – Selection of Potential Sites.

The completion of this task will involve utilizing the reviewed information to prioritize hydrogeologically favorable areas within the Town that should be considered for future well sites. Additional aspects we will consider in prioritizing the sites include access and ownership, possible impacts from identified and potential contamination sources, proximity to streams and wetlands, and existing Town water-supply distribution system proximity. The prioritization will also consider the type of well construction and potential for interference with existing water supply sources and resources, along with water-quality considerations.

Task III – Summary Report and Recommendations.

The results of the Tasks I and II work will be summarized in a letter report and submitted to the Town. The report will include recommendations regarding proposed well installations relative to those areas identified as being potentially favorable. The type(s) of aquifer(s) underlying the target sites will be identified (e.g., sand and gravel and/or bedrock) along with recommendations for appropriate well construction and testing. We will include appropriate recommendations in the event that the hydrogeologic conditions at a respective site warrant implementation of further exploration by way of test borings or surficial geophysical surveys.

COST ESTIMATE

The lump sum cost for providing consulting services in connection with the proposed scope of work is \$6,600. We will implement the proposed work upon receipt of notice to proceed from the Town. We estimate the completion time for the project is about 60 days, contingent upon availability of existing relevant data and requested file searches.

Thank you for the opportunity to submit this proposal and associated cost estimate, we look forward to working with the Town on this project. If you have any questions or need additional information, please call.

Very truly yours,

LEGETTE, BRASHEARS & GRAHAM, INC.



Karen Benson
Hydrogeologist/Associate



Frank J. Getchell, P.G.
Hydrogeologist/Sr. Vice President

KB:ak

**AGREEMENT BETWEEN
THE CITY OF NEW YORK AND THE
TOWN OF NEWBURGH FOR THE DESIGN OF PORTIONS OF
THE TRI-MUNI CONNECTIONS**

THIS AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2015, by and between the **CITY OF NEW YORK** (the “City”), a municipal corporation of the State of New York, acting by and through the **NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“DEP”), having its principal office at 59-17 Junction Boulevard, Flushing, New York 11373, and the **TOWN OF NEWBURGH**, New York (the “Town”), having its principal office at 1496 Route 300, Newburgh, NY 12550 (each, a “Party” and collectively, the “Parties”).

WHEREAS, DEP operates and maintains the New York City water supply system and is responsible for providing drinking water to more than eight million residents in New York City, as well as approximately one million upstate residents, including users who rely on a water supply from connections between the City’s Delaware Aqueduct and the City’s Catskill Aqueduct, including the Town, the Town of New Windsor (“New Windsor”), and the City of Newburgh (“NB City”) (the Town, New Windsor and NB City are sometimes collectively referred to herein as the “Munis”); and

WHEREAS, DEP has identified leaks in sections of the Delaware Aqueduct and has committed capital funds to address such leaks to ensure the long-term sustainability of its ability to supply water through the Delaware Aqueduct as part of a project known as “Water for the Future” (“WFF”); and

WHEREAS, in connection with WFF, DEP plans to construct a new tunnel segment to bypass a leaking section of the existing Delaware Aqueduct tunnel, which will require DEP shutting down the Delaware Aqueduct for extended periods of time; and

WHEREAS, in connection with WFF, DEP will conduct repairs to the Catskill Aqueduct and perform certain rehabilitation work, which will also require extended shutdowns; and

WHEREAS, each of the communities that take water from the New York City water supply are required to maintain a back-up water supply system and enter into a water supply agreement with

the New York City Water Board; and

WHEREAS, DEP and the Munis have participated in the preparation of the Facility Plan/Basis of Design Report dated April 2014 (the “Facility Plan”) that has been drafted by consultants retained by Orange County Water Authority for this purpose; and

WHEREAS, the Facility Plan sets forth certain interconnections and related infrastructure to allow for water sharing between NB City, New Windsor and the Town, and/or their respective water districts, during the WFF shut downs (the “Tri-Muni Connections”); and

WHEREAS, the Facility Plan concludes that the infrastructure designed to service the Town’s water districts will also provide potable water to satisfy the regular and peak demand of the Town of Marlborough, for which the Town supplies water, during the planned WFF shut down(s); and

WHEREAS, in order to assist the Town, New Windsor and the Town of Marlborough, and/or their respective water districts, each of which rely on the New York City water supply as a primary source of water supply, and to facilitate their ability to sustain an extended shutdown of the Delaware Aqueduct or Catskill Aqueduct for any reason, including reasons related to DEP’s operational needs, DEP is willing to provide funding to be used towards designing the Tri-Muni Connections; and

WHEREAS, the Town has agreed to complete the design of the portions of the Tri-Muni Connections that are planned to service the Town with funding to be provided by DEP, as more specifically described below; and

WHEREAS, DEP intends to enter into agreements with each of the other Munis for provision of funds for the design of such Muni’s respective portion of the Tri-Muni Connections;

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Parties agree as follows:

1. Registration Required

This Agreement shall not take effect until it is registered pursuant to Section 328 of the New York City Charter. The date of registration shall be referred to as the “Effective Date” of this Agreement.

2. Expiration, Termination and Extension of Agreement

Unless otherwise extended in writing by both Parties and except for the provisions herein which expressly survive this Agreement, this Agreement shall expire on the completion of the Project (as defined in Section 3, below), unless terminated sooner pursuant to the terms of this Agreement.

3. Design Work

a) The Town will be responsible for the Design Work, as defined below, related to the construction of the portions of the Tri-Muni Connections set forth on Exhibit A (the "Project").

b) The design of the Project (the "Design Work") shall be completed by the Town, through its own professional staff or through consultants who, if necessary, are licensed to practice in the State of New York, as required.

c) Scope of Design Work

The Design Work shall comprise all engineering, surveying, scientific, legal and other professional services that are necessary to prepare for the construction of the Project, including, but not limited to:

- (i) preparation of a design report for the Project based on the Facility Plan;
- (ii) all necessary field engineering and survey work (including aerial photography and GIS mapping as necessary);
- (iii) all necessary environmental review and approval process work, including the preparation of assessments, notices, and procedural documentation;
- (iv) performance of soil borings and investigation of the results;
- (v) preparation of plans and specifications for the construction of the Project (the "Plans and Specifications"), in accordance with the

Recommended Standards for Water Works [2007 Edition]: Policies for the Review and Approval of Plans and Specifications for Public Water Supplies and with Subpart 5-1 of the State Department of Health (“NYSDOH”) Sanitary Health Code and any other applicable guidelines set forth by the NYSDOH, unless otherwise approved by DEP;

(vi) all work necessary to prepare the construction contract(s) for the Project (the “Construction Contract(s)”) and prepare plans for the management of all Project construction in accordance with the Plans and Specifications, including, without limitation, producing the bidding documents and developing testing protocols; and

(vii) a State-licensed professional engineer’s certified cost estimate for each component of the work set forth in the Construction Contract(s), as well as for all anticipated construction management services; and

(viii) identification of and obtaining any necessary easements or other appropriate instruments from the owners of the lands along the routes of the Project, including any highways, roads, streets and other property that the Town does not own and that, in the Town’s determination, will require easements or property rights in to allow it to own, operate and maintain the Project; and

(ix) identification of and obtaining any and all necessary approvals, consents or permits and any modifications to the Town’s existing permits that may be affected by the Project.

d) DEP Review

(i) In accordance with the milestones on Exhibit B, the Town shall submit the Plans and Specifications to DEP for review when they are ninety percent (90%) complete and DEP shall review and comment

upon the Plans and Specifications within two (2) weeks. To the maximum extent possible, the Town shall incorporate any and all revisions necessitated by DEP's comments in its final Plans and Specifications.

(ii) As soon as practicable after the date hereof, the Town shall submit to DEP a list of all property owners from which a permanent easement or other property rights are required and all permits required in connection with the Project.

4. Management of Design Work

a) The Town shall be responsible for managing all aspects of the Design Work in accordance with this Agreement and for ensuring the completion of the Design Work in accordance with the terms of this Agreement.

b) Milestones

The Town will be responsible for completing the Design Work in accordance with the milestones set forth in Exhibit B hereto. Failure to do so will give the City the option to declare an event of default under this Agreement.

c) Coordination with other Munis. The Town will be responsible for coordinating with the other Munis as necessary to complete the Design Work and to ensure that the Project will function with the other elements of the Tri-Muni Connections.

5. Costs

a) Eligible Costs. Subject to the restrictions set forth in this Section 5, the City agrees to pay for costs associated with the design of the Project in accordance with the terms and conditions in this Agreement ("Eligible Costs"). The Eligible Costs shall include the actual cost to the Town to perform the Design Work.

b) Total Eligible Costs. Notwithstanding anything to the contrary herein, the aggregate total of all Eligible Costs payable by the City hereunder shall not exceed six hundred thousand

dollars (\$600,000.00) ("Total Eligible Costs"). The Town shall be responsible for any and all costs above the Total Eligible Costs.

c) Administration of Funds by the Town. The Town shall manage, coordinate and administer the costs and payments required in connection with the Design Work in accordance with the terms hereof, including compliance with the milestones set forth in Exhibit B hereto. the Town shall deposit all funds received pursuant to this Agreement in an account not to be co-mingled with funds from other sources and shall use such funds solely to fulfill its obligations hereunder. In no event shall any funds distributed by DEP to the Town under this Agreement be used for any expense other than Eligible Costs.

6. Payment

a) Advance Payment. Within approximately ninety (90) days after the Effective Date, the City shall pay the Town the sum of fifty thousand dollars (\$50,000.00) to be used for Eligible Costs (the "Advance") related to the Design Work. The Town shall submit to DEP itemized vouchers demonstrating allocation of such funds to Eligible Costs prior to receiving any subsequent payment.

b) Subsequent Release of Funds. Once the Advance has been allocated to Eligible Costs, DEP shall release funds on a reimbursement basis within ninety (90) days of receipt of a proper request for reimbursement from the Town, but not more than once a month.

c) Payments by the Town. The Town must require that all requests for payments from the Town by its consultants for Eligible Costs be made by itemized voucher. Such vouchers shall include documentation demonstrating that the services for which payment is sought have actually been performed, and that the vouchers cover an Eligible Cost as defined in this Agreement. Where appropriate, the documentation supporting the voucher may include items such as purchase orders, canceled checks, certified payroll records and machinery use records. The Town shall ensure that all funds advanced or released to it shall be used exclusively for Eligible Costs incurred in connection with Project activities as set forth herein.

d) Right to Examine Books. All receipts and disbursements of funds pursuant to this Agreement are subject to audit by the City or the State of New York (the "State") and the Town agrees to cooperate with any such audit of this Agreement.

e) Excess Costs. Any costs or expenses related to the Design Work that exceed the Total Eligible Costs or are determined by DEP to not qualify as an Eligible Cost shall be borne by the Town.

f) Delays or Incomplete Work. If the Town is in material breach of the terms of this Agreement, including the milestone schedule set forth on Exhibit B, and such breach is not cured in accordance with Section 28, below, in addition to any other rights or remedies available to it at law or in equity, the City shall be entitled to withhold payment otherwise due to the Town in an amount that represents the cost to cure the breach and covers any reasonable damages resulting directly from such breach.

g) Payment Dispute. In the event of a dispute between the Town and DEP as to the Town's documentation or expenditures, it is understood and agreed that such dispute shall be brought to the Commissioner of DEP (the "Commissioner") for a determination. The Commissioner shall examine the material submitted by each party and may, in his or her discretion, convene an informal conference with the Parties and any other designee of the Commissioner to resolve the issue by mutual consent prior to reaching a determination. The Commissioner may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either Party or both Parties as he or she deems fit.

7. **Independent Contractors**

a) The Town agrees and acknowledges that it and its consultants are independent contractors and not employees of DEP or the City. Accordingly, none of the Town or any of its consultants or any of their respective employees or agents performing services in connection with this Agreement will hold themselves out as, or claim to be, officers or

employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, disability benefits coverage, unemployment insurance benefits, Social Security coverage or employee retirement membership or credit.

b) All persons who are employed by the Town and all consultants or independent contractors who are retained by the Town to perform services for the Town in connection with the Design Work are also not under contract with the City. The Town, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged in connection with this Agreement. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Town and its consultants, or any of their respective officers, employees, or agents, or for taxes of any nature. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

8. **Insurance**

a) Prior to the Effective Date of this Agreement, the Town must provide evidence that it has procured, and must maintain throughout the term of this Agreement, the insurance set forth in Part I of Exhibit C hereto. The City, together with its officials and employees, shall be named as an additional insured on the required commercial general liability insurance policies as set forth in Exhibit C.

b) Before they commence any work on the Project, the Town shall require its consultants and subconsultants to procure and provide evidence of insurance in the types and amounts set forth in Part II of Exhibit C hereto, and require that such insurance be maintained during the entire period of their respective contracts to provide such work. The City, together with its officials and employees, shall be named as an additional insureds on the required commercial general liability insurance as set forth in Exhibit C. Proof of insurance for each

and every policy required hereunder, as required in Exhibit C, shall be furnished to DEP for review and approval before the relevant work is commenced.

9. **Indemnification**

a) To the fullest extent permitted by law, the Town shall indemnify, defend and hold the City and its employees and agents (the "Indemnitees") harmless against any and all claims (including, but not limited to, claims asserted by any employee of the Town or any of its consultants and/or subconsultants) and costs and expenses of whatever kind (including, but not limited to, payment or reimbursement of reasonable attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Town and its consultants and/or subconsultants in the performance of this Agreement or the Town's and/or its consultants' and/or subconsultants' failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section 9 by way of cross-claim, third-party claim, declaratory judgment action or otherwise. The Parties expressly agree that the indemnification obligation hereunder contemplates (i) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (ii) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a *pro rata* basis.

b) The Town shall include a provision in all of its contracts for the Design Work covered by this Agreement requiring that its consultants and/or subconsultants shall indemnify, defend and hold the Indemnitees harmless to the same extent set forth in paragraph (a), immediately above, provided that such indemnification, defense and hold-harmless provisions may be restricted to operations and failures to comply by the respective consultant and/or

subconsultant, and need not include operations and failures to comply by the Town unrelated to the consultant or subconsultant and by unrelated consultants and/or subconsultants.

c) Indemnification under this Section or any other provision of this Agreement shall operate whether or not the Town and its consultants and/or subconsultants have placed and maintained the insurance required under Section 8.

d) The Town waives all rights against the City for any damages or losses for which either is covered under any insurance required under this Agreement (whether or not such insurance is actually procured) or any other insurance applicable to the operations of a consultant or subconsultant of the Town.

e) The provisions of this Section shall not be deemed to create any new right of action in favor of any third parties against the City.

10. Acceptance of Final Payment

The acceptance by the Town, or by anyone claiming by or through it, of final payment under this Agreement, whether such payment be made pursuant to any judgment of any court or otherwise, shall constitute and operate as a release of the City from any and all claims of and liability to the Town for anything heretofore done or furnished by the Town relating to or arising out any work done pursuant to the terms of this Agreement, and for any prior act, neglect or default on the part of the City or any of its officers, agents or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Agreement or law.

11. Notices

All notices required or permitted hereunder shall, unless otherwise specified, be in writing and be delivered by hand, or by overnight mail or by certified mail, return receipt requested, to the Parties at the following respective addresses:

To DEP and the City:

New York City Department of Environmental Protection
71 Smith Avenue
Kingston, New York 12401
Attn: Todd West/Dan Michaud

With a copy to:

New York City Department of Environmental Protection
Bureau of Legal Affairs
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373
Attn: General Counsel

To the Town:

Town Supervisor
1496 Route 300
Newburgh, New York 12550

With a copies to:

Town Engineer
1496 Route 300
Newburgh, New York 12550

and

Town Attorney
1496 Route 300
Newburgh, New York 12550

Either Party may, from time to time, change its address(es) for notices by giving notice of such change to the other Party in the manner specified in this Section.

12. Compliance with Public Procurement Requirements

The Town shall, in soliciting or procuring contracts for any of the Design Work, comply with all public procurement requirements that are applicable to the Town under State or local law, or that would be applicable to the Town under State or local law or any regulations thereunder if it were funding such work itself.

13. Administration of Contracts

The Town shall be responsible for administering all contracts necessary to complete the Design Work in such a manner as to ensure compliance with all applicable laws and regulations. Upon request, the Town shall provide DEP with a copy of any contract entered into by it with respect to any aspect of the Design Work and of any subcontract entered into by its consultant(s).

14. Design Work Contract(s)

a) Any contract between the Town and any person, firm or other entity for the performance of work on any aspect of the Design Work hereunder, and any subcontract thereunder, shall contain the following:

(i) a requirement that the consultant or subconsultant, as applicable, perform such work in accordance with the terms hereof, and with all applicable federal, State and local laws and regulations;

(ii) a provision requiring the consultant or subconsultant, as applicable, to indemnify the Indemnitees to the same extent and on the same conditions set forth in Section 9 of this Agreement;

(iii) a provision stating that nothing in such contract or subcontract shall be deemed to create any contractual relationship between the consultant or subconsultant and the City;

(iv) a provision stating that nothing contained in such contract or subcontract shall impair the rights of the City under this Agreement;

(v) a requirement that the consultant or subconsultant, as applicable, obtain insurance upon the terms and conditions and in the amounts set forth in Section 8 and Exhibit C;

(vi) a statement that the consultant or subconsultant, as applicable, has not engaged and will not engage in any unlawful discrimination based upon actual or perceived race, color, creed, religion, religious practice,

political beliefs or affiliations, ancestry, national origin, sex, sexual orientation, gender, disability or other handicap, predisposing genetic characteristics, pregnancy, age, veteran or military status, marital/familial status, partnership status, arrest or conviction record, status as a victim of domestic violence, stalking or sex offenses, unemployment status, or status with regard to public assistance or any other class protected by federal, state or local law with respect to all employment decisions, including but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoffs, termination, and all other terms and conditions of employment; and

(vii) a provision making any subcontracting by the consultant or subconsultant, as applicable, subject to approval by the Town.

b) The Town agrees that, before it enters into any contracts for performance of the Design Work, it will seek the approval of DEP for the proposed consultant, and upon request by DEP, will submit a copy of the proposed consulting contract for DEP review and comment. To the maximum extent practicable, the Town will accommodate the comments of DEP. DEP agrees that its approval of any proposed consultant will not be unreasonably withheld or delayed.

c) The Town agrees that it is fully responsible to DEP for the acts and omissions of its consultants and subconsultants and of persons either directly or indirectly employed by such consultants and subconsultants as it is for the acts and omissions of any person directly employed by it.

d) The Town shall not in any way be relieved of any of its responsibilities, duties and liabilities under this Agreement by virtue of entering into any contract or subcontract for the performance of any portion of the Design Work.

15. **The Town's Representations and Warranties**

a) The Town represents and warrants that:

(i) it has all requisite power and authority to execute, deliver and perform this Agreement;

(ii) this Agreement has been duly authorized by all necessary action on its part, has been duly executed and delivered by the Town and, assuming due execution and delivery by the City and registration under Section 328 of the City Charter, constitutes the legal, valid and binding agreement of the Town, enforceable in accordance with its terms; and

(iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or default under any provision of applicable law, charter, ordinance or regulation or to the extent of its knowledge, of any material agreement, judgment, injunction order, decree or other instrument binding upon it.

b) Acceptance by the Town of funds from the City hereunder shall be deemed at such time to be a reaffirmation of the foregoing representations and warranties.

16. **City's Representations and Warranties**

a) The City represents and warrants that:

(i) it has all requisite power and authority to execute, deliver and perform this Agreement and that DEP is a validly authorized and existing agency of the City, with full right and power to act on behalf of the City in the execution, delivery and performance of its obligations hereunder;

(ii) the execution, delivery and performance by the City of this Agreement, through DEP, are within the powers of the City and DEP

and have been duly authorized by all necessary action by or in respect of, or filing with, any governmental body, agency or official (except for the approval by the Mayor of the City and registration of the Agreement pursuant to Section 328 of the City Charter), and prior appropriations for the costs of this Agreement have been made by the City and DEP;

(iii) this Agreement will, when executed by the City and registered pursuant to Section 328 of the City Charter, and assuming the due execution and delivery by the Town, constitute the legal, valid and binding agreement of the City and DEP, enforceable in accordance with its terms; and

(iv) the execution and delivery of this Agreement by the City, through DEP, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or default under any provision of applicable law, charter or ordinance or regulation or, to the extent of the City's knowledge, any material agreement, judgment, injunction, order, decree or other instrument binding upon the City.

17. No Discrimination

The Town agrees that it has not and will not, in connection with the performance of this Agreement, engage in any unlawful discrimination based upon actual or perceived race, color, creed, religion, religious practice, political beliefs or affiliations, ancestry, national origin, sex, sexual orientation, gender, disability or other handicap, predisposing genetic characteristics, pregnancy, age, veteran or military status, marital/familial status, partnership status, arrest or conviction record, status as a victim of domestic violence, stalking or sex offenses, unemployment status, or status with regard to public assistance or any other class protected by federal, state or local law with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoffs, termination, and all other terms and conditions of employment.

18. Compliance with Law

The Town agrees that it will comply with all federal, State and local laws, rules and regulations in performing its obligations hereunder and in prosecuting and ensuring the completion of the Design Work.

19. Incorporation of Applicable Laws

The Parties agree that each and every provision of federal, State or local law, rule, regulation or order applicable to this Agreement, that is required to be included in this Agreement, is incorporated herein by this reference. Furthermore, it is hereby stipulated that every such provision is to be deemed inserted herein, and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith, upon the application of either Party, be amended by any such insertion so as to comply strictly with such law, rules, regulation or order and without prejudice to the rights of either Party.

20. Cooperation with Investigations

The Parties agree to cooperate fully and faithfully with any investigation, audit or inquiry relating to the subject matter of this Agreement conducted by a State, City or other municipal governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency or entity that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry. Any breach or violation of the foregoing may be deemed a breach or violation of a material provision of this Agreement.

21. Copyrights and Access to Information

The City shall have the right to use all written materials, documents, data and information that are gathered or prepared pursuant to the Agreement for any purpose deemed appropriate by the City. In furtherance thereof, the Town hereby grants to the City a royalty-free,

worldwide, non-exclusive, perpetual, irrevocable license to use, execute, reproduce, make, modify, adapt, display, perform and create derivative works of, all written material, documents, data and information that are gathered or prepared pursuant to this Agreement, including, but not limited to, all designs, plans, specifications and models created hereunder.

22. Infringements

The Town shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for any damages and from the costs and expense to which the City may be subject or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Town, its consultants and/or subconsultants of any copyright, trademark, trade secrets or patent rights or any other property or personal right of any third party in the performance of this Agreement. Insofar as the facts or law relating to any claim would preclude the City from being completely indemnified by the Town, the City shall be partially indemnified by the Town to the fullest extent permitted by law.

23. No Claim Against Officers, Agents or Employees

No claim whatsoever shall be made by either Party against any individual officer, agent or employee of the other Party for, or on account of, anything done or omitted in connection with this Agreement.

24. Waiver

Neither Party shall be deemed to have waived the observance or performance of any term or provision of this Agreement, or any default hereunder, except pursuant to a written instrument of waiver signed by such Party. No waiver of the observance or performance of any term or provision of this Agreement, or of any default hereunder, shall be deemed to be a waiver of any subsequent failure to observe or perform this Agreement, or of any subsequent default hereunder.

25. Protection of City Property

a) The Town assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, that may be used in the performance of this Agreement, where such loss or damage is caused, either directly or indirectly, by the acts, conduct, omissions, failure to comply with the provisions of this Agreement or law, or lack of good faith of the Town, its officers, managerial personnel and employees, or any person, firm, company, agent or others engaged by the Town as expert, consultant or subconsultant hereunder.

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

26. Retention of Records

a) The Town agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment under, or termination of, this Agreement, whichever is later. City, State and federal auditors and any other persons duly authorized by DEP or the Town shall have full access to and the right to examine any of said materials during said period, including ensuring that any funds administered under this Agreement were applied in accordance with the terms and conditions herein. The Parties shall have the right, at any time during normal business hours, to inspect, examine and/or make copies of any such books, records or other documents. The same right shall be afforded to representatives of the State Comptroller or the City Comptroller, or any other person duly authorized by DEP or the Town.

b) All receipts, management and disbursements of funds provided by the City pursuant to this Agreement, and the records and accounts evidencing such receipts, management and disbursements, shall be subject to audit by the State Comptroller and by the City, including the City Comptroller, pursuant to the rights and powers of such officials as conferred upon them by State and City law. The Town agrees to cooperate with any such audits.

c) The Town shall prepare and maintain its records and accounts of receipts, management and disbursements of funds under this Agreement in accordance with generally accepted government accounting standards and shall provide a summary of such records and accounts to DEP as requested.

27. Early Termination

The City may terminate this Agreement in the event that:

- a) any litigation has been filed that would, in DEP's opinion, adversely affect the Town's ability to fulfill the obligations herein and meet the milestones in Exhibit B;
- b) the Town has failed to meet, or in DEP's opinion, the Town's progress reports indicate it is likely to fail to meet, one of the milestones in Exhibit B; or
- c) the City determines there has been a material default under any provision hereof and such breach has not been cured by the Town in accordance with Section 28.

28. Default

a) If either Party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than fifteen (15) calendar days after written notice of such default is received by the defaulting Party from the non-defaulting Party, the non-defaulting Party may, in addition to any other rights or remedies available at law or in equity, suspend its performance or terminate this Agreement by written notice of suspension or termination to the defaulting Party, specifying a date of suspension or termination which shall not be less than five (5) business days from the date such notice is sent. However, if such default cannot reasonably be cured within fifteen (15) calendar days, the Agreement may not be terminated if: (i) the defaulting Party commences appropriate actions to cure the default prior to the end of the fifteen (15) day period, (ii) such actions have been approved in writing by the non-defaulting Party, and (iii) the defaulting Party thereafter diligently prosecutes the actions necessary to cure the default to the complete satisfaction of the non-defaulting Party.

b) In addition to any other right or remedy available to the City at law or in equity, if the Town defaults in the observance or performance of any material term of this Agreement, including compliance with the milestones set forth on Exhibit B hereto (which shall be deemed a default of a material term of this Agreement), and such default continues for more than fifteen (15) calendar days after written notice of such default is received by the Town from the City, the City may withhold future payments to the Town and demand that the Town return to DEP, within thirty (30) days of receipt by the Town of the City's demand therefor, any funds advanced to the Town pursuant to Section 6, above, and not yet spent on Eligible Costs. However, if such default cannot reasonably be cured within fifteen (15) calendar days, the Agreement may not be terminated if: (i) the Town commences appropriate actions to cure the default prior to the end of the fifteen (15) day period, (ii) such actions have been approved in writing by the City, such approval not to be delayed, and (iii) the Town thereafter diligently prosecutes the actions necessary to cure the default to the complete satisfaction of the City.

c) Notwithstanding the foregoing, in the event noncompliance with any of the milestones set forth on Exhibit B hereto is the result of the failure or refusal of another Muni to provide access to its records or property, or to execute any necessary easements or other appropriate instruments to allow access over the lands along the routes of the Project, as required for the performance or completion of the Design Work within fifteen (15) calendar days following written request therefor to such other Muni, and the Town has notified DEP of such failure or refusal within five (5) calendar days following the expiration of said fifteen (15) day period, then the failure to comply shall not be deemed a default of this Agreement and the remaining milestones shall toll for the period the other Muni fails or refuses to cooperate. If such failure or refusal by the other Muni continues for a period of sixty (60) calendar days or more, then either the Town or City may terminate this Agreement upon ten (10) days' written notice and the Town shall thereupon return any funds advanced to the Town pursuant to Section 6, above, and not yet spent on Eligible Costs.

29. Force Majeure

The period of time during which either Party is prevented or delayed in any performance or fulfilling of any obligation under this Agreement, other than the payment of money, due to unavoidable delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, Acts of God, prohibition by a governmental agency of proper jurisdiction enacted or issued after the date of execution of this Agreement (not including a failure to obtain a necessary approval), acts of the public enemy or acts of terrorism, shall not be considered a basis for default under this Agreement. Notwithstanding the occurrence of such a force majeure event, in the event that the City determines that the Town will not be able to meet the milestones in Exhibit B hereto, or in the event of a prohibition by a governmental agency, the City may terminate this Agreement in accordance with the terms herein. As a condition to the Town's right to avail itself of a force majeure defense, it must give the City written notice of such claimed force majeure event not later than three (3) business days following the occurrence of such force majeure event.

30. Amendments

This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties and the Office of the City's Corporation Counsel. This Agreement can be terminated by mutual agreement with the written consent of both Parties and the consent of the Office of the City's Corporation Counsel.

31. No Third-Party Beneficiaries

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

32. Assignment and Subcontracting

This Agreement may not be assigned, in whole or in part, except pursuant to a written instrument signed by both of the Parties. Except for any contract between the Town and its employees, the Town agrees not to enter into any subcontract for, or assignment of, the performance of its obligations under this Agreement, in whole or in part, other than contracts with consultants for

performance of the Design Work under Section 14, without the prior written approval of DEP. A copy of each such proposed subcontract agreement shall be submitted to DEP with the written request for approval.

33. Cooperation; Obligation to Provide Documents

Both Parties acknowledge and agree that during the term of this Agreement each shall cooperate with the other and provide each other promptly with all documentation, reports, and information that may be necessary to carry out their respective obligations under this Agreement.

34. Choice of Law; Specific Performance

a) This Agreement shall be governed by and construed in accordance with the laws of the State. To the fullest extent permitted by law, the Parties consent to the jurisdiction of the Supreme Court of the State of New York in connection with any action by either Party against the other pursuant to this Agreement.

b) The Parties each hereby agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. Accordingly, the Parties acknowledge and hereby agree that, unless this Agreement has been terminated in accordance with the terms set forth herein, in the event of any breach or threatened breach by the Town or the City of any of their respective covenants or obligations set forth in this Agreement, the non-breaching Party shall be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Agreement.

35. Severability; Entire Agreement

a) If any provision of this Agreement or its application is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

b) This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral.

36. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Commissioner of the New York City Department of Environmental Protection, or his or her designee, on behalf of the City and the Town Supervisor on behalf of the Town of Newburgh, have executed this Agreement, in quadruplicate, one part to be filed with the Comptroller of the City of New York, one part to be retained by the Department of Environmental Protection and two parts to be delivered to the Town of Newburgh.

THE CITY OF NEW YORK

TOWN OF NEWBURGH

BY: _____
Name:
Title:
Department of Environmental Protection

BY: _____
Name:
Title: Town Supervisor

Dated: _____, 2015

Dated: _____, 2015

Approval as to Form and Certification as to Legal Authority

Acting Corporation Counsel of the City of New York
Dated: _____

State of New York)

ss.:

County of _____)

On the _____ day of _____, in the year 2015, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York)

ss.:

County of _____)

On the _____ day of _____, in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Exhibit A

Description of Project

As described generically in Section 5.1 of the Facility Plan, construction of the Old Little Britain Road Interconnection, which includes a 12-inch diameter, 5,600 linear foot interconnection between Washington Lake Water Treatment Plant and the Town of Newburgh at Route 300 with a 1.9 million gallon per day pump station.

Exhibit B

Milestones

Solicit Design Proposals from prospective consultants	No later than 14 calendar days after Effective Date of the Agreement
Receive Design Proposals	No later than 45 calendar days after Effective Date of the Agreement
Select Design Engineer/ Award Contract	No later than 60 calendar days after Effective Date of the Agreement
Complete 70% Design/ Submit to Town of Newburgh and City of Newburgh	No later than 210 calendar days after Effective Date of the Agreement
Complete 90% Design/ Submit to DEP, NB City, Orange County Dept. of Health and New York State Dept. of Transportation	No later than 255 calendar days after Effective Date of the Agreement
Receive Comments from NB City, Orange County Dept. of Health and New York State Dept. of Transportation	No later than 285 calendar days after Effective Date
Final Plans & Specifications	No later than 330 calendar days after Effective Date

Exhibit C
Insurance Requirements

Note: All certificate(s) of insurance submitted pursuant to Section 8 of the Agreement must be accompanied by a Certification of Broker consistent with the form at the end of this Exhibit C and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The name of this Agreement and the number assigned to it by the City (in the "Description of Operations" field).

All such certificate(s) of insurance (including Certification(s) of Broker, where required) must be sent to the New York City Department of Environmental Protection, Bureau of Legal Affairs, ATTN: General Counsel, 19th Floor, 59-17 Junction Boulevard, Flushing, New York 11368.

I. **Specific Types of Insurance Coverage Required to be Maintained by the Town of Newburgh (Agreement, Section 7):**

- | | |
|-----------------------------------|---|
| • Worker's Compensation | Statutory per New York State Law without regard to jurisdiction
(See Part III(1), below) |
| • Employer's Liability | Statutory (See Part III(2), below) |
| • Disability Benefits Insurance | Statutory (See Part III(1), below) |
| • Commercial General Liability | \$2,000,000 per occurrence

\$4,000,000 aggregate, per project
Additional Insureds:
City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 or CG 20 26

(See Part III(3), below, for additional requirements) |
| • Commercial Automobile Liability | \$1,000,000 per accident Combined Single Limit
(See Part III(4), below) |

Section 1 Worker's Compensation and Disability Benefits Insurance:

Before performing any work under the Contract, the Contractor shall procure Worker's Compensation and Disability Benefits Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or services under the Contract.

Section 2 Employer's Liability Insurance:

Before performing any work under the Contract, the Contractor shall procure Employer's Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his or her employment under the Contract.

Section 3 Commercial General Liability:

The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under the Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified above, that applies separately to operations under the Contract. Such Commercial General Liability Insurance shall name the City as an Additional Insured. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 or 20 26.

Section 4 Commercial Automobile Liability:

(a) The Contractor will provide Commercial Automobile Liability Insurance covering liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with the Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.

(b) If vehicles are used for transporting hazardous materials, the Commercial Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

Section 5 Professional Liability Insurance

(a) The Contractor shall maintain and submit evidence of Professional Liability Insurance

appropriate to the type(s) of such services to be provided under the Contract in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under the Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

(b) All subcontractors of the Contractor providing professional services under the Contractor for which Professional Liability Insurance is reasonably commercially available shall also maintain Professional Liability Insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, and the Contractor shall provide to DEP, at the time of its request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to DEP.

(c) Claims-made policies will be accepted for Professional Liability Insurance. All such policies, except where the Contractor's professional services only entail the obtaining of easements or other recordable instruments, when title insurance is obtained, shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 6 Miscellaneous Requirements for Insurance Coverage and Policies

(a) All required insurance policies shall be procured from companies that are licensed to do business in the State of New York and have an A.M. Best rating of at least A- /VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Office of the New York City Corporation Counsel.

(b) All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

(c) The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

(d) There shall be no self-insurance program with regard to any insurance required under this Agreement unless approved in writing by DEP. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Exhibit C, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies.

(e) The City's limits of coverage for all types of insurance required under this Agreement shall be the greater of (i) the minimum limits set forth above in this Exhibit C or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

(f) The Contractor may satisfy its insurance obligations under this Agreement through primary policies or a combination of primary and excess/umbrella policies, so long as all policies

provide the scope of coverage required herein.

(g) Policies of insurance provided pursuant to this Agreement, other than those provided pursuant to Sections 1, 2 and 4, above, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

Section 7 Proof of Insurance

(a) For all types of insurance required by this Agreement, the Contractor shall file proof of insurance in accordance with this Section 7 within ten (10) days of award of the Contract.

(b) For policies provided pursuant to Sections 1 and 2, above, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to DEP. ACORD forms are not acceptable.

(c) For policies provided pursuant to all of this Exhibit C other than Sections 1 and 2, above, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to DEP. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Section 3, that the City is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10 or CG 20 26, as applicable; (c) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (d) the number assigned to this Agreement by the City. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in this Exhibit C or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

(d) Documentation confirming renewals of insurance shall be submitted to DEP prior to the expiration date of coverage of policies required under the Contract. Such proofs of insurance shall comply with the requirements of subsections (b) and (c), immediately above.

(e) The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Agreement upon the demand for such policy by DEP or the Office of the New York City Corporation Counsel.

Section 8 Operations of the Contractor:

(a) The Contractor shall not commence the Contract work unless and until all required certificates have been submitted to and accepted by DEP. Acceptance of a certificate does not excuse the Contractor from securing insurance consistent with all provisions of the Contract or of any liability arising from its failure to do so.

(b) The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by the Contract and shall be authorized to perform Contract work only during the effective period of all required coverage.

(c) In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Contract work, and shall not recommence work until authorized in writing to do so. Contract time shall continue to run during such periods and no extensions of time will be granted. The Contractor may be declared to be in default for failure to maintain required insurance.

(d) In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Exhibit C shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to DEP and (if the Contractor in question is the Town itself) to the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Exhibit C.

(e) Whenever notice of loss, damage, occurrence, accident, claim or suit to an insurance company is required under a policy maintained in accordance with this Exhibit C (whether on behalf of the Contractor as Named Insured or the City as Additional Insured), the Contractor shall provide timely notice thereof. Such notice shall comply with all of the following requirements:

- (i) The Contractor shall send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or suit resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, as well as the Named Insured."
- (ii) Whenever such notice is sent under a policy on which the City is an Additional Insured, the Contractor shall provide copies of the notice to the Comptroller, DEP and the City Corporation Counsel. The copy to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street - Room 1222, New York, New York 10007. The copy to DEP shall be sent to the address set forth at the beginning of this Exhibit C. The copy to the City Corporation

Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- (iii) If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the City for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

12

August 19, 2015

Declaring Balmville Tree Surplus

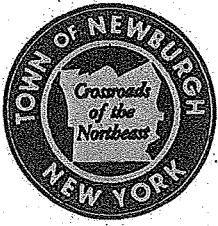
Distribution of small remains of the tree approx. 2" to approx. 20 people who have made a request.

One of the above requests is from Mr. Severo who wants to make a bench to be placed within the Park

I would like to see a piece preserved and placed on display at Town Hall interior or exterior

I am suggesting from this date forward Councilman Presutti examine future requests and have the power to grant or deny

13A



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief of Police

(845) 564-1100

August 3, 2015

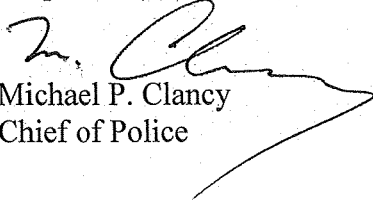
To: Town Board

From: Chief Michael P. Clancy

Subject: Authorization to Purchase Computer Equipment

I am requesting your authorization to purchase computer docking, mounting and other related equipment necessary to install laptops in four marked patrol units. All items are on New York State Bid, contract # PT65143. The total cost of these items will be \$9,775.40 which has been allocated in account # 3120.2.

Respectfully Submitted:


Michael P. Clancy
Chief of Police

TOWN OF NEWBURGH

Police Department
 300 Gardnertown Rd.
 Newburgh, New York 12550
 (845) 564-1100

DEPARTMENT Police Department

CLAIMANT'S NAME AND ADDRESS

Brite
 7647 Main Street Fishers
 Victor, NY 14564

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
8/3/2015	4	Docking Station fo Dell Latitude Laptops	\$652.00	\$2,608.00
	4	Dell Specific 90w power supply for havis docking station	\$138.89	\$555.56
	1	2013-2015 Ford Interceptor sedan passenger mount package	\$625.00	\$625.00
	3	2013-2015 Ford Interceptor utility passenger mount package	\$605.00	\$1,815.00
	4	L-tron 4910LR license reader- tracs compatible	\$339.00	\$1,356.00
	4	Pocketjet 6 plus engine printer	\$341.10	\$1,364.40
	4	BMS/ Pentax 3 year depot warranty	\$44.96	\$179.84
	4	Brother USB cable 10'	\$10.80	\$43.20
	4	Car adapter- Wired- 14ft for Pocketjet 3	\$17.10	\$68.40
	4	Armrest Printer Mount with Rock Over adjustable	\$215.00	\$860.00
	4	ChargeGuard Microprocessor controlled Equip. timeout timer	\$75.00	\$300.00
TOTAL				\$9,775.40

CLAIMANT'S CERTIFICATION

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

DATE

SIGNATURE

TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

APPROVAL FOR PAYMENT

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

Date

Authorized Official

Date

Auditing Board



7647 Main Street Fishers Victor NY 14564
 Telephone: (585) 758-0200
 FAX: (585) 758-0222
 Toll Free: (800)-333-0498
 salesinfo@britecomputers.com

NYS OGS: Brite Computers - PT65143

Quote

Date of Quote

7/31/2015

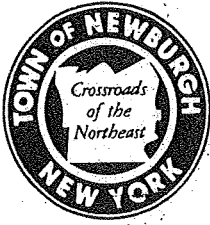
Quote #

Q61988

Bill To	Ship To
Town Of Newburgh Police 300 Gardnertown Rd Newburgh NY 12550	Town Of Newburgh Police 300 Gardnertown Rd Newburgh NY 12550

Quote Expirati...	Terms	PO #	Sales Rep	Shipping Via	FOB
9/30/2015			James M Foos		Brite Whse

Part Number	Description	Qty	Unit Price	Extended
HAV-DS-DELL-401	Docking Station for Dell's Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks (Advanced Port Replication)	4	652.00	2,608.00
HAV-LPS-105	Dell Specific 90w Power Supply for use with Havis Docking Station	4	138.89	555.50
HAV-PKG-PSM-241	2013-2015 Ford Police Interceptor Sedan Premium Passenger Mount Package	1	625.00	625.00
HAV-PKG-PSM-253	2013-2015 Ford Interceptor Utility & 2011-2015 Ford Explorer Premium Passenger Side Mount Package	3	605.00	1,815.00
SLTR-4910LR-151-LTRK	L-TRON 4910LR LICENSE READER KIT - TRACS COMPATIBLE NYSOGS	4	339.00	1,356.00
BRO-PJ623-NYSOGS	POCKETJET 6 PLUS ENGINE, 300-dpi, integrated USB/IrDA	4	341.10	1,364.40
BRO-207225-NYSOGS	BMS/PENTAX 3 YEAR DEPOT WARRANTY, PJ3/3PLUS/6/6PLUS	4	44.96	179.80
BRO-LB3603	BROTHER USB CABLE - 10FT	4	10.80	43.20
BRO-LB3692	Car Adapter - Wired - 14 Foot Length for Ruggetjet4 - PocketJet 3 (PLUS) and PocketJet 6 (PLUS)	4	17.10	68.40
HAV-C-ARPB-101	Armrest Printer Mount with Rock Over- Adjustable	4	215.00	860.00
LUN-CG-X	ChargeGuard Microprocessor controlled Equipment Timeout Timer	4	75.00	300.00



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Public
Granda
13B

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Town Supervisor
and Town Board Members

From: Charlene M Black, Personnel

Re: Police Department Employees

Date: August 14, 2015

Police Chief Michael Clancy presents Peter D'Errico, Jr and Michael Henderson for appointment as Police Officers from the competitive Orange County Police Officer List. Please know, Mr. D'Errico has passed his physical. Town Board approval can be granted to Mr. Henderson contingent upon passing the required physical and related tests.

I have attached a copy of the Employment Request Forms.

If you have any questions please contact me.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Peter D'Errico Jr.

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: F/T

HOURLY RATE: contractual

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120

PROPOSED HIRE DATE: ASAP

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

Michael P. Channing
DEPARTMENT HEAD SIGNATURE

8/12/15
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Michael Henderson

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: F/T

HOURLY RATE: Contract rate

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120

PROPOSED HIRE DATE: ASAP

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

M. P. Clary
DEPARTMENT HEAD SIGNATURE

8/7/15
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

14A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 Gidney Ave. Newburgh, NY 12550

To: Town Board

From: Chantel Haight, Animal Control Supervisor

Date: July 29, 2015

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

I am requesting authorization to use the T-94 account to pay for veterinary services from Stone Cottage Veterinary Hospital in July totaling \$359.00.

Attached please find the bill.

Thank you.

Cc: Accounting

TOWN OF NEWBURGH

645 Gidney Ave.
Newburgh, N. Y. 12550

DO NOT WRITE IN THIS BOX

Department Animal Control

CLAIMANT'S NAME AND ADDRESS
Stone Cottage Veterinary Hospital
154 Rt. 17 K
Newburgh, ny 12550

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

TERMS _____ Invoice # _____

Dates	Description of Materials or Services	Unit Price	Amount
7/15/15	#56 Pebbles - OVH		\$89.75
	4DX		\$28.50
	DHLPP Vx		\$12.50
	VB Vx		\$12.50
	Blood draw		\$7.60
	#57 Bam Bam - neuter		\$69.75
	4DX		\$28.50
	DHLPP Vx		\$12.50
	VB Vx		\$12.50
	Blood draw		\$7.50
	Doxycycline 150mg X2		\$54.00
	e-collar		\$26.00

CLAIMANT'S CERTIFICATION

Candice Hartmann certify that the above account in the amount of \$ 359.00
~~\$281.50~~
 and confirm that the debts, services and disbursements charged were rendered to or for the municipality on the dates stated; that no items, from which the municipality is exempt, are not included; and that the amount claimed is ACTUALLY DUE.

7/15/15 DATE [Signature] SIGNATURE tech. TITLE

COPY
 (Space below for municipal use)

DEPARTMENT APPROVAL

APPROVAL FOR PAYMENT

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

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

RECEIPT NUMBER	DATE	DESCRIPTION - CODE	CHARGE	PAYMENT	CURRENT BALANCE	PREVIOUS BALANCE	NAME
----------------	------	--------------------	--------	---------	-----------------	------------------	------

This is your RECEIPT for this amount ↑

↑ This is a STATEMENT of your account to date

ATTENDING DOCTOR'S STATEMENT

A. PHYSICAL EXAMINATION

- 1. Regular _____
- 2. Comprehensive _____
- 3. Recheck _____
- 4. Consultation _____
- 5. _____

FEE

F. TREATMENTS

- 1. Worming _____
- 2. Ear Cleaning/Flushing _____
- 3. In-hospital Medication _____
- 4. _____ injections @ _____
- 5. _____ injections @ _____
- 6. Catheter _____
- 7. I.V. Fluids _____
- 8. _____
- 9. _____

FEE

INSTRUCTIONS:

#56 Pebbles
#57 Bam Bam

B. IMMUNIZATIONS

- 1. DHLP-Parvo Bordetella \$25.00
- 2. Corona X2
- 3. Rabies _____
- 4. CVR _____
- 5. Feline Leukemia ↓ \$7.50
- 6. Lyme Vaccine _____

G. ANESTHESIA/SEDATION

- 1. Sedation _____
- 2. General Anesthesia _____

Client's Name Newburgh

C. MEDICATION DISPENSED

- 1. Doxyl 150mg X2 \$34.00
- 2. _____
- 3. _____

H. DENTISTRY

- 1. Teeth Cleaning _____
- 2. Dental Extractions _____

Animal's Name(s) Animal

D. PET FOOD & SUPPLIES

- 1. cat food \$26.00
- 2. _____

Address Control

E. LABORATORY & X-RAYS

- 1. General Health Panel _____
- 2. Comprehensive Panel _____
- 3. Complete Blood Count _____
- 4. Fecal _____
- 5. Heartworm Test _____
- 6. Urinalysis _____
- 7. Electrocardiogram (EKG) _____
- 8. Bacterial Culture/Sensitivity _____
- 9. Fungal Culture _____
- 10. Histopathology (Biopsy) _____
- 11. X-Ray _____ initial set
- 12. X-Rays _____ additional views
- 13. X-Rays _____
- 14. Feline Leukemia Test _____
- 15. Lymes Test (HW) X2 \$57.00

I. SURGERY

- 1. spay \$89.75
- 2. neutx \$104.75

Telephone # _____

J. GROOMING

- 1. Pet Grooming _____
- 2. Bath _____
- 3. Dip _____
- 4. Nails _____

Veterinarian _____

K. HOSPITALIZATION

- 1. _____ days @ _____

L. BOARDING

- 1. _____ days @ _____
- 2. _____ days @ _____

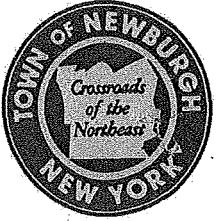
STONE COTTAGE VETERINARY HOSPITAL
James A. Fischer, D.V.M.
 154 Route 17K
 Newburgh, NY 12550
 Telephone: (845) 567-8740

TOTAL FEE ~~\$281.50~~
\$359.00

ID# 0670678

COPY

14B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 Gidney Ave. Newburgh, NY 12550

To: Town Board

From: Chantel Haight, Animal Control Supervisor *ch*

Date: July 31, 2015

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

I am requesting authorization to use the T-94 account to pay for veterinary services from Flannery Animal Hospital totaling \$41.

Attached please find the bill.

Thank you.

Cc: Accounting

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

TOWAC

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

April + May 2015 T94

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

VOUCHER NO.

TOTAL

Abstract No.

Vendor's
Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
<i>4-22-15</i>	<i>INW# 202212</i>	<i>2015-4-15 Pit Bull</i>		<i>20 00</i>
<i>5-26-15</i>	<i>INW# 202209</i>	<i>2015-05-24 Bit/Whee Pit Bull</i>		<i>21 00</i>
			TOTAL	<i>41.00</i>

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, *JEAN TOBIN*, certify that the above account in the amount of \$ *41.00* is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

7-9-15
DATE

Jean Tobin
SIGNATURE

Accl. Manager
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 paid from the appropriations indicated above.

DATE

AUDITING BOARD

Purchase of Town Property

Mr. Michael Hall of 105 Wood Street has requested to purchase a parcel of Town Property approximately 35 feet deep and 100 feet wide to build a garage across from his home.

This property is an old well site which is 4.5 acres

14 ~~14~~

Workspaces [Source: Orange Parcels] 98-5-11 [Default]

Navigation icons: Home, Back, Forward, Search, Measure, Rotate, etc.



Workspaces Orange Parcels 99.5-11'





16a

KALA

Karen Arent Landscape Architect

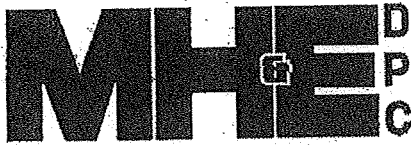
Memorandum

To: Mr. Gerald Canfield, Town of Newburgh Code Compliance Supervisor
From: Karen Arent, Landscape Architect
Date: August 11, 2015
Subject: Quick Check Landscape Inspection
Town Project Number: 2010-04
Cc: Chairman John Ewasutyn and the Town of Newburgh Planning Board, Mr. James Osborne with the Town of Newburgh, Mr. Tung-To Lam with Bohler Engineering

COMMENTS:

The property was inspected on August 7. The site looks good and most plants look good. The remainder of the bond is recommended to be released at this time.

16B



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

Main Office
33 Airport Center Drive
Suite 202
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Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)


TOWN OF NEWBURGH
PLANNING BOARD
TECHNICAL REVIEW COMMENTS

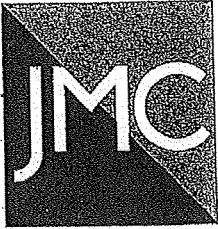
PROJECT NAME: HUDSON VALLEY CHRYSLER DODGE JEEP RAM
PROJECT NO.: 15-01
PROJECT LOCATION: SECTION 97, BLOCK 2, LOT 11.2
REVIEW DATE: 12 AUGUST 2015
MEETING DATE: N/A
REPRESENTATIVE: JOHN MEYER CONSULTING

1. This office has received a Landscape Cost Estimate for the subject project based on the approved landscaping plans prepared by JMC Consulting. Based on the scope of work identified on the site landscaping plan, the cost estimate appears in line with current landscape costs. Performance Security in the amount of \$16,208.00 should be posted as well as a \$2,000.00 Landscaping Inspection Fee.

Respectfully submitted,

McGoey, Hauser & Edsall
Consulting Engineers, D.P.C.


Patrick J. Hines
Principal



Site Planning
 Civil Engineering
 Landscape Architecture
 Land Surveying
 Transportation Engineering

Environmental Studies
 Entitlements
 Construction Services
 3D Visualization
 Laser Scanning

Location: Hudson Valley Chrysler Dodge Jeep Ram Newburgh, NY
 Type of Estimate: Landscape Cost Estimate
 Drawing Reference:
 SP-6 "Site Landscaping Plan," Rev. No. 2 dated 07/24/2015

Job No.: 14122
 Date: 8/11/2015
 Cmp'd: JS
 Chk'd: JS

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
1.00	OVERALL SITE LANDSCAPING					
1.01	ACER RUBRUM 'OCTOBER GLORY' TM/OCTOBER GLORY RED MAPLE (3"-3 1/2" CAL)	4	EA.	\$370.00	\$1,480.00	
1.02	LLEX GLABRA 'SHAMROCK'/INKBERRY (3'-4' HT)	14	EA	\$90.00	\$1,260.00	
1.03	PENNISETUM ALOPECURIODES 'HAMELN' HAMELN DWARF FOUNTAIN GRASS (2 GAL)	44	EA	\$28.00	\$1,232.00	
1.04	HEMEROCALLIS X 'STELLA DE ORO' STELLA DE ORO DAYLILY (2 GAL)	30	EA	\$28.00	\$840.00	
1.05	JUNIPERUS DAVURLCA 'PARSONII'/PARSONS JUNIPER (2 GAL)	122	EA	\$60.00	\$7,320.00	
1.06	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	194	EA	\$20.00	\$3,880.00	\$16,012.00
2.00	TOPSOIL/LAWN					
2.01	SPREAD TOPSOIL FROM ON-SITE STOCKPILE	20	CY	\$5.00	\$100.00	
2.02	LAWN	1,200	SF	\$0.08	\$96.00	\$196.00
					GRAND TOTAL	\$16,208.00

NOTES:

F:\2014\14122\Landscape Estimate 08-11-2015.xls

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM

16c

KALA

Karen Arent Landscape Architect

Memorandum

To: Mr. Gerald Canfield, Town of Newburgh Code Compliance Supervisor

From: Karen Arent, Landscape Architect

Date: August 11, 2015

Subject: U – Haul, Route 9W, Landscape Inspection

Town Project Number: 2000-59

Cc: Chairman John Ewasutyn and the Town of Newburgh Planning Board, Mr. James Osborne with the Town of Newburgh

COMMENTS:

The landscape of the above referenced site was inspected on August 7. Most plants are in good condition and the site looks good. Release of the remainder of the security deposit is recommended at this time. The amount of the bond originally held was \$13,239.00.