

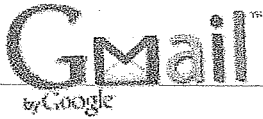
# **WORKSHOP MEETING AGENDA**

Wednesday, September 3, 2014

7:00 p.m.

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. APPROVAL OF AUDIT**
- 6. BOY SCOUTS OF AMERICA: Loan of Electric Cart**
- 7. DANSKAMMER HOST AGREEMENT**
- 8. SCHEDULE PUBLIC HEARING: Waive the Tax Cap**
- 9. DECLARATION OF PEDIATRIC CANCER AWARENESS MONTH**
- 10. HIGHWAY DEPT.: Award of Powder Mill Rd. Proposal**
- 11. ZONING: Personal Service Business**
- 12. ZONING MAP AMENDMENT: LHI Overlay Route 747**
- 13. POLICE:**
  - A. Hiring of first Part Time Court Attendant**
  - B. Hiring of second Part Time Court Attendant**
- 14. PERSONNEL: Change to Employee Handbook (Adoption of Standard Operating Procedure for Counseling)**
- 15. ENGINEERING:**
  - A. Services for Design & Constructive Services (Stewart Airport Water Tank)**
  - B. Approval of Change Order (West Stone Street Sewer Extension)**
- 16. POTENTIAL LAND PURCHASE**
- 17. POTENTIAL OF EXECUTIVE SESSION: Police Personnel**
- 18. ADJOURNMENT**

Town of Newburgh Mail - BSA



Gil Piaquadio <councilmanpiaquadio@townofnewburgh.org>

**BSA**

1 message

Sun, Aug 24, 2014 at 10:05 AM

James Gucciardo <arbitor36@hotmail.com>

To: "Councilmanpiaquadio@townofnewburgh.org" <councilmanpiaquadio@townofnewburgh.org>

Mr. Ruggiero,

I hope this E-mail finds you as the address is Gils former. I work for the Highway Dept. but I am Contacting you on behalf of the Boy Scouts of America Hudson Valley Council. I have Been asked by the Scout executive David Horton to Chair the Councils Haunted harvest fest on Oct. 18th at camp Nooteerning. We will have 800 to 1000 Cub Scouts and their families in camp that day a need to make arrangements for our emergency medical staff. I have seen on past town agendas that the town has lent out equipment to organizations over the years and I was wondering if such an arrangement could be made for The BSA in regards to the electric car at Fleet. It is blue and white and has an emergency light on the top which fits the need. We would need it for the day and Council would be able to Trailer it to and from the site. At NO time would a scout or any one other than our EMT staff be allowed to use the vehicle and when not in use the keys would either be in my or the Scout executives possession. I Thank you for your and the boards consideration in this matter and would only ask that you let me know either way so I can make other arrangements if possible. Yours in Scouting, Jim G.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 15TH day of May, 2013 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor  
And Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

RESOLUTION OF SEQR  
DETERMINATION: APPROVAL  
OF HOST COMMUNITY BENEFIT  
AGREEMENT WITH  
DANSKAMMER ENERGY LLC  
(AN UNLISTED ACTION)

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

WHEREAS, the Town Board of the Town of Newburgh proposes to approve a proposed Host Community Benefit Agreement with Danskammer Energy LLC in connection with a certain project (the "Project") consisting of the following: (1) the acquisition of an interest in parcels of real estate located in the Town Newburgh, Orange County, New York identified as tax parcels 8.1-78.2-1 and 8.1-80 (the "Land"), together with an approximately 524 Megawatt electric power generating plant, and the existing improvements located thereon (collectively, the "Existing Facility"), (2) the reconstruction of the Existing Facility, and (3) the acquisition and installation therein and thereon of certain machinery and equipment, including substantial pollution control equipment required to meet U.S. EPA and New York DEC regulations and to convert the Existing Facility from coal to gas (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by Danskammer Energy LLC as an electric power generating plant and other directly and indirectly related activities; and

WHEREAS, the Town Board is authorized to undertake such action; and

WHEREAS, a short Environmental Assessment Form for the proposed action has been prepared/submitted; and

WHEREAS, the Town Board has determined that the Action is subject to SEQR and is an Unlisted Action; and

WHEREAS, the Town Board has determined that the Action is not located in an agricultural district; and

WHEREAS, the Town Board has determined to conduct an uncoordinated review of the

Action.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board hereby adopts the findings pertaining to the environmental effects of the Project contained in the State of New York Public Service Commission decision with regard to the Project contained in the Order Approving Transfer and Making Other Findings for Case 14-E-0117; and

**BE IT FURTHER RESOLVED**, that the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code hereby determines that said Action will not have a significant effect on the environment and, accordingly, does issue a Negative Declaration; and

**BE IT FURTHER RESOLVED**, that the Town Board authorizes the Deputy Supervisor to execute and file the Negative Declaration annexed hereto and all other appropriate notices and documents to effectuate these resolutions in accordance with the applicable provisions of law.

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

<u>George Woolsey, Councilman</u>	<u>voting</u>
<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero., Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Deputy Supervisor and Councilman</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of September, 2014 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor  
and Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING AND APPROVING  
HOST COMMUNITY BENEFIT  
AGREEMENT WITH  
DANSKAMMER ENERGY LLC

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

Councilman/woman \_\_\_\_\_.

WHEREAS, Danskammer Energy, LLC has requested the Orange County Industrial Development Agency's (the "Agency") assistance with a certain project (the "Project") consisting of the following: (1) the acquisition of an interest in parcels of real estate located in the Town Newburgh, Orange County, New York identified as tax parcels 8.1-78.2-1 and 8.1-80 (the "Land"), together with an approximately 524 Megawatt electric power generating plant, and the existing improvements located thereon (collectively, the "Existing Facility"), (2) the reconstruction of the Existing Facility, and (3) the acquisition and installation therein and thereon of certain machinery and equipment, including substantial pollution control equipment required to meet U.S. EPA and New York DEC regulations and to convert the Existing Facility from coal to gas (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by Danskammer Energy LLC as an electric power generating plant and other directly and indirectly related activities; and

WHEREAS, the Danskammer Energy, LLC has recognized that the Project will impact the surrounding community, particularly the Town, more specifically that, during the development, construction, and long term operation of said Project, the Town will incur significant expenses in connection with its "police powers"; and

WHEREAS, in consideration for the impacts on the community and the support and participation of the Town with respect to the Project, Danskammer Energy, LLC has agreed to provide annual payments to the Town, as set forth within a Community Benefit Agreement which memorializes the terms and conditions associated with the payment of the Community Benefits (the "Agreement"); and

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

WHEREAS, the Town Board desires to authorize the execution of such Agreement.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh hereby approve and authorize the Deputy Supervisor to execute and deliver the Host Community Benefit Agreement between the Town and Danskammer Energy LLC conditioned upon the timely receipt by the Town of an executed Agreement consistent with the agreed upon terms and conditions; and

BE IT FURTHER RESOLVED, that the Deputy Supervisor and other officers and employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates,

agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement(s); and

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

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

<u>George Woolsey, Councilman</u>	<u>voting</u>
<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piauquadio, Deputy Supervisor and Councilman</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

**HOST COMMUNITY BENEFIT AGREEMENT**

**THIS HOST COMMUNITY BENEFIT AGREEMENT** (the "Community Benefit Agreement"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the Town of Newburgh, a political subdivision of the state of New York (the "State"), with offices at \_\_\_\_\_, New York 1\_\_\_\_ (the "Town") and Danskammer Energy LLC, a domestic limited liability company duly organized and validly existing under the laws of the State of \_\_\_\_\_, with offices at \_\_\_\_\_, New York 1\_\_\_\_ (the "Company").

**WITNESSETH:**

WHEREAS, the Company has requested the Orange County Industrial Development Agency's (the "Agency") assistance with a certain project (the "Project") consisting of the following: (1) the acquisition of an interest in parcels of real estate located in the Town Newburgh, Orange County, New York identified as tax parcels 8.1-78.2-1 and 8.1-80 (the "Land"), together with an approximately 524 Megawatt electric power generating plant, and the existing improvements located thereon (collectively, the "Existing Facility"), (2) the reconstruction of the Existing Facility, and (3) the acquisition and installation therein and thereon of certain machinery and equipment, including substantial pollution control equipment required to meet U.S. EPA and New York DEC regulations and to convert the Existing Facility from coal to gas (the "Equipment") (the Land, the Facility and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to be owned and operated by the Company as an electric power generating plant and other directly and indirectly related activities; and

WHEREAS, in order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency acquired a leasehold interest in the Land, the Existing Facility, the New Facility, and the Equipment constituting the Project Facility and leased said Project Facility back to the Company pursuant to the terms and conditions of a certain Lease Agreement dated \_\_\_\_, 201\_\_\_\_, (the "Lease Agreement"); and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes (the "PILOT Agreement") by the Company to the Agency for the benefit of Orange County (the "County"), the Town of Newburgh (the "Town") and the Marlboro Central School District (the "School District" and, collectively with the County, and the Town, the "Affected Tax Jurisdictions"); and

WHEREAS, the Company recognizes that the Project will impact the surrounding community, particularly the Town, more specifically that, during the development, construction, and long term operation of said Project, the Town will incur significant expenses in connection with its "police powers"; and

WHEREAS, in consideration for the impacts on the community and the support and participation of the Town with respect to the Project, the Company has agreed to provide annual payments to the Town, as set forth within this Community Benefit Agreement (collectively, the "Community Benefits"); and

WHEREAS, the Town and the Company wish to memorialize the terms and conditions associated with the payment of the Community Benefits; and

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Article I - Representations and Covenants

Section 1.1. Representations and Covenants of the Town.

The Town makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Town is a political subdivision of the State and has the power to enter into the transaction contemplated by this Community Benefit Agreement and to carry out its obligations hereunder.

(b) The Town has been duly authorized to execute and deliver this Community Benefit Agreement.

(c) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Town is a party or by which it is bound, or will constitute default under any of the foregoing.

(d) The Town has been induced to enter into this Community Benefit Agreement by the undertaking of the Project by the Company to acquire, construct, equip, repair and maintain the Facility in the Town of Newburgh, New York.

Section 1.2. Representations and Covenants of the Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of \_\_\_\_\_, is qualified to do business in the State of New York, has the authority to enter into this Community Benefit Agreement and has duly authorized the execution and delivery of this Community Benefit Agreement.

(b) Neither the execution and delivery of this Community Benefit Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Community Benefit Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the



foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would materially diminish or adversely impact on the Company's ability to fulfill its obligations under this Community Benefit Agreement.

#### Article II - Payee/Payment of Annual Community Benefit Fee.

Section 2.1. (a) *Annual Benefit Fee.* For so long as this Community Benefit Agreement is in effect, the Company agrees to pay to the Town at its address noted above an annual benefit fee (the "Annual Benefit Fee") on or before January 31st of each calendar year commencing on January 31, 2016 (the "Payment Date"), an amount correlating to the Total Payment Amount, as set forth within **Schedule A** hereto. The Company hereby agrees to pay all such amounts due pursuant to this Community Benefit Agreement on or before each Payment Date in accordance with the terms hereof.

(b) *Interest.* The Company's failure to remit any Annual Benefit Fee due pursuant to this Community Benefit Agreement within five (5) days of the corresponding Payment Date shall require an additional payment by the Company of interest calculated at a rate of Five Percent (5.00%) per annum for each day past the Payment Date.

(c) *Use of Fund; Public Purposes.* The parties agree and acknowledge that payments made hereunder are to provide revenues to the Town to partially mitigate the additional burdens being placed on the Town as a result of the Project and to be used for public purposes to be undertaken by the Town and/or any duly appointed agent or assignee thereof. The revenues paid by the Company to the Town, which shall be utilized at the sole and absolute discretion of the Town, including, but not limited to, as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and additional infrastructural improvements to be provided as a result of the Facility's presence within the Town.

#### Article III - Termination; Default.

Section 3.1. This Community Benefit Agreement shall be for a term of Ten (10) years to commence as of the date hereof, unless otherwise terminated by the written agreement of the parties hereto. Any such termination hereunder shall require the Company to make a pro-rated payment of Annual Benefit Fee as of the date of termination, such pro-rated payment to be reflective of the number of days within the calendar year of termination that this Community Benefit Agreement was in effect. Failure by the Company to make any payment due and owing the Town or its duly authorized assignee within thirty (30) days of written demand therefore shall be deemed an Event of Default hereunder, consistent with the provisions of the contemporaneous PILOT Agreement executed by the Company and the County of Orange IDA. Notwithstanding anything contained herein to the contrary, should the Company's benefits relating to the Agency's

Lease Agreement terminate, expire or otherwise be cancelled, this Community Benefit Agreement and the Company's payment obligations hereunder shall also terminate and expire.

Article IV – Assignment of Project Facility by Company.

Section 4.1. In the event that pursuant to the terms of the PILOT Agreement, the obligations and benefits thereunder are assigned to and assumed by a third party, the Company shall give notice to any such successor prior to the conclusion of such transfer by assignment regarding the continuing obligations of the Company pursuant to this Community Benefit Agreement. The parties agree that any successor to the benefits of the PILOT Agreement shall likewise succeed to the Company's rights and obligation hereto by assignment of this Community Benefit Agreement from the Company. Such successor shall not be required to be approved by the Town and as a condition of such assignment shall directly assume any and all remaining obligations of the Company hereunder. Upon any such assignment and assumption, the Company shall be released of any further continuing liability under this Community Benefit Agreement. In the event that the PILOT Agreement is assigned to a third party by the Company and the Company has not assigned this Community Benefit Agreement to such successor in interest of the Company, then the Company shall continue to remain fully liable for the continuing payments due hereunder and the Town shall have the same equivalent rights and remedies as provided therein.

Article V – Miscellaneous.

Section 5.1. This Community Benefit Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

Section 5.2. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Town:

Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550  
Attention: Town Supervisor

To the Company:

Danskammer Energy, LLC  
c/o Nixon Peabody  
Attn: Brian G. Flanagan  
1300 Clinton Square  
Rochester, New York 14604-1972

or at such other address as nay party many from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 5.3. This Community Benefit Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Orange County, New York.

Section 5.4. The Town, in its exclusive discretion, may assign this Community Benefit Agreement to a third-party for purposes of administering the undertakings outlined herein. In the event of such assignment, the Town shall notify the Company in writing at least thirty (30) days in advance of the effective date of any such assignment.

Section 5.5. (a) The obligations and agreements of the Town contained herein shall be deemed the obligations and agreements of the Town, and not of any trustee, officer, agent or employee of the Town in his individual capacity, and the trustees, officers, agents and employees of the Town shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Company contained herein shall be deemed the obligations and agreements of the Company, and not of any member, officer, agent or employee of the Company in his individual capacity, and the members, officers, agents and employees of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

[Signature Page to Community Benefit Agreement]

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

**TOWN OF NEWBURGH**

By: \_\_\_\_\_

**DANSKAMMER ENERGY LLC**

By: \_\_\_\_\_  
Designated Officer

**SCHEDULE A**

Annual Payment Schedule

\*Subject to increase per Article II, Section 2d

Payment Year	Payment Due Date	Total Payment Amount
2015	January 31,2015	\$200,000.00
2016	January 31,2016	\$200,000.00
2017	January 31,2017	\$200,000.00
2018	January 31,2018	\$200,000.00
2019	January 31,2019	\$200,000.00
2020	January 31,2020	\$200,000.00*
2021	January 31,2021	\$200,000.00*
2022	January 31,2022	\$200,000.00*
2023	January 31,2023	\$200,000.00*
2024	January 31,2024	\$200,000.00*
<b>TOTAL</b>		<b>\$2,000,000.00*</b>

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_ day of September, 2014 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Deputy Supervisor and Councilman

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paule I. Ruggiero, Councilman

RESOLUTION OF TOWN BOARD  
INTRODUCING LOCAL LAW  
TO OVERRIDE THE TAX  
LEVY LIMIT ESTABLISHED  
IN GENERAL MUNICIPAL LAW  
ARTICLE 3-C AND PROVIDING  
FOR PUBLIC NOTICE AND  
PUBLIC HEARING

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

BE IT RESOLVED that a Local Law to Override the Tax Levy Limit Established in General Municipal Law Article 3-C be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

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

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York on the 15th day of September, 2014 at 7:00 o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held at least three (3) days prior to the public hearing, and posting of such notice together with a copy of such local law in accordance with the requirements of the Municipal Home Rule Law and Chapter 25 of the Code of the Town of Newburgh.

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

George Woolsey, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Paul I. Ruggiero, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Deputy Supervisor and Councilman voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

**INTRODUCTORY LOCAL LAW NO. \_\_ OF THE YEAR 2014**

**A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN  
GENERAL MUNICIPAL LAW 3-C**

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

**Section 1. Legislative Intent**

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Newburgh, County of Orange pursuant to General Municipal Law § 3-c, and to allow the Town of Newburgh, County of Orange to adopt a town budget for (a) town purposes and (b) any other special or improvement district governed by the town board for the fiscal year 2015 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-c.

**Section 2. Authority**

This local law is adopted pursuant to subdivision 5 of General Municipal Law § 3-c, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the town board.

**Section 3. Tax Levy Limit Override**

The Town Board of the Town of Newburgh, County of Orange is hereby authorized to adopt a budget(s) for the fiscal year 2015 that requires a real property tax levy in excess of the limit specified in General Municipal Law, §3-c.

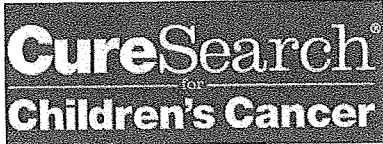
**Section 4. Severability.**

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 5. Effective date.**

This local law shall take effect immediately.

9



CureSearch for Children's Cancer funds and supports targeted and innovative children's cancer research with measurable results, and is the authoritative source of information and resources for all those affected by children's cancer.



Search

- Medical Information
- Research
- Coping With Cancer
- Get Involved

About CureSearch

- Leadership
- Board of Directors
- Scientific Advisory Council
- Survivorship Council
- News and Media
- Video Library
- Financials
- Impact Reports
- Employment
- Organizational History
- Our Partners
- Privacy Policy
- Whistleblower

## September Marks National Childhood Cancer Awareness Month

*Congress and Several States Proclaim September 12 to Remember the Thousands of Children, Families and Caregivers Touched by Childhood Cancer*

Media Contacts

**Shelby Hammond**  
Communications Manager  
Email Shelby  
(240) 235-2205

August 25, 2009 (Bethesda, MD) – Recognizing this as an unprecedented time in working to eradicate childhood cancer, CureSearch National Childhood Cancer Foundation is pleased to announce that the U.S. Congress and governors have proclaimed September 12 as National Childhood Cancer Awareness Day. September is also National Childhood Cancer Awareness Month marked by the thousands of families, survivors and caregivers touched by childhood cancer.

Until now, advances in childhood cancer have been dramatic—40 years ago cure rates were less than 10 percent; today, 78 percent overall are cured. Recognizing that there is more to be done, Congress passed a bill (Caroline Pryce Walker Conquer Childhood Cancer Act) that was signed by President Bush in July 2008, authorizing \$150 million (\$30 million each year) to expand pediatric cancer research, awareness and to create the national childhood cancer research registry.

Congress is currently engaged in determining all appropriations for FY2010, including funding levels authorized by the Caroline Pryce Walker Conquer Childhood Cancer Act.

"This year, 12,500 families will hear the words, 'Your child has cancer.' On behalf of the thousands of families, survivors, and caregivers united in our commitment to conquer childhood cancer, we applaud Congress and the states for proclaiming September 12 as National Childhood Cancer Awareness Day," said Stacy Pagos Haller, Executive Director, CureSearch National Childhood Cancer Foundation. "September as National Childhood Cancer Awareness month is an opportunity to grow our community - to let people know that they can help us find a cure and help ensure that we can reach the day when every child with cancer is guaranteed a cure."

Despite the progress in childhood cancer research, about one in five children continues to die and cancer remains the #1 leading cause of childhood death from disease. More than 40,000 children and adolescents currently are being treated for childhood cancer.

"Each day that pediatric cancer research goes under-funded, the road to discovering new treatments and cures become longer, and more children die," said Gregory Reaman, M.D., Chairman of the Children's Oncology Group. "With proper funding levels - we can conquer childhood cancer."

To ensure continued congressional support for childhood cancer research funding, the U.S. House of Representatives formed the first **Pediatric Cancer Caucus**—members of Congress dedicated to conquering childhood cancer. Rep. Joe Sestak (D-PA) who serves as the Caucus Chair announced the creation of the Caucus on June 23 before more than 400 advocates at CureSearch's Reach the Day Rally in Washington, D.C.

"Of the 12,500 children diagnosed with cancer each year, more than 2,000 of these young lives are unnecessarily lost," said Congressman Sestak. "I retired from the U.S. Navy when my own daughter was diagnosed with a pediatric brain tumor. As I lived in a pediatric oncology ward, I became particularly aware of the promise that cancer research could offer for so many in this country, by allowing more patients to survive and improving their quality of life. I am honored to chair the first Pediatric Cancer Caucus. The Caucus will be fortunate to have CureSearch as a dedicated partner in fighting for the often voiceless victims of cancer of this horrible disease."





For the second year, the "CureSearch Virtual Walk for 12,500" will unite people across the country in the fight against childhood cancer. In September, our challenge is to bring together 12,500 individuals virtually in support of the 12,500 kids who will be diagnosed each year.

To recognize September as Childhood Cancer Awareness Month, CureSearch used artwork from the CureSearch Young Artist program (kids with cancer and their siblings donate art) to create a special line of mugs, t-shirts, bumper stickers and buttons to help raise funding for childhood cancer research.

#### About CureSearch

**CureSearch National Childhood Cancer Foundation** supports the work of the Children's Oncology Group (COG), the world's largest cooperative cancer research organization, that treats approximately 90% of all children with cancer, at more than 200 children's and university hospitals and Cancer Centers in the U.S. Together, we are committed to conquering childhood cancer through scientific discovery and compassionate care. For more information, visit: [www.curesearch.org](http://www.curesearch.org).

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Childhood Cancer  
Brain Tumors  
Ewing Sarcoma  
Germ Cell Tumors  
Hepatoblastoma  
Hodgkin Disease  
Kidney/Wilms Tumor  
Leukemia  
Lymphoma (non-Hodgkin)  
Melanoma  
Neuroblastoma  
Osteosarcoma  
Retinoblastoma  
Rhabdomyosarcoma  
Soft Tissue Sarcoma  
Thyroid Cancer

Medical Information  
Anxiety Around Procedures  
Childhood Cancer Statistics  
Late Effects of Treatment  
Relapse  
Tests and Procedures  
Treatment Options  
Treatment Side Effects  
What is Cancer?

Research  
Acceleration Initiative Grantees  
Clinical Trials  
Hospitals We Support  
Research in the News  
Scientific Advisory Council  
Young Investigators  
2014 Symposium

Coping with Cancer  
Child Life Specialist Webinars  
Community Support  
Grieving and Palliative Care  
How Will We Get Through This?  
Informed Consent  
Meet the Children  
Meet the Supporters  
Parents Webinars  
School Support

Get Involved  
Be a Digital Advocate  
Create a Legacy Fund  
Donate  
Fundraise  
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Organizational History  
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Our Partners  
Privacy Policy  
Scientific Advisory Council  
Survivorship Council  
Video Library

10



1789 Route 300, Newburgh, NY 12550  
Phone: (845)566-1054 Fax: (845)566-0974  
www.RodneyBrewerLandscape.com



# PROPOSAL

Customer #	Estimate Date:	Estimate #
479	11/25/13	6793

**Bill To:**

Town of Newburgh Highway Department  
90 Gardnertown Rd.  
Newburgh, NY 12550

**Install Location:**

Town of Newburgh Highway Department  
90 Gardnertown Rd.  
Newburgh, NY 12550

**Contract Details****WALL REPAIR**

Repair damaged wall on Powder Mill Road; the last two sections heading east. Includes breaking down wall and using wall stone provided by the town to rebuild it.

Concrete and labor included----- \$5,200.00

We appreciate the opportunity to be of service!

Agreed and Accepted by:

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**L. S. L. W. Corp.**

dba Lynn Warren Landscaping  
 18 north fostertown drive  
 Newburgh, NY 12550  
 (845) 564-8760

**Estimate**

Date	Estimate #
1/15/2014	137

Name / Address
TOWN OF NEWBURGH,BUILDING & GROUNDS 1496 ROUTE 300 Newburgh, NY 12550

Description	Qty	Cost	Project	
			Total	
WALL AND PILLAR REPAIR TO BRIDGE ON POWDER MILL ROAD TO ORIGINAL CONDITION.				
12 X 6.5 X2 WITH CAPS				
4 PILLARS 2X2X4.5				
RE-USING THE ORIGINAL STONE WHEN POSSIBLE FOR THE SUM OF				
LABOR	1	15,200.00	15,200.00T	
MATERIAL	1	4,700.00	4,700.00T	
<b>Subtotal</b>			<b>\$19,900.00</b>	
<b>Sales Tax (0.00)</b>			<b>\$0.00</b>	
<b>Total</b>			<b>\$19,900.00</b>	

Agreed and Accepted: \_\_\_\_\_

This proposal may be withdrawn by us if not accepted within 15 days. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

11

Personal Services – An establishment primarily engaged in providing services involving the care of a person or personal apparel, such as a beauty parlor, barber shop, health and fitness center, tailor, or custom cleaning services.

Personal Services: A use that provides a personal service that is non-medical and may include accessory retail sales of products related to the services that are provided. Examples of personal services include, but are not limited to the following: beauty and barber shop, dry cleaners, pick-up shoe repair, Laundromat, tailor, video rental and travel agency.

A facility for the sale of personal services. Typical personal service uses include a barber/beauty shop, shoe repair, a tailor, an instructional arts studio, a photography studio, a laundry or cleaning pickup and receiving station, a handcrafted art work studio, safe deposit boxes, a travel bureau, and a custom printing or duplicating shop

**Personal Services.** Establishments providing non-medical services to individuals as a primary use. Examples of these uses include:

- barber and beauty shops
- clothing rental
- dry cleaning pick-up stores with limited equipment
- home electronics and small appliance repair
- laundromats (self-service laundries)
- locksmiths
- pet grooming with no boarding
- shoe repair shops
- tailors
- tanning salons

**Personal Service Establishment:** A business, the primary concern of which is the rendering of services to persons rather the sale of products, including but not limited to barber, hairdresser, health spa, beauty salon, shoe repair, laundry, laundromat, dry cleaner drop-off and pick-up service (for off-site dry-cleaning only), tailoring, dressmaking, photographic studio, catering, express mail/courier and businesses providing similar personal services. Personal services may include, as an accessory use only, retail sales of items related to services being provided. Personal Service Establishment does not

2

include motor vehicle related services, tattoo shops, Professional Office, or Commercial Service Establishments.

**PERSONAL SERVICE** -- As used to describe a type of business enterprise, a service performed on or closely related to the physical person, such as barbering, custom tailoring, manicuring, shoeshining and the like.

ZONING

185 Attachment 11  
Town of Newburgh

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

A. Accessory Uses	B. Permitted With	C. Permitted Uses	D. Uses Subject to Site Plan Review by the Planning Board	Minimum Required							Maximum Permitted				
				Lot Area (square feet)	Lot Width (feet)	Lot Depth (feet)	Front Yard (feet)	Rear Yard (feet)	1 Side Yard (feet)	Both Side Yards (feet)	Habitable Floor Area Per Dwelling Unit (square feet)	Dwelling Units Per Acre	Maximum Building Coverage (percent)	Maximum Building Height (feet)	Lot Surface Coverage (percent)
1. Home occupations.	C1 and 2	1. Existing single-family dwellings: a. With public sewer and public water systems b. With both public sewer and public water systems c. With other public sewer or public water only		20,000	125	150	40	40	15	30					
2. Private garage or carport for not more than 4 vehicles	C1, 2, 4 and 5 D-12	2. Existing 2-family dwellings: a. Without both public sewer and public water systems b. With both public sewer and public water only		15,000	100	125		50		50	900	NA	25%	35	50%
3. Garden house, toolshed, wading or swimming pool or tennis court in accordance with § 185-43 <sup>1</sup>	C1, 2 and 4	3. Municipal buildings and town activities 4. Membership clubs without outdoor recreation facilities in accordance with § 185-29 5. Funeral homes		17,500											
4. Off-street parking as required by the principal use	All			22,500	150	175				50		NA	25%	35	50%
5. Storage buildings up to 50% of the floor area of the principal building	D2 and 11			25,000	125	150		25							
6. Signs in accordance with § 185-14: a. Professional b. Business c. Institutional d. Identification	C1 and 2, D2, D17 C3, D1-12 C3 and 4, D10 C3-5, D1-12			NA	NA	NA	NA	NA	NA	NA	NA	NA	20%	NA	
7. Keeping up to 5 (total) dogs or cats over 6 months of age	C1 C2			25,000	150	175		40	15	30			25%	35	80/85% <sup>1</sup>
8. Off-street parking for commercial vehicles in accordance with § 185-13	D1-9, 11 and 12			15,000	100	125	40	30	15	30			40/60% <sup>1</sup>		80/85% <sup>1</sup>
9. Accessory apartments in accordance with § 185-39	C1 and 2			20,000							NA	NA	40/50% <sup>2</sup>		80%
10. Fuel tanks in accordance with § 185-39	D2, 5, 11 and 12			5 acres	200	200	50					3	25%	50	60%
11. Sealtite earth stations in accordance with § 185-40	C1-3 and 5 D1-12			5 acres	300	300	60						30%	40	80%
12. Cafeterias and dinets for employees	D2 and 12			3 acres	300	300	60	60					30%	40	80%
13. Restaurants and conference and banquet facilities	D2, 7 and 11			2 acres	200	200	50		50	100		NA	25%	40	50%
14. Retail outlets	D11			10 acres	400	400	60						25%	40	50%
15. Car wash	D5 and 6			NA	NA	NA	NA	NA	NA	NA			20%	35	50%
16. Motor vehicle rental agency	D5 and 7			40,000	150	150	50	30	15	30			40%	35	80%

NEWBURGH CODE

Accessory Uses	Permitted Within	Permitted Uses	D. Uses Subject to Site Plan Review by the Planning Board	Minimum Required										Maximum Permitted		
				Lot Area (square feet)	Lot Width (feet)	Lot Depth (feet)	Front Yard (feet)	Rear Yard (feet)	1 Side Yard (feet)	Back Side Yards (feet)	Habitable Floor Area Per Dwelling Unit (estimate feet)	Dwelling Units Per Acre	Lot Building Coverage (percent)	Building Height (feet)	Lot Surface Coverage (percent)	
17. Eating and drinking facilities or food preparation shops not offering full table service.	D1, 6, 8, 9 and 16		17. Veterinarian offices and related services necessary for the complete practice of veterinarian medicine in accordance with § 185-45	40,000	150	150	40	40	30	60	NA	NA	30%	35	60%	
			16. Mini-malls	2 acres	200	200	40	50	30	60			40%	35	80%	

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

ZONING

185 Attachment 13

Town of Newburgh

Table of Use and Bulk Requirements  
 IB District -- Schedule 8  
 [Amended 7-15-1996 by L.L. No. 3-1996; 9-23-1998 by L.L. No. 10-1998]

A. Accessory Uses	B. Permitted With	C. Permitted Use Systems	D. Uses Subject to Site Plan Review by the Planning Board	Minimum Required							Habitable Floor Area Per Dwelling Unit (square feet)	Dwelling Units Per Acre	Maximum Permitted						
				Lot Area (square feet)	Lot Width (feet)	Lot Depth (feet)	Front Yard (feet)	Rear Yard (feet)	1 Side Yard (feet)	Both Side Yards (feet)			Lot Building Coverage (%)	Building Height (feet)	Lot Surface Covered (percent)				
1. Storage buildings up to 50% of the floor area of the principal building 2. Collectors, offices and recreation facilities for the use of employees engaged on the premises 3. Signs in accordance with § 185-14c a. Professional b. Business c. Offense parking as required by the principal use 4. Offense parking as required by the principal use 5. Truck-loading facilities 6. Sales of used motor and camping vehicles, boats and accessories 7. Fuel tanks in accordance with § 185-39 8. Satellite earth stations in accordance with § 185-40 9. Accessory uses to an existing principal residence as listed for the R-1 District 10. Fast-food establishments 11. Restaurants and banquet facilities 12. Retail centers 13. Swimming pools, tennis courts and other recreational facilities, including related changes 14. Car wash	C1, 2, 11 and 13 D5, 7-9, 13 and 18 D5 D1-3 and 18 C1, D1-3 All D1-13 D10	1. Mechanical building systems 2. Special single-family dwellings a. Without both public sewer and public water systems b. With both public sewer and public water systems c. With other public sewer or public water system only 3. Existing, 2-family dwellings: a. Without both public sewer and public water systems b. With both public sewer and public water system c. With other public sewer or public water system only	1. Manufacturing 2. Industrial 3. Wholesale and retail stores, convenience stores with or without gasoline filling stations and health clubs and fitness facilities 4. Theaters 5. Offices for business, research and professional use 6. Restaurant and fast-food establishments in conjunction with lots in Nos. 3, 4 and 5 in accordance with § 185-7 7. Research laboratories 8. Manufacturing, altering, fabricating or processing products or repair involving the use of only oil, gas or electricity (not fuel)	20,000	125	150	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
				15,000	100	125	40	40	15	30	900	NA	25%	35	50%				
				17,500	100	125	40	40	15	30	900	NA	25%	35	50%				
				30,000	150	175	50	50	25	50	NA	NA	25%	35	50%				
				22,500	125	150	50	50	25	50	NA	NA	25%	35	50%				
				25,000	125	150	50	50	25	50	NA	NA	25%	35	50%				
				2,000	200	200	40	50	30	60	60	40%	35	40%	80%				
				40,000	150	150	50	60	30	100	NA	NA	40%	35	40%				
				3,000	300	300	60	60	50	100	NA	NA	40%	35	40%				
				40,000	150	150	50	60	30	100	NA	NA	40%	35	40%				

NOTES:  
 1. Minimum 1,500 square feet of lot area per guest room.  
 2. These requirements shall not be applicable to a school or college which utilizes all or part of an office building for classroom space. Such a use shall meet the bulk requirements of use D5.

NEWMURGH CODE

Table of Use and Bulk Requirements  
IB District -- Schedule 8  
(Cont'd)

A. Access Uses	B. Regulated Width	C. Permitted Uses	D. Use Subject to Site Plan Review by the Planning Board	Minimum Required							Habitable Floor Area Per Dwelling Unit (square feet)	Dwelling Per Acre	Maximum Permitted		Lot Surface Coverage (percent)	
				Lot Area (square feet)	Lot Width (feet)	Lot Depth (feet)	Front Yards (feet)	Rear Yards (feet)	1 Side Yards (feet)	Back Side Yards (feet)			Lot Building Coverage (percent)	Building Height (feet)		
15. Motor vehicle rental agency	D10, 11 and 12		9. Warehouse, storage and transportation facilities. 10. Dealerships of new motor and camping vehicles, mobile homes, boats and snowmobiles, including repair and service facilities in accordance with § 15B-27. 11. Motor vehicle service stations and public garages, car wash and rental agency, in accordance with § 15B-28. 12. Pet stores in accordance with § 15B-27. 13. Business parks in accordance with § 15B-41. 14. Public utility zones and public utility zones in accordance with § 15B-35. 15. A/forbids building in accordance with § 15B-47. 16. Senior citizen housing in accordance with § 15B-48. 17. Schools and colleges for general and technical education with related facilities <sup>3</sup>													
16. Storage area for motor vehicle dealerships for storage of vehicles with relationship to normal parking standards	D10															
17. Eating and drinking facilities or food preparation steps not offering full table service	D1-4															

NOTES:  
 1. Minimum 1,500 square feet of lot area per guest room.  
 2. Added 7-15-1998 by L.L. No. 3-1998.  
 3. Added 8-23-1998 by L.L. No. 10-1998.  
 4. These requirements shall not be applicable to a school or college which utilizes all or part of an office building for classroom space. Such a use shall meet the bulk requirements of use D5. (Added 9-23-1998 by L.L. No. 10-1998)  
 5. Added 7-15-1998 by L.L. No. 3-1998; amended 9-23-1998 by L.L. No. 10-1998





# TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Brenda  
13A

PERSONNEL DEPT.

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

To: Deputy Supervisor Piaquadio  
Town Board  
Ronald Clum, Town Accountant

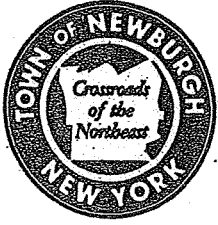
From: Charlene M Black, Personnel

Date: August 20, 2014

Re: Part Time Court Officer

---

Please see attached the application, employee request form and letter from Chief Michael Clancy, to hire Emil Mejia, as a part time Court Attendant. If approved Mr. Mejia will need to complete all necessary paperwork, physical and fingerprint process. Thank you in advance.



## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**Michael Clancy**  
**Police Chief**

**(845) 564-1100**

To: Town Board

From: Chief Michael Clancy

Subject: Request to fill vacant Court Officer position

Date: August 20, 2014

I am requesting authorization to fill one Court Officer position that will soon be vacant. Lt. Nenni, and I interviewed Emil Mejia for the position. He retired from NYS Dept. of Corrections and currently works part-time for Orange County Corrections. He is a NYS Peace Officer. I am recommending Mr. Mejia for the position. The pay is \$13.00/hour and the position is in the budget.

Respectfully,

Chief Michael Clancy

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Emil Mejia

DEPARTMENT: Police

TITLE OF POSITION: Court Officer

FULL TIME OR PART TIME: P/T

HOURLY RATE: \$13.00/hr.

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3120.0100

PROPOSED HIRE DATE: As soon as possible

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

Michael P. Clancy  
DEPARTMENT HEAD SIGNATURE

8/20/14  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010



## TOWN OF NEWBURGH

---

1496 Route 300, Newburgh, New York 12550

*Brenda*  
13B

PERSONNEL DEPT.

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

To: Deputy Supervisor Piaquadio  
Town Board  
Ronald Clum, Town Accountant

From: Charlene M Black, Personnel

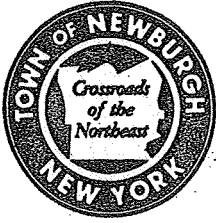
*CB*

Date: August 19, 2014

Re: Part Time Court Officer

---

Please see attached the application, employee request form and letter from Chief Michael Clancy to hire Lawrence Schott, as a part time Court Attendant. If approved Mr. Schott will need to complete all necessary paperwork, physical and fingerprint process. Thank you in advance.



## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**Michael Clancy**  
**Police Chief**

**(845) 564-1100**

To: Town Board

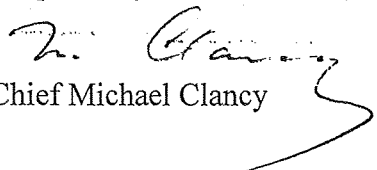
From: Chief Michael Clancy

Subject: Request to fill vacant Court Officer position

Date: August 19, 2014

I am requesting authorization to fill one (1) vacant Court Officer position. Lt. Nenni, Dep. Chief Campbell and I interviewed Lawrence Schott for the position. He served 25 years with Orange County Corrections and is a NYS Peace Officer. I am recommending Mr. Schott for the position. The pay is \$13.00/hour and the position is in the budget.

Respectfully,

  
Chief Michael Clancy

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Lawrence Schott

DEPARTMENT: Police

TITLE OF POSITION: Court Officer

FULL TIME OR PART TIME: P/T

HOURLY RATE: \$ 13.00

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 3120.0100

PROPOSED HIRE DATE: As soon as possible

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

Michael Clancy  
DEPARTMENT HEAD SIGNATURE

8/19/14  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010



# TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

14

PERSONNEL DEPT.

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

To: Deputy Supervisor Piaquadio  
Town Board ✓

From: Charlene M Black, Personnel

Date: August 19, 2014

Re: Standard Operating Procedure for Counseling

---

Attached please find attached a revised copy of the Standard Operating procedure for Counseling that needs Town Board approval. We have a Standard Operating Procedure in our Town Handbook (page 7 paragraph one) already but it needed to be revised to express to the employee that they have a right to respond in writing to the counseling memo. Thank you in advance.

## **Standard Operating Procedure for Counseling**

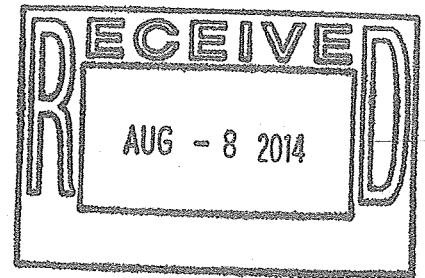
The purpose of counseling is to inform the employee of deficiencies or misconduct. It is to discourage its recurrence and to inform the employee of the consequences if the behavior is repeated. When performance deficiencies are the issue, the performance standards of the job should be reviewed, along with specific examples of how the employee is not meeting those standards, where appropriate goals for improvement may be established along with a timeframe of achieving them. The counseling will be documented in writing and the employee will be asked to acknowledge receipt by signing the memorandum, for receipt purposes only and not for acceptance of the statements made. If the employee declines to sign, the employee should be told that a notation will be made on the Counseling Memo indicating the declination to sign; the employee should be specifically told that even without a signature the Counseling Memo will be placed into their Personnel file.

The employee should be told that they have a right to prepare a written response to the Counseling that will be maintained, together with the Counselling Memo, in their Personnel file.



2/11/14

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



15\*

MEMORANDUM

**TO:** Gil Piaquadio, Deputy Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *jwo*  
**DATE:** August 7, 2014  
**RE:** W\ STEWART AIRPORT WATER STORAGE TANK –  
PAINTING & IMPROVEMENTS

Attached for the Town Board's review and approval is a proposal from GHD Consulting Services, Inc. (GHD) for design and construction engineering services for the above project. The work is a multi-faceted project consisting of several elements integrated into a single project. Because of the reduction in available fire flows when the tank is out of service, the necessity to work around or temporarily relocate cellular antennas, and containing and disposing of lead paint blasted off the tank exterior, this is a complex project with many moving parts.

The proposal includes the following:

For **Design Services, Bid Services and Construction Services** (Contract Administration), a lump sum fee of \$183,000.

For **Construction Observation Services**, an estimated not-to-exceed fee of \$68,700 (Note: *Does not include* time for beyond Time Required for Completion).

For **Coordination with Non-Regulatory Agencies** (PA of NY & NJ, FAA, Cellular Phone Companies, Fire Departments, etc.), fee will be on an hourly basis plus reimbursable expenses.

For **Additional Engineering Services**, fee will be on an hourly basis plus reimbursable expenses.

**TO:** Gil Piaquadio, Deputy Supervisor & Town Board  
**RE:** W\ **Stewart Airport Water Storage Tank –  
Painting & Improvements**

August 7, 2014

I am requesting Town Board approval of the proposal as presented in the letter from GHD dated 6 August 2014.

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  
J. Platt, DPW Comm.  
R. Clum Accountant



August 6, 2014

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

Re: Proposal for Design and Construction Administration Services – 1.8 MG Stewart Airport Water Storage Tank

Dear Jim:

As follow-up to the recommendations identified in the 1.8 MG Stewart Airport Water Storage Tank Report (March 2013), the Town of Newburgh (Town) has requested a proposal for Design and Construction Services for the Stewart Airport Water Storage Tank. In response to your July 24, 2014 correspondence and our telephone discussion we are pleased to submit our proposal. We are providing herein a concise project understanding, approach, and scope of services as follows.

#### **PROJECT UNDERSTANDING**

Water storage tanks are critical infrastructure of a water system and some of the more costly structures to build and maintain. Proper maintenance of these tanks is necessary to provide long service life and reduce the frequency of complete tank replacement. The service life of a steel storage tank is primarily based on the quality and integrity of its coating system. Therefore proper maintenance of the coating system, both interior and exterior, is fundamental in maximizing the life of steel tanks.

The Town of Newburgh's 1,800,000-gallon (1.8 MG) Stewart Airport Water Storage Tank was erected in 1991. The tank is a welded steel standpipe with welded lap construction. The standpipe is 54-feet in diameter and has a height of 105 feet. The water storage tank site is located on the Stewart Airport property and is within a fenced area.

The Stewart Tank serves the Town's distribution system in the Meadow Hill/Route 17K pressure zone (west of I-87). The distribution system consists of a network of water mains ranging in size from 6 to 16 inches in diameter. The Town supplies drinking water to about 25,000 people within the Town's Consolidated Water District (CWD) and the Town of Marlborough. The CWD encompasses about 72 percent of the Town area and is served by two sources of supply: the Chadwick Lake Reservoir and Water Filtration Plant and the Delaware Aqueduct Tap (DAT), a connection to the New York City Delaware Aqueduct Supply through Shaft 5a.

Based on conversations with the Town, the Stewart Tank was last painted in 1991 (when constructed) and based on the findings of the March 2013 Tank evaluation, is in need of re-coating. In order to provide maintenance painting of the Stewart Tank, it will need to be removed from service and drained for a period of about three to four months. With the Stewart Tank out of service, there is concern regarding fire flow availability within the zone. The Stewart Tank is the largest water storage tank in the Town and if it is

taken offline for maintenance, available supply for fire protection to the commercial/industrial users within the Stewart Airport/Route 17K pressure zone is considerably reduced. To facilitate taking the tank out of service, certain distribution system improvements are required, such as installing a pressure reducing valve (PRV) interconnection between the Meadow Winds and Meadow Hill service areas.

GHD understands that the Town would like to boost chlorine residuals within the service area served by the Stewart Airport Tank by the construction of a re-chlorination facility on the Stewart Airport Tank site. GHD also understands that water age within the tank and total trihalomethanes (TTHMs) are a concern for the Stewart Airport Tank water. Installation of a tank mixing and a TTHM reduction system will help mitigate these issues. Installing tank mixing and TTHM reduction systems while the tank is out of service for re-coating will decrease the overall time the tank is out of service as compared to these repairs/modifications being performed separately.

The Town would also like the ability to monitor the Stewart Tank levels remotely from the Chadwick Lake Filtration Plant (CLFP). Construction of a re-chlorination facility at the Stewart Tank will require remote monitoring of chlorine residual, chlorine feed pump status, and bulk chlorine storage levels.

#### SCOPE OF SERVICES

- I. Design Services – GHD Consulting Services, Inc. (GHD) will prepare and furnish the Town with a set of detailed drawings and specifications (Contract Documents), opinion of probable cost, and schedule for the construction of the project. GHD will assist the Town in obtaining permits and approvals from governmental agencies and regulatory bodies anticipated to be needed. Any fees required to obtain permits and approvals shall be paid by the Town. GHD will prepare invitations to bidders, information for bidders, and bid forms. GHD will utilize the Town's standard form of agreement, general conditions, and special conditions for the project. Elements of the design include:
  1. Stewart Airport Water Storage Tank Re-coating. Prepare contract drawings and specifications for recoating the interior and exterior of the tank. The existing exterior tank coating contains lead, therefore, the Contract Documents will provide for lead abatement (containment, testing, and disposal) during re-coating activities.
  2. Distribution System Improvements.
    - a. PRV Interconnection between Meadow Winds and Meadow Hill. Prepare contract drawings and specifications for the design of a below grade PRV station (vault) and associated piping modifications for interconnecting the Meadow Winds and Meadow Hill service areas. It is anticipated that minor piping modifications are required at the intersection of Meadow Hill Rd. and North Fletcher Dr. to interconnect the two service areas.
    - b. Altitude Valve at Tank No. 1 (near CLFP). Prepare contract drawings and specifications for the design of a below grade altitude valve chamber and associated piping modifications at Storage Tank No. 1. GHD understands that the altitude valve is needed in the winter, when the CLFP is in service, in order to prevent tank overflows during low demand periods. It is anticipated that minor piping modifications are required for installing the altitude valve and a bypass around the valve chamber. Wet taps will be used to connect the new to the existing piping in order to minimize water service disruptions. We have been advised that the subsurface, in the area of Tank No.1, contains bedrock.

3. Re-Chlorination System. Prepare contract drawings and specifications for the design of a re-chlorination system located on the Stewart Airport Water Storage Tank site. The re-chlorination system will be housed within the existing (decommissioned) chemical building on the tank site. Existing equipment (dividing concrete masonry unit wall, chemical feed equipment, and analyzers) within the building will need to be demolished and piping will need to be capped. It is assumed that 12.5% sodium hypochlorite (liquid solution) or calcium hypochlorite (granular tablet) will be the disinfection chemical used and the chemical selection will be made during the design stage. Components of the re-chlorination system consist of: chlorine feed system (metering pump skid system, storage tank, and weight scale), chlorine residual analyzer, chemical injection assembly, chemical feed piping, analyzer sample piping, flowmeter (on tank water line), room heater, electrical equipment, and emergency shower and eyewash station.
4. TTHM Reduction System. Prepare contract drawings and specifications for the design of a TTHM reduction system located within the Stewart Airport Water Storage Tank. The design will be based on Solarbee's© TTHM reduction mixing system, which consists of a submersible pump/mixer, spray nozzles, and possibly a blower. It is anticipated that minor modifications will need to be made to the tank to accommodate the TTHM reduction system. Electrical power is required for the TTHM reduction system and our fee is based upon existing electrical at the tank site having sufficient capacity to accommodate the power requirements of the system.
5. Tank Circulation Improvements. Prepare contract drawings and specifications for the design of a mixing system within the Stewart Airport Water Storage Tank to reduce water age. The design will be based on Solarbee's© GS-12 submersible mixing system, which consists of a mixer that rests on the tank floor. The mixing system requires power and our fee is based upon existing electrical at the tank site having sufficient capacity to accommodate the power requirements of the mixing system.
6. SCADA Integration. Prepare contract drawings and specifications for the design of a broadband communication system to transmit Stewart Tank level and re-chlorination facility (chlorine residual, chlorine feed pump status, and bulk chlorine storage levels) data to the CLFP. The broadband system consists of a PLC-based control panel at the Stewart Tank site that communicates to the CLFP via cellular modem. The system includes a virtual private network (VPN) router enclosure to be installed at the CLFP. The VPN router will serve as the gateway between the plant's existing supervisory software and the Stewart Tank control panel. This approach is contingent upon cellular service availability at the Stewart Tank as well as at the CLFP.
7. Coordination with Regulatory Agencies: Provide technical criteria, written descriptions, and design data for the Town's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist the Town in consultations with such authorities; and revise the Contract Documents in response to directives from such authorities. Printing five (5) sets of Contract Drawings, for regulatory approval, is included in the Scope of Services. The following regulatory agency coordination is included in the Scope of Services and budget for the project:
  - a. Orange County Department of Health (OCDOH) and the New York State Department of Health (NYSDOH).

- II. Coordination with Non-Regulatory Agency Services - The re-coating design will require coordination with non-regulatory agencies as described below.
1. Coordination with the Port Authority of New York and New Jersey (PANYNJ), including filing a Tenant Alteration Application.
  2. Coordination with the Federal Aviation Administration (FAA), including and FAA study (FAA Form 7460-1, Notice of Proposed Construction Alteration).
  3. Coordination with cellular service providers, including the possibility for temporarily relocating the cellular antennae attached to the tank during re-coating activities.

Non-Regulatory Agency Services will be provided on an as needed basis as discussed in the Payment to Engineer section.

- III. Bid Services – GHD will assist the Town in procuring bids for the project, including advertisement, issuance of Contract Documents to prospective bidders, and acceptance of bid deposits. We will lead a pre-bid meeting and prepare and issue addenda for the project as needed. We will assist the Town in opening, reviewing, and tabulating bids, preparing notices to proceed, and confirming the bidder's compliance with contract conditions. Printing twenty (20) sets of Contract Documents for the Town's and GHD's use is included in the Scope of Services.
- IV. Construction Services – We will provide the following services during the construction phase of the project:
1. General Administration of Construction Contract. Consult with the Town and act as the Town's representative as required.
  2. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the site.
  3. Schedules. Receive, review, and determine the acceptability of schedules that the Contractor is required to submit to GHD, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  4. Progress Meetings. GHD will attend and lead monthly progress meetings. A total of six (6) progress meetings are included under this Scope of Services. We will distribute meeting minutes after each progress meeting.
  5. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with design concept of the completed project, as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs.
  6. Substitutes and "or equal". Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by the Contractor.
  7. Disagreements between Town and Contractor. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the

- requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's work.
8. Application for Payment. Determine the amounts that GHD recommends the Contractor be paid. Such recommendations of payment will be in writing.
  9. Contractor's Completion Documents. Receive, review, and transmit to the Town maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, and Samples.
  10. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with the Town and Contractor, conduct an inspection to determine if the work is substantially complete.
  11. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed work is acceptable so that we may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, GHD will also provide a notice that the Work is acceptable.
  12. SCADA Programming. SCADA programming and integration to transmit Stewart Tank level and re-chlorination facility (chlorine residual, chlorine feed pump status, and bulk chlorine storage levels) data to the CLFP, including:
    - a. Development of graphics, alarms, and trends for the Stewart Tank level and re-chlorination system.
    - b. Configuring the VPN hardware required to facilitate communication between the CLFP and the Stewart Tank site.
  13. Defective Work. Recommend to the Town that the Contractor's work be rejected while it is in progress if, GHD believes that the Work will not produce a completed project that conforms generally to the Contract Documents.
  14. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
  15. Change Orders and Work Change Directives. Recommend change orders and work change directives to the Town, as appropriate, and prepare change orders and work change directives as required.
- V. Construction Observation Services – GHD will provide construction observation services through subcontracted assistance for the Stewart Tank re-coating and site visits by a qualified design professional.
1. Resident Project Representative (RPR). Steel tank coating is a very delicate process that depends heavily on strict adherence to coating manufacturer's application conditions (including temperature and humidity) and a high level of surface preparation. Improper application of the coating system can compromise the effectiveness of the coating system and can lead to steel tank corrosion. Due to the sensitivity of the coating application process, GHD will use the

subcontracted assistance of a tank inspection company to provide the following field representation:

- a. Monitoring and approval of structural repairs, modifications and other changes for conformance to the specifications.
  - b. Inspection of the abrasive blasting materials, procedures and equipment for conformance with the specifications.
  - c. Inspection and approval of surface preparation, blast quality, mil profile and critical aspects of painting of steel structures.
  - d. Monitoring paint removal and abatement for conformance to the specifications and environmental regulations.
  - e. Monitoring ambient conditions to verify a suitable atmosphere for preparation and application of coatings.
  - f. Monitoring the Contractor's mixing and application of the coatings in accordance with the specifications
  - g. Determination of both wet and dry film thicknesses of each coating and total coating system applied.
  - h. Evaluation of cure, re-coating and critical aspects of painting of steel structures (including holiday and adhesion testing).
  - i. Recording the contractor's progress for adherence to the construction schedule, and authorization of progress payments.
  - j. Submittal of daily and weekly inspection reports, with photographs.
  - k. Final inspection including determination of punch list items and coordinating subsequent corrective action by the contractor.
  - l. Final inspection and acceptance of the Work as well as establishment of a warranty date.
2. Site Visits and Observation of Construction. Make site visits at intervals appropriate to the various stages of construction, as GHD and the Town deem necessary, to observe as an experienced and qualified design professional the progress and quality of the Contractor's executed work.

## SCHEDULE

- I. Design Services – GHD proposes to complete the design phase services within 120 days of notice to proceed from the Town.
- II. Bid Services – A 60-day period is anticipated for this project. The bid period commences on the date of the bid advertisement and terminates upon contract award by the Town.
- III. Construction Services – The construction phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by GHD for final payment to contractors for an anticipated 6-month contract period.



GHD will be entitled to an equitable increase in compensation if Construction Services are required after the original date for final completion of the work as set forth in the construction contract.

The payments to the Engineer established below, are effective only through the periods indicated.

**PAYMENT TO ENGINEER**

- I. For Design Services (Task I), Bid Services (Task III), and Construction Services (Task IV), GHD will complete this work for a lump sum fee of \$183,000.
- II. For Construction Observation Services (Task V), a budget of \$53,500 is estimated for up to 360 hours of RPR services for the Stewart Tank re-coating inspection during abrasive blasting and re-coating operations, including final inspection of all completed work. Subcontracted services will be billed at cost times a factor of 1.1. A budget of \$15,200 is estimated for up to 108 hours (9 site visits) for GHD Construction Observation.
- III. For Coordination with Non-Regulatory Agency Services (Task II), GHD proposes to complete these services on an as needed or as requested basis. Payment will be made for GHD services on an hourly basis plus reimbursable expenses for all work under this task.
- IV. For Additional Engineering Services which may include, but not necessarily limited to, Construction Observation beyond the contract completion date, re-inspection of correction of defective work, review of excessive claims, payment will be made for GHD services on an hourly basis plus reimbursable expenses for all work under this task.

We appreciate the opportunity to submit this proposal and look forward to continued assistance to the Town.

Sincerely;

GHD Consulting Services Inc.

GHD Consulting Services Inc.

Kevin Castro, P.E.  
Principal

Clayton Johnson, P.E.  
Project Manager

cc: File

West Stone Street Sewer Extension 8-13-2014

\$ 54,838.00 Original cost estimate of extra work submitted change order # 6  
By Parrott Enterprises (PE)  
4,838.00 Credit offered by Parrott Enterprises

\$ 50,000.00 discounted payment agreed to by George Kohler of Parrott Enterprises in August of 2014

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Since 1886

PARROTT ENTERPRISES, INC.

319 NORTH PLANK ROAD

NEWBURGH, NEW YORK 12550

P. O. Box 1055, Newburgh, NY 12551-1055

Tel: 845-562-3333 Fax: 845-562-3334

December 2, 2013

FAX TO: NATHANIEL MEDFORD, E.I.T.  
GHD CONSULTING ENGINEERS, LLC  
FAX NO: 315-655-4180  
FROM: GEORGE R. KOHLER  
SUBJECT: W. STONE ST. SEWER DISTRICT EXT., TOWN OF NEWBURGH

CHANGE ORDER REQUEST NO. 6 - TIME AND MATERIALS FOR  
LOT NO. 12 (84-4-26) PLUS SMH#6

Frank Zmitrowitz informed Harry Serviss, Parrott's Foreman, and George R. Kohler at the job site that he was making a Field Order Change due to site conditions.

The change involved relocation of SMH#5, the addition of SMH#6, a sewer main between SMH#5 and SMH#6, and a long sewer lateral to Lot No. 12. Frank further stated that this change order would be on a time and material basis.

After excavating the sewer trench the material removed from the said trench was inspected by Frank Zmitrowitz, GHD Project Representative. Frank stated that the material was ash and would be unsuitable to be put back into the trench. He further stated that the material to be put back into the trench would be Item #4 Bluestone.

Breakdown of cost for Change Order Request No. 6 is transmitted Herewith.

K:M  
✓ CC-James Osborne  
Fax: 845-566-1432

Total Pages 5

PARROTT ENTERPRISES, INC.

FAX TO: NATHANIEL MEDFORD, E.I.T.

December 2, 2013

SUBJECT: CHANGE ORDER REQUEST NO.6

Page #2 (Revised)

COST FOR LOT NO.12 (84-4-26) PLUS SMH#6 AS ORDERED BY FRANK ZMITROWITZ, GHD ENGINEERING.

MATERIALS:

6" PVC Pipe	101' @ 1.86	\$ 187.86 ✓
T-Wye	2 @ 25.25	50.50 ✓
45° Bend	4 @ 13.00	52.00 ✓
Adaptor	2 @ 13.00	26.00 ✓
Plug	2 @ 10.00	20.00 ✓
Cast Iron CleanOut Unit		75.00 ✓
Item #4 Stone Fill	63.92 Tons @ 16.50	1,054.68
3/4" Stone bedding	15.98 Tons @ 16.00	255.68
Trucker's Surcharge	4 @ 2.50	10.00
Misc. Pipe lube, solvent, cement, sewer tape	L/S	50.00
<b>Total Materials</b>		<b>\$ 1,781.7</b>

Materials for SMH6:

See attached quote from LHV Orecast		1,447.05
Portland Cement	2 @ 10.66	21.32
Cement blocks & bricks	L/S	35.00
Mortar Mix	10 @ 5.24	52.40
5-gal. Hydraulic cement		55.00
SS Straps	2 @ 7.50	15.00
3/4" Stone (bedding for manhole)	L/S	100.00
<b>Total Magerials</b>		<b>1,725.</b>

Labor (5-Man Crew):

Equipment Operator	2 @ 69.31	138.62
Teamster		57.49
Laborer		52.20
Project Mgr		50.00
		<u>298.31</u>
Payroll Taxes - 14.74%		43.97
Insurances - 46%		<u>137.22</u>
5-Man Crew Hourly Rate		479.50

Time with Equipment:

10/17/13	8 hrs	
10/22/13	8 hrs	
10/23/13	8 hrs	
10/24/13	8 hrs	32 hrs

Time for Cement Work on SMH#6

10/28/13	1 1/2 hrs	
11/6/13	2 1/2 hrs	
11/7/13	2 1/2 hrs	<u>6.5 hrs</u>
	38.5 hrs @ 479.50	18,460.

(continued)

PARROTT ENTERPRISES, INC.

FAX TO: NATHANIEL MEDFORD, E.I.T.  
 SUBJECT: CHANGE ORDER REQUEST NO. 6

December 2, 2013  
 Page #3 (Revised)

<u>Equipment:</u>	<u>Hrly Rate</u>		
Hyundai Compactor	\$ 125.00		
Hyundai Excavator	100.00		
Hyundai Loader	85.00		
Hyundai Hydraulic Ram	100.00		
10-Whl Dump Truck	95.00		
Bobcat Excavator	50.00		
Demolition Saw	10.00		
Trench Box	15.00		
Total Hrly Rate	580.00	for 32½ Hours	18,850.00
<u>One-Day Rental Charge</u>			
Hammerdrill & Bit	95.00		
Generator	35.00		
Survey Eq.w/Laser	100.00		<u>230.00</u>
Total Equipment Charge			19,080.00

Fuels:

It is difficult to determine with accuracy the exact amount of fuel, grease and oil were used for each piece of equipment, which was serviced every day. However, it is fair to say that during the working day, at least one piece of equipment was in use.

Total Fuel for 32.5 hrs @ 40.00 1,300.00

LOADING & TRUCKING OF 50 cy of UNSUITABLE FILL FROM STAGING AREA TO DISPOSAL SITE

<u>Equipment:</u>			
Hyundai Loader	2 hrs @ 100.00	200.00	
10-Whl Dump Truck	6 hrs @ 95.00	<u>570.00</u>	770.00

Labor:

Eq. Operator	2 hrs @ 69.31	138.62	
Teamster	6 hrs @ 57.49	344.94	
Foreman	2 hrs @ 69.31	138.62	
Proj.Mgr	2 hrs @ 50.00	<u>100.00</u>	722.18

Fuels:

Diesel 150.00

Total Disposal Cost 1,642.18

(continued)

PARROTT ENTERPRISES, INC.

FAX TO: NATHANIEL MEDFORD, E.I.T.  
SUBJECT: CHANGE ORDER REQUEST NO. 6

December 2, 2013  
Page #4 (Revised)

SUMMARY OF COSTS

FIELD ORDER CHANGE AS ORDERED BY FRANK ZMITROWITZ FOR TIME AND MATERIAL COST FOR LOT NO. 12 PLUS SMH #6 INCLUDING THE REDESIGN AND RELOCATION OF SMH #5.

Materials for Lateral .....	\$ 1,781.72
Materials for SMH #6 .....	1,725.77
Labor .....	18,460.75
Equipment .....	19,080.00
Fuels .....	1,300.00
Disposal of Condemned Fill .....	1,642.18
	<hr/>
	43,990.42
Overhead - 10% .....	4,399.04
	<hr/>
	48,389.46
Profit - 10% .....	4,838.95
	<hr/>
	53,228.41
Bond .....	1,610.00
	<hr/>
TOTAL COST - CHANGE ORDER #6 .....	\$ 54,838.41
	<hr/>

LHV PRECAST INC  
 540 ULSTER LANDING RD  
 KINGSTON, NY 12401-6963

# QUOTE

DATE	QUOTE #
10/17/2013	1310715
	Rep
	ATB

NAME/ADDRESS
PARROTT ENTERPRISES INC 319 NORTH PLANK ROAD PO BOX 1055 NEWBURGH NY 12550
562-3337

PROJECT:	CONTACT:
WEST STONE STREET	HARRY

Item	Description	Qty	UOM	Cost	Total
DRAJ...	48" DIA BASE	1	EA	173.00	173.00
DRAJ...	48" DIA RISER	4	YF	84.00	336.00
DRAJ...	48" DIA RISER	1	VF	84.00	84.00
DRAJ...	48" DIA FLATTOP WITH 24" OPENING	1	EA	213.00	213.00
CASTL...	24" DIA X 4' FRAME AND COVER "TOWN OF NEWBURGH SANITARY SEWER"	1	EA	325.00	325.00
PSX12Y	PSX12Y BOOT 6" PVC (ONE FOR CORE INTO SMH 5)	3	EA	60.00	180.00
BUTYL	STRIP 1" BUTYL	3	EA	12.00	36.00
MISCE...	ASPHALT COATING	6.67	VF	15.00	100.05

*NEW CHANGE ORDER  
 ADD SMH 5*

Thank you for this opportunity to provide you with an estimate. We look forward to serving your business needs in the future. Please note that this quotation does not include sales tax. A resale or tax exempt certificate will be required, prior to delivery or sales tax will appear on the invoice. LHV Precast allows for 2 hours of unloading time for delivery and charges \$100.00 per hour thereafter. LHV Precast's liability is limited to fixing defective products. Backcharges will not be accepted. There will be a 2% finance charge on all unpaid balances over 30 days past due. Terms begin the day the order is ready to ship. This quotation is valid for 30 days from the date appearing above. Any additional materials required for this project will be billed at the same unit price.

Subtotal	\$1,447.05
Total	\$1,447.05

ACCEPTANCE SIGNATURE \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
845 336-8880	845 336-8963	lhvprecast@worldnet.att.net	LHVPRECAST.COM



## REAL PROPERTY TAX SERVICE AGENCY

John I. McCarey - Director  
124 Main Street  
Goshen, New York 10924  
(845) 291-2491

Steven M. Neuhaus  
County Executive

July 2014

### COUNTY LAND FOR SALE!

#### ATTENTION ADJOINING PROPERTY OWNERS

<u>Newburgh</u>	<u>97</u>	<u>1</u>	<u>8</u>
TOWN	SECTION	BLOCK	LOT

THE COUNTY OF ORANGE HAS ACQUIRED THE ABOVE REFERENCED PROPERTY FOR NON-PAYMENT OF TAXES. SINCE YOU ARE AN ADJOINING OR NEIGHBORING PROPERTY OWNER OF RECORD, **YOU MAY BE INTERESTED IN PURCHASING THE PROPERTY FOR A MINIMUM BID OF \$1000** OR BEST OFFER RECEIVED FROM THE BIDDERS. TAXES FOR ALL PRIOR YEARS ARE SATISFIED WITH YOUR OFFER. YOU WILL BE RESPONSIBLE FOR CURRENT YEAR TAXES ONLY.

THE SUBJECT PROPERTY FOR SALE IS HIGHLIGHTED IN YELLOW ON THE ENCLOSED MAP. YOUR PROPERTY IS HIGHLIGHTED IN RED AND DENOTED WITH A WHITE MARK. ALSO ENCLOSED IS A BID FORM.

SHOULD YOU WISH TO PURCHASE THIS PROPERTY FROM THE COUNTY, A BID FORM ALONG WITH A 10% DEPOSIT IS REQUIRED **BY THE '2014 BID DEADLINES'** POSTED ON OUR COUNTY WEBSITE AT [WWW.ORANGECOUNTYGOV.COM/REALPROPERTY](http://WWW.ORANGECOUNTYGOV.COM/REALPROPERTY). **ALL PAYMENTS MUST BE CASH, CERTIFIED CHECK, OR AN OFFICIAL BANK CHECK PAYABLE TO THE COMMISSIONER OF FINANCE.** BIDS ARE SUBMITTED TO THE FINANCE COMMITTEE ON A MONTHLY BASIS FOR APPROVAL. PLEASE MAIL OR DELIVER TO:

REAL PROPERTY TAX SERVICE  
124 MAIN STREET  
GOSHEN, NY 10924  
(845) 291-2492

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL 291-2492.

VERY TRULY YOURS,

ERIC RUSCHER  
ASSISTANT DIRECTOR



**ORANGE COUNTY DEED PARCEL  
OFFICIAL BID/PURCHASER DOCUMENT**

CONTRACT FOR BID/PURCHASE OF ORANGE COUNTY REAL ESTATE DEED SALE PARCELS

THIS IS A LEGALLY BINDING DOCUMENT. YOU SHOULD CONSIDER  
CONSULTING YOUR LAWYER BEFORE SIGNING THIS DOCUMENT

I/we as bidder/purchaser of deed sale parcels accept and understand the following conditions:

1. IDENTIFICATION OF THE PARTIES

DATE \_\_\_\_\_

A. SELLER – County of Orange, Government Center, Main Street, Goshen, New York 10924

B. BIDDER/PURCHASER: \_\_\_\_\_  
\_\_\_\_\_

RESIDING AT: \_\_\_\_\_  
\_\_\_\_\_

S.S. or FED. I.D. #: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

*DEED WILL BE ISSUED IN BIDDER/PURCHASER'S NAME ONLY*

C. COUNTY AGENT – When referred to herein means Office of Real Property Tax Service,  
Seller's Agent for Orange County, 124 Main Street, 1887 Building, Goshen, New York, 10924  
Phone: (845) 291-2491 Fax: (845) 291-2499

2. PROPERTY/PARCEL TO BE SOLD – (Called "the property"); **SOLD "AS IS"**.

The property which the Seller agrees to sell and the Buyer agrees to purchase "as is" is  
located at/on \_\_\_\_\_ in the

Town \_\_\_\_\_ Village \_\_\_\_\_ Type of Property \_\_\_\_\_

Tax Sale Year \_\_\_\_\_

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_ County of Orange, State of New York

This property includes all the Seller's rights and privileges, if any, to all land, water, streets and annexed to,  
and on all sides of the property (with the exception of County roads). The lot size of the property is  
approximate as shown on Tax Record or Tax Maps.

3. ITEMS INCLUDED IN SALE – All buildings and improvements, if located in or on the property at the time this  
contract is signed by both Seller and Bidder/Purchaser, are included "as is" with the property at no additional  
cost, however, the Seller bears no responsibility for items missing or removed from property.

4. ITEMS EXCLUDED FROM SALE – The following items are excluded from the sale:  
Personal property of former owner or tenants, if any, plus: \_\_\_\_\_

5. THIS SALE IS SUBJECT TO:

- (1) Approval of Orange County Committee of Finance & Administration
- (2) Approval of Orange County Legislature

Successful Bidder/Purchaser MAY be responsible for current year's taxes (see Page 2, #14). Additional fee  
is a Filing Fee, with no adjustment made as to date of closing **PAYABLE TO ORANGE COUNTY CLERK.**

Time of closing within 30 days or by date set by Resolution of Legislature.

Form of deed will be a Quit Claim Deed delivered approximately 45 days after payment of moneys.

Type of payment must be cash or certified check or official bank check **PAYABLE TO: ORANGE COUNTY  
COMMISSIONER OF FINANCE.**

11/12

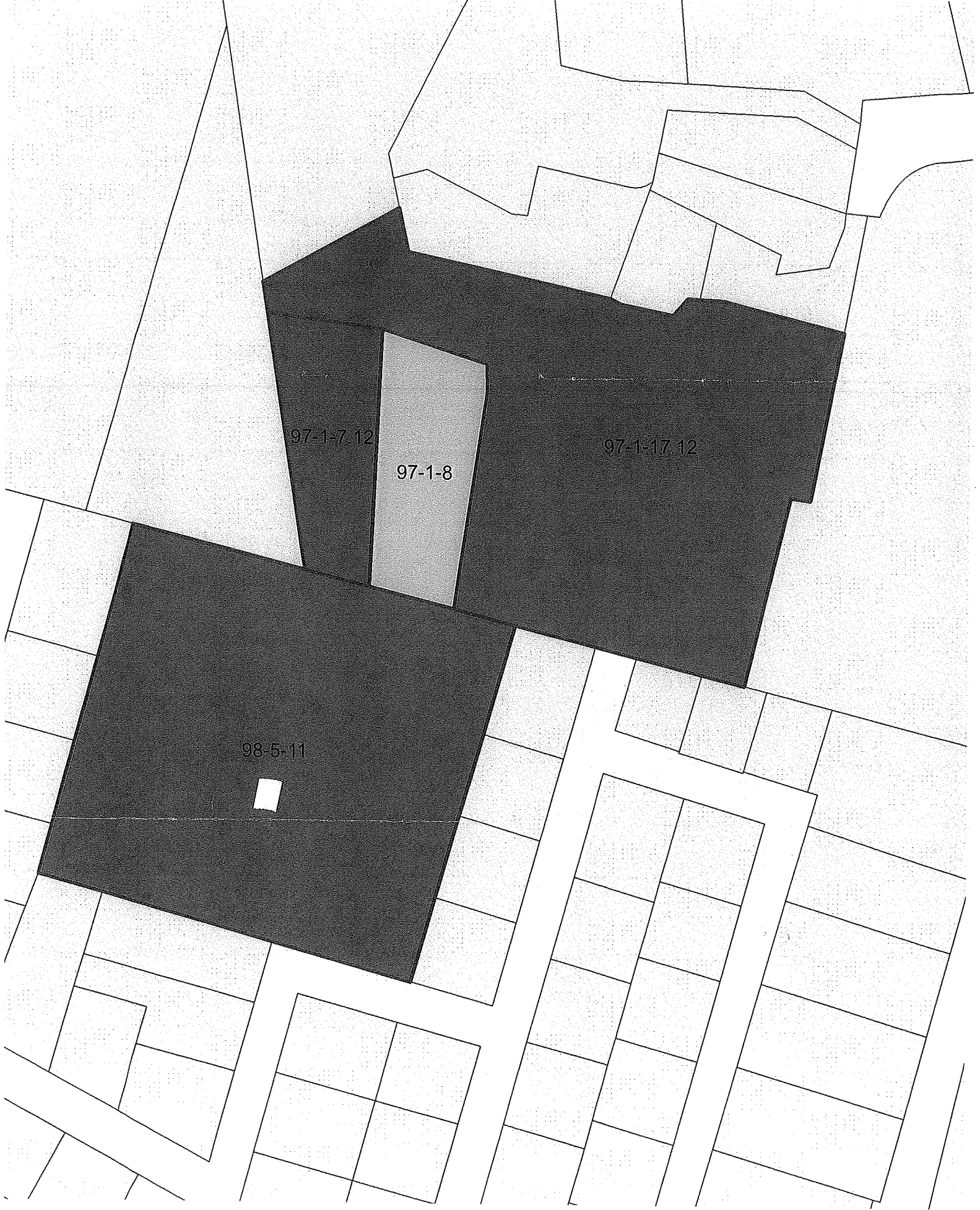
17. POSSESSION – Bidder/Purchaser shall be given possession of the property at closing (transfer of title), unless otherwise agreed to in writing signed by the parties and subject to any occupancy of a tenant.
18. REPAIR OF DAMAGE PRIOR TO CLOSING – In the event Bidder/Purchaser has neither possession nor legal title to the property and any improvement is damaged by any cause or act of God prior to closing, Seller may within 30 days and by written notice to Bidder/Purchaser, elect to repair such damage. Seller shall then have a reasonable time to collect any insurance proceeds and cause such damage to be repaired in a good and workmanlike manner at the Seller's expense. The closing shall be extended for completion of such repairs at the Seller's option. Otherwise, Risk of Loss prior to closing shall be as set forth under NEW YORK STATE GENERAL OBLIGATIONS LAW, SECTION 5-1311 or other applicable law shall apply to this contract as though set forth herein.
19. NOTICES – Any notice contemplated by this agreement is deemed given on date or notification by the Seller, if in writing and delivered by any party to the other (Buyer/Purchaser or County) by any of (1) or (2) or (3), (a) through (c):
- (1) in the same manner as a summons in a civil action or in the Supreme Court of the State of New York; or
  - (2) by certified mail, return receipt requested; or
  - (3) by delivery to the party's authorized agent or attorney either:
    - (a) in the same manner papers are served on an attorney in a civil action, or
    - (b) by certified mail, return receipt requested; or
    - (c) if (3) (a) or (b) is used, in addition, a copy of the notice must be mailed first class mail to the other party at the address shown at the end of this agreement; however, notice is deemed given when made by the Seller.
  - (4) The person who signs this agreement for any party, Bidder/Purchaser or Seller, is the person to whom notices will be given for such party.
  - (5) All notices should also be sent to Office of Real Property Tax Service, 1887 Building, 124 Main Street, Goshen, NY 10924.
20. ENTIRE AGREEMENT – This contract constitutes the entire agreement between Seller and Bidder/Purchaser, and neither is relying on any statements, promises, representations, inducements, agreements or warranties expressed or implied, oral or written, that are not set forth herein; except that each undersigned warrants having the authority and capacity to sign as and/or for Seller and Bidder/Purchaser, respectively.
21. CHANGES TO CONTRACT MUST BE SIGNED AND IN WRITING – Any changes to this contract are not effective unless in writing and signed by Seller and Bidder/Purchaser or their duly authorized agents. However, any change in the obligation of the Bidder/Purchaser or any terms affecting the Seller shall not be effective without the written consent of the Seller.
22. BINDING DOCUMENT UPON PARTIES, ETC. – This agreement is binding upon and shall inure to the benefit of the Seller and Bidder/Purchaser, and their respective heirs, legal representatives, successors, executors, assigns or distributees.
23. SELLER'S TITLE – At closing Seller shall transfer title to the property to the Bidder/Purchaser; subject to easements, rights of way, restrictions, rights, privileges, zoning, environmental protection, sub-division laws, or any other laws and regulations that may affect the use and maintenance of the property, and to such state of facts as an accurate survey and personal inspection of the premises shall disclose or other conditions of title as may then exist. Bidder/Purchaser further agrees to accept all Terms of Sale.
24. PROPERTIES ARE SOLD AS OFFERS OR BIDS ARE ACCEPTED ON A MONTHLY BASIS BY ORANGE COUNTY LEGISLATURE. PLEASE CALL OFFICE OF REAL PROPERTY TAX SERVICE AT (845) 291-2492 FOR AVAILABILITY OF ANY OF THESE PROPERTIES.
25. A. Lead Paint Disclosure – Housing sales on residential dwellings that were built prior to 1978 are notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. (See attached Rider). \_\_\_\_\_  
INITIAL
- B. If property is improved by a structure, the County makes no reference to the existence of a smoke detector.



**Print Date:** 08/19/2014  
**Image Date:** 11/22/2012  
**Level:** Community



Print Date: 08/19/2014



97-1-7-12

97-1-8

97-1-17-12

98-5-11