

JOSEPH P. PEDI
Town Clerk, 1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554

WORKSHOP MEETING AGENDA
Monday, June 24, 2019
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. LIABILITY INSURANCE: Submission of Quotes**
- 7. PROPERTY PURCHASE: Mid- Hudson Marina**
- 8. TOWN CLERK:**
 - A. Appointment of Second Deputy Town Clerk**
 - B. Salary and Start Date of Newly Appointed Second Deputy Town Clerk**
- 9. 21 HUDSON PLAZA: Award of Carpentry Work**
- 10. JUSTICE COURT GRANT: Award of Door Access System**
- 11. ZONING BOARD OF APPEALS: Polo Club**
- 12. POLICE BENEVOLENT ASSOCIATION (PBA): Ratification of Contract**
- 13. RESOLUTION: Retirement System**
- 14. YOUTH EMPLOYMENT WORK SITE AGREEMENT**
- 15. APPROVAL TO CONDUCT APPRAISAL: 350 Route 32**
- 16. ENGINEERING:**
 - A. Stormwater Cost Estimate for 11 Old Balmville Road**
 - B. Stormwater Agreement for 11 Old Balmville Road**
- 17. EXECUTIVE SESSION: CSEA Memorandum of Agreement (MOA)**
- 18. ADJOURNMENT**

GJP; jpp
Third Revision 6/21/2019 8:45 am

**TOWN OF NEWBURGH
TOWN ENGINEER
MEMORANDUM**

TO: Gil Piaquadio, Supervisor & Town Board
FROM: James W. Osborne, Town Engineer
DATE: June 18, 2019
RE: SUMMARY OF MID-HUDSON MARINA SITE INVESTIGATIONS

In response to the escalating costs to purchase raw, untreated water from the Delaware Aqueduct, the Town of Newburgh undertook an evaluation of the potential to develop groundwater supplies to supplement its existing surface water supplies. A report prepared by Leggette, Brashears & Graham (*Preliminary Groundwater Supply Development Feasibility Assessment, Town of Newburgh*, dated 9 March 2016) identified several potential sites for groundwater supplies for exploration.

Sometime in 2017, the Town of Newburgh was approached by the owner of an existing site with a reported potential ground water production capacity in excess of 500,000 gallons per day. The Town was asked if there was any interest in purchasing the property for the purpose of constructing a new ground water supply.

The site, located along the shore of the Hudson River near the northern boundary of the Town, had been proposed for development by the Mid-Hudson Marina Corporation. A test well was installed on site and pump tests conducted on the Developer's behalf showed sufficient capacity for the proposed development and were indicative of a significantly higher potential yield.

The purpose of this memo is to summarize the site investigations and testing undertaken by the Town.

WELL PUMP TESTING

The Town engaged the services of Leggette, Brashears & Graham, Professional Hydrogeologists to undertake pump tests on the existing test well to confirm the potential yield of the site. Specifically, the “purpose of the evaluation was to assess the performance of the Well, along with the yield potential and quality of the tapped unconsolidated deposits (sand and gravel) aquifer relative to the future water supply needs of the Town of Newburgh.”

In a technical Memorandum dated 3 November 2017 from Zachary Tyczka and Frank Getchell, PG to the Town of Newburgh (*Summary of testing results for the Boyd Artesian Well – “Anchorage on Hudson”, Town of Newburgh, New York*), the following test results and conclusions were reported:

“The available information and data reviewed to date suggests the Well is inefficient and, as a result, not able to develop groundwater from the aquifer at a capacity commensurate with its yield potential.”

“The trend of the water level decline exhibited at Piezometer PZ-2 in response to the pumping of the Well was relied on” to establish the aquifer characteristics. “analysis of the corresponding trend of drawdown over elapsed time since pumping of the well started, indicated that the tapped aquifer has a local transmissivity value of about 47,500 gallons per day per foot (gpd/ft.) This value is considered to be moderate to high.”

Based on the pumping test data, if the Well had been designed, constructed and maintained so that it exhibited an efficiency of at least 50%, it could be capable of yielding **at least 500 gpm** under the prevailing aquifer conditions (emphasis added).”

The 500 gpm estimate is equivalent to 720,000 gallons per day. The yield potential is contingent upon the construction of a new well, 10 inches or larger in diameter, properly designed, constructed, and developed in a manner that affords optimal pumping of groundwater from the local sand and gravel aquifer. Well construction with a higher efficiency (typically be as high as 70 to 80 %) could possibly provide a higher yield.

the basis of this result, the Town Board had Leggette, Brashears and Graham execute another round of water quality sampling of the groundwater in June 2019. Test results were similar.

Results for this contaminant are below the health advisory of 70 ng/l recommended by the United States Environmental Protection Agency and below the propose 10 ng/l Maximum Contaminant Level under consideration by the New York State Department of Health.

ENVIRONMENTAL SITE INVESTIGATION

The Town Board engaged the services of The Chazen Companies to conduct a Phase I Environmental Audit of the site to identify potential environmental/contamination issues associated with the property. Their report (*Phase 1 Environmental Site Assessment, Mid-Hudson Marina Corp. Property, 268 Oak Street, Town of Newburgh, Orange County, New York* dated 3 May 2019) offered the following conclusions:

1. “the lack of prior owner interviews is a data gap, and the limited information about the building use and associated heating systems did not date back to building construction (in 1850), which is considered a Significant Data Gap (SDG).”
2. “lack of information about the source of soil used in the soil piles and potential impacts to the ground from discarded materials is considered an SDG.”
3. “the inclusion of the site within the NPL boundaries is considered a Recognized Environmental Condition (REC), although the source area is over 80 miles upstream and the potential PCB impacts to river sediments are not known.
4. “One hazardous waste site, five LUST events, and seven surficial spill events have been reported within the ASTM search distance from the site. Based on the location, the associated remediation, and/or closure of the property by the NYSDEC, these facilities **are not considered a REC for this site** (emphasis added).”

Chazen identified that further investigation should be conducted to identify whether the lack of information regarding the source of soil used in the soil piles and potential impacts

to the ground from these discarded materials to determine if they constitute a REC or not. The Town authorized the necessary soils testing in June 2019 with an expedited lab analysis and Chazen submitted a letter report summarizing the results (*Limited Phase II Soil Sampling, Mid-Hudson Marina Corp. Properties, Oak Street, Town of Newburgh, Orange County, NY* dated 14 June 2019).

The report concluded that

“This assessment has revealed no signs of recognized environmental conditions (as defined under ASTM E 2247-16) regarding the Site.”

“The soil sample results meet the meet Unrestricted Use soil cleanup objectives with the exception of one sample near a location of former Site buildings that identified a slightly elevated lead concentration that met the Residential Use soil cleanup objective. This lead result does not require reporting to NYSDEC and would not likely result in a regulatory driven removal action; therefore, it is considered *de minimis*. If disturbed, the soil would need to be properly managed and disposed of off-Site. If soil piles are disturbed and impacts are discovered during soil movement, additional sampling may be warranted.”

And

“based on the current and planned future use of the Site, shallow soil quality at the sampled locations appears acceptable, with no evidence of gross contaminant impacts identified in the field or by laboratory analysis. No further action or remedial efforts are recommended.”

The above conclusions are subject to the limitations listed in the report.

SUMMARY

The potential groundwater yield of 720,000 gallons per day represents a potentially significant water source for the Consolidated Water District. Specifically, it would provide 16% of the projected Average Day Water Demand and 9% of the projected Maximum Day Demand. Any development of this groundwater source will have to be incorporated into a comprehensive water supply plan for the Town of Newburgh.

The Environmental Site Assessment of the property did not identify any Recognized Environmental Conditions that threatened the water quality of the groundwater. In addition, the water quality testing of the groundwater did not indicate the presence of any level of VOC's, SOC's, pesticides, herbicides or any other contaminants associated with anthropogenic activities.

There is evidence of a confining layer between the groundwater in the overlying sand and gravel deposits and the groundwater being pumped from the test well. This confining layer in conjunction with proper well construction would offer a substantial barrier to the groundwater from any surface contamination in the immediate area. There is no guarantee that this aquifer, like every other groundwater source would remain uncontaminated.

I trust that the above is satisfactory. If you have any questions or comments, I am available to discuss them with you.

Cc: Mark Taylor, Attorney for the Town

7
(additional material)



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

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F: 845.562.9126

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P.O. Box 2280
Newburgh, NY 12550

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COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: ACQUISITION AND LEASE TRANSACTION FOR THE
ANCHORAGE SITE (MID-HUDSON MARINA)
OUR FILE NO. 800.1(B)() (2019); 800.____

DATE: JUNE 21, 2019

Enclosed for the Town Board's review prior to action on the Resolution of SEQR Determination is the proposed Negative Declaration. Please review it carefully and advise of any revisions, questions or concerns. The appendices consisting of the Environmental Assessment Form, the Environmental Audit and phase 1 and various test and engineer's reports are already at Town Hall and available for your review as well.

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

cc: Town Clerk Joseph P. Pedi (via e-mail)
James Osborne, Town Engineer (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Lori Coady, Assessor (via e-mail)

State Environmental Quality Review

NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number N/A

Date June __, 2019

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town Board of the Town of Newburgh has determined that the proposed action described below will not have a significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Town of Newburgh Proposed Real Property Acquisition in the Town of Newburgh, Orange County, New York for Future Groundwater Source for the Town of Newburgh Consolidated Water District and Future Park or Recreation Use by Bargain Sale, Lease and Donation Acceptance of SECTION 121 BLOCK 2 LOTS 1 and 2

SEQR Status: Type I
Unlisted

Conditioned Negative Declaration: Yes
 No

Description of Action:

The Proposed Action involves the acquisition of real property listed on the Town of Newburgh tax map as Section Block Lot ("SBL") 121-2-1 and SBL 121-2-2, partly for and on behalf of the Consolidated Water District pursuant to Town Law Section 202-b as a future groundwater source and partly for a future park by "bargain sale" of the fee interest, which includes a donation component and lease of retained groundwater rights. SBL 121-2-1, consists of approximately 11 acres and contains an approximately 0.9 acre upland peninsula extending into the Hudson River with the balance consisting of water grants in the Hudson River. SBL 121-2-2, consists of approximately 9.4 acres, per the real property tax records and title report, located along the western side of the New York Central railway off of Oak Street, in the Town of Newburgh, New York. The properties are accessed by easement from Oak Street across the neighboring property and a private railroad crossing must be used to reach the upland peninsula of SBL 121-2-1. The purchase will be subject to a reservation of groundwater rights by the current owner for a term of years during which the rights will be leased to the Town. As the appraised value of the real property exceeds the purchase price and potential rents, the Action also encompasses the

acceptance of a gift of the excess value from the present owner. The properties are presently an open, undeveloped area, but were most recently used as a marina. Applications have previously been submitted to the Town of Newburgh Planning Board for private redevelopment of the marina and associated uses, including accessory townhouses and a restaurant. The properties are in the I (Industrial), R-1-Residential and Marina Townhome Overlay Zoning Districts.

The properties are being divided between land dedicated for future park or recreation use and land used for the Consolidated Water District. Drainage from the properties flows to the Hudson River. SBL 121-2-2 contains a stormwater retention basin which was constructed in connection with the Anchorage residential subdivision, and is subject to an agreement with respect to that facility and its access. Certain other utility and access easements also encumber SBL 121-2-2.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

Oak Street, Town of Newburgh, New York 12589

Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination; See 617.6(d) for Conditioned Negative Declaration)

The Town Board has considered the action and reviewed the environmental assessment form, the environmental audit of the properties, consultant test reports and other supporting information. The action is an Unlisted Action.

The Town Board recognizes and acknowledges that not including within this review, subsequent projects (phases) which may occur on and near the properties given the purposes of the acquisition, including park or recreation improvements to accommodate public access, which may also entail crossing improvements to the railroad's property, as well as future well for public drinking water, treatment and delivery improvements which would be necessary for potable groundwater from this site to reach the municipal water system, is considered segmentation. If different activities are sufficiently related based on the factors enumerated by the Department of Environmental Conservation, a single environmental review is generally required, except when the agency determines that segmentation is warranted. Given the circumstances entailed in the several phases, when considered together in this case, the Town Board concludes that segmentation is warranted for the following reasons:

1. Information on future project phase(s) is too speculative,

Several variables will affect a future project phase involving the development of the property as a public water supply source and connection to the municipal water system. These include but are not limited to: changes in regulations governing water quality requirements at the time the project is undertaken, changes in treatment technologies and costs, changes in water conservation technologies, changes or extensions to the Water District's distribution system,

whether or not water treatment facilities will be located on the site or at another location, routing and point of connection to the water system from the site, changing water demand and changing costs to alternative supply sources. New regulations and technologies would impact the design and construction of the facilities, rendering any conceptual design at this time inadequate to evaluate potential environmental impacts.

Similarly, several variables will affect a future park or recreation development phase. These include but are not limited to: potential restrictions on park or recreation use to certain populations, such as Town residents only, access rights to the properties, whether or not access to the Hudson River shoreline will be provided or use will be limited to observation areas of the River, whether or not boat launching of any kind on the River will be permitted and if so, what kind, what improvements to the railroad crossing are feasible and will be permitted and other safety measures that may be necessary in light of the railroad's proximity, parking restrictions, whether or not trailers will be permitted, hours of park operation and closure, compatibility of improvements with future potential well/ water source protection, whether or not any concessions for partial use of the park or recreation area may be granted, whether and what kind of provisions will be made for emergency responders access to the River.

Information on future project phases is accordingly too speculative at this time.

2. Future project phase(s) may not occur;

A future phase involving the drilling of one or more wells and construction of related improvements for filtration and connection to the municipal water system may not occur. The properties are distant from the existing Consolidated Water District distribution system facilities and a substantial investment in new infrastructure would be required to deliver water to the existing system. That phase will be a function of cost effectiveness versus other, existing water supply sources and whether or not other more viable and cost effective tertiary water sources are developed for the Water District. Similarly no determinations have been made as to whether to undertake park or recreation improvements or maintain the park or recreation areas of the properties as an undeveloped, passive recreation area, and or whether to permit public use of the railroad crossing, so park or recreation development may not occur on one or both properties.

3. Future phase(s) are functionally independent of the current phase(s).

The current phases involving the acquisition of the properties is functionally independent of the future potential phases involving the development of the properties for uses as a public water supply and parks and recreation. The purchase of the properties does not trigger the other phases.

As the future phases must undergo a SEQRA review when planned and prior to being undertaken and are functionally independent, segmentation for this phase entailing the purchase of the properties is no less protective of the environment.

Segmentation is disfavored based on two perceived dangers. First is the danger that in considering related actions separately, a decision involving review of an earlier action may be practically determinative of a subsequent action. While the purchase of the property will be practically determinative of the dedication of a portion of the property to park purposes given the restrictions on alienation of parks, it is not determinative of the level of park development. Many parks throughout the State are undeveloped. Similarly, the purchase of a portion of the property in order to preserve access to the underlying aquifer, is not determinative of a well in fact being drilled and treatment and connection facilities being constructed as discussed above. As noted above, many factors will come into play in that determination. The purchase does not commit the Town to future development phases. The second danger of segmentation occurs when a project that would have a significant effect on the environment is broken up into two or more component parts that, individually, would not have as significant an environmental impact as the entire project, or indeed, where one or more aspects of the project might fall below the threshold requiring any review. That is not the case here. Taken together, no Type 1 threshold would be crossed by the property purchase and the potential future phases, but each will have to undergo an environmental review. The potential environmental impacts of both park and water source development will be studied extensively if and when proposed and will be subject to public input.

None of the criteria set forth in Section 617.7 of Part 617 and any other supporting information identify relevant areas of environmental concern which would lead to a determination that the action may have a significant effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope or magnitude and the number of people affected. No relevant areas of environmental concern are identified with respect to the acquisition of the properties.

With respect to the criteria that are considered indicators of significant effects on the environment, the lead agency has considered the following:

- 1) Existing air quality, surface or groundwater quality or quantity, traffic or noise levels, solid waste production or disposal, potential for erosion, leaching, drainage or flooding problems.

It is not at all likely that the proposed action will have any significant effect in these subject areas, because the action is limited to the acquisition of real property for the purposes of protecting and conserving access to an aquifer which is a potential groundwater source and future park or recreation use affording potential access to or ability to observe the Hudson River through a park or recreation designation. The property acquisition is for the municipal purposes of protecting and preserving access to one of the Town's identified potential groundwater

supply aquifers and for park or recreation land which affords access to another natural resource, the Hudson River. Most of SBL121-2-1 and certain portions of SBL 121-2-2 closest to the shoreline are subject to flooding hazard. The property acquisition will not change that and any future phases will take those hazards into account.

The elimination of the potential industrial, commercial and residential development of the site is expected to have a positive environmental effect by eliminating further risks of contamination.

Accordingly, no impacts are anticipated on air quality, groundwater quality or ground or surface water quantity, traffic levels, solid waste production or disposal, leaching drainage or flooding problems from the property purchase.

The Town Board therefore concludes that it is unlikely that the Action will have any adverse effects associated with the above criteria.

- 2) Aesthetic, agricultural, historic, or other natural or cultural resources, or community or neighborhood character.

The impacts in certain of the above-mentioned subject areas will likely be slight. With regard to visual and cultural resources and community character, the Action may be expected to create a slight impact on the Town's visual environment and community character by adding undeveloped park land. Because any impacts in the above-mentioned subject areas associated with the Action are minimal, no mitigation measures are needed. No agricultural or identified historic or archeological assets have been identified as being impacted by the Action, which entails a transfer of ownership.

These factors will undergo review again for any future project phases entailing improvements or construction on the land.

The Town Board concludes that the action is therefore not likely to impair the character or quality of any of those factors.

- 3) Vegetation or fauna, resident or migratory fish, shellfish or wildlife species, significant habitats, or threatened or endangered species of animal or plant or their habitat; or natural resources.

No disturbance of is anticipated from the action. The acquisition of the property in order to conserve it from future development and for protection of future access to the underlying aquifer and the Hudson River natural resources is not expected to have any significant impacts, either direct or indirect, on these subject areas, therefore, no mitigation measures are required. Otherwise, no effects in these areas are anticipated from the purchase of the property.

No adverse effects have been identified by the Town Board.

4) Impairment of the environmental characteristics of a Critical Environmental Area.

The Action is anticipated to have effects on the environmental characteristics of any Critical Environmental Area.

The environmental characteristics of a Critical Environmental Area will not be impaired by the acquisition of the property.

5) Existing community plans or goals, a change in the use or intensity of use of land including agricultural, open space and recreational resources, or other natural resources or hazard to human health.

The proposed Action does not create any conflict with any existing plans or officially stated land use policies within either the Town of Newburgh or Orange County, and adheres to the Town's comprehensive plan. The Town's adopted Comprehensive Plan Update provides:

"Enhancing access to the Hudson River was identified a number of times during the Plan process as an opportunity that the Town should consider further. Specifically, it was recommended that more recreation opportunities on the Hudson River waterfront should be created. Public access to the Hudson River is an important goal, even though access is limited by grade and the railroad."

Similarly, the Orange County Greenway Compact provides:

"The Hudson Riverfront is a world-class resource, and both the County Comprehensive Plan and the numerous local plans for the abutting municipalities call for enhanced access to the River."

With regard to potential changes in use or intensity of use of land or other natural resources, the proposed action is expected to have a positive direct impact, by increasing park or recreation land and the potential for access to recreational resources. No hazard to human health is likely to be created by the purchase of the properties. Use of the aquifer groundwater resource may potentially be increased in the future, but the acquisition of the property does not increase such use and any future development in that regard will undergo environmental review.

No significant effects are accordingly anticipated by the Town Board.

6) Growth, subsequent development, or other related activities, including the attraction of a large number of people compared to the number who would otherwise come, likely to be induced by the proposed action.

The action is not anticipated to lead to growth or subsequent development. The proposed Action will prevent further development of the property for currently zoned residential and industrial purposes and will accordingly have a positive effect by protecting an important potential municipal drinking water supply. Park land cannot be sold, leased, exchanged or used for non-park purposes without authorization from the New York State Legislature.. The Action may attract some people, even if the park/recreation component is undeveloped, but it unlikely to be a large number of people. When and if any park/recreation development is planned, the attraction of people that may be induced will be a consideration in the planning and environmental review. The Action is otherwise not considered likely to have any impact whatsoever, whether direct or indirect, neither positive or negative, in these subject areas.

No effects are therefore anticipated by the Town Board.

- 7) Any other long term, short term, cumulative, or other effects not identified above.

No additional long term, short term or cumulative or other effects are anticipated.

- 8) Other impacts (including changes in use of either quantity or type of energy, the creation of a material demand for other actions, changes in two or more elements of the environment together, cumulative effects of two or more related actions)

No other potential impacts have been identified as being likely, including affects on energy consumption. The impacts of the purchase of the property in order to ensure potential future access to the natural resources of the aquifer's groundwater and the Hudson River have been considered cumulatively.

The Town Board has also considered alternatives including the no action alternative and alternative regulations. It has examined whether adverse environmental consequences would result from not acting, and has determined that the proposed action is reasonably expected to provide environmental protection and access to a critical potential water resource of the Town and to the Hudson River, a recognized important natural resource, and to add to available recreational resources in the Town.

In reliance upon the EAF and after a hard look at the potential impacts it indicates may be reasonably expected in comparison to the criteria set forth in the SEQR regulations, the Town Board determines there is no indication that the action may have a significant impact on the environment.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of publication in the ENB)

N/A.

For Further Information:

Contact Person: Gilbert J. Piaquadio, Supervisor

Address: Town of Newburgh Town Hall
1496 Route 300
Newburgh, New York 12550

Telephone Number: (845) - 564-4552

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice Sent to:

Chief Executive Officer: Town of Newburgh

Other involved agencies (if any):

Applicant (if any): None

Environmental Notice Bulletin, Room 538, 50 Wolf Road, Albany, New York 12233-1750 (Type One Actions Only)

APPENDIX 1

Environmental Assessment Form



TOWN OF NEWBURGH

8A

1496 Route 300, Newburgh, New York 12550

Joseph P. Pedi
Town Clerk

845-564-4554

Fax: 845-564-8589

e-mail: josephpedi@townofnewburgh.org

lisaayers@townofnewburgh.org

Lisa M. Ayers
First Deputy Town Clerk

To: Gil Piaquadio

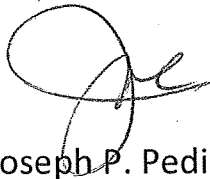
From: Joseph Pedi

Date: June 14, 2019

After conducting interviews with six candidates, I have decided to offer the position of Second Deputy Town Clerk to Tiffany M. Ray pending drug/alcohol testing, fingerprinting, background check, physical and completion of paperwork

Kindly place this item on the agenda for the Workshop Meeting scheduled for Monday, June 24, 2019

Sincerely,



Joseph P. Pedi

cc. Charlene Black



TOWN OF NEWBURGH

8B

1496 Route 300, Newburgh, New York 12550

Joseph P. Pedi
Town Clerk

845-564-4554

Fax: 845-564-8589

e-mail: josephpedi@townofnewburgh.org

lisaayers@townofnewburgh.org

Lisa M. Ayers
First Deputy Town Clerk

To: Town Board

From: Joseph Pedi

Date: June 20, 2019

Please note that the starting hourly salary for the Second Deputy Town Clerk is \$17.00 .

The anticipated start date for Tiffany M. Ray will be Monday, July 8, 2019.

Sincerely,

Joseph P. Pedi

QUOTES FOR CARPENTRY WORK AT 21 HUDSON PLAZA

The following depicts the quotes for the carpentry cost for 21 Hudson Plaza:

Company Name	Carpentry Cost (excluding materials cost)
Wahl-to-Wahl Home Improvements	\$ 46,340.00
Lakeside Construction & Renovation	\$ 16,500.00
Commercial Industrial Construction Corp.	\$ 40,600.00

Lakeside Construction & Renovation has the lowest quote for carpentry work in the amount of \$ 16,500.00. Carpentry cost will be covered by the Dormitory Authority of the State of New York (DASNY) funded State and Municipality Facilities Program.

Wahl-to-Wahl Home Improvements

520 Washington Ave
Newburgh, NY 12550
(845) 597-6147

6/13/2019

Town of Newburgh Building Department
308 Gardnertown Rd, Newburgh NY 12550

Work to be completed:

New Building Department
Hudson Valley Professional Plaza Rd.

- Remove walls and doors, salvage doors and hardware
- Frame new walls and floor joists
- All drywall installed ready for paint
- New countertops (plastic laminate)
- Install salvaged doors and new doors, reuse hardware
- Plywood at new floor system

With Materials - \$54,900
Wp Materials: \$46,340

Total Cost: \$ 54,900.00 (includes \$8560.00 for materials)

This price includes all materials, labor and equipment. Prevailing wage is included based on standard working hours, no overtime included. Based on architectural drawings dated 5/2/2019.

Items not included in the above price:

Taxes, EMT, electrical, plumbing, HVAC, data wire, sprinklers and anything not on the plans.

ESTIMATE

Town Of Newburgh Building Dept
21 Hudson Valley Professional Plaza
Newburgh, NY 12550

Lakeside Construction & Renovation, Inc.

312 Lakeside Rd
Newburgh, NY 12550

Phone: (845) 742-0377

Email: lakesideconstruction@aol.com

Estimate #

000245

Date

05/16/2019

Description	Total
Professional Plaza Alterations	\$16,500.00
Demo existing partition walls per prints	
Demo existing doors per prints	
Relocate existing doors	
Install new doors	
Frame in wall sections and close openings	
Install drywall and tape	
Frame and plywood second floor; new floor system per prints	

This estimate is for demolition, framing and drywall patching to "paint ready". Painting, wallpaper, flooring, or finishing is not included in this price.

This estimate is for labor only.

The Town Of Newburgh will be responsible to provide all materials. Lakeside Construction will make a materials list.

Subtotal	\$16,500.00
Total	\$16,500.00

*Minors
Materials
(we purchase)*



COMMERCIAL INDUSTRIAL CONSTRUCTION CORP.

9 Weyants Lane, Newburgh, New York 12550
845.564.8800 Fax 845.564.8801
cicny.com

Date: May 31, 2019
To: Town of Newburgh Building Department
Attn: Gerald Canfield
Project: New Building Department Renovation

With Materials: \$48,500
w/o Materials: \$40,600

PROPOSAL

Scope of Work:	\$ 9,800.00
Demolition:	
• Remove walls and doors as per plan.	\$ 25,800.00
Framing & Drywall:	
• Install new walls and infill framing as per plan. Includes countertops (Formica)	
Doors & Hardware:	\$ 12,900.00
• Install/relocate doors as per plan. Includes new 3'0" x 6'8" steel door and 1/2 door at reception.	
TOTAL COST:	\$ 48,500.00

Handwritten: \$ 7900
Handwritten: included in this price.

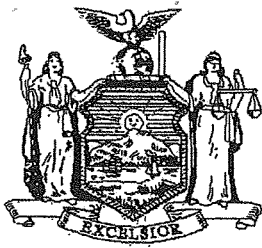
Workmanship and materials shall be guaranteed for a period of one year. The above work will be completed in a professional workmanlike manner. Payment shall be made as follows: 50% Day 0, 50% Day 30. Payment shall be made only upon signed work orders, and will be contingent upon conditions, weather conditions or delays beyond our control.

Justice Court

I am looking for a motion to purchase a door access system in the amount of \$ 9,953.95 from D-Ben Security for the Justice Court this expense will be funded from the JCAP grant.

This system will be compatible with the existing access equipment.

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature is cursive and appears to read "Hel".



NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

6

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

HON. RICHARD CLARINO
TOWN JUSTICE

Debra A. Petrosky
COURT CLERK TO TOWN JUSTICE

MEMORANDUM

TO: Supervisor Gil Piaquadio

FROM: Debra Petrosky

DATE: July 6, 2018


SUBJECT: JCAP Grant

APPROVED

DATE OF TOWN BOARD ACTION:

~~JUL 12 2018~~
JUL 23 2018

VOTE OF TOWN BOARD: 5-0


ANDREW J. ZARUTSKIE, TOWN CLERK

Attached is the Announcement for the up-coming JCAP Grant application. Can we please get it put on the agenda so that the Board can approve the resolution for us to apply again this year?

Thank you very much!

Town Court
Acctg

attn: Debra Petrosky

TOWN OF NEWBURGH
RECEIVED
SEP 10 2018
JUSTICE COURT

Applications for JCAP Grants are required to be submitted by Justice Court personnel only. Each court should designate one individual from within the court to submit the application. Applications and accompanying paperwork are due by **Thursday, October 11, 2018**. Prior to submitting an online JCAP application, please review the Rules of the Chief Administrative Judge (you may need to enter the User Name and Password if logging in to the OJCS website for the first time that day).

THE APPLICATION ITSELF IS SUBMITTED ONLINE ONLY, however, the following required documents must be submitted separately for applications to be considered. You may submit by mail to OJCS (Attn: JCAP), 187 Wolf Road, Suite 103, Albany, NY 12205, faxed to 518-438-3518, or emailed to jcap@nycourts.gov. Please do not send duplicate submissions of required documents.

- Signature Page (obtained when online application is submitted)
- Certified Board Resolution
- Court's Annual Budget
- Estimates (one estimate per item)

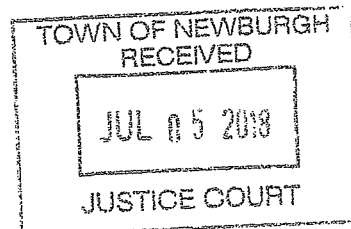
To begin the application process, you will be required to enter the *account name*: court and the *password*: jcap, using all lower case letters. When entering the application for the first time, you will be asked to select your court and create a unique password (eight letter maximum), you will then be assigned a Record ID. Please do NOT utilize numbers when creating your individualized password as the application is not programmed to recall numbers within a password. Be sure to keep the *account name*(court), *password* (jcap), *Record ID*, and the *unique password* you created in a secure location; you will need this information to re-enter the application each time. Enter the 2018-19 JCAP Application Here

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

Best Regards,

Nancy M. Sunukjian

Director - Office of Justice Court Support
Special Counsel to the DCAJ
NYS Office of Court Administration
187 Wolf Road, Suite 103
Albany, NY 12205
(800) 232-0630



Debra Murphy

From: Gregory DeBenedictus <servicetrade-noreply+4VT@servicetrade.com>
Sent: Wednesday, July 18, 2018 11:12 AM
To: Debra Murphy
Subject: Quote for Installation at Town of Newburgh - Court ready for approval



D-BEN Security Systems, Inc. Sent You a Quote

D-BEN Security Systems, Inc. submitted a quote for **Town of Newburgh - Court** for your review and approval. Click here to view details, approve, or request changes to the quote.

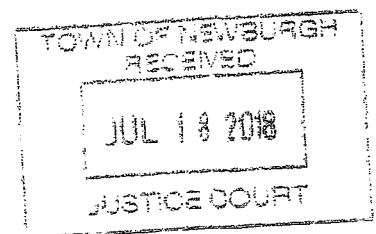
Installation of 5 Doors of Access Control

Quote: Quote for Installation at Town of Newburgh - Court

Valid Until: 11/30/2018

Prepared By: Gregory DeBenedictus

Address: 311 Route 32, Newburgh, NY 12550



[View and Respond to Quote](#)

If you have any questions or concerns about this quote or you have received this email in error, please contact Gregory DeBenedictus at dbensec@gmail.com.

Thank you!

ApproveRequest Changes

D-BEN Security Systems, Inc.
From 91 Thompson Street
Newburgh, NY 12550
(845) 565-4024

Quote No. 0555643
Type Installation
Prepared By Gregory DeBenedictus
Created On 07/18/2018
Valid Until 11/30/2018

Town of Newburgh
Quote For Town of Newburgh - Court
311 Route 32
Newburgh, NY 12550

Description of Work

Installation of 5 Doors of Access Control

Services to be completed

Access Control
Installation of Could Based Access Control System

Files and Photos

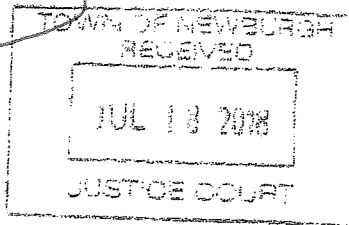
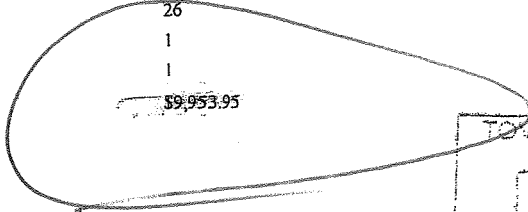


07-18-18



07-18-18

Parts, services, labor, and fees	Quantity
Pure IP RC-04 Cable (10' Pigtail)	1
Wall Mount Keypad Reader-Controller (125kHz, BLE, Backlit)	5
5200C Series Electric Strike	3
9400 Series Slim Line Electric Strike of Rim Devices	2
Pure Access Cloud, 1 to 5 Door License, Basic Access Control 1 Year	1
Prevailing Wage Labor Rate	26
Rim Exit Device for Aluminum Door	1
Category 6 ECO Cable Plenum White	1
GRAND TOTAL	\$9,953.95



Comments

No Comments

Add Comment

Add Comment Cancel

pure access

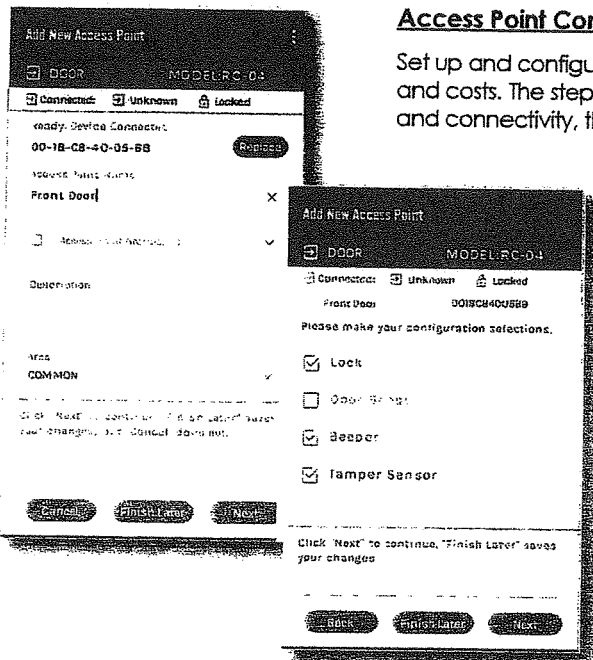
ISONAS Pure Access is a family of leading access control software products comprised of our fully hosted platform, Pure Access Cloud and an on premise option, Pure Access Manager. Pure Access provides a complete access control platform allowing for full installation, administration and management of our patented Pure IP™ access control hardware. The modern user interface establishes a new standard for ease of use in managing an unlimited number of access points across any geography through a mobile device, tablet or modern browser. Pure Access brings new features and functionality to access control that fully leverage the power of our Pure IP™ hardware solution.

Readily Available

Pure Access™ Cloud is available anytime from anywhere. All you need is a device (phone, tablet or desktop browser) that can connect to the internet.

Access Point Configuration Wizard

Set up and configure your access points in a matter of minutes, reducing overall installation time and costs. The step by step access point check out process allows you to test the IP configuration and connectivity, the lock wiring and other accessories all from your mobile device.



Fully Hosted Access Control Platform

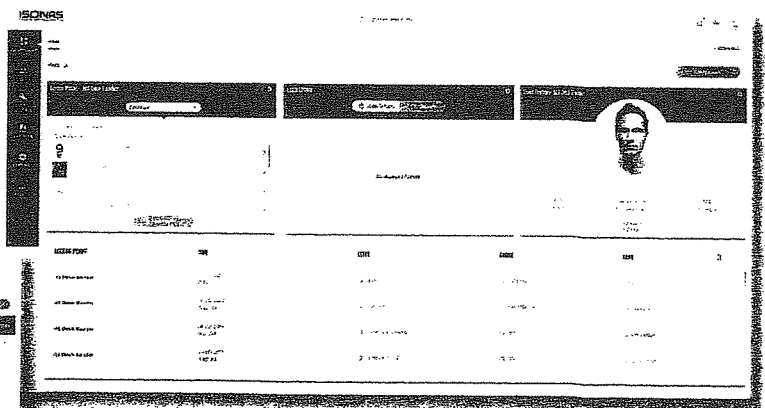
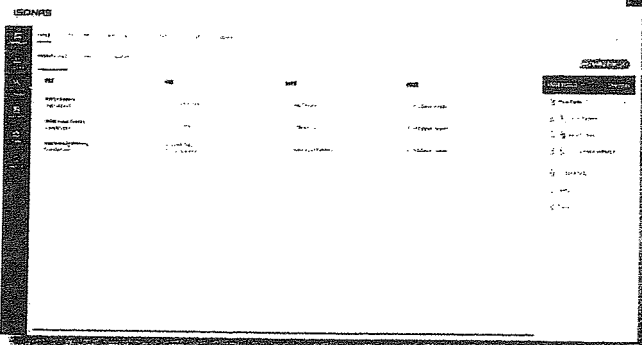
Provides peace of mind and eliminates the need to support on-site hardware. ISONAS reader-controllers are pre-configured to the cloud and only require a network connection on your site; making your ISONAS system truly plug and play.

Simple and Modern User Interface

Intuitively add users, access points and rules with our drag and drop functionality. Simplified work flows provide an easy to use system that requires minimal training.

Customizable Dashboards

Individual dashboard widgets allow you to customize how you monitor your system in real time. The responsive design provides a fully interactive monitoring capability from your mobile device, tablet or modern browser.



Product Compatibilities:

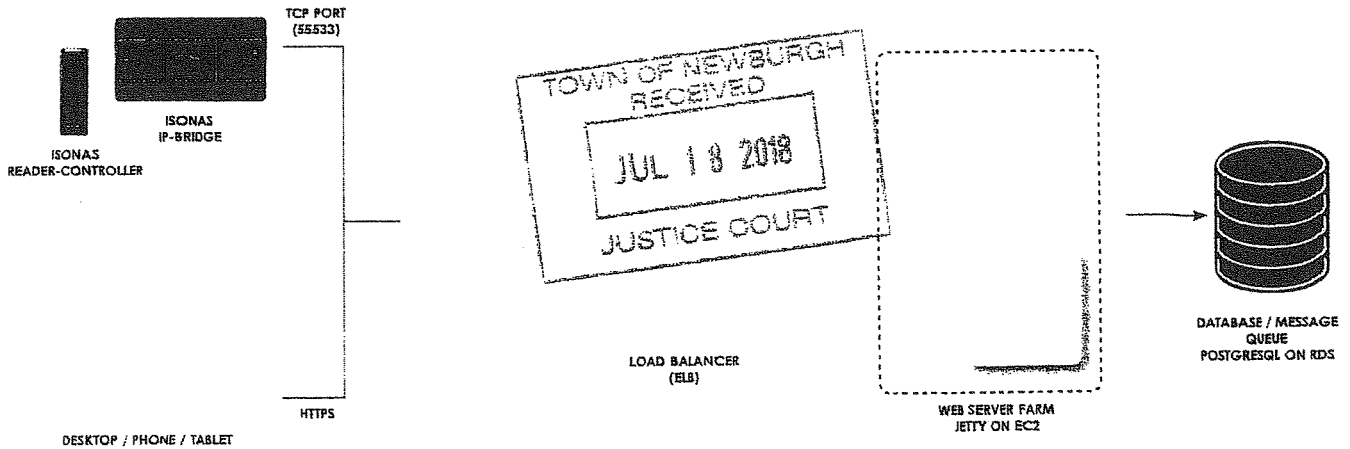
- ISONAS PowerNet™ Reader-Controller RC-03 models & newer
- ISONAS PowerNet™ IP-Bridge, all models

TECHNICAL SPECIFICATIONS

Redundancy

Pure Access Cloud runs across multiple web servers behind a load balancer. If a server goes down or has issues, a new web server automatically starts, creating a flawless experience to the user.

- Hosted by Amazon Web Services
- Guaranteed Up time 99.95%
- Multiple availability zones for redundancy
- If a loss of connection occurs to AWS, the ISONAS reader-controllers operate in local mode as usual.



SECURE

Pure Access Cloud provides end-to-end secure communication by using industry recognized protocols and encryption schemes for securing both access to our AWS infrastructure as well as securing communication and sensitive information.

- Public-key authentication for server access (2048-bit SSH-2 RSA private key)
- HTTPS (EV SSL Certificate) between the browser and Pure Access™ Cloud
- User Password Information:
 - o No plain text passwords are stored in the database or any other areas of Pure Access™ Cloud.
 - o SHA-256 bit encryption for hashing user passwords that are stored.
 - o Symmetric key encryption for stored database passwords used by the application.

PURE ACCESS CLOUD LICENSES*

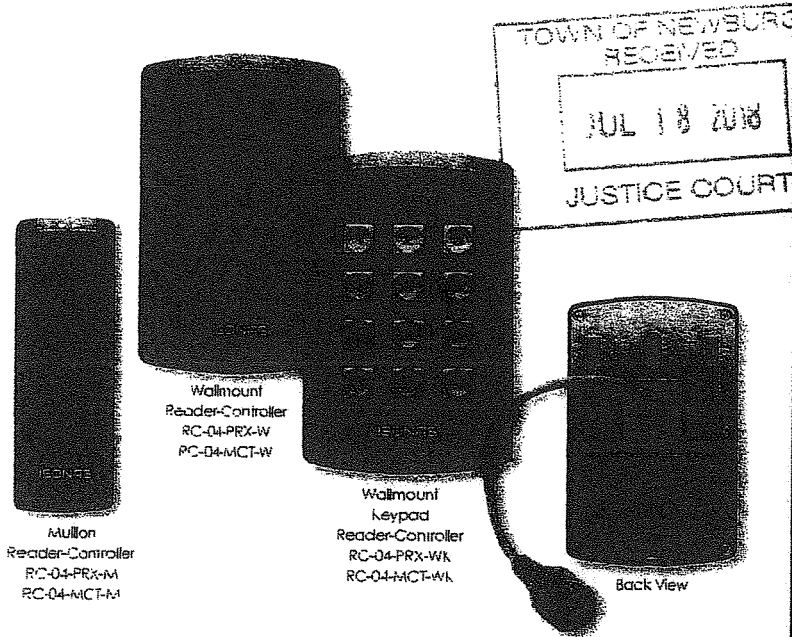
PART NUMBER

Pure Access Cloud, 1 to 5 Door License, Basic Access Control	PA-C-1-5
Pure Access Cloud, 6 to 20 Door License, Basic Access Control	PA-C-6-20
Pure Access Cloud, 21 to 50 Door License, Basic Access Control	PA-C-21-50
Pure Access Cloud, 51 to 100 Door License, Basic Access Control, Active Directory	PA-C-51-100
Pure Access Cloud, 101 to 250 Door License, Basic Access Control, Active Directory	PA-C-101-250
Pure Access Cloud, 251+ Door License, Basic Access Control, Active Directory	PA-C-251
Pure Access Cloud, Integrator RMR License with Customer Partitioning	PA-C-RMR
Pure Access Cloud, Additional 50 Tenants (only available for Integrator License)	PA-C-RMR-50
Pure Access Cloud, Additional 75 Tenants (only available for Integrator License)	PA-C-RMR-75

ISONAS™

PURE IP ACCESS CONTROL

Pure IP™ Reader-Controller



The new Pure IP™ hardware family from ISONAS offers a suite of products that allow you to customize your access control solution. Our Reader-Controller continues to take advantage of our patented technology and remains an all in one intelligent device: eliminating the need for a panel and allowing you to take advantage of your existing network.

Check out some of the latest features of the RC-04:

- Mullion, wall mount and wall mount keypad form factors allow for US and EU compatible mounting options, creating a simpler install process at each door.
- Reader-Controllers are available in two models: Multi-card technology (125kHz and 13.56 MHz) or a proximity-only version (125kHz).
- Bluetooth® Low Energy (BLE) allows customers to utilize our Pure Mobile application and use their smart phone as their credential.
- Local mode feature allows readers to function without a connection to the network. This results in faster user response times, less network traffic and reduced host system loading.
- Tamper detection via accelerometer senses any type of altering and prevents a security breach with the reader.
- Metal back plate provides additional security, a simple two piece installation and consistent read range.

SPECIFICATIONS

GENERAL

- Multiple Form Factors
- Multiple Mounting Options
- Multiple Card Types
- Multiple Credential Types
- Multiple Access Levels
- Multiple Access Schedules
- Multiple Access Times
- Multiple Access Dates
- Multiple Access Locations
- Multiple Access Permissions
- Multiple Access Restrictions
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TOWN OF NEWBURGH JUSTICE COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

10B

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

HON. RICHARD CLARINO
TOWN JUSTICE

JENNIFER PROPFE
COURT CLERK TO TOWN JUSTICE

June 21, 2019

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

Re: Request to Fill Vacancy

Dear Supervisor Piaquadio:

This is to respectfully request that you start the process to fill the vacancy created upon the resignation of Jeanette Moore. A photocopy of Ms. Moore's termination letter is enclosed.

Please contact me if you have any questions or wish to discuss this matter further.

Very truly yours,

RICHARD CLARINO
Town Justice, Town of Newburgh

cc: Charlene Black, Department of Personnel
James Presutti, Member of Town Board

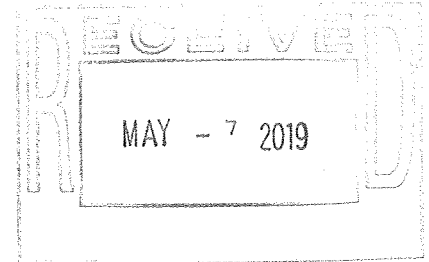
add

DALY & WEINBERG, PLLC
56 Far Horizons Drive
Newburgh, NY 12660

May 6, 2019

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

ATTN: Gil Piaquadio, Supervisor



Re: Polo Club
Town of Newburgh Planning Board Application 2018-12

Dear Supervisor Piaquadio and Council Members,

This letter is being submitted in support of an application made by Spruce Creek LLC, currently before the Town of Newburgh Planning Board, to construct a residential complex known as "Polo Club." The project site is located on the east side of Route 300, near Jeannie Drive, and as proposed consists of 256 apartments, 28 of which would be designated for seniors. In accordance with the Town of Newburgh Town Code, Sec. 185-48, the Town Board may authorize the Planning Board to increase the allowable density in the R-3 District for proposals containing both senior and non-senior housing, in an effort to provide a larger number of housing opportunities for senior citizens in the Town. In accordance with those regulations, the applicant must provide the Town Board with documentation sufficient to demonstrate the need for the proposed project.

It is well documented that there is an existing and growing need for senior housing. The Joint Center for Housing Studies of Harvard University, in its recent publication, "Projections and Implications for Housing a Growing Population: Older Households 2015 – 2035," estimates that by 2035, there will be 50 million households in the United States aged 65 and older, an increase of 20 million households in just two decades. This exponential growth is fueled predominantly by the aging baby boomers (born 1946 – 1964), the leading edge of which are now in their early 70s. Over the next two decades, the number of households in this age group is expected to more than double which will create a tremendous demand for housing that is designed to accommodate the physical needs of older adults. (The full report is available for download at www.jchs.harvard.edu/research-areas/reports/projections-and-implications-housing-growing-population-older-households-2015).

Importantly, the Harvard study found that less than 25% of seniors live in high-density areas, which places the majority of the burden for meeting this growing housing demand on existing suburbs and developing rural areas.

The study highlights some important trends:

- Most seniors desire to age in place, living independently and outside of nursing care facilities.
- Seniors move for a variety of reasons including the fact that their existing homes do not accommodate their increasing physical limitations, most often mobility issues, with difficulty climbing stairs being the most common.
- Of those who chose to move, their overwhelming preference was to stay close to their current neighborhood, citing proximity to family and friends as their number one priority.
- Married couples or individuals living alone make up 87% of households headed by persons over the age of 65; and
- Many seniors, particularly as they age, move into rental units as they are easier to maintain and less expensive than purchasing a new home. Nationally, nearly 25% of households age 55+ live in rental housing.

The implications of these findings for the Town of Newburgh are significant. Similar to the national trend, in the Town of Newburgh, the number of people over the age of 55 now account for a larger percentage of the overall population than previously. Based on US Census Data, in 2000, residents over the age of 55 accounted for 22% of the total population of the Town; by 2017, that percentage rose to 30% of the total population. (See Exhibit "A", *US Census Bureau Profile of General Demographic Characteristics, Town of Newburgh, 2000*; Exhibit "B", *US Census Bureau Profile of General Demographic Characteristics, Town of Newburgh, 2010*; Exhibit "C" - *US Census Bureau 2013 – 2017 American Community Survey, 5 Year Estimates Demographic and Housing Estimates*.) The most current data indicates that there are approximately 9,316 individuals in the Town of Newburgh over the age of 55 with approximately 2,498 households headed by someone over the age of 65. (See Exhibits "C" and Exhibit "D" - *US Census Bureau 2013 – 2017 American Community Survey, 5 Year Estimates Occupancy Characteristics, Town of Newburgh*.)

Since amending the Town Code in 2011 to encourage the provision of senior housing units in senior and non-senior complexes, the Town's Planning Board has approved 41 senior restricted apartments in non-senior developments and one "active adult" complex with 102 units, more specifically as follows:

- Gardnertown Commons, an apartment complex with 164 units, 20 of which will be reserved for seniors;
- Golden Vista, 161 units with 21 senior apartments and
- Lakeside Residential, 102 age restricted units in a "luxury active adult complex."

These projects are in various stages of construction and none have been completed or occupied. Accordingly, there is no information available with regard to rental or occupancy at this time.

Overall, it is very difficult to determine the exact number of senior housing units that will be needed to accommodate the Town of Newburgh's aging population over the next two decades. Assuming, however, that the Town of Newburgh follows the national trend, i.e. 25% of householders over 55 will require rental housing, and there are currently 2,565 households headed by someone over the age of 65, a very conservative estimate would put the current need at approximately 641 housing units. (See Exhibit "D". Note – it is impossible to determine the exact number of households in the Town with householders over the age of 55 as there is no



QT-P1

Age Groups and Sex: 2010

2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/doc/sf1.pdf>.

Geography: Newburgh town, Orange County, New York

Age	Number			Percent	
	Both sexes	Male	Female	Both sexes	Male
Total population	29,801	14,576	15,225	100.0	100.0
Under 5 years	1,607	831	776	5.4	5.7
5 to 9 years	1,813	947	866	6.1	6.5
10 to 14 years	2,038	1,060	978	6.8	7.3
15 to 19 years	2,034	1,055	979	6.8	7.2
20 to 24 years	1,526	793	733	5.1	5.4
25 to 29 years	1,497	750	747	5.0	5.1
30 to 34 years	1,600	782	818	5.4	5.4
35 to 39 years	1,972	947	1,025	6.6	6.5
40 to 44 years	2,343	1,108	1,235	7.9	7.6
45 to 49 years	2,703	1,346	1,357	9.1	9.2
50 to 54 years	2,591	1,338	1,253	8.7	9.2
55 to 59 years	2,160	1,003	1,157	7.2	6.9
60 to 64 years	1,708	828	880	5.7	5.7
65 to 69 years	1,336	609	727	4.5	4.2
70 to 74 years	964	439	525	3.2	3.0
75 to 79 years	758	338	420	2.5	2.3
80 to 84 years	608	234	374	2.0	1.6
85 to 89 years	382	131	251	1.3	0.9
90 years and over	161	37	124	0.5	0.3
Under 18 years	6,758	3,509	3,249	22.7	24.1
18 to 64 years	18,834	9,279	9,555	63.2	63.7
18 to 24 years	2,260	1,177	1,083	7.6	8.1
25 to 44 years	7,412	3,587	3,825	24.9	24.6
25 to 34 years	3,097	1,532	1,565	10.4	10.5
35 to 44 years	4,315	2,055	2,260	14.5	14.1
45 to 64 years	9,162	4,515	4,647	30.7	31.0
45 to 54 years	5,294	2,684	2,610	17.8	18.4
55 to 64 years	3,868	1,831	2,037	13.0	12.6
65 years and over	4,209	1,788	2,421	14.1	12.3
65 to 74 years	2,300	1,048	1,252	7.7	7.2
75 to 84 years	1,366	572	794	4.6	3.9
85 years and over	543	168	375	1.8	1.2
16 years and over	23,918	11,524	12,394	80.3	79.1
18 years and over	23,043	11,067	11,976	77.3	75.9
21 years and over	21,973	10,500	11,473	73.7	72.0
60 years and over	5,917	2,616	3,301	19.9	17.9
62 years and over	5,187	2,290	2,897	17.4	15.7
67 years and over	3,620	1,542	2,078	12.1	10.6
75 years and over	1,909	740	1,169	6.4	5.1

8,077
(27%)



DP05

ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2013-2017 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Subject	Newburgh town, Orange County, New York			
	Estimate	Margin of Error	Percent	Percent Margin of Error
SEX AND AGE				
Total population	30,697	+/-31	30,697	(X)
Male	14,949	+/-510	48.7%	+/-1.7
Female	15,748	+/-509	51.3%	+/-1.7
Sex ratio (males per 100 females)	94.9	+/-6.3	(X)	(X)
Under 5 years	1,643	+/-311	5.4%	+/-1.0
5 to 9 years	1,933	+/-325	6.3%	+/-1.1
10 to 14 years	1,920	+/-270	6.3%	+/-0.9
15 to 19 years	1,720	+/-320	5.6%	+/-1.0
20 to 24 years	1,689	+/-276	5.5%	+/-0.9
25 to 34 years	3,720	+/-382	12.1%	+/-1.2
35 to 44 years	4,431	+/-348	14.4%	+/-1.1
45 to 54 years	4,325	+/-352	14.1%	+/-1.1
55 to 59 years	2,581	+/-326	8.4%	+/-1.1
60 to 64 years	2,143	+/-274	7.0%	+/-0.9
65 to 74 years	2,635	+/-254	8.6%	+/-0.8
75 to 84 years	1,325	+/-197	4.3%	+/-0.6
85 years and over	632	+/-148	2.1%	+/-0.5
Median age (years)	41.2	+/-1.1	(X)	(X)
Under 18 years	6,621	+/-361	21.6%	+/-1.2
16 years and over	24,829	+/-410	80.9%	+/-1.3
18 years and over	24,076	+/-361	78.4%	+/-1.2
21 years and over	23,154	+/-366	75.4%	+/-1.2
62 years and over	5,857	+/-375	19.1%	+/-1.2
65 years and over	4,592	+/-283	15.0%	+/-0.9
18 years and over	24,076	+/-361	24,076	(X)
Male	11,700	+/-401	48.6%	+/-1.5
Female	12,376	+/-400	51.4%	+/-1.5
Sex ratio (males per 100 females)	94.5	+/-5.6	(X)	(X)

-9,316 (30%)



S2501

OCCUPANCY CHARACTERISTICS

2013-2017 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

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Subject	Newburgh town, Orange County, New York				
	Occupied housing units		Percent occupied housing units		Owner-occupied housing units
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Occupied housing units	10,914	+/-324	10,914	+/-324	8,858
HOUSEHOLD SIZE					
1-person household	2,481	+/-296	22.7%	+/-2.3	1,871
2-person household	3,483	+/-362	31.9%	+/-2.9	2,974
3-person household	2,163	+/-234	19.8%	+/-2.1	1,792
4-or-more-person household	2,787	+/-238	25.5%	+/-2.6	2,221
OCCUPANTS PER ROOM					
1.00 or less occupants per room	10,741	+/-336	98.4%	+/-0.8	8,799
1.01 to 1.50 occupants per room	155	+/-82	1.4%	+/-0.8	49
1.51 or more occupants per room	18	+/-20	0.2%	+/-0.2	10
HOUSEHOLD TYPE (INCLUDING LIVING ALONE) AND AGE OF HOUSEHOLDER					
Family households	7,986	+/-259	73.2%	+/-2.3	6,650
Married-couple family	6,146	+/-337	56.3%	+/-3.1	5,505
Householder 15 to 34 years	534	+/-143	4.9%	+/-1.3	251
Householder 35 to 64 years	4,243	+/-279	38.9%	+/-2.5	3,931
Householder 65 years and over	1,369	+/-183	12.5%	+/-1.7	1,323
Other family	1,840	+/-234	16.9%	+/-2.1	1,145
Male householder, no wife present	614	+/-180	5.6%	+/-1.7	294
Householder 15 to 34 years	154	+/-108	1.4%	+/-1.0	30
Householder 35 to 64 years	426	+/-139	3.9%	+/-1.3	239
Householder 65 years and over	34	+/-28	0.3%	+/-0.3	25
Female householder, no husband present	1,226	+/-194	11.2%	+/-1.8	851
Householder 15 to 34 years	129	+/-84	1.2%	+/-0.8	30
Householder 35 to 64 years	942	+/-169	8.6%	+/-1.5	717
Householder 65 years and over	155	+/-60	1.4%	+/-0.5	104
Nonfamily households	2,928	+/-300	26.8%	+/-2.3	2,208
Householder living alone	2,481	+/-296	22.7%	+/-2.3	1,871
Householder 15 to 34 years	214	+/-110	2.0%	+/-1.0	71
Householder 35 to 64 years	1,327	+/-213	12.2%	+/-1.8	1,014

Subject	Occupied housing units		Percent occupied housing units		Owner-occupied housing units
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate
Householder 65 years and over	940	+/-190	8.6%	+/-1.7	786
Householder not living alone	447	+/-142	4.1%	+/-1.3	337
Householder 15 to 34 years	101	+/-67	0.9%	+/-0.6	39
Householder 35 to 64 years	279	+/-97	2.6%	+/-0.9	261
Householder 65 years and over	67	+/-57	0.6%	+/-0.5	37
FAMILY TYPE AND PRESENCE OF OWN CHILDREN					
With related children of householder under 18 years	3,483	+/-217	31.9%	+/-2.2	2,681
With own children of householder under 18 years	3,043	+/-230	27.9%	+/-2.2	2,254
Under 6 years only	518	+/-174	4.7%	+/-1.6	386
Under 6 years and 6 to 17 years	621	+/-144	5.7%	+/-1.3	384
6 to 17 years only	1,904	+/-252	17.4%	+/-2.3	1,484
No own children of householder under 18 years	440	+/-126	4.0%	+/-1.2	427
No related children of householder under 18 years	7,431	+/-386	68.1%	+/-2.2	6,177

2565

Subject	Owner-occupied housing units	Percent owner-occupied housing units		Renter-occupied housing units	
	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Occupied housing units	+/-367	8,858	+/-367	2,056	+/-274
HOUSEHOLD SIZE					
1-person household	+/-264	21.1%	+/-2.7	610	+/-173
2-person household	+/-340	33.6%	+/-3.3	509	+/-124
3-person household	+/-231	20.2%	+/-2.6	371	+/-147
4-or-more-person household	+/-230	25.1%	+/-2.7	566	+/-169
OCCUPANTS PER ROOM					
1.00 or less occupants per room	+/-367	99.3%	+/-0.4	1,942	+/-266
1.01 to 1.50 occupants per room	+/-33	0.6%	+/-0.4	106	+/-78
1.51 or more occupants per room	+/-15	0.1%	+/-0.2	8	+/-13
HOUSEHOLD TYPE (INCLUDING LIVING ALONE) AND AGE OF HOUSEHOLDER					
Family households	+/-340	75.1%	+/-2.6	1,336	+/-254
Married-couple family	+/-342	62.1%	+/-3.0	641	+/-181
Householder 15 to 34 years	+/-96	2.8%	+/-1.0	283	+/-148
Householder 35 to 64 years	+/-259	44.4%	+/-2.6	312	+/-124
Householder 65 years and over	+/-190	14.9%	+/-2.0	46	+/-38
Other family	+/-189	12.9%	+/-2.1	695	+/-189
Male householder, no wife present	+/-102	3.3%	+/-1.2	320	+/-156
Householder 15 to 34 years	+/-33	0.3%	+/-0.4	124	+/-103
Householder 35 to 64 years	+/-92	2.7%	+/-1.0	187	+/-115
Householder 65 years and over	+/-25	0.3%	+/-0.3	9	+/-14
Female householder, no husband present	+/-159	9.6%	+/-1.7	375	+/-126
Householder 15 to 34 years	+/-27	0.3%	+/-0.3	99	+/-81
Householder 35 to 64 years	+/-149	8.1%	+/-1.7	225	+/-101
Householder 65 years and over	+/-48	1.2%	+/-0.5	51	+/-40
Nonfamily households	+/-258	24.9%	+/-2.6	720	+/-187
Householder living alone	+/-264	21.1%	+/-2.7	610	+/-173
Householder 15 to 34 years	+/-52	0.8%	+/-0.6	143	+/-101
Householder 35 to 64 years	+/-183	11.4%	+/-1.9	313	+/-117
Householder 65 years and over	+/-176	8.9%	+/-2.0	154	+/-84
Householder not living alone	+/-118	3.8%	+/-1.3	110	+/-69
Householder 15 to 34 years	+/-33	0.4%	+/-0.4	62	+/-60
Householder 35 to 64 years	+/-95	2.9%	+/-1.1	18	+/-21
Householder 65 years and over	+/-50	0.4%	+/-0.6	30	+/-27
FAMILY TYPE AND PRESENCE OF OWN CHILDREN					
With related children of householder under 18 years	+/-237	30.3%	+/-2.6	802	+/-209
With own children of householder under 18 years	+/-237	25.4%	+/-2.5	789	+/-205
Under 6 years only	+/-133	4.4%	+/-1.5	132	+/-99
Under 6 years and 6 to 17 years	+/-125	4.3%	+/-1.4	237	+/-106
6 to 17 years only	+/-217	16.8%	+/-2.4	420	+/-154
No own children of householder under 18 years	+/-127	4.8%	+/-1.5	13	+/-21
No related children of householder under 18 years	+/-370	69.7%	+/-2.6	1,254	+/-220

= 290

6/5/19 FINAL
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the representatives for the **Town of Newburgh** (hereinafter "Employer") and the **Town of Newburgh Policemen's Benevolent Association, Inc.**, (hereinafter "PBA"), affiliated with the **New York State Union of Police Associations, Inc.** ("NYSUPA"), and referred to collectively as the parties.

WHEREAS, the Employer and the PBA are parties to a collective bargaining agreement ("Agreement"), which has an expiration date of **December 31, 2018**; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor Agreement for the period of **January 1, 2019 through December 31, 2021**, and wish to memorialize their understanding, in writing, pending the signing of a new Agreement; and

WHEREAS, upon execution and ratification of this Memorandum of Agreement by the representatives of both the Employer and PBA, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies.
2. All terms and conditions of the Agreement, which has an expiration date of **December 31, 2018**, shall remain in full force and effect except as agreed to be modified herein.
3. The PBA shall hold a ratification vote no later than **June 14, 2019**.
4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this Memorandum of Agreement, the Employer's labor counsel and Supervisor shall be notified of its successful passage or failure.
5. In the event that the majority of members in attendance at the PBA ratification vote to support this Memorandum of Agreement, the Town Supervisor shall then place this matter on the Town Board's agenda for ratification as soon as practical after the PBA's successful ratification vote as set forth above, but no later than the second (2nd) meeting of the Town Board in June of 2019, at which a ratification vote of this Memorandum of Agreement shall be conducted.
6. After the successful ratification vote by the PBA and Town Board, all new terms and conditions shall be implemented effective as soon as practical following the Town Board's ratification vote, except those for which this Memorandum of Agreement specifically provides an alternate date of implementation. All terms and conditions that have no specific implementation date shall become effective on the first (1st) day of the Agreement, **January 1, 2019**.

Supervisor's Initial's & Date *MP 6-7-19*
 President's Initial's & Date *WAC 6-7-19*

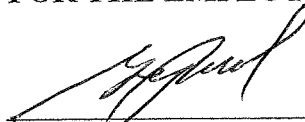
7. The Town's Labor Counsel shall prepare a draft "red-lined" Agreement for the period of **January 1, 2019 through December 31, 2021**, incorporating the Agreement which has an expiration date of **December 31, 2018**, and the Memorandum of Agreement referenced herein, and email to NYSUPA, in a "word document", no later than 75 calendar days after the successful ratification vote by the Town Board. The PBA's representative shall respond within forty-five **(45)** calendar days of receipt of the draft "red-lined" Agreement from the Town's Labor Counsel for any modifications needed. After mutual agreement by the parties to the draft "red-lined" Agreement, a final Agreement shall be forwarded thereafter to be executed by the Town Supervisor and PBA President.

8. The Employer agrees that it will make its best efforts to ensure that any and all retroactive money due and owing, if any, shall be paid no later than 4 full pay period(s) after the successful ratification vote of the Town Board to all unit members who were employed during the period of the expired Agreement in a separate payroll check from the regular payroll check. The Employer shall provide a worksheet to any unit member receiving retroactive money setting forth how the calculation(s) was made, and what it represents, by pay period, to the date retroactivity is paid.

9. The parties agree that after the successful ratification votes by the PBA and the Town Board, this Memorandum of Agreement shall have the full force and effect of the Agreement between the parties, and enforceable through the Grievance Procedure.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon the successful ratification votes by the PBA, and the Town Board, the parties agree that an Agreement to the one that has an expiration date of **December 31, 2018**, shall reflect the following terms as attached to this Memorandum of Agreement.

FOR THE EMPLOYER




Gil Piaquadio, Supervisor 6-7-19
Date

FOR THE PBA



Mark Ellingson, President 6-7-19
Date



Charlene M. Black
Personnel 6/7/19

1. **HOUSEKEEPING** – Delete all dates mutually agreed upon that are no longer applicable. Correct any spelling and grammatical errors throughout the Agreement mutually agreed upon. Insert “PBA” where “Union” appears.

2. **ARTICLE 1 – RECOGNITION (p. 3)** – Amend to read as follows:

The Employer recognizes the Town of Newburgh Policemen’s Benevolent Association, Inc. (“PBA”) as the sole and exclusive bargaining agent for all full and part-time employees in the titles of Police Officer, Detective, Youth Officer, Sergeant, Court Attendant, and Court Attendant Sergeant.

The parties agree that the titles of Court Attendant and Court Attendant Sergeant shall only be entitled to the hourly rates of pay as set forth in Appendix “A” attached hereto and made a part of this Agreement.

3. **ARTICLE 7 – WAGES (p. 5 and Appendix “A”, p. 30)**

See Appendix “A”

4. **ARTICLE 9 – LONGEVITY (pp. 5-6)** – Amend to read as follows:

Section 1. Police Officers who have completed the years of service as set forth below, shall be paid longevity as follows:

<u>Completed years of service</u>	<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
5-7 *	\$600.00	\$850.00	\$1,100.00
8-12 *	\$1,100.00	\$1,350.00	\$1,600.00
13-15 *	\$1,600.00	\$1,850.00	\$2,100.00
16-17 *	\$2,100.00	\$2,350.00	\$2,600.00
18 and Above *	\$2,300.00	\$2,550.00	\$2,800.00

*** (NOTE: Refers to a compression in the schedule).**

An employee shall not lose his/her longevity payment if he/she is changed from one (1) title to another. The above longevity payments shall apply only to full-time employees.

5. **ARTICLE 10 – OVERTIME (p. 6)**

Section 2. Amend to read as follows:

Notwithstanding Section 1 above, and by mutual election with the Chief of Police or designee and the employee, compensatory time may be taken instead of payment for overtime. Compensatory time is to be taken at the mutual convenience of the police department and the employee. An employee may accumulate and maintain up to ninety-six (96) hours of compensatory time. Compensatory time will be deducted from an employee's bank when used or cashed out.

6. **ARTICLE 12 – CLOTHING ALLOWANCE (pp. 7-8)**

Section 2. Amend the amounts and dates as follows: **(NOTE: Refers to clothing allowance).**

(N/C)	(N/C)	(N/C)
<u>1/1/19</u>	<u>1/1/20</u>	<u>1/1/21</u>
\$1,400.00	\$1,400.00	\$1,400.00

7. **ARTICLE 14 – VACATION (pp. 9-10)** - Add a new Section 6 to read as follows:

Section 6. Effective **January 1, 2020**, an employee with at least five (5) years of continuous service, shall be entitled to sell back up to forty (40) hours (5 workdays) of vacation each year. The written election shall be made to the Employer in the first (1st) pay period of December each year for payment to be made no later than March 31st of the following year, at the rate of pay in effect as of the date of the election set forth herein.

8. **ARTICLE 19 – SICK LEAVE (pp. 12-14)**

Section 3. Amend the schedule to read as follows:

<u>Amount of Accumulated And Unused Sick Leave Days</u>	<u>Percent of Current Daily Rate of Pay for Payment Calculation</u>
1 – 60 days	30% of each day in this bracket
61 – 90 days	40% of each day in this bracket
91 – 120 days	45% of each day in this bracket
121 – 165 days	55% of each day in this bracket
166 – 200 days	\$30.00 an hour for each hour of accumulated and unused sick leave in this bracket

MP 6-7-19
Wye 6-7-19

9. **ARTICLE 25 – PAY PERIOD (p. 18)** – Add the following new paragraph to read as follows:

Effective **January 1, 2020**, and upon ninety (90) calendar days written notice by the Employer to the PBA, it may modify the current weekly pay period, to a bi-weekly pay period. The effect will create a one (1) week lag in pay. The following is an illustration regarding implementation of a bi-weekly pay period;

CURRENT WEEKLY PAY PERIOD

The pay period is Monday, January 7, 2019 to Sunday January 13, 2019, and paid on Friday, January 18, 2019, and so on.

IMPLEMENTATION OF BI-WEEKLY PAY PERIOD

Applying the current weekly pay period as illustrated above, and a bi-weekly pay period is implemented, all employees will be paid on Friday, January 18, 2019. Then the pay period will be Monday, January 14, 2019 to Sunday, January 27, 2019, and paid on Friday, February 1, 2019, with the next pay period Monday, January 28, 2019 to Sunday, February 10, 2019, and paid on Friday, February 15, 2019, and so on.

Upon separation, any lag due that employee shall be paid to the employee no later than the pay period following separation.

10. **ARTICLE 26 – TOUR OF DUTY (pp. 18-20)**

Section 2(b). Amend to read as follows:

One (1) Detective or Youth Officer shall work on a rotating basis on a shift from 1:00 p.m. to 9:00 p.m. during the week following their four (4) days on duty and three (3) days off duty. No Detective or Youth Officer shall work the 1:00 p.m. to 9:00 p.m. more frequently than as set forth herein, unless it is upon mutual agreement of the Detective or Youth Officer and the Chief of Police or designee. The Identification Officer/Detective shall not work a routine 1:00 p.m. to 9:00 p.m.

Section 2(c). Amend to read as follows:

Each Detective and Youth Officer assigned to be “on call”, shall receive two (2) hours of overtime at time and on-half (1.5X) his/her applicable hourly rate for each day “on call”. The Identification Officer/Detective shall receive one (1) hour of overtime at time and on-half (1.5X) his/her applicable hourly rate for each day “on call”.

11. ARTICLE 27 – MISCELLANEOUS CONDITIONS OF WORK (pp. 20-21)

Section 4. Palm Scanner – Change Heading to Scanner. Delete the word “Palm” where it appears in this Section.

12. ARTICLE 30 – PART TIME EMPLOYMENT (p. 27)

- a. Renumber to “Section 1”, and renumber “b-j” to Sections “2-9”, and amend “Section 1” to read as follows:

All part-time police officers shall be required to meet the same training schedule as full-time police officers, and shall be “certified” as a police officer, and have prior experience as a police officer. Upon mutual agreement between the Employer and PBA, an employee may be hired as a part-time police officer without the foregoing requirements, and sponsored for, and attend, Phase II of the New York State Division of Criminal Justice Services (DCJS) certified police academy. In that event, that employee shall be treated as a part-time police officer and entitled to all applicable Articles of this Agreement.

13. ARTICLE 33 – DURATION (p. 28)

Insert “2019” and “2020” where “2016” and “2018” appear. **(NOTE: Refers to a 3 year Agreement).**

APPENDIX "A" (p. 30)

Amend the schedule as follows:

FULL-TIME POLICE OFFICERS

<u>Step</u>		(2.5%) <u>1/1/19</u>	(2.5%) <u>1/1/20</u>	(2.5%) <u>1/1/21</u>
1	Non Certified	\$55,938	\$57,336	\$58,769
2	Certified	\$61,182	\$62,712	\$64,280
3	After 1 Year	\$67,234	\$68,915	\$70,638
4	After 2 Years	\$71,267	\$73,049	\$74,875
5	After 3 Years	\$75,301	\$77,184	\$79,114
6	After 4 Years	\$78,663	\$80,630	\$82,646
7	After 5 Years	\$88,075	\$90,277	\$92,534

FULL TIME SERGEANTS

<u>Step</u>		(2.5%) <u>1/1/19</u>	(2.5%) <u>1/1/20</u>	(2.5%) <u>1/1/21</u>
1	Starting	\$101,287	\$103,819	\$106,414
2	After 1 Year	\$105,692	\$108,334	\$111,042

NOTE: The Sergeant's salary rate at the time of promotion shall be the greater of either the amount stated as the Starting Sergeant's rate, or \$1,500.00 more than the annual salary employed at the police officers Step prior to promotion to Sergeant. (N/C)

Detectives and Youth Officers shall receive an increment of the following percentage more than the employee's base salary during the time of such assignment. (N/C)

(N/C) <u>1/1/19</u>	(N/C) <u>1/1/20</u>	(N/C) <u>1/1/21</u>
8.0%	8.0%	8.0%

Shift Differential – An employee who works all the hours of the "A" line shift (11:00 p.m. to 7:00 a.m.), he/she shall be paid the following additional hourly rate:

(N/C) <u>1/1/19</u>	(N/C) <u>1/1/20</u>	(N/C) <u>1/1/21</u>
+\$1.50/hr	+\$1.50/hr	+\$1.50/hr

Part-time police officers shall not be entitled to be paid the "A" line shift differential above. (N/C)

APPENDIX "A" (p. 30)

PART TIME POLICE OFFICER HOURLY RATES

Starting Rate	<u>1/1/19</u> (N/C) \$25.00/hr	<u>1/1/20</u> (N/C) \$25.00/hr	<u>1/1/21</u> (N/C) \$25.00/hr
After 1 Year	<u>1/1/19</u> \$25.63/hr	<u>1/1/20</u> (N/C) \$25.63/hr	<u>1/1/21</u> (N/C) \$25.63/hr
After 2 Years		<u>1/1/20</u> \$26.27	<u>1/1/21</u> (N/C) \$26.27
After 3 Years and Above			<u>1/1/21</u> \$26.93

The 1/1/19 After 1 Year hourly rate reflects 2.5% over the 1/1/19 Starting hourly rate. The 1/1/20 After 2 Years hourly rate reflects 2.5% over the 1/1/20 After 1 Year hourly rate. The 1/1/21 After 3 Years and Above hourly rate reflects 2.5% over the 1/1/21 After 2 Years hourly rate. All part-time police officers shall be placed on the above hourly rate schedule based on their Years of Service in the contract year (e.g., have completed 1 year or more in 2019, paid \$25.63/hr., have completed 2 years or more in 2020, paid \$26.27/hr., have completed 3 years and Above in 2021, paid \$26.93/hr.).

A part-time police officer on his/her date of hire (anniversary date), shall be paid the Starting hourly rate set forth above. On January 1st of each year, the part-time police officers shall move to the After 1 Year hourly rate, and so on, as set forth above.

PART TIME COURT ATTENDANT HOURLY RATES

Starting Rate	<u>1/1/19</u> \$18.00/hr	<u>1/1/20</u> (N/C) \$18.00/hr	<u>1/1/21</u> (N/C) \$18.00/hr
After 1 Year		<u>1/1/20</u> \$18.45/hr	<u>1/1/21</u> (N/C) \$18.45/hr
After 2 Years			<u>1/1/21</u> \$18.91
10 or more Years And Above	<u>1/1/19</u> \$20.00/hr	<u>1/1/20</u> (2.5%) \$20.50/hr	<u>1/1/21</u> (2.5%) \$21.01/hr

Supervisor's Initial's & Date *SL 6-7-19*
 President's Initial's & Date *WJG 6-7-19*

The 1/1/20 After 1 Year hourly rate reflects 2.5% over the 1/1/20 Starting hourly rate. The 1/1/21 After 2 Years hourly rate reflects 2.5% over the 1/1/21 After 1 Year hourly rate. The 1/1/20 10 or more Years and Above hourly rate reflects 2.5% over the 1/1/19 hourly rate, and the 1/1/21 10 or more years and Above hourly rate reflects 2.5% over the 1/1/20 hourly rate. All part-time court attendants shall be placed on the above hourly rate schedule based on their Years of Service in the contract year (e.g., have completed 1 year or more in 2020, but less than 10 or more years, paid \$18.45/hr., have completed 2 years or more in 2020, but less than 10 or more years, paid \$18.91/hr., have 10 or more in 2019, paid \$20.00/hr. have 10 or more years in 2020, paid \$20.50/hr., have 10 or more years in 2021, paid \$21.01/hr.).

A part-time court attendant on his/her date of hire (anniversary date), shall be paid the Starting hourly rate set forth above. On January 1st of each year, the part-time court attendant shall move to the After 1 Year hourly rate, and so on, as set forth above.

PART TIME COURT ATTENDANT SERGEANT'S HOURLY RATE

Starting Rate	<u>1/1/19</u> \$22.00/hr	<u>1/1/20</u> (N/C) \$22.00/hr	<u>1/1/21</u> (N/C) \$22.00/hr
After 1 Year		<u>1/1/20</u> \$22.55/hr	<u>1/1/21</u> (N/C) \$22.55/hr
After 2 Years and Above			<u>1/1/21</u> \$23.11

The 1/1/20 After 1 Year hourly rate reflects 2.5% over the 1/1/20 Starting hourly rate. The 1/1/21 After 2 Years and Above hourly rate reflects 2.5% over the 1/1/21 After 1 Year hourly rate. All part-time court attendant Sergeants shall be placed on the above hourly rate schedule based on their Years of Service in the contract year (e.g., have completed 1 year in 2020, paid \$22.55/hr., have completed 2 years and Above in 2021, paid \$23.11/hr.).

A part-time court attendant Sergeant on his/her appointment hire (anniversary date), shall be paid the Starting hourly rate set forth above. On January 1st of each year, the part-time court attendant Sergeant shall move to the After 1 Year hourly rate, and so on, as set forth above.



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A
 (Rev. 3/14)

BE IT RESOLVED, that the _____ (Name of Employer) / _____ (Location Code) hereby establishes the following standard work days for these titles and

will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No-If Yes, do not complete the last two columns)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials									
					<input type="checkbox"/>				<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>
Appointed Officials									
					<input type="checkbox"/>				<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, _____ (Name of secretary or clerk), secretary/clerk of the governing board of the _____ (Name of Employer), of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20__ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ (Name of Employer) of _____, 20__ on this _____ day of _____, 20__ (Signature of the secretary or clerk)

Affidavit of Posting: I, _____ (Name of secretary or clerk), being duly sworn, deposes and says that the posting of the Resolution began on _____ (Date) and continued for at least 30 days. That the Resolution was available to the public on the _____

Employer's website at _____

Official sign board at _____

Main entrance secretary or clerk's office at _____

(seal)



Rider Weiner & Frankel P.C.

ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS
FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN
RE: ORANGE COUNTY SUMMER YOUTH EMPLOYMENT
PROGRAM WORKSITE AGREEMENT

P: 845.562.9100
F: 845.562.9126

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

RESOLUTION OF TOWN BOARD AUTHORIZING
EXECUTION AND DELIVERY OF SUMMER YOUTH
EMPLOYMENT PROGRAM WORKSITE AGREEMENT
BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY
OF ORANGE
OUR FILE NO. 800.1(B)() (2019)

ATTORNEYS

- David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio

DATE: JUNE 21, 2019

Enclosed please find the above referenced authorizing resolution for the
Town Board's consideration. Also enclosed is a copy of the proposed
Agreement for the period July 1, 2019 to August 2, 2019 and related
documentation.

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

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

COUNSEL

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

MCT:kac
Enclosure

OF COUNSEL

- Craig F. Simon
Irene V. Villacci

- cc: Joseph P. Pedi, Town Clerk (via e-mail)
Robert Petrillo, Commissioner of Parks, Recreation and Conservation (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)
James Nenni, Police Lieutenant (via e-mail)
Hank Chapman, Haylor, Freyer & Coon (via e-mail)
Shannon O'Keefe Clearwater, Haylor Freyer & Coon (via e-mail)
Victoria Avery, Claims Advocate, Haylor, Frayer & Coon (via e-mail)

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
June, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

Paul Ruggiero, Councilman

James Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING EXECUTION AND
DELIVERY OF SUMMER YOUTH
EMPLOYMENT PROGRAM WORKSITE
AGREEMENT BETWEEN THE TOWN OF
NEWBURGH AND THE COUNTY OF
ORANGE

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

WHEREAS, the County of Orange has forwarded a proposed Summer Youth Employment
Program Worksite Agreement for the period July 1, 2019 to August 2, 2019 (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 between
the County and Town for the lease of two buses by the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh,
Orange County, New York, that the execution and delivery of the Agreement between the County of
Orange and the Town of Newburgh by the Town of Newburgh Supervisor is hereby authorized ; and

BE IT FURTHER RESOLVED, that the 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; and

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

The question of the adoption of the foregoing resolution was duly put to a vote on roll call

which resulted as follows:

Elizabeth Greene, Councilwoman voting _____

Paul Ruggiero, Councilman voting _____

James Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Joseph P. Pedi, the duly appointed and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on June _____, 2019 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Joseph P. Pedi, Town Clerk
Town of Newburgh



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

Mary DeFreitas, Chair
Workforce Development Board

18 Seward Ave, 1st Floor
Middletown, NY 10940
TEL: (845) 360-0329 FAX: (845) 360-9303
E-MAIL: eta@co.orange.ny.us
www.orangecountygov.com

TO: Prospective Summer Youth Employment Program Worksites
FROM: Michael Raymond, Youth Services Coordinator
DATE: March 7th, 2019

RE: 2019 SUMMER YOUTH EMPLOYMENT & TRAINING PROGRAM WORKSITE APPLICATION

Applications can be downloaded at www.orangecountygov.com/eta
Click on Application for Worksites

The Orange County Employment & Training Administration (OCETA) operates a state-funded Summer Youth Employment Program (SYEP) for economically disadvantaged youth between the ages of 14 and 20. The SYEP provides youth with 5 weeks of paid employment up to 30 hours per week. **OCETA pays youth participants at minimum wage.**

We are in the process of planning for the 2019 Summer Youth Employment Program (SYEP). The program tentatively will run from July 1st through August 2nd. The participants will go through an orientation before the Summer Youth Program. They will then continue their employment at their perspective worksite.

As in years past the funding for this program is uncertain. However, we are moving forward with anticipation that funding will be forthcoming. If you are interested in serving as a worksite, please complete and return the application by **April 26th, 2019 by either:**

Fax to Michael Raymond at (845) 360-9303 or email mraymond@orangecountygov.com

Worksites are selected based on a commitment to provide a learning-enriched employment experience for young workers. Please be advised that all *summer youth participants are insured by the Orange County for worker compensation coverage.*

After you have completed and returned your application. We will contact you to schedule a worksite orientation. At the orientation a contract will be completed. If you have any questions please feel free to contact me at (845) 360-0329.

We hope to work with you this summer. Thank you in advance for your willingness to guide and nurture the County's developing workforce.

Michael Raymond
Employment & Training Administration
18 Seward Ave, 1st Floor
Middletown, NY 10940



EMPLOYMENT & TRAINING ADMINISTRATION

Stephen Knob
Director

Steven M. Neuhaus
County Executive

Mary DeFreitas, Chair
Workforce Development Board

18 Seward Ave, 1st Floor
Middletown, NY 10940
TEL: (845) 360-0329 FAX: (845) 360-9303
E-MAIL: eta@co.orange.ny.us
www.orangecountygov.com

Summer Youth Employment Program Worksite Application 2019

Agency's Legal Name _____

Address _____

Phone Number _____ Fax _____ E-Mail _____

Proposal Prepared By: _____

Person to Contact (if different than above) _____

Phone Number _____ Fax _____ E-Mail _____

Summer Contact Person: _____

Phone Number _____ Fax _____ E-Mail _____

Total Number of Positions Requested _____

IMPORTANT INFORMATION

- *Participants can only work up to 30 hours per week (excluding lunch).*
- *Based on NY State Labor Laws participants can take half hour or one hour of unpaid lunch.*
- *Participants cannot work more than 6 hours per day.*
- *Participants can work from 8:30AM to 5:00PM, Monday through Friday (NO WEEKENDS).*
- *Participants cannot participate in any recreational field trips.*

2. **JOB TITLE** _____ **Number of Positions Requested** _____
Hours of Work _____ **Days of Work** _____
Supervisor's Name _____ **Phone Number** _____
Address (If different from above) _____

JOB DESCRIPTION:

3. **JOB TITLE** _____ **Number of Positions Requested** _____
Hours of Work _____ **Days of Work** _____
Supervisor's Name _____ **Phone Number** _____
Address (If different from above) _____

JOB DESCRIPTION:

4. **JOB TITLE** _____ **Number of Positions Requested** _____
Hours of Work _____ **Days of Work** _____
Supervisor's Name _____ **Phone Number** _____
Address (If different from above) _____

JOB DESCRIPTION:

5. **JOB TITLE** _____ **Number of Positions Requested** _____

Hours of Work _____ Days of Work _____

Supervisor's Name _____ Phone Number _____

Address (If different from above) _____

JOB DESCRIPTION: _____

6. **JOB TITLE** _____ **Number of Positions Requested** _____

Hours of Work _____ Days of Work _____

Supervisor's Name _____ Phone Number _____

Address (If different from above) _____

JOB DESCRIPTION: _____

Check the following statements accordingly:

YES

NO

1. Can your agency provide transportation for SYEP participants? _____
2. Agency is a bona fide non-profit organization operating on a Year Round basis with verification of tax exempt status? _____
3. SYEP participants must have a supervisory ratio of 12:1. The number of regular employees plus program participants equals this ratio. _____
4. Work location is large enough to accommodate both staff and the number of participants requested. _____
5. Sheltered facilities are available in the event of inclement weather. _____
6. Is your worksite(s) free from hazardous conditions? _____
7. Location has all the equipment and supplies necessary for youth to perform work activities. _____
8. Work activities proposed are sufficient to employ each youth working 30 hours per week. _____
9. Has your agency previously participated in the SYEP? _____

If yes, when? _____

PLEASE NOTE

The program is scheduled to run from July 1st, 2019 to August 2nd, 2019.

The following criteria must be met **BEFORE** the program's inception:

- All work locations must be inspected and monitored by the SYEP staff.
- Worksite must complete worksite agreement with SYEP staff.
- Worksite supervisors or support staff **must** attend the worksite orientation provided by SYEP staff prior to program start up. This orientation will take place at your worksite.

**SUMMER YOUTH EMPLOYMENT PROGRAM
WORKSITE AGREEMENT**

Worksite# _____

Worksite Name: _____

Allotted Slots: _____

This Summer Youth Employment Program Worksite Agreement (“**Agreement**”) is entered into as of this 1 day of July , 2019 , by and between the County of Orange (“**County**”), a municipal corporation, by and through its Employment & Training Administration (“**ETA**”), with its principal offices located at 40 Matthews Street, Suite 301, Goshen, New York”) and

_____ located at
_____ (“**Worksite**”).

The Worksite shall implement the Summer Youth Employment Program (“**SYEP**”) in accordance with the provision of this Agreement commencing July 1, 2019 and ending close of business on August 2, 2019 unless extended, in writing, by the mutual agreement of the parties hereto (“**Term**”).

This Agreement includes the following incorporated attachments:

- Schedule A – Worksite Supervisor(s)
- Schedule B – SYEP Participant Job Duties
- Schedule C – Secretary of the US Department of Labor SCANS Criteria.

In addition, ETA shall deliver to Worksite a copy of the New York State Department of Labor Child Labor Laws, which are incorporated into this Agreement by reference.

Worksite has requested, and the County will place, SYEP youth participants (“**SYEP Participants**”) for meaningful work experience employment with the Worksite.

The terms and conditions of the SYEP Participant placements are as follows:

I. COUNTY RESPONSIBILITIES

County, by and through its ETA, shall:

- A. Monitor and evaluate SYEP Participants assigned to Worksite.
- B. Monitor Worksite to determine its compliance with the terms and conditions of this Agreement, and recommend any corrective action necessary to continue this Agreement.

- C. Pay the wages of SYEP Participants assigned to Worksite and maintain all earnings, social security, and tax records related thereto.
- D. Procure and maintain Worker's Compensation coverage for SYEP Participants.
- E. Have no liability under this Agreement to Worksite, any SYEP Participant, or anyone else beyond the funds appropriated and available for this Agreement. This Agreement is made subject to and limited by the County's receipt of federal funds sufficient to sustain a county-wide program SYEP. County does not assume any financial responsibility to sustain a SYEP Participant in the event federal funds are not available.

II. WORKSITE RESPONSIBILITIES

Worksite shall:

- A. Specify any and all supervisors who may have signatory authority for SYEP Participant's timesheets in Schedule A.
- B. Provide _____ jobs for SYEP Participants during the Term, which jobs shall be in accordance with the statement of duties specified in Schedule B.
- C. Neither ask for, nor accept any monetary consideration for providing the services described herein.
- D. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other applicable New York State and federal statutory, regulatory and constitutional non-discrimination provisions, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), all as may be as amended, Worksite will not discriminate against any SYEP Participant because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- E. Ensure that the work experience of SYEP Participants is in accordance with the program objectives of the SYEP, which, among other things, is to provide youth with a real work experience that will enhance their skills, as outlined in Schedule C, and foster the development of good work habits.
- F. Ensure a safe and healthy work environment for SYEP Participants.
- G. Take all necessary measures to provide skill training wherever possible and, to the maximum extent practicable, contribute to the occupational development, upward mobility, and employability of the SYEP Participants. Worksite acknowledges that most SYEP Participants are unskilled.

- H. Provide sufficient work to occupy the SYEP Participants during work hours and sufficient equipment and/or materials to enable SYEP Participants to carry out the work assignments.
- I. Provide full-time adult supervision of assigned SYEP Participants ensuring that there is at least one adult supervisor for every twelve (12) SYEP Participants.
- J. Maintain adequate attendance records in accordance with "Participant Time and Attendance Procedures" as established by ETA. Timesheets must be signed by both the Worksite supervisor and the SYEP Participant.
- K. Send all supervisors of SYEP Participants to participate in a brief Supervisor's Orientation at a time and location scheduled by ETA.
- L. Provide ETA staff with a written schedule of work hours for each SYEP Participant, which schedule(s) are hereby incorporated into this Agreement by reference.
- M. Notify ETA immediately of any injury and/or accident involving a participant and, for other than injuries and/or accidents, report to ETA any incidents or problems encountered by SYEP Participants and advise ETA of SYEP Participant who could benefit from special counseling as soon as practicable, given the severity of the incident or problem.
- N. Comply with all applicable New York State and Federal child labor laws, rules and regulations, including, but not limited to, the Workforce Investment Act of 1998 and regulations promulgated thereunder ("WIOA"), all as may be amended.
- O. Grant authorized ETA staff, representatives of the Local Workforce Investment Board, and representatives of any State or Federal agencies administering funds under WIOA, at all reasonable times, access to and the right to visit, unannounced, Worksite locations to monitor the service provided by Worksite under this Agreement.
- P. Comply with Federal and New York State laws, rules and regulations prohibiting sectarian, partisan or religious services, counseling, proselytizing instruction, or influence to SYEP Participants. WIOA funds shall not be used for the promotion of any religious activity or utilized for any religious purposes. The County retains the exclusive right and authority to determine whether or not the Worksite is, and remains, in compliance with this provision.
- Q. By its signature below, Worksite hereby acknowledges that if it is negligent in carrying out the terms and conditions of this Agreement, it may not be used in the SYEP at a future date, and/or will be held financially responsible for costs deemed illegal by auditors or monitors. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded County, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

III. GENERAL PROVISIONS

- A. Termination. The County may, by written notice to Worksite effective immediately, terminate this Agreement in whole, or in part, or remove any SYEP Participant from any Worksite location, at any time (1) for the County's convenience; (2) upon the failure of Worksite to comply with the terms or conditions of this Agreement or any federal, state or local law, rule or regulation, including WIOA; (3) in the event the federal funds supporting the SYEP are discontinued; or (4) upon bankruptcy, insolvency or closure of Worksite.
- B. Independent Contractor. In performing the services under this Agreement Worksite shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. In accordance with such status as an independent contractor, Worksite covenants and agrees that neither it nor its employees or agent will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- C. Subcontracting/Assignment. Worksite shall not assign any of its rights, interest, or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement. Worksite shall not reassign SYEP Participants to another Worksite location without the written permission of ETA.
- D. Pay-to-Play. Pursuant to Section 10 of the County's "Pay-to-Play Local Law", (Local Law No. 13 of 2013, as amended) the regulatory and penalty provisions of the Pay-to-Play Local Law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.
- E. Indemnification.
1. To the fullest extent permitted by law, Worksite shall defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the services performed and/or goods provided pursuant to this Agreement by Worksite or its officers, directors, members, partners, employees, SYEP Participants, contractors, agents, assignees or other representatives.
 2. Without limiting the foregoing, to the fullest extent permitted by law, Worksite specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Worksite's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of, directly or indirectly, the services performed and/or goods provided by Worksite its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives pursuant to this Agreement.

3. In the event that any claim is made or any action is brought against County arising out of, in connection with or otherwise relating to this Agreement either within or without the scope of Worksite's duties, obligations or applicable industry standards, or those of any of Worksite's respective officers, directors, partners, members, employees, contractors, agents, or other representative's; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, costs, losses, damages or causes of action. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.
- F. General Release. The acceptance by Worksite or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Worksite arising out of the performance of this Agreement.
- G. Set-Off Rights.
1. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Worksite:
 - a. under this Agreement;
 - b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or
 - c. from County by operation of law.
 2. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.
 3. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.
- H. Disputes. Except as otherwise provided by this Agreement, any dispute concerning this Agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the ETA or by its duly authorized representative for final resolution. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the County Executive, or his or her designee, but must instead only be heard in the Supreme Court of the State of

New York, with venue in Orange County or, if appropriate, in the federal District Court with venue in the Southern District of New York, White Plains division.

- I. Modification. County reserves the right to update or change the provisions of this Agreement as conditions require, including, but not limited to for compliance with New York State or Federal laws or regulations. All modifications to this Agreement shall be in writing and executed by both parties. If Worksite does not agree to a modification necessary for compliance with New York State or Federal laws or regulations, this Agreement shall be deemed terminated, as of the date compliance with the subject law or regulation is required.
- J. Governing Law. This Agreement shall be governed by the laws of the State of New York, without giving effect to choice of law provisions. Worksite shall render all services under this Agreement in accordance with applicable provisions of all Federal, New York State and Local laws, rules and regulations as are in effect at the time services are rendered.
- K. Business Authorization and Registration; Service of Process. Worksite shall be properly authorized and registered to do business as required by the laws of the state of New York applicable to Worksite's business entity type. Regardless of the propriety or legality of Worksite's business authorization and registration status, as a condition of contract, Worksite shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Worksite consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Worksite's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Worksite shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by County to the last known address shall be sufficient.
- L. Notice.
 1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. via certified or registered United States mail, return receipt requested;
 - b. by personal delivery;
 - c. by overnight delivery service with a nationally recognized carrier (e.g. FedEx, UPS); or
 2. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution. Notices shall be addressed as follows or to such different addresses as the parties may from time to time designate in accordance with subdivision 4 below:

County

Name: Orange County Employment & Training Administration
Title: Stephen Knob, Director
Address: 40 Matthews Street, Suite 301, Goshen, NY 10924
Phone Number: (845) 615-3630

Worksite

Name:
Title:
Address:
Phone Number:

3. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein.
4. The parties may, from time to time, specify any new or different contact person or address in the United States as their address for purpose of receiving notice by notifying County, in writing, via registered or certified mail, return receipt requested, of each change.

M. Binding Effect.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

N. Severability.

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

Q. Compliance.

1. Worksite and its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives shall at all times comply with all applicable New York state and federal laws and regulations in the performance of this Agreement.
2. Worksite understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Scope of Work as well as certification, payment applications or other documentation certified and/or signed by Worksite or its officers,

directors, partners, members, employees, contractors, agents, assignees or other representatives. Worksite is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Worksite is responsible for such penalties resulting from false information submitted by Worksite or its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the submission of any false information by Worksite or its subcontractors.

R. Waiver.

No covenant, condition or undertaking contained in this Agreement may be waived except by the written agreement of the parties. Forbearance or indulgence in any form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof and, until complete satisfaction or performance of all such covenants, conditions and undertakings, the other party may be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

S. Entire Agreement.

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date(s) below written:

WORKSITE

Signature of Authorized Official

Print Name

Title

Date

COUNTY OF ORANGE

Steven M. Neuhaus
County Executive

Date

SCHEDULE A – WORKSITE SUPERVISOR(S)

If any representative of the Worksite, other than the signatory of this Agreement will be signing youth timesheets for the Worksite, please have each supervisor sign below and specify their Worksite:

1. _____
Supervisor Signature Print Name Date

Worksite Location

2. _____
Supervisor Signature Print Name Date

Worksite Location

3. _____
Supervisor Signature Print Name Date

Worksite Location

4. _____
Supervisor Signature Print Name Date

Worksite Location

5. _____
Supervisor Signature Print Name Date

Worksite Location

SCHEDULE B – SYEP Participant Job Duties

SCHEDULE C – Secretary of the US Department of Labor SCANS Criteria

THE SECRETARY’S COMMISSION ON ACHIEVING NECESSARY SKILL (SCANS)

What skills will prepare our youth to participate in the modern workplace? What skill levels do entry-levels jobs require? In 1990, the Secretary of the Department of Labor, establishment the Secretary’s Commission on Achieving Necessary Skill (SCANS)

WHAT ARE WORKPLACE SKILLS?

To find meaningful work, youth need to master certain workplace skill, SCANS calls these essential “foundation skill” and “competencies”.

Workers use foundation skills-academic and behavioral characteristics-to build competencies on.

Foundation skills fall into three domains:

- **Basic Skill**-reading, writing, speaking, listening, and knowing arithmetic and mathematical concept;
- **Thinking Skills**-reasoning, making decisions, thinking creatively, solving problems, seeing things in the mind’s eye and knowing how to learn: and
- **Personal Qualities**-responsibility, self-esteem, sociability, self-management, integrity and honesty.

Competencies, however, more closely relate to what people actually do at work. The competencies the SCANS has identified fall into five domains:

- **Resources** - identifying, organizing, planning, and allocating time, money, materials, and workers
- **Interpersonal Skills** - negotiating, exercising leadership, working with diversity, teaching others new skills, serving clients and customers, and participating as a team member.
- **Information Skill** - using computer to process information and acquiring and evaluating, organizing, and maintaining, and interpreting and communicating information
- **Systems Skill** - understanding systems, monitoring and correcting system performance, and improving and designing systems; and
- **Technology Utilization Skills** - selecting technology, applying technology to a task, and maintaining and troubleshooting technology



COUNTY OF ORANGE / Department of General Services

STEVEN M. NEUHAUS
County Executive

255-275 MAIN STREET, PO BOX 218
GOSHEN, NEW YORK 10924
TEL: (845) 291-2792
FAX: (845) 360-7206

TO: Potential Contractors with Orange County, NY
FROM: James Burpoe, Commissioner of General Services
DATE: June 19, 2017
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions **on or after January 1, 2014** above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

Exemptions from the Pay-to-Play law:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return FORM A with your quote/bid/proposal/qualifications/application/etc.. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract, **FORM B** – a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit <http://orangecountygov.com/content/124/1332/1392/default.aspx>.

FORM A

TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, **except:**

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: "an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments."

Please provide the following information AS APPLICABLE to your Professional Business Entity. Please attach additional pages as necessary and note the attachment in the response below:

1. The name and business address of your Professional Business Entity (if your business is a partnership, limited liability partnership or joint venture, please list all partners and Entity names and addresses):

2. If your entity is a Corporation or Business Trust, list the names and addresses of owners of 10% or more of the equity:

3. If your Entity is a Corporation, Professional Corporation, Limited Liability Company or Business Trust, list all officers' names and addresses (include for each Entity in a joint venture):

4. The name(s) and address(es) of any subsidiary directly controlled by your Professional Business Entity are:

Signature

Date

Print Name

Title

FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT

MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.

This sworn (or affirmed) statement is made under penalty of perjury.

_____ being duly sworn, deposes and says:
(Print Signatory's Name)

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York "Pay-to-Play" local law) identified below, and the County of Orange New York ("County").
2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.
3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.
4. I am familiar with the County's Orange County, New York Pay-to-Play Local Law (the "Law"), which has been made available to me.
5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:
 - (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,
 - (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).
7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.
8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

Print Name of Professional Business Entity

Signature

Date

Print Name

Title

STATE OF _____

SS:

COUNTY OF _____

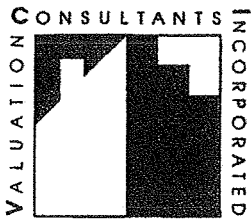
The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

My Commission Expires

Date

6 Front Street
Newburgh, New York
12550
Tel. 845-568-0600
Fax. 845-568-0699



June 12, 2019

Mr. Jim Osborne, Town Engineer
Town of Newburgh
1496 Route 300
Newburgh, New York 12550

INTENDED USER: Town of Newburgh

E-Mail: engineering@townofnewburgh.org

RE: VACANT RESIDENTIAL LAND
350 ROUTE 32
SBL: 17-1-74
TOWN OF NEWBURGH, NEW YORK, ORANGE COUNTY

Dear Mr. Osborne:

I am writing to confirm that my company is available to complete two appraisals to estimate market values of the above referenced property. The reports will provide values based on the following scenarios; The first option being the expansion of the existing easement from 20 feet to 35 feet simultaneously adding the right to place utilities in the easement area. The second option is the purchase of a 35 foot wide strip along the property line and transfer it to Lot 75. The property will be valued on Appraisal Institute forms.

These appraisal reports will conform to the current Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation. The appraisal reports will also conform with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

The cost to complete these assignments is \$1,600. The time to complete these assignments will be two weeks from the date of the property inspection.

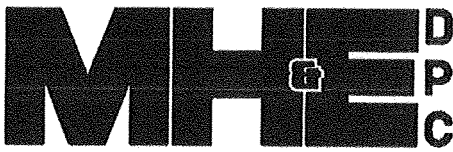
If the above meets with your approval, please sign below and return to us to begin these assignments. The fee is due and payable upon completion and delivery of the final reports.

Thank you for this opportunity to serve you. This fee quote and turnaround time is valid for 45 days from date of letter, after which time we reserve the right to change our terms.

Sincerely,

Approved By:

Thomas M. McChesney, SRA



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

Main Office
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New Windsor, New York 12553

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

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

16A

18 June 2019

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: JAMES OSBORNE, TOWN ENGINEER
**SUBJECT: 11 OLD BALMVILLE ROAD- PB#2018-18
STORMWATER COST ESTIMATE**

Dear Mr. Osborne:

This office has received a cost estimate on 7 May 2019 for the subject project. The cost estimate was prepared by Jason Pitingaro, P.E. of Pitingaro and Doetsch, Consulting Engineers. The cost estimate is based on plans last revised 7 January 2019. This office has reviewed the quantities and unit prices utilized for the project. It is noted the Applicants representative utilized our public improvement unit prices dated December 2018. A review of the cost estimate provided identifies a \$81,313.00 cost for the Stormwater Management infrastructure estimate. It is noted upon review of the cost estimate that no grading for the stormwater management facility was incorporated into the cost estimate.

This office would recommend a \$20,000.00 lump sum cost for grading of the detention pond facility bringing the total cost estimate to \$101,313.00. A stormwater inspection fee in the amount of \$4,000.00 is also required to be posted based on the bond amount. I have highlighted the stormwater management portions of the cost estimate provided on the attached document.

Please feel free to contact the undersigned should you have any questions or require any additional information regarding this matter.

Very Truly Yours,

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

Patrick J. Hines
Principal

Cc: Gilbert Piaquadio, Supervisor
Mark Taylor, Town Attorney
John P. Ewasutyn, Planning Board Chair
Jim Connelly, 11 Old Balmville Road

PJH/kbw

Project Name:
Planning Board No.:

Municipality:
Date:

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total		Completed Quantity	Completed Cost	Remaining Cost
			Quantity	Total Cost			
<u>Roadway and Parking Lot</u>							
Grade Subgrade in ROW	SY	\$ 1.20				\$ -	\$ -
Cut and Chip Trees	AC	\$ 8,820.50	0.5	\$ 4,410.25		\$ -	\$ 4,410.25
Stump removal and disposal	AC	\$ 6,105.50	0.5	\$ 3,052.75		\$ -	\$ 3,052.75
Erosion Control	AC	\$ 4,340.00	2.5	\$ 10,850.00		\$ -	\$ 10,850.00
Silt Fence	LF	\$ 6.50	600	\$ 3,900.00		\$ -	\$ 3,900.00
Roadway Subbase	CY	\$ 62.40	1000	\$ 62,400.00		\$ -	\$ 62,400.00
Roadway Subbase (8" Course)	SY	\$ 14.40		\$ -		\$ -	\$ -
Roadway Subbase (12" Course)	SY	\$ 21.00		\$ -		\$ -	\$ -
Roadway Subbase (15" Course)	SY	\$ 25.90		\$ -		\$ -	\$ -
Asphalt Pavement	TN	\$ 183.20		\$ -		\$ -	\$ -
Asphalt Pavement (1.5" top)	SY	\$ 16.10	8941.7	\$ 143,961.37		\$ -	\$ 143,961.37
Asphalt Pavement (2" top)	SY	\$ 20.75		\$ -		\$ -	\$ -
Asphalt Pavement (3" course)	SY	\$ 31.00	8941.7	\$ 277,192.70		\$ -	\$ 277,192.70
Asphalt Pavement (3.5" course)	SY	\$ 36.25		\$ -		\$ -	\$ -
Asphalt Pavement (4" course)	SY	\$ 42.00		\$ -		\$ -	\$ -
Asphalt Pavement (5" course)	SY	\$ 51.75		\$ -		\$ -	\$ -
Asphalt Pavement (intensive handwork)	TN	\$ 285.25		\$ -		\$ -	\$ -
Tack Coat	SY	\$ 1.00	8941.7	\$ 8,941.70		\$ -	\$ 8,941.70
Double Surface Treatment	SY	\$ 11.00		\$ -		\$ -	\$ -
Roadway ROW Topsoil (6") & Seeding	SY	\$ 17.55		\$ -		\$ -	\$ -
Concrete Monuments	EA	\$ 196.75		\$ -		\$ -	\$ -
Roadway As-Builts (50' Wide)	LF	\$ 1.50		\$ -		\$ -	\$ -
Street Signs (Traffic Control)	EA	\$ 305.35		\$ -		\$ -	\$ -
Street ID	EA	\$ 340.00		\$ -		\$ -	\$ -
Concrete Curbing	LF	\$ 50.00	1749.86	\$ 87,493.00		\$ -	\$ 87,493.00

WB
16B

Town of Newburgh

Section 84 Block 5 Lot 26

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this ____ day of June, 2019 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 (“Municipality”) and 11 Balmville Road, LLC, having an address at 216 Route 299, Highland, New York 12528 (the “Facility Owner”).

Whereas, the Municipality and the Facility Owner want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 7.6 acres more particularly described in Schedule “A” annexed hereto and made a part hereof (the “Property”); and

Whereas, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality’s Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as 11 Balmville Road on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.

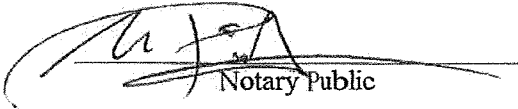
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.
5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.
6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.
7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).
8. This agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.
9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

STATE OF NEW YORK:)

SS.

COUNTY OF ORANGE:)

On the 19 day of June, in the year 2019 before me, the undersigned, personally appeared **PHILIP J. DEANGELO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MARIA PIETROPAOLO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PI6389466
Qualified in Ulster County
My Commission Expires 03-25-2023

SCHEUDLE "A"

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

BEGINNING at a point on the westerly bounds of Balmville Road, where the same is intersected with the northerly bounds of tax lot 84-5-29, and said point being the southeasterly corner of herein; running thence

N 74°23'00" W a distance of 450.72 feet; thence

N 70°58'00" W a distance of 341.20 feet; thence

N 23°31'56" E a distance of 377.09 feet; thence

N 78°34'37" E a distance of 85.00 feet; thence

N 11°25'23" W a distance of 23.50 feet; thence

N 78°34'37" E a distance of 160.00 feet; thence

S 11°25'23" E a distance of 23.50 feet; thence

N 78°34'37" E a distance of 80.00 feet; thence

S 11°25'23" E a distance of 15.00 feet; thence

N 78°34'37" E a distance of 174.90 feet; thence

S 09°18'17" E a distance of 89.36 feet; thence

S 13°36'59" E a distance of 45.98 feet; thence

N 86°24'28" E a distance of 17.83 feet; thence

S 07°30'51" E a distance of 535.48 feet to the point or place of **BEGINNING**.

Containing an area of 331,340 Square Feet, or 7.6065 Acres

TOWN OF NEWBURGH
TOWN ENGINEER

16C
(may be added
to agenda)

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: June 20, 2019
RE: ROSETON S.D. SYSTEM IMPROVEMENTS

I am requesting Town Board approval for the following proposed bid schedule:

Advertise for Bids	July 10, 2019 (MHT) July 12, 2019 (OCP)
Open Bids	August 5, 2019 (11:00 am)
Award Contract	August 12, 2019
Execute Contract & Pre-Construction Mtg.	August 22, 2019

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

cc: J. Pedi, Town Clerk
A. Seidel, MH&E