

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

**TOWN BOARD PUBLIC MEETING AGENDA
Monday, August 10, 2020
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. ZONING MAP AMENDMENT: Fifth Avenue and Route 52 (Gasland)**
 - A. Resolution for SEQR and Lead Agency Intent**
 - B. Resolution of Referral**
 - C. Resolution to Schedule Public Hearing**
- 7. CODE COMPLIANCE: Approval to Start Process to Hire Two Part Time Clerks**
- 8. ORANGE COUNTY YOUTH BUREAU: COVID-19 Revised Funding Contract**
- 9. BOND RESOLUTION: Gardnertown Road/Gidney Avenue Culvert**
- 10. DATA PROCESSING: Purchase of Two Laptops**
- 11. HUDSON PLAZA: Electrical Supplies**
- 12. JEWISH FAMILY SERVICE: Memorandum of Understanding for Services**
- 13. RECREATION DEPARTMENT: Purchase of Gador**
- 14. ASSESSMENT REVIEW BOARD: Reappointment of Joseph Lecaroz**
- 15. ROAD NAME REQUESTS:**
 - A. Ali Lane**
 - B. Kailynn Court**
- 16. FLEET MAINTENANCE: Surplus Vehicle**
- 17. RESOLUTION: New York State Retirement System**
- 18. POLICE DEPARTMENT: Solicitation to Return as Laborers**
- 19. ANNOUNCEMENTS**
- 20. PUBLIC COMMENTS**
- 21. ADJOURNMENT**

6A, 6B, 6C



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: GAS LAND PETROLEUM, INC APPLICATION TO
REZONE PROPERTY AT FIFTH AVENUE AND SOUTH
PLANK ROAD (NYS ROUTE 52) 9W FROM R-3
(RESIDENTIAL TO THE ADJACENT B (BUSINESS)
ZONING DISTRICT
OUR FILE NOS. 800. ___; 800.1(B)() (2020)

DATE: AUGUST 5, 2020

P: 845.562.9100
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655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
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Deborah Weisman-Estis
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M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

In accordance with your direction, we have prepared the enclosed Introductory Local Law Amending Chapter 185 Entitled Zoning of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Fifth Avenue and South Plank Road (NYS Route 53) from R-3 to the Adjacent B Zoning District

We have additionally prepared the following draft resolutions for the Board's consideration:

1. Resolution of Town Board Providing for Referral of Local Law Amending Chapter 185 Entitled Zoning of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Fifth Avenue and South Plank Road (NYS Route 52) from R-3 to the Adjacent B Zoning District to the Orange County Department of Planning, the Town of Newburgh Planning Board and the Town of Newburgh Zoning Board of Appeals: Petition of Gas Land Petroleum, Inc..
2. Resolution of Town Board Introducing Local Law Amending Chapter 185 Entitled Zoning of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Fifth Avenue and South Plank Road (NYS Route 52) from R-3 to the Adjacent B Zoning District; Petition of Gas Land Petroleum, Inc.



GAS LAND PETROLEUM, INC. PETITION
TO REZONE PROPERTY AT FIFTH AVENUE AND SOUTH PLANK ROAD (NYS ROUTE 52)
PAGE 2

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

cc: Town Clerk Joseph P. Pedi,
Engineer James Osborne (via e-mail)
Pat Hines, Principal, McGoey, Hauser & Edsall (via e-mail)
Code Compliance Supervisor Gerald Canfield (via e-mail)
Lori Coady, Assessor (via e-mail)
Nicholas Ward Willis, Esq.. (via e-mail)

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

Agency Use Only [If applicable]
 Project: R-3 tp B Zoning Map Amend. Gas Land
 Date: 08/05/2020

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

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

Tips for completing Part 2:

6A

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

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

2. Impact on Geological Features
The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|---|-----------------------------|-------------------------------|------------------------------------|
| a. Identify the specific land form(s) attached: _____ _____ | E2g | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____ | E3c | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

3. Impacts on Surface Water
The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

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

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| I. Other impacts: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------|--|--------------------------|--------------------------|

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer.
(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

NO YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

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

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding.
(See Part 1. E.2)

NO YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may result in development in a designated floodway. | E2i | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may result in development within a 100 year floodplain. | E2j | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in development within a 500 year floodplain. | E2k | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may result in, or require, modification of existing drainage patterns. | D2b, D2e | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may change flood water flows that contribute to flooding. | D2b, E2i, E2j, E2k | <input type="checkbox"/> | <input type="checkbox"/> |
| f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade? | E1e | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

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

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| 8. Impact on Agricultural Resources | | | |
| The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) | | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> YES |
| <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i> | | | |
| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
| a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System. | E2c, E3b | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc). | E1a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land. | E3b | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District. | E1b, E3a | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The proposed action may disrupt or prevent installation of an agricultural land management system. | E1 a, E1b | <input type="checkbox"/> | <input type="checkbox"/> |
| f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland. | C2c, C3, D2c, D2d | <input type="checkbox"/> | <input type="checkbox"/> |
| g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan. | C2c | <input type="checkbox"/> | <input type="checkbox"/> |
| h. Other impacts: _____ | | <input type="checkbox"/> | <input type="checkbox"/> |

9. Impact on Aesthetic Resources NO YES

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

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

10. Impact on Historic and Archeological Resources NO YES

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places. | E3e | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory. | E3f | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____ | E3g | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

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

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

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

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

| | Relevant Part I Question(s) | No, or small impact may occur | Moderate to large impact may occur |
|--|-----------------------------|-------------------------------|------------------------------------|
| a. The proposed action will require a new, or an upgrade to an existing, substation. | D2k | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use. | D1 f, D1 q, D2k | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The proposed action may utilize more than 2,500 MWhrs per year of electricity. | D2k | <input type="checkbox"/> | <input type="checkbox"/> |
| d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed. | D1g | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Other Impacts: _____ _____ | | | |

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

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

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

16. Impact on Human Health

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

NO

YES

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

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

17. Consistency with Community Plans

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

NO YES

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

18. Consistency with Community Character

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

NO YES

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

KEANE & BEANE P.C.
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505 Park Avenue
New York, NY 10022
Phone 646.794.5747

July 30, 2020

VIA OVERNIGHT COURIER

Honorable Gil Piaquadio, Supervisor
and Council Members of the Town Board
Town of Newburgh
1496 NY-300
Newburgh, NY 12550

NICHOLAS M. WARD-WILLIS
Principal Member
Also Admitted in CT

Re: Gas Land Petroleum, Inc.
Zone Change Petition

Dear Supervisor Piaquadio and Council Members:

Keane & Beane, P.C. represents Gas Land Petroleum, Inc. ("Gas Land"), and, on its behalf, respectfully submits the enclosed Petition for a change in zone for property located at 42 S. Plank Road (Route 52), known and designated as Tax Parcel No. 71-2-11 (the "Property"). Our client appreciates the opportunity to have appeared before the Town Board this week at your workshop meeting to explain the Rezoning Petition. We understand the Town will consider referring the Petition to the County and Town Planning Boards for a report and recommendation and schedule a public hearing. Our client will be submitting a check in the amount of \$2,500 to be placed in the Town's land use review escrow account for costs the Town incurs related to processing the application.

As discussed Monday night, the Property is currently developed with a legal nonconforming gas station and convenience store building. By the enclosed Petition, Gas Land seeks an amendment to the Zoning Map of the Town of Newburgh to change the zoning designation of the Property from R-3 Residence (R-3) district to Business (B) district.

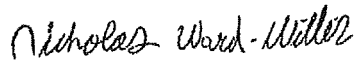
Gas Land recognizes that its proposal is an Unlisted action pursuant to the New York State Environmental Quality Review Act ("SEQRA"). Enclosed is a full Environmental Assessment Form ("EAF") for the Town Board's review, should it decide to declare its intent to be lead agency pursuant to SEQRA.

We look forward to working with the Town Board and Town staff as you consider our client's rezoning request. We respectfully request that the Petition be

Town Council of the Town of Newburgh
July 30, 2020
Page 2

placed on your August 10, 2020 agenda for consideration of a referral to the County and Town Planning Boards and the scheduling of a public hearing. Thank you for your consideration.

Very truly yours,



Nicholas M. Ward-Willis
DVG/

Enclosures

ecc: Mark Taylor, Esq, Town Attorney
Gas Land Petroleum, Inc.
Caren LoBrutto, Chazen

TOWN BOARD: TOWN OF NEWBURGH
COUNTY OF ORANGE: STATE OF NEW YORK
-----X

Petition of

Gas Land Petroleum, Inc.

For an Amendment of the Zoning Map of the Town of
Newburgh to Change the Zoning Designation on Certain Real
Property known and designated on the Tax Assessment Map of
the Town of Newburgh as SBL 71-2-11 from the R-3 Zoning
District to the B Zoning District
-----X

PETITION

Gas Land Petroleum, Inc. (hereinafter referred to as "Gas Land") by its attorneys,
Keane & Beane, P.C. respectfully petitions the Town Board of the Town of Newburgh
("Town Board"), as follows:

I. INTRODUCTION

1. Gas Land is the owner of approximately 0.53 acres (23,130 square feet) of certain real property located at 42 South Plank Road (New York State Route 52), situated within the Town of Newburgh (the "Town"), County of Orange, State of New York, known and designated on the Orange County Tax Maps for the Town of Newburgh as Tax Parcel Section 71 Block 2 Lot 11 (the "Property"). A metes-and-bounds description of the Property is annexed hereto as Exhibit "A."

2. By this Petition, Gas Land seeks an amendment to the Zoning Map of the Town of Newburgh (the "Zoning Map") to change the zoning designation of the Property from the R-3 Residential (R-3) zoning district to the adjacent Business (B) zoning district, consistent with the Comprehensive Plan Update of the Town of Newburgh. The rezoning will encompass the entire Property (0.53 acres), and approximately 0.26 acres of land in the public right of way, for a total of 0.79 acres.

3. The requested amendment is consistent with the zoning district classifications of neighboring parcels. A map depicting the modified boundary of the Business (B) zoning district with the inclusion of the Property is annexed hereto as Exhibit "B."

4. The Property is currently developed with an approximately 1,564 square foot, one-story convenience store building with 8 fuel pumps (4 fueling dispenser) and 5 parking spaces for the convenience store and 8 parking spaces at the fuel pumps. The existing gasoline station and convenience store is a legal nonconforming use as gasoline stations and convenience stores are not permitted in the R-3 zoning district. A gasoline station has been located on the Property for decades and the existing convenience store building was constructed in the 1980s. No motor vehicle repairs, sales or leasing uses occur on the Property.

5. However, convenience stores and gasoline stations are a permitted use in the adjacent B zoning district.

6. Rezoning the Property to the B zoning district designation will eliminate the nonconforming use status of the Property.

7. The proposed B zoning district designation provides the necessary flexibility to encourage reasonable development on the Property that will yield significant benefits by improving the safety of the site and the Property, the appearance of the building and functionality of the gasoline station and convenience store. A copy of the Environmental Assessment Form is annexed hereto as Exhibit "C".

II. THE PROPERTY

8. The Property is located at 42 South Plank Road, known and designated on the Orange County Tax Maps for the Town of Newburgh as Section 71 Block 2 Lot 11 and identified on the Zoning Map of the Town of Newburgh as being within the R-3 zoning district. The Property consists of approximately 0.53 acres. The entire area to be rezoned is approximately 0.79 acres.

9. The Property is located on the east side of South Plank Road (Route 52) at the intersection of Fifth Avenue and South Plank Road, located approximately 1/8 mile from the interchange between Route 52 and Interstate 84. The Property abuts South Plank Road on the west, Fifth Avenue on the east, and 46 South Plank Road and 9 Fifth Avenue to the north.

10. The adjacent property at 46 South Plank Road is currently used as a nonconforming dental office and the property located across the street at 6 Fifth Avenue is used as a chiropractic office.

11. The Property is located next to the Interchange Business (IB) zoning district and the B zoning district. In 1995 by Local Law 3 of 1995, the Town of Newburgh rezoned 47 South Plank Road from R-3 zoning district to IB zoning district. This Parcel is the location of the Phoenix Unisex Salon. This parcel is adjacent to the real property which is the subject of this Petition.

12. In addition, the Property is adjacent to 38 South Plank Road, which is zoned in the B zoning district. This parcel contains a small shopping area, which includes Cooper Electric Supply Co. and ReStore Newburgh Furniture Store.

13. The Property is also located less than one mile from the exit ramps providing access to Interstate 84 (I-84).

III. PROPOSED ZONE CHANGE

14. Gas Land is seeking to rezone the property from the R-3 zoning district to the B zoning district.

15. The current zoning designation of the Property as R-3 is very limiting and will prevent Gas Land from improving the site and the gasoline station and convenience store in the future.

16. The gasoline station facility has been located on the Property for many decades, well before the Property was zoned as R-3.

17. The gasoline station and convenience store use permitted by the proposed change are appropriate in the community as such uses have existed for many decades on the Property.

18. The change is in accordance with the existing community plan as the Property is adjacent to other commercial business uses and abuts the IB and B zoning districts.

19. The Town of Newburgh adopted a Comprehensive Plan Update in October 2005 (the "Town Plan Update"). The Town Plan Update focuses on planning for growth through short, intermediate and long-term actions related to infrastructure and utilities; transportation, planning and zoning. The Property is located within the southern half of the Town, which is described in the Town Plan Update as having a higher density residential area and commercial corridors. The Town Plan Update also acknowledges that commercial uses in the town are located along the Town's major corridors particularly around Interstates 84 and 87 and Route 17K (*See* Town Plan Update p. III-26). The proposed zoning map amendment is consistent with the Town Plan Update as there are no recommendations specific to the Property. The use will remain the same, but will become

a conforming use. The gasoline station and convenience store use are appropriate for this Property given its proximity to major corridors Interstate 84 and Route 52.

20. The zone change also complies with the Orange County Comprehensive Plan, adopted in 2019 (the "County Plan"). The Property is located within a priority growth area in the County Plan pursuant to Map 1, Priority Growth Areas Map, of the County Plan. The County Plan states that, "Within the Growth Areas, the County encourages additional urban development within those areas of higher density such as cities, villages and hamlets. Appropriate development includes commercial, appropriate industrial, higher density residential, and community service uses." Gasoline stations and convenience stores are appropriate commercial uses for the area.

21. Rezoning the Property to allow flexibility in its development will greatly improve the appearance, functionality and safety of the site.

22. Further, based on the dimensional restrictions established for the R-3 zoning district, the only use permitted on the Property that would not require a lot area variance is a single-family dwelling, not to exceed one dwelling unit per lot.

23. The proposed amendment will not result in any increase or decrease in the total zoned residential capacity of the Town as the Property is currently a legal nonconforming use.

24. It is extremely unlikely that a single-family dwelling will ever be constructed on the site given its long-term use as gasoline station and the dimensional constraints of the Property. The Property is a small, triangular shape parcel, located on a corner lot requiring two front yard setback. In addition, the Property is located at the intersection of South Plank Road (Route 52) and Fifth Avenue and has frontage on both streets. Such

constraints make residential development difficult and unappealing. The Property is not in a location suitable for development of a single family home.

25. Adopting of the zone change requested by this Petition will yield significant benefits to the Town of Newburgh by allowing the orderly use of this Property consistent with the zoning permitted for a commercial use in the B zoning district. Its present status as a non-conforming use means any modifications to the Property, which are deemed to result in an expansion, or increase in the intensity of the use would require a use variance, which would be virtually impossible to be granted.

CONCLUSION

WHEREFORE, Gas Land Petroleum respectfully requests that, after due deliberation, the Town Board of the Town of Newburgh amend the Zoning Map and grant the requested zoning amendment as described herein.

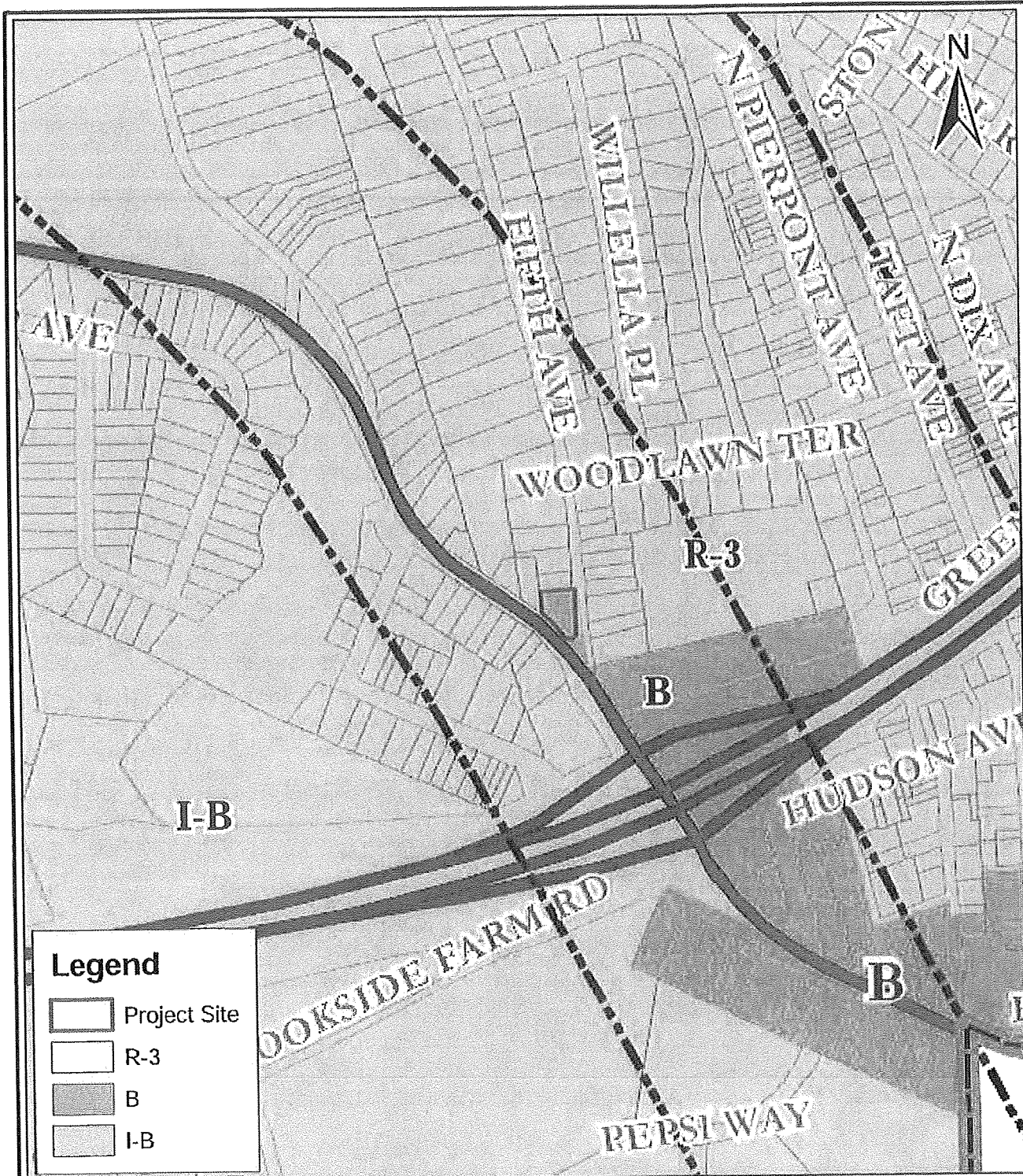
Dated: White Plains, New York
July 30, 2020

KEANE & BEANE, P.C.





By: Nicholas Ward-Willis
Nicholas Ward-Willis
Attorneys for Gas Land Petroleum, Inc.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
(914) 946-4777

Exhibit A
Description
Zoning Amendment

Beginning at a point in the center of Fifth Avenue, said point being the intersection of Fifth Avenue and New York State Route 55; thence running northeasterly with the centerline of Fifth Avenue, a distance of 300 feet; thence running northwesterly from the centerline of Fifth Avenue along the northern property line of lot 71-2-11; thence running southwesterly along the western property line of tax lot 71-2-11 to the centerline of New York State Route 52; thence running southeasterly along the centerline of New York State Route 52 back to the point of beginning at its intersection with the centerline of Fifth Avenue. Containing ± 0.79 acres of land.



Legend

-  Project Site
-  R-3
-  B
-  I-B

THE Chazen COMPANIES
 ENGINEERS
 LAND SURVEYORS
 PLANNERS
 ENVIRONMENTAL & SAFETY PROFESSIONALS
 LANDSCAPE ARCHITECTS

Dutchess County Office:
 21 Fox Street, Poughkeepsie, NY 12601
 Phone: (845) 454-3980

Capital District Office:
 547 River Street, Troy, NY 12180
 Phone: (518) 273-0055

North Country Office:
 20 Elm St., Suite 110, Glens Falls, NY
 Phone: (518) 812-0513

Plank Road - GasLand

Proposed Zoning

Town of Newburgh, Orange County, New York

| | |
|----------|---------------|
| Drawn: | JC |
| Date: | 07/30/2020 |
| Scale: | Not to scale. |
| Project: | 82018.00 |
| Figure: | 5 |



Proud to Be Employee Owned
 Engineers
 Land Surveyors
 Planners
 Environmental & Safety Professionals
 Landscape Architects

Short Environmental Assessment Form Part 1

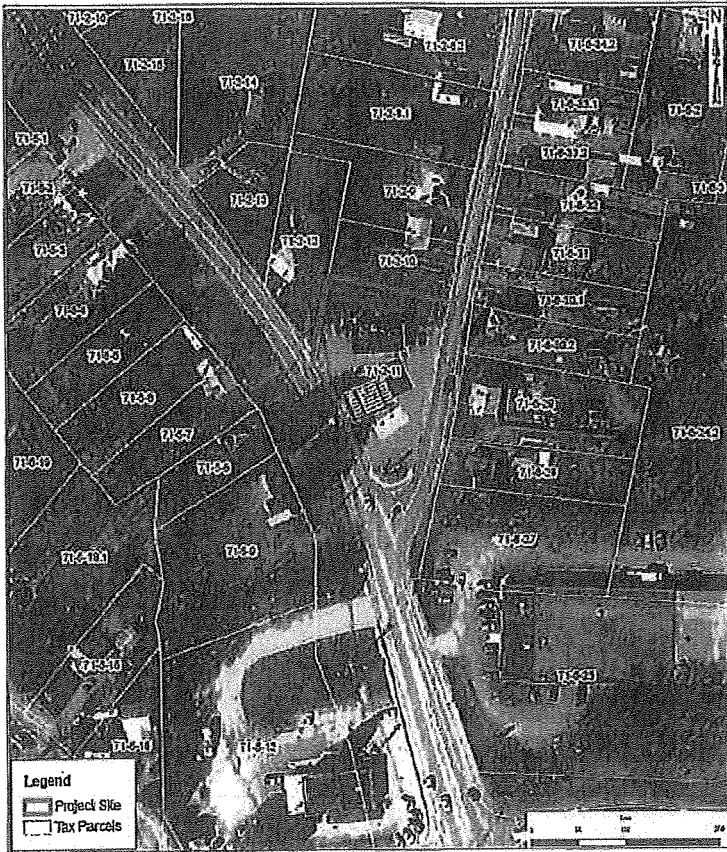
for
42 S. Plank Road – Gas Land Petroleum

Zoning Map Amendment

42 South Plank Road (U.S. Route 52)

**Town of Newburgh
 Orange County, New York**

Issued: July 31, 2020



Prepared for:

*Gas Land Petroleum
 3 South Ohioville Road
 New Paltz, NY 12561*

Prepared by:

*Chazen Engineering, Land Surveying &
 Landscape Architecture Co., D.P.C.
 21 Fox Street Suite 201
 Poughkeepsie, NY 12601
 845-454-3980*

Chazen Project No. 82018.00

HUDSON VALLEY
 845-454-3980

CAPITAL DISTRICT
 518-273-0055

NORTH COUNTRY
 518-812-0513

WESTCHESTER
 914-997-8510

NASHVILLE, TN
 615-380-1359

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PROJECT NARRATIVE

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| 2.0 | LAND USE AND ZONING..... | 1 |
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| 2.3 | Public Policy..... | 4 |

SHORT ENVIRONMENTAL ASSESSMENT FORM PART 1 FORM

FIGURES

- Figure 1: USGS Location Map
- Figure 2: Orthophoto Tax Map
- Figure 3: Land Use Map
- Figure 4: Existing Zoning Map
- Figure 5: Proposed Zoning Map

1.0 PROJECT DESCRIPTION

The Applicant and Owner, Gas Land Petroleum, is seeking approval by the Town Board for a zoning map amendment to change the zoning designation of 42 S. Plank Road (Route 52) (the "Property") and adjacent street right-of-way (the "ROW") from the Residential R-3 Zoning District to the Business Zoning District. The Property is approximately 0.53 acres and is known and designated as Parcel 71-2.11 (see Figures 1 and 2). The ROW is comprised of approximately 0.26 acres. The Property is currently developed with a one-story convenience store building and a gasoline filling station. The Property is located at the intersection of S. Plank Road and Fifth Avenue. The current convenience store and gasoline filling station use (in place since at least 1975) is an existing, legal non-conforming use within the R-3 District. Therefore, the Applicant seeks to rezone the parcel to the Business (B) Zoning District, which would bring the use into conformance with zoning.

Table 1 provides a list of the approvals/permits/statutory referrals that are anticipated for the project.

Table 1: Anticipated Approvals/Permits/Statutory Referrals

| AGENCY | APPROVAL/PERMIT/Statutory Referrals |
|---|--|
| Town of Newburgh Town Board | Zoning Map Amendment |
| Orange County Department of Planning and Development Town of Newburgh Planning Board | GML 239m referral Town Code Section 185-60 referral |

2.0 LAND USE AND ZONING

2.1 Land Use

The site proposed to be rezoned is located at the edge of a residential area, wedged between a State highway (NYS Route 52/S. Plank Road) and Fifth Avenue. Commercial properties located adjacent to the site include a former dentist's office (previously known as Francis Indzonka – Dentist at 46 S. Plank Road), which is currently inactive and a chiropractor's office (Dane Clark – Chiropractor at 4 Fifth Avenue) (see Figure 3). The site is also located less than ½ mile northeast of a property owned by Waterstone (zoned for Industrial Business (IB)), Cooper Electric (zoned as B District) and Habitat for Humanity (zoned as B District) and less than one mile from the exit ramps providing access to Interstate 84 (I-84).

The existing use of the property is as a convenience store and gasoline filling station. No motor vehicle auto repair, auto leasing or sales use takes place on the property. The proposed zoning map amendment would bring the existing convenience store and gasoline filling station use into conformance. As a non-conforming use, the Applicant is at a disadvantage as it pertains to improving the site. Expansion of or change in the intensity of the existing non-conforming use in the R3 district is prohibited.

The site has operated as a convenience store and gasoline filling station use since at least 1975 and is unlikely to be reoccupied with a residential use. Due to site constraints (small sized, triangular-shaped lot: 0.5 acre (23,130 square feet), corner lot requiring two front yard setbacks) and given its proximity to I-84, it is considered unlikely that it would be redeveloped as another commercial use. The only use permitted in the R3 district on a 0.5 acre lot is a single-family home. It is extremely unlikely that the Property will

ever be developed with a single-family home due to the site constraints, its location at the intersection of Route 52 and Fifth Avenue and its long-term use of the property as a gas station. For these reasons, the zoning map amendment is anticipated to be consistent with local land uses as it is unlikely the site would be redeveloped.

2.2 Zoning

The project site is currently located in the R3 Residential (R3) Zoning District as designated by the Town of Newburgh Zoning Map (see Figure 4). The R-3 Zoning District is the highest density residential district in the Town. The existing convenience store and gasoline filling station is not a permitted use in the R3 Zoning District; therefore, the use is considered a legal, non-conforming use. The proposed zoning map amendment would change the site's zoning from R3 Zoning District to the Business (B) Zoning District (see Figure 5).

The bulk and dimensional requirements for the B Zoning District and applicable supplemental regulations are identified in Table 2. As indicated below, the site generally conforms to the bulk and dimensional requirements of the B Zoning District. A rear yard of approximately 50 feet is provided where 30 feet is required and a landscape buffer pursuant to Zoning Section 185-21(D)(2) between the facility and the adjoining residential use located to the northeast is also provided. Upon rezoning, the site would be considered pre-existing, nonconforming for the required minimum front yard, minimum setback to a parked car, minimum setback to an intersection, parking in the required yards and loading.

The proposed zoning map amendment is not anticipated to result in any adverse significant impacts related to zoning as the site has been in use as a convenience store and gasoline filling station since at least 1975 and is unlikely to be redeveloped into another residential or commercial use due to site constraints and proximity to major roadways (e.g. NYS Route 52 and I-84). While the rezoning will result in some pre-existing, nonconformances related to bulk and dimensional requirements, it is compliant with regulations designed to protect adjacent residences, such as the required rear yard setback and landscape buffer requirements. Moreover, by rezoning the site to the B Zoning District, the use will become conforming, providing the owner an easier ability to improve the site and potentially bring the site into further conformance with zoning. Any future development on the site will be subject to review by the Town Planning Board, Architectural Review Board and/or Building Inspector to ensure that such renovations or construction is in compliance with the requirements of the Town Code.

Table 2: Bulk and Dimensional Requirements - B Zoning District and Supplemental Regulations

| Convenience Store with Gasoline Filling Station | B District -- use subject to PB site plan approval | Existing Condition |
|--|--|--|
| Lot area SF | 20,000 | Yes, 23,130 |
| Lot width FT | 100 FT | Yes, 130 FT |
| Lot depth FT | 125 FT | Yes, 221 FT |
| Front yard FT | 40 FT; 50 - 60 FT pending average depth on State Highway (185-18(C)(4)(b)) | Pre-existing Nonconforming 37.8 FT (NYS 52) Pre-existing Nonconforming 30 FT (Fifth th Ave) |
| Rear yard FT ¹ | 30 FT | Yes, 55.1 FT |
| 1 side yard FT ¹ | 25 FT | Yes, 46.9 FT |
| Lot building coverage % | 50% | Yes, 6.78% |
| Building height FT | 35 FT | Yes, < 35 FT |
| Lot surface coverage % | 80% | Yes, 60.8% |
| Minimum setback to parked car | 10 FT | Pre-existing Nonconforming 4.5 FT |
| Setback to intersection | 50 FT | Pre-existing Nonconforming 22 FT |
| Parking in required yards | Not allowed | Pre-existing Nonconforming - Parking spaces located in Front and Side Yards |
| 185-21(D)(2) Landscape buffer between Residential and Nonresidential | 15 FT, rear yard | Yes, building is setback at 55.1 FT |
| Required Parking: Convenience Store | 1 space per 150 SF gross leasable floor space | 1,564 SF convenience store / 150 SF = 11 required spaces. Yes, 13 spaces provided (including 8 spaces at the Pumps) |
| Required Loading | < 25,000 SF = 1 space | Pre-existing Nonconforming - 0 space provided |

¹ Town Code § 185-18(C)(5)(a) Minimum Adjacent Side and Rear Yard Requirements for Lots in B District Abutting Residential Zones: If total building floor area is less than 30,000 SF, then the greater of the minimum required yard set forth in the B district Table of Bulk and Use Requirements – Schedule 7, or 25 feet. Schedule 7 regulates a 30 FT rear yard, which is the greater of the two. Schedule 7 regulates a 15 FT side yard, which is less than 25 FT; therefore, 25 FT is required.

2.3 Public Policy

Town of Newburgh 2005 Comprehensive Plan

The Town's Comprehensive Plan ("Plan") was written in 2005 following a time of heightened development and growth. The Plan focuses on planning for growth through short, intermediate and long-term actions related to infrastructure and utilities; transportation and planning and zoning. The site is located within the southern half of the Town, which is described in the Plan as having a higher density residential area and commercial corridors.

The project site is not identified specifically in the Plan, but the Plan does include an implementation action to update the definitions of convenience store and motor vehicle service stations¹. According to Zoning Section 185-3, a convenience store is defined as,

"a retail business selling nondurable consumer products, including but not limited to groceries, prepared and packaged foods and gasoline, and providing no services. A convenience store shall be regulated in accordance with § 185-28 if it is on the same lot with a car wash or motor vehicle service station."

As stated above, the existing use does not include a car wash or motor vehicle service station; therefore § 185-28 does not apply as the existing use (convenience store selling gasoline and no automobile service or car wash provided) on the Property is within the Zoning Code's definition of a convenience store.

The proposed zoning map amendment is anticipated to be consistent with the Town's Plan as there are no recommendations specific to the site and the use remains consistent with the definition for a convenience store. Therefore, no amendment of the Plan is anticipated to be required.

Orange County Comprehensive Plan, Adopted 2019

The site is located within an area identified in Map 1, Priority Growth Areas Map, of the Orange County Comprehensive Plan ("County Plan") as a Priority Growth Area. Page 17 of the County Plan states that, "Within the Growth Areas, the County encourages additional urban development within those areas of higher density such as cities, villages and hamlets. Appropriate development includes commercial, appropriate industrial, higher density residential, and community service uses."

The site is a decades old existing commercial use appropriately located on a major roadway and less than one mile to I-84. The site is not located on or adjacent to protected resources (e.g. aquatic resources, protected habitats, historic or cultural resources) but instead is located within a built environment. The proposed zoning map amendment would bring the existing use into conformance and allows the Applicant the ability to more readily improve site conditions. For these reasons, the proposed zoning map amendment is anticipated to be consistent with the County Plan.

¹ Zoning Section 185-3 defines a Motor Vehicle Service Station as a, "building or lot or part thereof where refueling and related services are available to the public, operated for gain, including repair, greasing, washing, servicing, adjusting, equipping, lease or rental of automobiles or other motor vehicles, but not including the storing, holding or displaying of the same for sale or resale, except as to the holding of a vehicle for not more than 60 days for insurance appraisal purposes covering property damage claims and except as to the holding of a vehicle for the required period to perfect or protect a garageman's lien pursuant to statute."

SHORT ENVIRONMENTAL ASSESSMENT FORM
(SEAF)

Short Environmental Assessment Form

Part 1 - Project Information

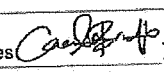
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

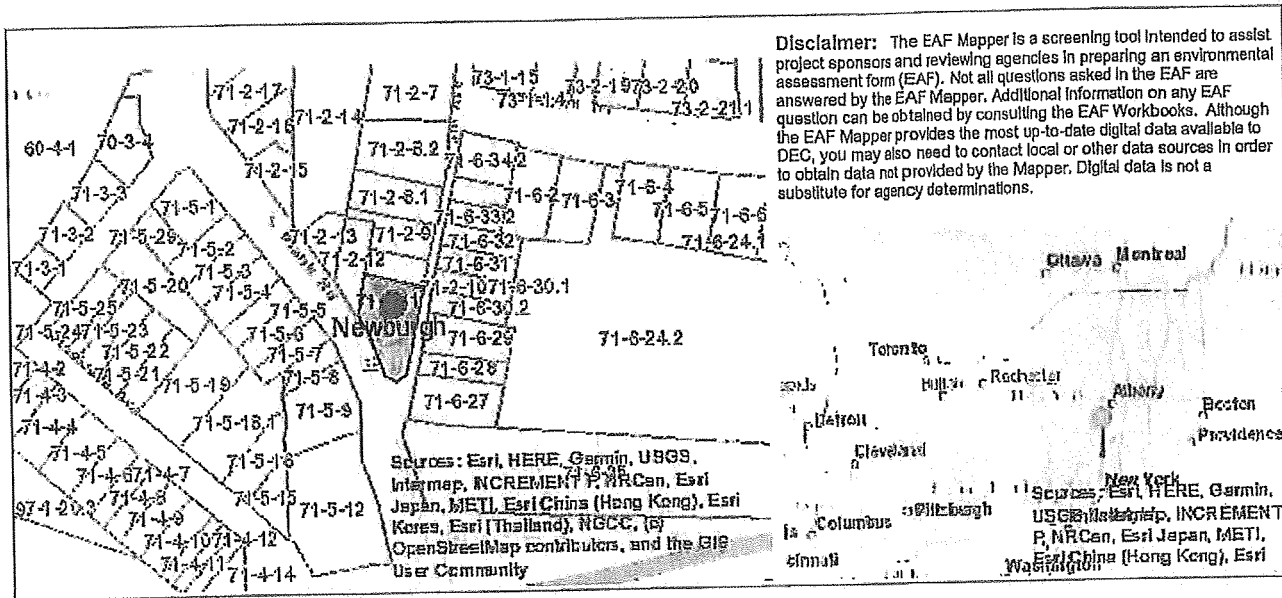
| Part 1 – Project and Sponsor Information | | | |
|--|--|---|--|
| Name of Action or Project: 42 S. Plank Road - Gas Land Petroleum | | | |
| Project Location (describe, and attach a location map): 42 S. Plank Road, Town of Newburgh, Orange County, NY | | | |
| Brief Description of Proposed Action: The Applicant and Owner, Gas Land Petroleum, is seeking approval by the Town Board for a zoning map amendment to change the zoning designation of 42 S. Plank Road (Route 52) (the "Property") and adjacent street right-of-way (the "ROW") from the Residential R-3 Zoning District to the Business Zoning District. The Property is approximately 0.53 acres and is known and designated as Parcel 71-2.11 (see Figures 1 and 2). The ROW is comprised of approximately 0.26 acres. The Property is currently developed with a one-story convenience store building and a gasoline filling station. The Property is located at the intersection of S. Plank Road and Fifth Avenue. The current convenience store and gasoline filling station use (in place since at least 1975) is an existing, legal non-conforming use within the R-3 District. Therefore, the Applicant seeks to rezone the parcel to the Business (B) Zoning District, which would bring the use into conformance with zoning. | | | |
| Name of Applicant or Sponsor: Gas Land Petroleum (Zeldan Neshelwat) | | Telephone: 845-331-7545 E-Mail: gasland.zeldan@gmail.com | |
| Address: 3 Ohlville Road | | | |
| City/PO: New Paltz | | State: NY | Zip Code: 12561 |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | | NO <input type="checkbox"/> | YES <input checked="" type="checkbox"/> |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: | | NO <input type="checkbox"/> | YES <input type="checkbox"/> |
| 3. a. Total acreage of the site of the proposed action? _____ acres | | | |
| b. Total acreage to be physically disturbed? _____ acres | | | |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres | | | |
| 4. Check all land uses that occur on, are adjoining or near the proposed action: | | | |
| 5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) | | | |
| <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): | | | |
| <input type="checkbox"/> Parkland | | | |

| | | NO | YES | N/A |
|--|--|-------------------------------------|-------------------------------------|--------------------------|
| 5. Is the proposed action, | a. A permitted use under the zoning regulations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | b. Consistent with the adopted comprehensive plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | | NO | YES | |
| | | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? | | NO | YES | |
| If Yes, identify: _____ | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | | NO | YES | |
| | b. Are public transportation services available at or near the site of the proposed action? | <input type="checkbox"/> | <input type="checkbox"/> | |
| | c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. Does the proposed action meet or exceed the state energy code requirements? | | NO | YES | |
| If the proposed action will exceed requirements, describe design features and technologies: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10. Will the proposed action connect to an existing public/private water supply? | | NO | YES | |
| If No, describe method for providing potable water: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11. Will the proposed action connect to existing wastewater utilities? | | NO | YES | |
| If No, describe method for providing wastewater treatment: _____ _____ | | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? | | NO | YES | |
| | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | | NO | YES | |
| | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? | | <input type="checkbox"/> | <input type="checkbox"/> | |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ There are no aquatic resources located on the project site. Winona Lake is located approximately 1,000 feet northwest of the site. _____ _____ | | | | |

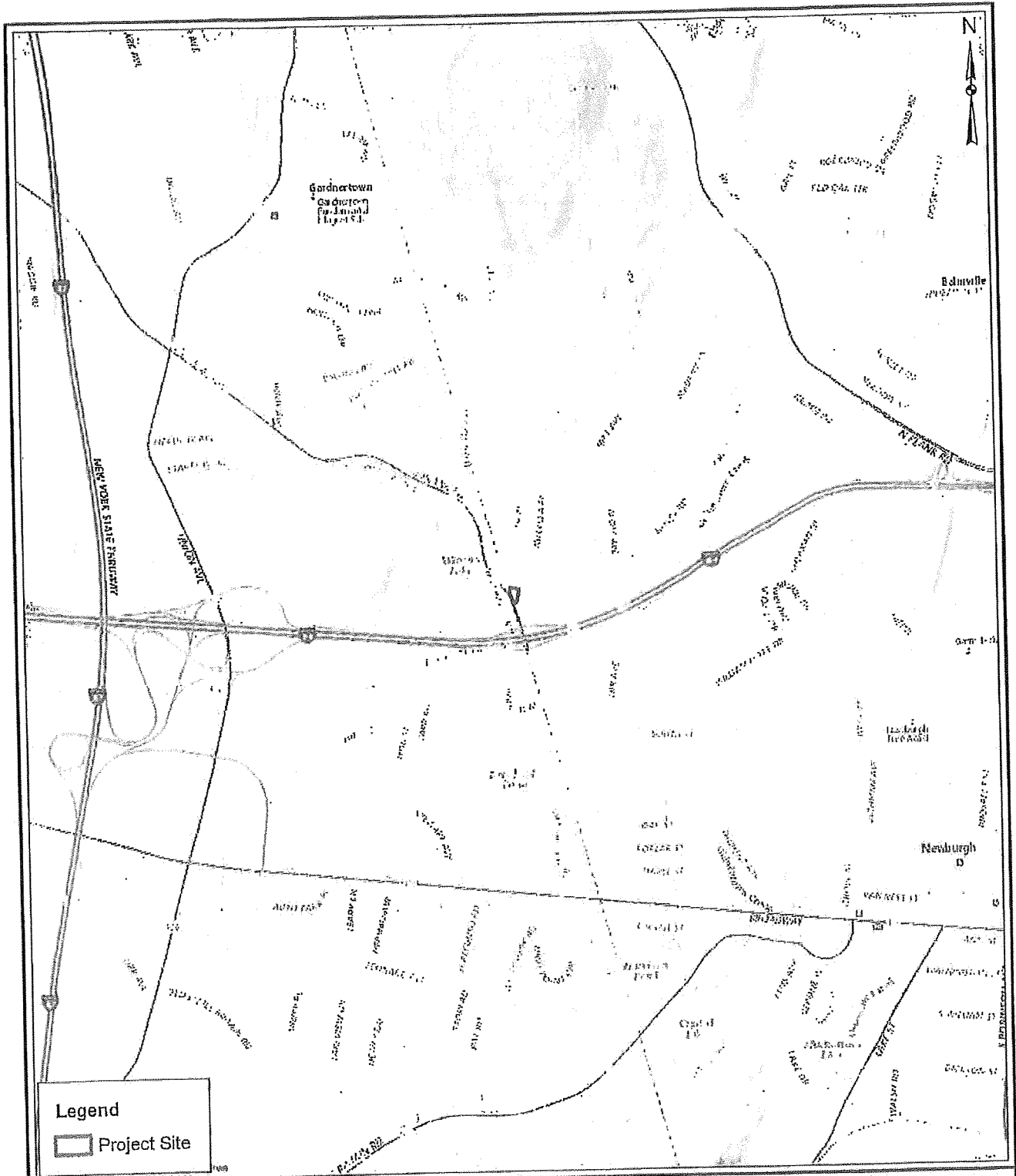
| | | |
|--|-------------------------------------|-------------------------------------|
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: | | |
| <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban | | |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | NO | YES |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Is the project site located in the 100-year flood plan? | NO | YES |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, | NO | YES |
| a. Will storm water discharges flow to adjacent properties? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? | <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, briefly describe: _____ | | |
| Drainage flows will continue to sheet flow towards existing collection systems in the roadway. | | |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ | NO | YES |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ | NO | YES |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ | NO | YES |
| The site has not been the subject of remediation for hazardous waste. The DuPont-Stauffer Landfill (DEC #336009), a State Superfund Site, is located approximately 2,000 feet southeast of the site (across I-84). Remediation is complete. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE | | |
| Applicant/sponsor/name: <u>Gas Land Petroleum</u> | | Date: <u>7/31/2020</u> |
| Signature: <u>Caren LoBrutto, Agent for Applicant, Chazen Companies</u>  | | Title: <u>Senior Planner</u> |

EAF Mapper Summary Report


Thursday, April 09, 2020 11:46 AM



| | |
|---|---|
| Part 1 / Question 7 [Critical Environmental Area] | No |
| Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites] | No |
| Part 1 / Question 12b [Archeological Sites] | No |
| Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook. |
| Part 1 / Question 15 [Threatened or Endangered Animal] | No |
| Part 1 / Question 16 [100 Year Flood Plain] | No |
| Part 1 / Question 20 [Remediation Site] | Yes |



Legend

 Project Site

THE
Chazen
COMPANIES

ENGINEERS
LAND SURVEYORS
PLANNERS
ENVIRONMENTAL & SAFETY PROFESSIONALS
LANDSCAPE ARCHITECTS

Dutchess County Office:
21 Fox Street, Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street, Troy, NY 12180
Phone: (518) 273-0055

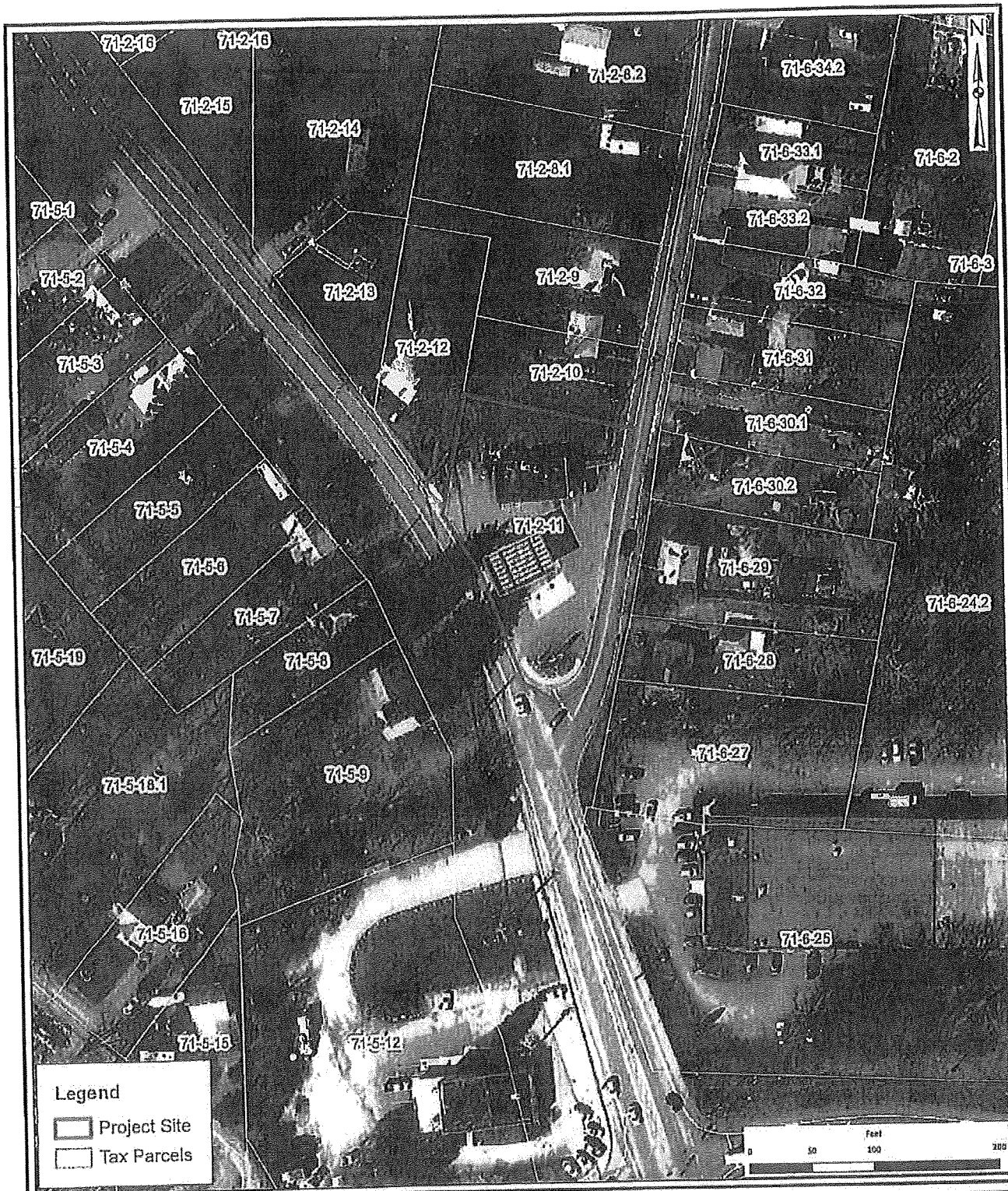
North Country Office:
375 Bay Road, Queensbury, NY 12804
Phone: (518) 812-0513

Plank Road - GasLand

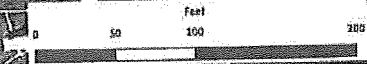
USGS Location Map

Town of Newburgh, Orange County, New York

| | |
|----------|---------------------|
| Drawn: | SPL |
| Date: | 04/09/2020 |
| Scale: | 1 inch = 2,000 feet |
| Project: | 82018.00 |
| Page: | 1 |



Legend
 [White Box] Project Site
 [Dotted Box] Tax Parcels



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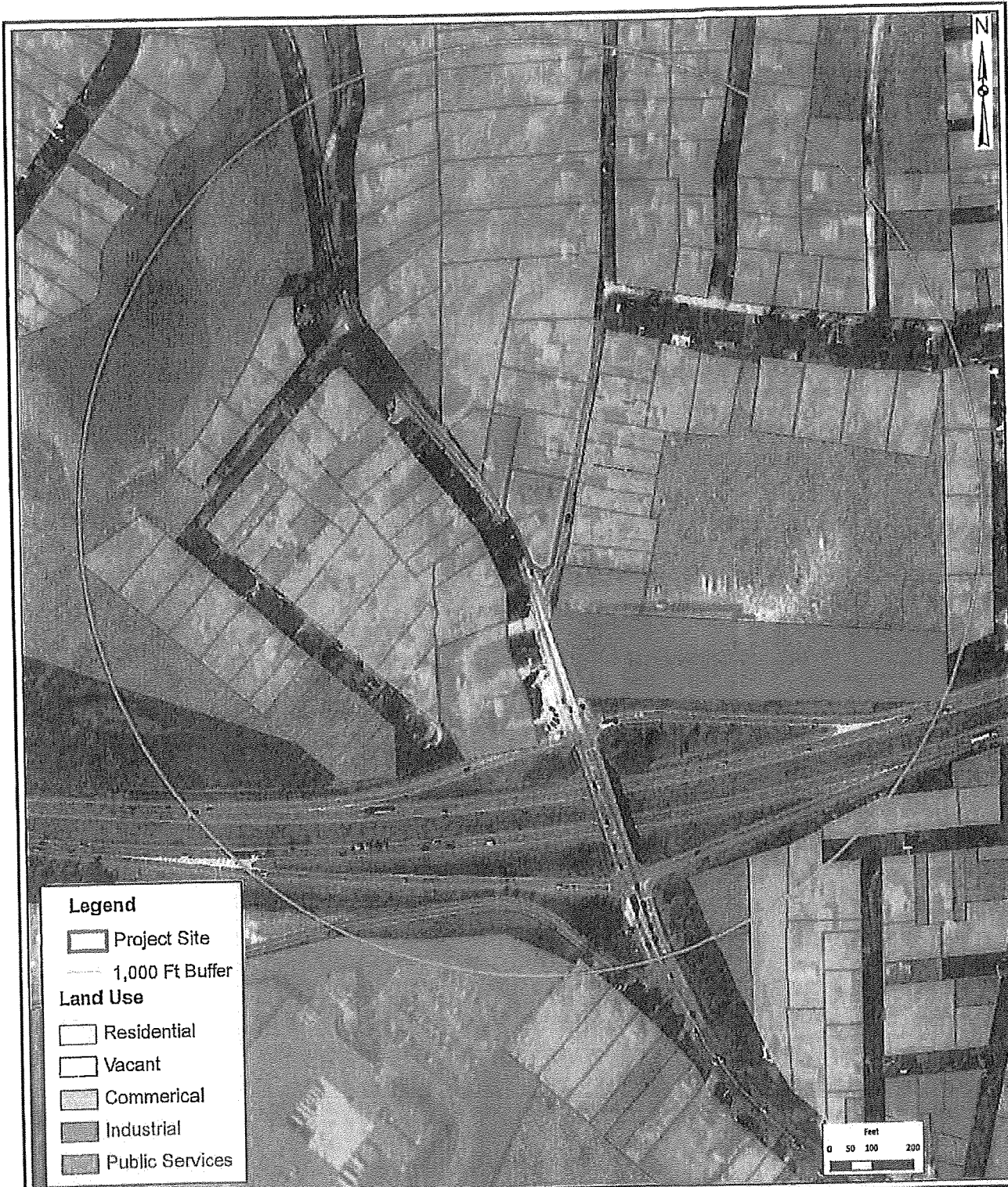
Norfolk County Office:
 375 Bay Road, Queensbury, NY 12804
 Phone: (518) 812-0513

Plank Road - GasLand

Orthophoto Tax Map

Town of Newburgh, Orange County, New York

| | |
|---------|-------------------|
| Drawn | SPL |
| Date | 04/09/2020 |
| Scale | 1 inch = 100 feet |
| Project | 82018.00 |
| Figure | 2 |

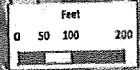


Legend

- Project Site
- 1,000 Ft Buffer

Land Use

- Residential
- Vacant
- Commercial
- Industrial
- Public Services



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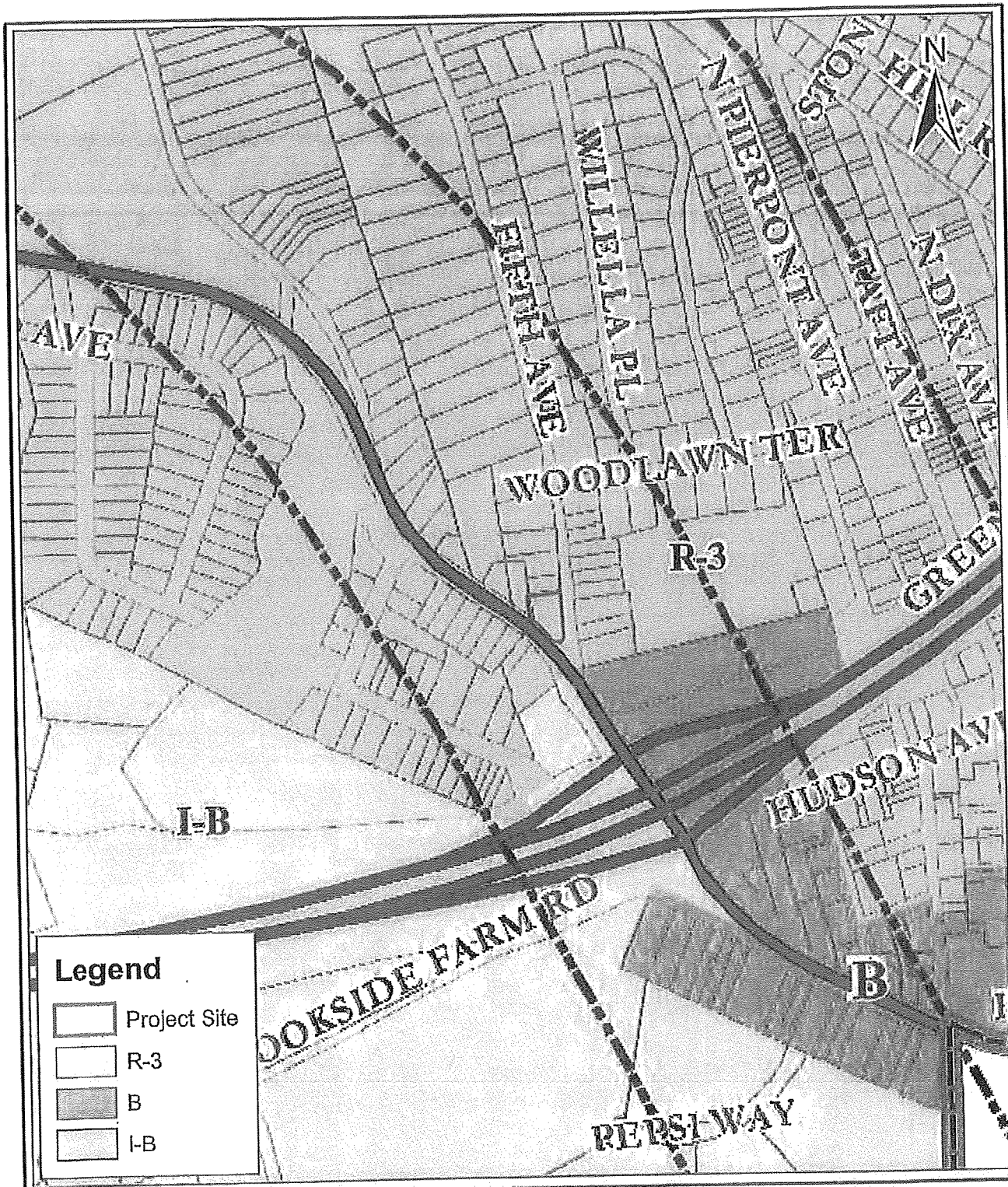
North Country Office:
 375 Bay Road, Queensbury, NY 12804
 Phone: (518) 812-0513

Plank Road - GasLand





Land Use Map

Town of Newburgh, Orange County, New York

| | |
|----------|-------------------|
| Drawn: | SPL |
| Date: | 04/09/2020 |
| Scale: | 1 inch = 300 feet |
| Project: | 82018.00 |
| Pages: | 3 |



Legend

-  Project Site
-  R-3
-  B
-  I-B

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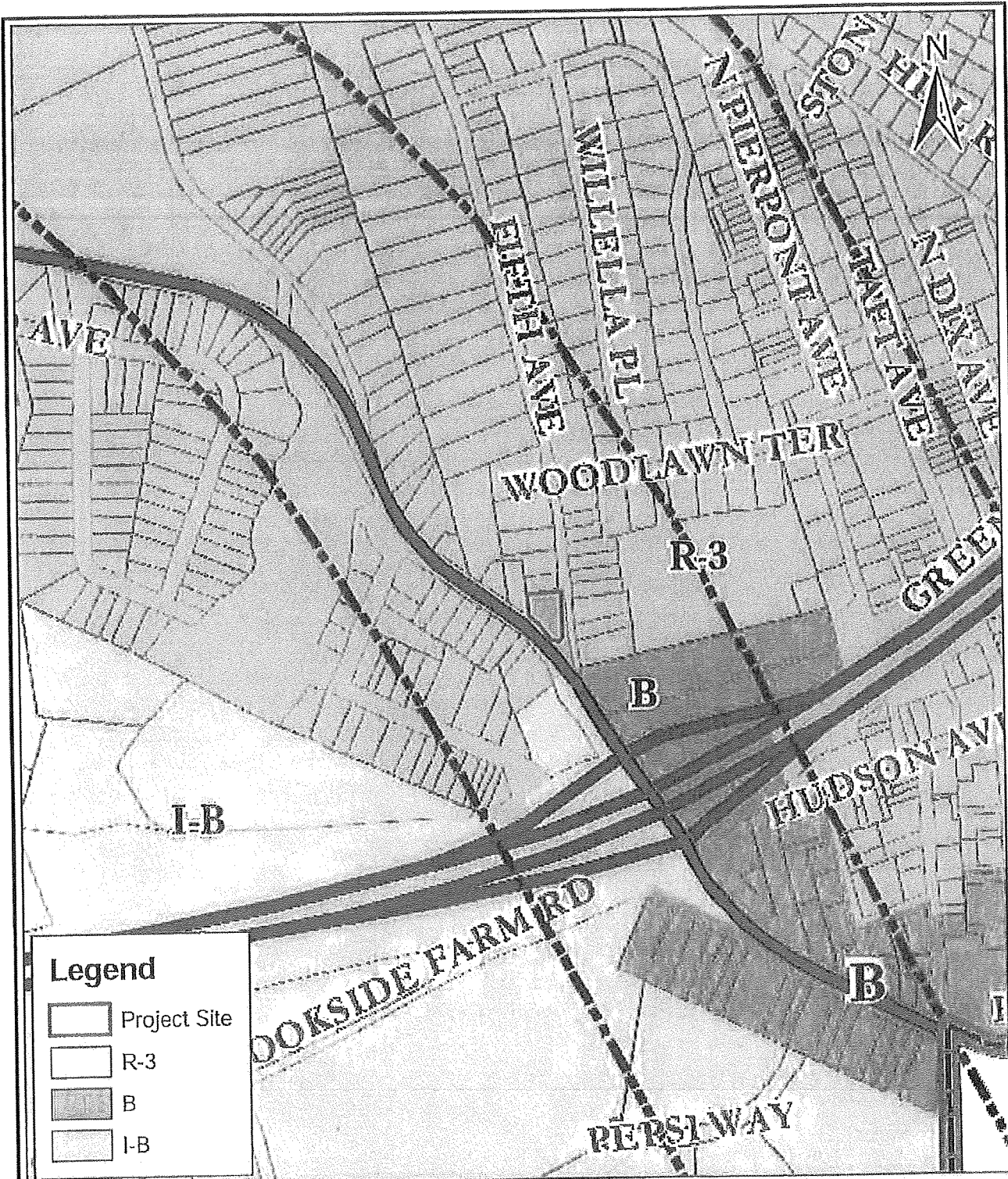
North Country Office:
20 Elm St., Suite 110, Glens Falls, NY
Phone: (518) 812-0513

Plank Road - GasLand





Existing Zoning

Town of Newburgh, Orange County, New York

| | |
|----------|---------------|
| Drawn: | JC |
| Date: | 07/30/2020 |
| Scale: | Not to scale. |
| Project: | 82018.00 |
| Sheet: | 4 |



Legend

-  Project Site
-  R-3
-  B
-  I-B



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Plank Road - GasLand

Proposed Zoning

Town of Newburgh, Orange County, New York

| | |
|----------|---------------|
| Drawn: | JC |
| Date: | 07/30/2020 |
| Scale: | Not to scale. |
| Project: | B2018.00 |
| Figure: | 5 |

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

**TOWN BOARD PUBLIC MEETING AGENDA
Monday, August 10, 2020
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. ZONING MAP AMENDMENT: Fifth Avenue and Route 52 (Gasland)**
 - A. Resolution for SEQR and Lead Agency Intent**
 - B. Resolution of Referral**
 - C. Resolution to Schedule Public Hearing**
- 7. CODE COMPLIANCE: Approval to Start Process to Hire Two Part Time Clerks**
- 8. ORANGE COUNTY YOUTH BUREAU: COVID-19 Revised Funding Contract**
- 9. BOND RESOLUTION: Gardnertown Road/Gidney Avenue Culvert**
- 10. DATA PROCESSING: Purchase of Two Laptops**
- 11. HUDSON PLAZA: Electrical Supplies**
- 12. JEWISH FAMILY SERVICE: Memorandum of Understanding for Services**
- 13. RECREATION DEPARTMENT: Purchase of Gador**
- 14. ASSESSMENT REVIEW BOARD: Reappointment of Joseph Lecaroz**
- 15. ROAD NAME REQUESTS:**
 - A. Ali Lane**
 - B. Kailynn Court**
- 16. FLEET MAINTENANCE: Surplus Vehicle**
- 17. RESOLUTION: New York State Retirement System**
- 18. POLICE DEPARTMENT: Solicitation to Return as Laborers**
- 19. ANNOUNCEMENTS**
- 20. PUBLIC COMMENTS**
- 21. ADJOURNMENT**

Draft

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 August, 2020 at 7:00 o'clock p.m.

6B

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD PROVIDING FOR REFERRAL OF LOCAL LAW AMENDING CHAPTER 185 ENTITLED "ZONING" OF THE CODE OF THE TOWN OF NEWBURGH AND THE ZONING MAP OF THE TOWN OF NEWBURGH TO REZONE PROPERTY AT FIFTH AVENUE AND SOUTH PLANK ROAD (NYS ROUTE 52) FROM R-3 TO THE ADJACENT B ZONING DISTRICT TO THE ORANGE COUNTY DEPARTMENT OF PLANNING, THE TOWN OF NEWBURGH PLANNING BOARD AND THE TOWN OF NEWBURGH ZONING BOARD OF APPEALS:
PETITION OF GAS LAND PETROLEUM, INC.

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

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

WHEREAS, having received a petition from a property owner for a Zoning Map change for an area encompassing approximately 0.79 acres of land comprised of a property which is situated on the western side of Fifth Avenue at its intersection with South Plank Road (New York State Route 52) designated as Section 71 Block2 Lot 11 on the tax map for the Town of Newburgh together with the fronting portions of the public rights of ways to the center line of the street and highway, the Town Board has caused to be prepared and introduced a Local Law Amending Chapter 185 entitled "Zoning" of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Fifth Avenue and South Plank Road (NYS Route 52) from R-3 (Residential) to the Adjoining B (Business) Zoning District; and

WHEREAS, the petitioner having also submitted Part 1 of an Environmental Assessment Form in connection with its request for the adoption of a Zoning Map Amendment and the Town Board having caused Part 2 to be prepared, said adoption constituting an Unlisted Action under Part 617 of the General Regulations adopted pursuant Article 8 of the Environmental Conservation Law ("SEQR") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code; and

WHEREAS, pursuant to Section 239-m of the General Municipal Law and the Town of Newburgh Zoning Code, amendments of zoning laws meeting certain criteria must be referred to the to the county planning board or agency and the Town Planning Board for review and recommendation.

NOW, THEREFORE, BE IT RESOLVED, that copies of the Local Law Amending Chapter 185 entitled "Zoning" of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Fifth Avenue and South Plank Road (NYS Route 52) R-3 to the Adjacent B Zoning District together with all other materials required by law to constitute a "full statement of such proposed action" be forwarded to the Orange County Department of Planning and the Town of Newburgh Planning Board for their reports in accordance with the provisions of the New York State General Municipal Law and the Town of Newburgh Zoning Code; and

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

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

| | |
|--|---------------|
| <u>Elizabeth J. Greene, Councilwoman</u> | <u>voting</u> |
| <u>Paul I. Ruggiero, Councilman</u> | <u>voting</u> |
| <u>Scott M. Manley, Councilman</u> | <u>voting</u> |
| <u>Anthony R. LoBiondo, Councilman</u> | <u>voting</u> |
| <u>Gilbert J. Piaquadio, Supervisor</u> | <u>voting</u> |

The resolution was thereupon declared duly adopted.

**INTRODUCTORY LOCAL LAW #__ OF 2020
A LOCAL LAW AMENDING
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH
AND
THE ZONING MAP
OF THE TOWN OF NEWBURGH
TO REZONE PROPERTY
AT FIFTH AVENUE AND SOUTH PLANK ROAD (NYS ROUTE 52)
FROM R-3 TO THE ADJACENT B ZONING DISTRICT**

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 185 Entitled 'Zoning' of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Fifth Avenue and South Plank Road (NYS Route 52) from R-3 to the Adjacent B Zoning District."

SECTION 2 - PURPOSE

The purpose of this local law is to rezone certain property located at the northwest corner of the intersection of Fifth Avenue and South Plank Road (New York State Route 52) and fronting portions of said streets from the R-3 (Residential) Zoning District to the adjacent B (Business) Zoning District.

The rezoning will encompass approximately 0.79 acres of land. The area is comprised of a property which is situated on the western side of Fifth Avenue at its intersection with South Plank Road (New York State Route 52) designated as Section 71 Block2 Lot 11 on the tax map for the Town of Newburgh together with the fronting portions of the public rights of ways to the center line of each street. The owner of the property, Gas Land Petroleum, Inc. has petitioned for the change in zoning.

SECTION 3 - AMENDMENT TO CHAPTER 185 AND ZONING MAP

1. The Zoning Map of the Town of Newburgh, adopted and made a part of Chapter 185 of the Code of the Town of Newburgh pursuant to Section 185-5, as last amended by Local Law No. 4 of 2017, is hereby amended to change the Zoning District from R-3 to B for the property described in Exhibit A annexed hereto and made a part hereof and shown on the zoning map section annexed hereto and made a part hereof as Exhibit B.

2. The Zoning Map of the Town of Newburgh, as amended by this local law, shall be maintained on file in the office of the Town Clerk.

SECTION 4 – REPEAL All ordinances and local laws and any parts thereof inconsistent with this Local Law are hereby repealed.

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

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

Exhibit A
Description
Zoning Amendment

Beginning at a point in the center of Fifth Avenue, said point being the intersection of Fifth Avenue and New York State Route 55; thence running northeasterly with the centerline of Fifth Avenue, a distance of 300 feet; thence running northwesterly from the centerline of Fifth Avenue along the northern property line of lot 71-2-11; thence running southwesterly along the western property line of tax lot 71-2-11 to the centerline of New York State Route 52; thence running southeasterly along the centerline of New York State Route 52 back to the point of beginning at its intersection with the centerline of Fifth Avenue. Containing ± 0.79 acres of land.

Exhibit B

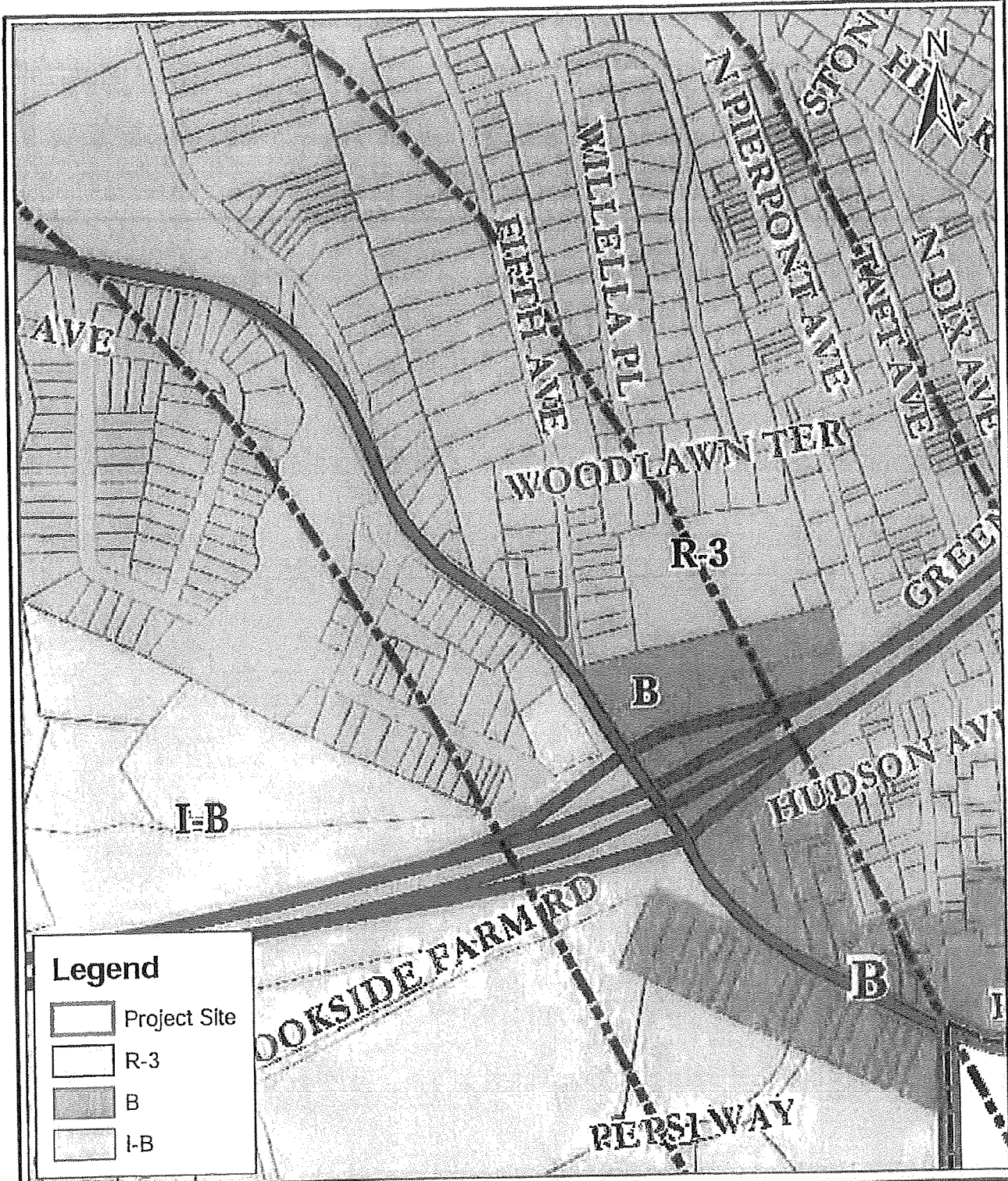
AMENDED ZONING MAP SECTION

Exhibit A
Description
Zoning Amendment

Beginning at a point in the center of Fifth Avenue, said point being the intersection of Fifth Avenue and New York State Route 55; thence running northeasterly with the centerline of Fifth Avenue, a distance of 300 feet; thence running northwesterly from the centerline of Fifth Avenue along the northern property line of lot 71-2-11; thence running southwesterly along the western property line of tax lot 71-2-11 to the centerline of New York State Route 52; thence running southeasterly along the centerline of New York State Route 52 back to the point of beginning at its intersection with the centerline of Fifth Avenue. Containing ±0.79 acres of land.

Exhibit B

AMENDED ZONING MAP SECTION



Legend

| | |
|--|--------------|
| | Project Site |
| | R-3 |
| | B |
| | I-B |

THE
Chazen
COMPANIES

ENGINEERS
LAND SURVEYORS
PLANNERS
ENVIRONMENTAL & SAFETY PROFESSIONALS
LANDSCAPE ARCHITECTS

Dutchess County Office:
21 Fox Street, Poughkeepsie, NY 12601
Phone: (845) 454-3980

Capital District Office:
547 River Street, Troy, NY 12180
Phone: (518) 273-0055

North Country Office:
20 Elm St., Suite 110, Glens Falls, NY
Phone: (518) 812-0513

Plank Road - GasLand

Proposed Zoning

Town of Newburgh, Orange County, New York

| | |
|----------|---------------|
| Drawn: | JC |
| Date: | 07/30/2020 |
| Scale: | Not to scale. |
| Project: | 82016.00 |
| Figure: | 5 |

6C

DRAFT

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 August, 2020 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- Scott M. Manley, Councilman
- Anthony R. LoBiondo Councilman

RESOLUTION INTRODUCING LOCAL LAW AMENDING CHAPTER 185 ENTITLED "ZONING" OF THE CODE OF THE TOWN OF NEWBURGH AND THE ZONING MAP OF THE TOWN OF NEWBURGH TO REZONE PROPERTY AT FIFTH AVENUE AND SOUTH PLANK ROAD (NYS ROUTE 52 FROM R-3 TO THE ADJACENT B ZONING DISTRICT; PETITION OF GAS LAND PETROLEUM, INC.

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

BE IT RESOLVED that a Local Law Amending Chapter 185 entitled "Zoning" of the Code of the Town of Newburgh and the Zoning Map of the Town of Newburgh to Rezone Property at Fifth Avenue and South Plank Road (NYS Route 52) from R-3 to the Adjacent B Zoning District be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

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

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 the Town of Newburgh, New York on the ___th day of September, 2020 at _____ o'clock, p.m., and

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

BE IT FURTHER RESOLVED that copies of the aforesaid local law and notice of the public hearing be forwarded to all municipalities, agencies and boards required to receive such

copies and notices in accordance with the provisions of the New York State General Municipal Law, the New York State Town Law and the Town of Newburgh Zoning Code.

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

TOWN OF NEWBURGH

Crossroads of the Northeast

OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

July 31st, 2020

To: Charlene Black Personnel Department

From: Gerald Canfield Code Compliance Supervisor



Re: Hiring Part Time clerks (2)

Please accept this correspondence as notification of my request to Hire two part time clerks for the Code Compliance Department. Due to the resignation of Shanna McCarley (See original enclosed) I wish to fulfill her vacancy and add an additional part time clerk. I am available for any questions.

CC: Supervisor Piaquadio



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

MEMORANDUM

P: 845.562.9100
F: 845.562.9126

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

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD AUTHORIZING
EXECUTION AND DELIVERY OF REPLACEMENT ORANGE
COUNTY YOUTH BUREAU FUNDING AGREEMENT
OUR FILE NO. 800.1(B)() (2020)

DATE: AUGUST 5, 2020

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

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

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

OF COUNSEL
Craig F. Simon
Irene V. Villacci

Enclosed please find the following resolution pertaining to an Agreement with the Orange County Youth Bureau to fund the Summer Police Academy:

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF REPLACEMENT ORANGE COUNTY YOUTH BUREAU FUNDING AGREEMENT

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

MCT/sel
Enc.

cc: Town Clerk Joseph P. Pedi (via e-mail)
Bruce Donald Campbell, Chief of Police (via e-mail)
Ronald Clum, Town Accountant (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 August, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

Paul Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING EXECUTION AND
DELIVERY OF REPLACEMENT ORANGE
COUNTY YOUTH BUREAU FUNDING
AGREEMENT FOR THE FISCAL YEAR 2020

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

WHEREAS, the County of Orange has forwarded a proposed “replacement” Orange County Youth Bureau Funding Agreement for the fiscal year 2020 (the “Agreement”) for the Junior Police Academy; 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 _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Joseph P. Pedi, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on August __, 2020 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

ORANGE COUNTY YOUTH BUREAU FUNDING AGREEMENT

FY 2020

This **ORANGE COUNTY YOUTH BUREAU FUNDING AGREEMENT**, effective as of the 1st day of January, 2020 (“Agreement”) by and between the County of Orange, a municipal corporation of the State of New York, having a principal business address at 255-275 Main Street, Goshen, New York 10924 (“County”), by and through the Orange County Youth Bureau (“Youth Bureau”), and the Town of Newburgh by and through the Town of Newburgh Police Department, having a principal business address at 300 Gardnertown Road, Newburgh, New York 12550 (“Agency”).

WITNESSETH

WHEREAS, the Agency will provide a Junior Police Academy to youth in the Town of Newburgh and surrounding area (hereinafter referred to as the “Program”); and

WHEREAS, the Youth Bureau and the Orange County Legislature, by Resolution Number 337 of 2019, has approved the Program as conforming with the plan and purposes of the Youth Bureau.

NOW, THEREFORE, it is mutually agreed as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement is January 1, 2020 to December 31, 2020.

2. **PROGRAM FUNDING**

A. County will provide Agency Program funding in the following amount(s) and from the source(s), as applicable:

| | |
|--|------------|
| New York State Youth Development Program Funding | \$ N/A |
| New York State Runaway & Homeless Youth Assistance Funding | \$ N/A |
| County of Orange Solutions Grant Funding | \$2,550.00 |

B. Payment of the Funding shall be made in accordance with this Agreement and in installments established by the Youth Bureau Director and further agreed upon by Agency as set forth in Section 8 of this Agreement.

3. **STATE AID REQUIREMENTS**

This Section of the Agreement is applicable only if this box is checked. That pursuant to the provisions of Article 19-A of the Executive Law, Orange County, through its Youth Bureau, will apply for State Aid equal to the budgeted amount for this program as stated in OCFS Form 3105 Project Application. The parties hereto agree that the New York State Funding shall be contingent upon the approval and funding by the Office of Children & Family Services (“OCFS”). OCFS approval shall specifically signify that State aid is available to County for the purposes of this Agreement and further, that the applicable Funding is included in the annual New York State Budget covering the period of this Agreement. Agency further agrees that, in the event County ever over-pays Agency or in any way disburses funds to which Agency is not entitled, Agency agrees to return such monies to County within thirty (30) days of notification by County.

4. EXECUTORY AGREEMENT

A. The parties hereto clearly understand and agree that all sums to be paid to Agency by County hereunder are conditional. County shall have no liability under this Agreement to Agency or to anyone else beyond funds appropriated and available for this Agreement.

B. It is fully agreed upon that County hereby expressly reserves the right, at any time, to reduce Funding to such an extent as the State of New York and/or the Orange County Legislature reduces Funding, as may be applicable to the Funding source.

5. EVALUATIONS

A. The Youth Bureau will advise Agency regarding the Program and as indicated in the project application for the Program annexed in the attached and incorporated Exhibit "A." The Youth Bureau will be permitted to conduct thorough evaluations of any and all activities to be funded by this Agreement.

B. That if, after thorough program evaluation, it is the determination of the Youth Bureau that the Program is not operating in an effective and desirable manner, this Agreement may be terminated by County. In such case, termination of funds will occur after 30 days written notice from County to Agency Director and Agency Board Chairperson.

6. BUDGET REQUIREMENTS

The anticipated budget of Agency to operate the Program has been clearly and acceptably outlined on the Funding summary in the project application for the Program and any deviation from the proposed budget or the Funding summary shall require the written consent of both parties. In the event that Agency deviates from the proposed budget or the Funding summary without written consent of the Youth Bureau, County may terminate this Agreement.

7. AGENCY FISCAL RESPONSIBILITIES

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Agency will supply all necessary supervision, direction and bookkeeping services essential to comply with the claims and billing procedures required by Orange County and by OCFS, as applicable to the Funding source, to include documentation of each transaction, expenditure and unexpended funds including the maintenance of separate and complete fiscal accounts at a minimum as generally outlined in this Agreement including, but not limited to Sections 8, 21, 22 and the attached and incorporated Exhibit "B." In the event that Agency is provided inaccurate or false documentation or verification of all expenditures agreed upon in the budget, the funds related to the inaccurate, false or unverified claims must be disgorged and remitted to County. Agency further agrees that any failure on its part to comply with the procedural requirements as set forth above will be automatic grounds for termination of this Agreement without further cause, hearing or judicial proceedings.

8. REIMBURSEMENT

A. The parties agree that this is a cost-reimbursable Agreement and County shall make reimbursement to Agency monthly, no later than quarterly, only after receiving from Agency vouchers and other appropriate documentation as may be required by County and by OCFS, as applicable to the Funding source, except that, subject to approval by OCFS, as applicable to the Funding source, County, in its discretion, may make advances of not more than the maximum reimbursable sum to Agency pursuant to agreement between the parties.

B. **This subsection of the Agreement is applicable only if this box is checked.** Agency shall provide “proof of payment” to County in the amount of [dollars (\$00.00)] as Agency’s matching contribution towards operating and maintaining the program, the “proof of payment” is to be provided to County monthly, no later than quarterly. Agency represents that its matching contribution is not made up of funds received from Federal or State funds with the exception of Federal Revenue Sharing Funds.

9. STAFFING AND PARTICIPATION

Agency agrees to provide necessary staff and/or resources for participation, and to participate in pertinent special events which may be operated or sponsored by the Youth Bureau during the Program term.

10. LICENSING AND PERMITS

Agency hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for the Program, if any are necessary prior to the commencement of the Program and forward a copy of any such license or permit and any and all updates to and renewals thereof to the Youth Bureau.

11. COMPLIANCE

Agency warrants and represents that it will comply in all respects with all Federal, State, and Local laws and regulations, policies and guidance which pertain to the Program and this Agreement including, but not limited to, those listed in the attached and incorporated Exhibits “C” and “D” as well as all applicable policies and rules that may, from time to time, be promulgated by the Youth Bureau and/or OCFS, as applicable to the Funding source, including its obligation to record in an orderly manner and report specific client information as required by County and/or by OCFS, as applicable to the Funding source. If this Agreement and any modifications thereto are SOLELY funded with County Solutions Grant funding, per Section 2 of this Agreement; then Exhibit D is not applicable.

12. BUILDINGS AND GROUNDS

Agency shall ensure that all grounds, structures, buildings and furnishings at all Program sites are maintained in good repair and free from dangerous defects at all times; and that all grounds, structures, buildings and furnishings comply with all applicable laws, rules and regulations governing their use including, but not limited to: zoning, building, health, safety and fire codes.

13. STATE FINANCE LAW COMPLIANCE

For Program Funding from New York State, if any, Agency agrees to the provision of Sections 139-A and 139-B of the New York State Finance Law relating to waivers of immunity.

14. PROCUREMENT OF AGREEMENT

A. Agency represents and warrants that no person or selling agency has been employed or retained by Agency to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Agency further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Agency makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.

B. For a breach or violation of these representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County for such falsity or breach, nor shall it constitute a waiver of County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

15. PAY-TO-PLAY

Pursuant to Section 10 of the County of Orange "Pay-to-Play Local Law," as amended, the regulatory and penalty provisions of this law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.

16. CONFLICT OF INTEREST

A. Agency agrees that no current officers, directors, or incorporators of Agency shall be hired or retained by Agency to fill any staff position or perform any service required under this Agreement, and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the County Executive and the Youth Bureau's Director.

B. Agency represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of this Agreement. Agency further represents and warrants that no person having such conflict of interest or possible conflict of interest shall be employed or contracted by it unless such person:

i. if required by the Orange County Local Ethics Law ("Local Ethics Law"), as may be amended, to submit a Disclosure Form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement; or

ii. if not required to complete and submit such a disclosure form, must either voluntarily complete and submit a Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

C. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of 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.

D. The foregoing provisions shall not limit County's rights under the Local Ethics Law with regard to civil penalties or criminal prosecution with respect to County Officer or Employee as defined in the Local Ethics Law.

17. CURRENT OR FORMER COUNTY EMPLOYEES

A. Agency represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Agency has or may have with County without the express written permission of County. This limitation period covers the

preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with County.

B. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity, or pursuant to this Agreement.

18. INDEPENDENT CONTRACTOR

A. In performing this Agreement, Agency shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Agency shall be solely responsible for determining the means and methods of the Program and shall have complete charge and responsibility for Agency's personnel engaged in the performance of the same.

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

19. ASSIGNMENT AND SUBCONTRACTING

A. Pursuant to General Municipal Law §109, Agency shall not assign, transfer, convey, sublet or otherwise dispose of any of its rights, title or interests in this Agreement, or its power to execute this Agreement, without the prior express written consent of the County Executive, or his or her designee. If Agency assigns, transfers, conveys, sublets or otherwise disposes of its rights, title or interests in this Agreement, or its power to execute it, without such consent, County shall revoke and annul this Agreement and County shall be discharged from any and all liability and obligations growing out of this Agreement to Agency and any party to which such assignment, transfer, conveyance, sublet or other disposition was purportedly made. Agency shall also forfeit and lose all moneys heretofore earned under this Agreement, except so much as may be required to pay its employees performing under this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by Agency for the benefit of its creditors made pursuant to the laws of the State of New York.

B. This Agreement may be assigned by County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

20. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

A. Identification Number(s). For granting, renewing, amending, supplementing or restating the license of any person, and for every invoice or other claim for payment submitted to County by an Agency under a contract to purchase goods or services or any lease of real or personal property, the application, invoice or claim must include Agency's payee identification number. This number is any or all of the following:

- i. the payee's Federal employer identification number;
- ii. the payee's Federal social security number, and/or (3) the payee's Agency identification number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Agency does not have such number(s), on its invoice or other claim for payment, Agency must give the reason or reasons why it does not have a payee number(s).

B. Privacy Notification.

i. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in New York State Tax Law §5. Disclosure of this information by Agency, seller or lessor to County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

ii. The personal information is requested by County and may be forwarded to the New York State Commissioner of Taxation and Finance upon request of that Commissioner, pursuant to New York State Tax Law §5(3).

21. RECORDKEEPING

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

22. RETENTION OF RECORDS

Agency agrees to retain all paper and electronic invoices, payment receipts, books, records and other data and documents relevant to this Agreement ("Records") for six (6) years after the final payment or termination of this Agreement, whichever later occurs, unless longer retention period is required by state or federal law or regulation. County, or any State and/or Federal auditors, and any other persons duly authorized by County, shall have full access and the right to examine any Records during the term of the Agreement and the retention period.

23. AUDIT

All Records as defined in Section 22 of this Agreement and accounts upon which the Records are based are subject to inspection, review and audit by County, the State of New York, the federal government, and/or other persons or entities duly authorized by County. Agency, upon request, shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required for evaluation of the reasonableness of the charges. Such audits may include examination and review of the source and application of all funds relevant to the performance of the Scope of Work, whether from County, New York State, the federal government, private sources or otherwise. Agency shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

24. INSURANCE

A. For the performance of services under this Agreement, as may be amended, Agency shall obtain and maintain, in full force and effect during the term of this Agreement, and any renewal or modification thereof, at its expense, insurance coverage of the types and at least in the minimum amounts listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers with an A.M. Best rating of A- or better and satisfactory to County, who have been fully informed as to the nature of the services to be performed and any modifications thereto. Additional coverage types or limits may be required by County if any policy contains a contractual liability exclusion.

| <u>Type of Coverage</u> | <u>Limit of Coverage</u> |
|--|--|
| Workers' Compensation | Statutory |
| Disability | Statutory |
| Employer's Liability | \$500,000 each accident \$500,000 disease each employee \$500,000 disease policy limit |
| Automobile Liability (Including Bodily Injury & Property Damage) | \$1,000,000 aggregate \$1,000,000 each occurrence |
| Comprehensive General Liability (Including Contractual Liability, Bodily Injury & Property Damage) | \$1,000,000 aggregate \$1,000,000 each occurrence |
| Professional Liability (If commercially available for your profession) | \$1,000,000 aggregate \$1,000,000 each claim |

B. Except for Workers' Compensation, Disability and Professional liability, County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Agency and not those of County.

C. Notwithstanding anything to the contrary in this Agreement, Agency irrevocably waives all claims against County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section 24. The provisions of insurance by Agency shall not in any way limit Agency's liability under this Agreement.

D. Each policy of insurance shall contain clauses to the effect that:

i. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County;

ii. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County, directed to County's Risk Management Division and the Youth Bureau Director; and

iii. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Agency.

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

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

ii. If the insurance is terminated for any reason and/or following final payment, Agency shall maintain an extended reporting provision and/or similar insurance for the period of performance plus six (6) years from the date of such termination and/or final payment.

iii. Immediate notice shall be given to County through the Youth Bureau Director and County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

F. Agency shall provide County with certificates of insurance evidencing Agency's compliance with these requirements prior to execution of the Agreement by County and shall provide updated certificates within two (2) business days of receipt by Agency during the term and any renewals or modifications thereof.

25. INDEMNIFICATION

A. To the fullest extent permitted by law, Agency shall indemnify, defend and hold harmless County, its officers, employees, contractors, agents and other representatives from and against all claims, liabilities, expenses, costs, losses, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), arising out of, directly or indirectly, Agency's and/or its officers, employees, partners, agents, subcontractors or other representatives performance of this Agreement, excepting the negligence of County its officers, employees, contractors, agents and other representatives.

B. Without limiting the foregoing, Agency specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Agency's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of Agency's its officers, employees, partners, agents, subcontractors or other representatives performance under this Agreement.

C. In the event that any claim is made or any action is brought against County arising out of or in connection with or otherwise relating to the Agreement either within or without the scope of Agency's duty, obligations or applicable industry standards, or any respective officer's employee's, subcontractor's, assignee's, or other representative's duties or obligations; 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, losses, damages or actions. The rights and remedies of County provide for in this Section 30 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

26. PROTECTION OF COUNTY PROPERTY

A. Agency assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by County, and caused, either directly or indirectly by the acts, omissions or lack of good faith of Agency, its officers, employees, partners, agents, subcontractors or other representatives.

B. Agency agrees to defend, indemnify and hold County harmless from any and all claims, liabilities, expenses, losses, costs, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of any loss, damage (except for normal wear and tear), or destruction of County property.

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

27. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITIES

A. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Agency will not discriminate against any employee or applicant for employment 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.

B. Furthermore, in accordance with Section 220-e of the New York State Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Agency agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin:

i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or

ii. discriminate against or intimidate any employee hired for the performance of work under this contract.

C. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Agency agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:

i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or

ii. discriminate against or intimidate any employee hired for the performance of work under this contract.

D. Agency is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

E. If this Agreement involves the sale or rental of property, Agency specifically agrees to abide by all applicable provisions of federal and state laws and regulations, as applicable to sale or rental of the

property. With respect to any sale of the property and selection and treatment of tenants, Agency shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status or marital status.

28. SECULAR PURPOSE

A. Agency agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.

B. Additionally, Agency agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in providing services pursuant to this Agreement it will:

i. not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion;

ii. not discriminate against any individual or entity, seeking to participate or participating in any program or activity of this Agreement and will not limit the programs and activities or give preference to persons, on the basis of religion; and

iii. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement or any other Agreement with County.

29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

A. Agency certifies and warrants that all wood products to be used under this Agreement, if any, will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation.

B. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Agency will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165.

C. Any use of tropical hardwood must meet with the exception requirements of State Finance Law §165(2)(d)(iii), as established by Agency and upon the approval of County; otherwise, the bid or proposal may not be considered responsive.

30. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH NOTIFICATION ACT

Agency shall comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

31. COMPLIANCE WITH EXECUTIVE ORDER 38

Agency is and shall remain in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be found here: <http://www.executiveorder38.ny.gov/>.

32. COMPLIANCE WITH PROCUREMENT LOBBYING LAWS

To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, Agency certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or incomplete, County may terminate this Agreement by providing written notification to Agency in accordance with the terms of this Agreement.

33. COMPLIANCE WITH IRAN DIVESTMENT ACT

A. Agency certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/reg/docs/ListofEntities.pdf>

B. Agency further certifies that in the performance of this Agreement, it will not utilize any subcontractor that is identified on the Prohibited Entities List. Agency agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Agency also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by County.

C. During the term of the Agreement, should County receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Iran Divestment Act (State Finance Law §165-a) within ninety (90) days after the determination of such violation, then County agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Agency in default.

D. County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

34. FORCE MAJEURE

Other than the strike, lockout, labor strife or troubles of Agency or Agency's subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of: war; blockade; revolution; insurrection; civil commotion; riot; mobilization; act of God; plague or other epidemic; fire; flood; obstruction of navigable waters by ice or other obstruction at any port; acts of the public enemy; any unforeseeable material or transportation or utility shortage or curtailment; governmental order, decree or regulation; then each party suffering from such condition may be excused from performance during the continuance of any such condition and for so long as such condition shall prevent, hinder or delay performance. However, in the event the condition shall continue longer than one (1) year in duration, or earlier upon Agreement of the parties, and provided that neither party has performed, the parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, that party must be made whole as the situation dictates.

35. TERMINATION

A. County may, by ten (10) days written notice to Agency, terminate this Agreement in whole or in part at any time:

- i. for County's convenience;
- ii. upon the failure of Agency to comply with any of the term(s) or condition(s) of this Agreement; or
- iii. upon Agency becoming insolvent or bankrupt.

B. Upon termination of this Agreement, Agency shall comply with any and all County closeout procedures, including, but not limited to:

- i. Accounting for and refunding to County within thirty (30) days, any unexpended funds which have been paid to Agency pursuant to this Agreement; and
- ii. Furnishing within thirty (30) days an inventory to County of all equipment, appurtenances and property purchased by Agency through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

C. In the event County terminates this Agreement in whole or in part, County may procure, upon such terms and in such manner as deemed appropriate, goods and/or services similar to those so terminated, and Agency shall continue the performance of this Agreement to the extent not terminated hereby.

D. If this Agreement is terminated in whole or in part for other than the convenience of County, any goods and/or services procured by County to complete the performance of this Agreement shall be charged to Agency and/or set off against any sums due Agency.

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

F. The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

36. GENERAL RELEASE

The acceptance by Agency 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 Agency arising out of the performance of this Agreement.

37. SET-OFF

A. 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 Agency:

- i. under this Agreement;

- ii. 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
- iii. from County by operation of law.

B. 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.

38. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the State of New York without giving effect to its conflicts of laws principles. Agency shall render performance under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time each aspect of the performance is rendered.

39. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive, 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.

40. BUSINESS AUTHORIZATION AND REGISTRATION; SERVICE OF PROCESS

A. Agency shall be properly authorized and registered to do business as required by the laws of the State of New York applicable to Agency's business entity type.

B. Regardless of the propriety or legality of registration status, as a condition of contract, Agency 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, Agency 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 Agency's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Agency shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change of address to which service of process can be made. Service by County to the last known address shall be sufficient.

41. NOTICE

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. via certified or registered United States mail, return receipt requested;
- ii. by facsimile transmission;
- iii. by personal delivery;
- iv. by expedited delivery service; or

v. by email.

B. Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

County

Name: Rachel Wilson

Title: Executive Director

Address: Orange County Youth Bureau, 40 Matthews Street, Goshen, N.Y. 10924

Phone Number: 845-615-3620

Fax Number: 845-360-9232

Email Address: rwilson@orangecountygov.com

Agency

Name: Gil Piaquadio

Title: Town Supervisor

Address: 300 Gardnertown Road, Newburgh, N.Y. 12550

Phone Number: (845) 564-4552

Fax Number: (845) 564-1870

Email Address: councilmanpiaquadio@townofnewburghpd.org

C. 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, or in the case of facsimile transmission or email, upon receipt.

D. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving ten (10) calendar days written notice to the other party sent in accordance herewith. 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.

42. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-1, by execution of this Agreement, Agency and the individual signing this Agreement on behalf of Agency certifies, under penalty of perjury, that Agency has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>. The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at: <https://www.orangecountygov.com/1137/Human-Resources>.

43. MODIFICATION

A. No modification(s) of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any additional scope of work, the County

Executive, or his or her designee, after consultation with the Department Head, executes a modification to this Agreement, which specifically sets forth the additional scope of work; the amount of compensation; and the extension of the time for performance, all as may be applicable to the change in scope, at County's discretion.

B. Unless otherwise specifically provided for in the modification(s), the provisions of this Agreement shall remain in full force and effect and applicable to the modified scope.

44. BINDING

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, once approved as per the terms and conditions of this Agreement.

45. 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.

46. SURVIVAL

The rights and obligations under Sections 7, 8, 11, 12, 13, 17, 18, 19, 21, 22, 23, 24, 25, 26, 30, 34, 35, 36, 37, 38, 39, 40, 41, 43, 44, and 45 hereof shall survive the termination of this Agreement.

47. 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.

COUNTY OF ORANGE

TOWN OF NEWBURGH

Stefan ("Steven") M. Neuhaus
County Executive

Name: _____
Title: _____

DATE _____

DATE _____

EXHIBIT A

1. The Program that the Agency has agreed to provide and the guidelines under which it will be provided are set forth in the following documents which are attached and incorporated into this Exhibit A:

(a) Addendum A to the Orange County Youth Bureau 2020 Funding RFP issued on June 10, 2019;

(b) Addendum B to the Orange County Youth Bureau 2020 Funding RFP issued on July 05, 2019;

(c) Orange County Youth Bureau's 2020 Request for Proposals for funding available from New York State Office of Children and Family Services Youth Development Program (also referred to as "YDP"), Runaway & Homeless Shelter Part I (also referred to as "RHYA"), and Orange County Solutions Grants (also referred to as "S") issued on May 24, 2019 (hereinafter referred to as the "RFP"); and

(d) Agency's completed Part II of the RFP and the Agency's revised Part V of the RFP, which has been approved by the County and which supersedes and replaces the Agency's completed Part V of the RFP initially submitted in response to the RFP (hereinafter referred to as the "Agency's Proposal").

2. (a) In the event of any conflict or inconsistency among or between the main body of the Agreement (which consists of Section 1 through Section 47) and this Exhibit A (which includes the documents annexed hereto and made part hereof), the terms and conditions of the main body of the Agreement, as may be amended from time to time, shall prevail. In the event of any conflict or inconsistency among any of the documents annexed to and incorporated into this Exhibit A, precedence will be given in the following order:

(i) the RFP, as modified by Addendums A and B; then

(ii) the Agency's Proposal.

(b) In no event shall the provisions of the Agency's Proposal ever control or take precedence over the provisions of the main body of the Agreement, as may be amended from time to time, or the RFP, as modified by Addendums A and B.

EXHIBIT B

1. Cash Receipts

Record which details source and amount of each deposit needs to be kept on file. All checks and monies received must be deposited in a timely manner.

2. Cash Disbursements

All expenditures must be made by check with NO check made payable to cash or petty cash. All checks must be made to the vendor involved. A cash disbursement record must be maintained showing each check number, amount and categorized as to expense, for example: payroll, (gross, each deduction, net), telephone, travel, taxes, supplies, foods, etc.

No bills may be paid unless accompanied by a receipt. Each receipt must show date received, and the vendor selling the goods or rendering the service, with address and signature of the vendor.

3. Travel Expenses

Travel will not be reimbursable for outside the County except where prior approval by the Director of the Youth Bureau.

EXHIBIT C

Legal Assurances

By executing this Agreement, Agency certifies that it is in compliance with the following Legal Assurances as set forth in the New York State Office of Children and Family Services, Local Commissioners Memorandum, 11-OCFS-LCM-10 ("LCM"). If there is any inconsistency between the assurances set forth below and those listed in the LCM, as may be modified, the LCD shall control.

A. Agency shall operate in full conformance with applicable federal, state, and local fire, health, safety and sanitation, and other standards prescribed in law or regulations. Where County is required to provide licensure for provision of services, Agency shall obtain and keep current such required license(s).

B. Agency shall operate each program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons who are handicapped to the extent required by law.

C. Benefits and services available are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964 (as amended).

D. The activities covered serve only those individuals and groups eligible under the provisions of the applicable state and federal statutes.

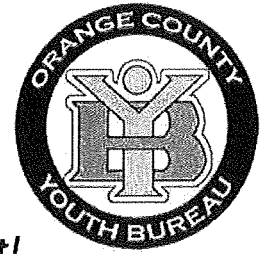
E. There is in operation a system of fair hearings and grievances under which applicants for or recipients of services and care may appeal denial, exclusion, reduction, termination, or choice of services/care; mandatory nature of service/care; or failure to take timely action upon an application for services/care.

F. Adequate and timely notice is provided to applicants for and recipients of services and care as required by 18 NYCRR 407.5(h)(2)(I).

G. Title XX-funded services are available to eligible individuals in every geographic area within County's Social Services District. Where different services are made available to a specific category of individuals in different geographic areas, services are available to all eligible individuals in that category who reside in that area.

EXHIBIT D

This Exhibit D is comprised of the attached and incorporated New York State Office of General Services Appendix A Standard Clauses for New York State Contracts. If this Agreement or any modifications thereto are funded SOLELY by County Solutions Grant Funding, per Section 2 of this Agreement, then this Exhibit D is not applicable.



ORANGE COUNTY YOUTH BUREAU
Over 40 Years Promoting Positive Youth Development!

Gil Piaquadio
Town Supervisor
300 Gardnertown Road
Newburgh, NY 12550

June 15, 2020

Dear Mr. Piaquadio,

These are challenging times for us all, and we hope that this letter finds you in good spirits and health. The COVID-19 health outbreak has had and continues to have a huge impact on our local communities, the County, and the State of the New York as a whole. Due to the impact of the COVID-19 health and financial crisis upon the County and State budgets, the local governments throughout the region are facing the need to adjust spending, prioritize activities and reallocate resources toward where there is the greatest need in the communities we serve.

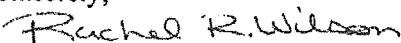
The funding of the youth programs and activities is expressly contingent upon the availability of State and County funds for such programs, as reflected in the 2020 Request for Proposals and Section 4 of the Funding Agreement (the "Agreement").

Please be advised that we have made the decision reduce funding for the Junior Police Academy program(s) in the year 2020. Enclosed please find the revised Funding Agreement that references the program the County intends to fund at the revised allocation amount. It replaces the agreement we previously sent to you. Please sign where indicated and return the same to our office at your earliest convenience for further processing. Please note that the decision to reduce funding for the Junior Police Academy program(s) in 2020 will have no bearing in future funding decisions should your organization decide to apply for 2021 funding after the announcement is made for the 2021 Request for Proposals.

Please continue to visit the County's website, www.orangecountygov.com, for ongoing updates and a variety of COVID-19 related resources. We also invite you to "like" and follow us on Facebook at www.facebook.com/OrangeCountyYB to stay up to date on COVID-19 resources, posts related to the 2021 RFP announcement, and examples of programs and activities promoting Positive Youth Development.

Thank you for your dedication and commitment to our local youth. As always, please feel free to contact our office if you have any questions and/or need assistance.

Sincerely,


Rachel R. Wilson, Executive Director

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau



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: GIDNEY AVENUE CULVERT PROJECT; ROAD
RECONSTRUCTION AT GIDNEY(TOWN) CREEK
OUR FILE NO. 801.46,800.1(B)(11)(2014); 800.1(B)(13)(2020),

DATE: AUGUST 4, 2020

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Enclosed please find for the Town Board's consideration the following draft resolution which the Town's engineers have advised is required due to the competitive bids the Town recently received for the project's construction exceeding the original estimate from 2014:

Bond Resolution – Additional \$698,450

This financing authorization is required, as was the original \$1,005,045 bond resolution for the project, as a condition of and notwithstanding the project's funding from outside governmental sources, the need for the reconstruction having resulted from storm damage. As the Board is aware, the requirements imposed by the New York State Department of Transportation in overseeing the project have been extensive.

MCT/sel
Enc.

cc: Joseph P. Pedi, Town Clerk (via e-mail)
Pat Hines, Principal, McGoey, Hauser & Edsall (via e-mail)
James Osborne, Engineer (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Anthony M Papile, P.E., V.P., CHA (via e-mail)

BOND RESOLUTION DATED AUGUST 10, 2020

A RESOLUTION SUPPLEMENTING THE BOND RESOLUTION DATED APRIL 2, 2014, TO AUTHORIZE THE ISSUANCE OF AN ADDITIONAL \$698,450 SERIAL BONDS OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, TO PAY PART OF THE COST OF THE RECONSTRUCTION OF GARDNERTOWN ROAD, IN AND FOR SAID TOWN.

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have a significant effect on the environment; and

WHEREAS, by a bond resolution dated April 2, 2014, the Town Board of the Town of Newburgh, Orange County, New York, authorized the issuance of \$1,005,045 bonds of said Town to pay the cost of the reconstruction of Gardnertown Road over Gidney Creek, including original incidental improvements and expenses in connection therewith, in and for said Town, and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose is \$1,703,495, constituting an increase of \$698,450 over that previously authorized; and

WHEREAS, it is now desired to authorize the issuance of an additional \$698,450 bonds of said Town for such specific object or purpose; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. For the specific object or purpose of paying the \$698,450 additional cost of the reconstruction of Gardnertown Road over Gidney Bridge, in and for the Town of

Newburgh, Orange County, New York, including incidental improvements and expenses in connection therewith, there are hereby authorized to be issued an additional \$698,450 bonds of said Town, pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of such specific object or purpose is now \$1,703,495, and that the plan for the financing thereof is as follows:

- a. by the issuance of the \$1,005,045 bonds of said Town authorized to be issued pursuant to the aforesaid bond resolution dated and duly adopted on April 2, 2014; and
- b. by the issuance of the additional \$698,450 bonds of said Town herein authorized to be issued pursuant to this bond resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen (15) years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first bond anticipation note for said specific object or purpose; provided, however, such specific object or purpose may be treated as authorized in phases, each with its own period of probable usefulness. It is hereby further determined that the maximum maturity of the serial bonds herein authorized **will not exceed five years.**

Section 4. The faith and credit of said Town of Newburgh, Orange County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property in said

Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 6. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 7. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. This resolution, which takes effect immediately, shall be published in summary thereof in the official newspaper of said Town for such purpose, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

* * * * *

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

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * * * *

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on August 10, 2020, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Newburgh, Orange County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Newburgh, New York,
_____, 2020.

Town Clerk

BOND RESOLUTION DATED AUGUST 10, 2020.

A RESOLUTION SUPPLEMENTING THE BOND RESOLUTION DATED APRIL 2, 2014, TO AUTHORIZE THE ISSUANCE OF AN ADDITIONAL \$698,450 SERIAL BONDS OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, TO PAY PART OF THE COST OF THE RECONSTRUCTION OF GARDNERTOWN ROAD, IN AND FOR SAID TOWN.

| | |
|---|--|
| Specific object or purpose: | Reconstruction of Gardnertown Road |
| Period of probable usefulness: | 15 years, limited to five years |
| Revised maximum estimated cost: | \$1,703,495 |
| Amount of obligations previously authorized: | \$1,005,045 (April 2, 2014) |
| Amount of obligations to be issued herein: | \$698,450 additional bonds |
| SEQRA status: | Type II Action |

Data Processing August 10th 2020 Town Board Meeting

1. Motion to:

Purchase of two (2) Inspiron laptop computers from Dell Inc for a total of \$ 1,827.76

One to be used by Commissioner of Parks

One to be used in the Supervisors Office

2. Motion to:

Expend \$ 1,827.76 from the Computer reserve account # 001.1680.0497

A handwritten signature in black ink, enclosed within a large, hand-drawn oval. The signature is stylized and appears to consist of the letters 'Gul'.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

| | | | |
|-------------------|------------------------|-------------------|-------------------------|
| Quote No. | 3000066262995.1 | Sales Rep | Kirtika Sharma |
| Total | \$1,827.76 | Phone | (800) 456-3355, 4541346 |
| Customer # | 28486270 | Email | Kirtika_Sharma@Dell.com |
| Quoted On | Aug. 03, 2020 | Billing To | GIL PIAQUADIO |
| Expires by | Aug. 05, 2020 | | TOWN OF NEWBURGH |
| | | | 1496 ROUTE 300 |
| | | | NEWBURGH, NY 12550-2697 |

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Kirtika Sharma

Shipping Group

| | |
|--|------------------------|
| Shipping To | Shipping Method |
| GIL PIAQUADIO TOWN OF NEWBURGH 1496 ROUTE 300 NEWBURGH, NY 12550-2697 (845) 564-4552 | Standard Delivery |

| Product | Unit Price | Qty | Subtotal |
|--|------------|-----|------------|
| Dell Outlet Inspiron 14 - 5491 2-in-1 Laptop | \$559.68 | 1 | \$559.68 |
| Dell Outlet Inspiron 15 - 7591 2-in-1 Laptop | \$1,268.08 | 1 | \$1,268.08 |

Note: The product quoted above is from the Dell Outlet, which means it is **Certified Refurbished, Outlet New, or Scratch and Dent**. Depending on the classification, this product may be used, refurbished and/or have cosmetic blemishes. Please contact your sales representative with any questions you may have as to the classification of products listed in your quote.

| | |
|----------------------------|-------------------|
| Subtotal: | \$1,827.76 |
| Shipping: | \$0.00 |
| Non-Taxable Amount: | \$1,827.76 |
| Taxable Amount: | \$0.00 |
| Estimated Tax: | \$0.00 |
| <hr/> | |
| Total: | \$1,827.76 |

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

| | |
|-------------------------|------------------------|
| Shipping To | Shipping Method |
| GIL PIAQUADIO | Standard Delivery |
| TOWN OF NEWBURGH | |
| 1496 ROUTE 300 | |
| NEWBURGH, NY 12550-2697 | |
| (845) 564-4552 | |

| | | | | | |
|---|-----------------|------------|----------|-----------------|-----------------|
| Dell Outlet Inspiron 14 - 5491 2-in-1 Laptop | \$559.68 | Qty | 1 | Subtotal | \$559.68 |
|---|-----------------|------------|----------|-----------------|-----------------|

Estimated delivery if purchased today:
 Aug. 11, 2020
 Contract # C000000457014
 Customer Agreement # PS68202

| Description | SKU | Unit Price | Qty | Subtotal |
|---|-------|------------|-----|----------|
| Dell Outlet Inspiron 14 - 5491 2-in-1 Laptop | C1JW8 | - | 1 | - |
| Module,Label,Regulatory,T7610,Dell Americas Organization | 1CT34 | - | 1 | - |
| Module,Setting/Settings,Middle East,DISABLE,M6800 | 1JJNK | - | 1 | - |
| MOD,SW,PRRT-DIS,CIN-CLR | 1RC54 | - | 1 | - |
| Module,Information,9,SCREEN,Asset Recovery Business | 40R5C | - | 1 | - |
| MOD,LBL,BLNK,2.25X9.875,XPS13 | 97FD6 | - | 1 | - |
| MOD,LBL,INTEL,CI7,10, SMALL | 9G58W | - | 1 | - |
| Module,Label,Advanced Micro Devices,A9,All In One | DHCKG | - | 1 | - |
| MOD,LBL,REG,WW,INSP NB,5491 | F89MP | - | 1 | - |
| MOD-SRV,SW,9560/9462AC,BS,MLK | FHM3D | - | 1 | - |
| MOD,LBL,PLMRST,ENG,W,5482 | FK8K1 | - | 1 | - |
| Module,Information,Label,Print On Demand,Dell Energy Offering,Energy Star | GMXR6 | - | 1 | - |
| MOD,SHP MTL,BENSOLO,MLK,14,ROW | J2G71 | - | 1 | - |
| MOD-SRV,SW,INSP,WIN,5491 | JRF59 | - | 1 | - |
| Module,Information,Dell Americas Organization | KPDFW | - | 1 | - |
| MOD,BRKT,SSD,BUCKY/BENSOLO | KXMRC | - | 1 | - |
| Module,Software,OFCTOPK,Multiple User Interface,Factory Install | MTYW0 | - | 1 | - |
| MOD,SW,W10,EDITION,HOME | PYC0K | - | 1 | - |
| Module,Information,Direct Ship,Wistron,CHENGDU | V33K7 | - | 1 | - |
| Module,Label,RETAIL,Dell Computer Corporation,RETURNPOL | VW15X | - | 1 | - |
| Software | 0P1H1 | - | 1 | - |
| Software | 85Y47 | - | 1 | - |
| Software | TPVPP | - | 1 | - |
| Windows 64 Bit | JJ8DK | - | 1 | - |
| 45 Watt AC Adapter | VNDCJ | - | 1 | - |
| Windows 10 Home | RN0NJ | - | 1 | - |
| 3-Cell, 42 WHr Battery | 4P6H5 | - | 1 | - |
| Assembly,Camera,720P,1M,MDRL,3147 | GNXH5 | - | 1 | - |

| | | | | |
|---|----------|---|---|---|
| Intel UHD Graphics | 5PP42 | - | 1 | - |
| Intel Core 10th Generation i7-10510U Processor (Quad Core, Up to 4.90GHz, 8MB Cache, 15W) | JWG33 | - | 1 | - |
| Palmrest without Fingerprint Reader (Platinum Silver) | MJJYF | - | 1 | - |
| English Backlit Keyboard | 7X0F1 | - | 1 | - |
| Intel Wireless-AC 9560 Dual-band 2x2 802.11ac Wi-Fi with Bluetooth | PWVG8 | - | 1 | - |
| 14 inch FHD (1920 x 1080) LED-Backlit Touch Display, IPS Pen Enabled | 974F0 | - | 1 | - |
| 8GB (1x8GB) 2666MHz DDR4 Non-ECC | DG8M3 | - | 1 | - |
| Power Cord 125V | R609C | - | 1 | - |
| 512GB PCIe M.2 NVMe Class 35 Solid State Drive | G4F9T | - | 1 | - |
| Dell Limited Hardware Warranty Initial Year | 804-9274 | - | 1 | - |
| Mail In Service after Remote Diagnosis, 1 Year | 804-9276 | - | 1 | - |

| | |
|------------|-----------------|
| Qty | Subtotal |
| 1 | \$1,268.08 |

Dell Outlet Inspiron 15 - 7591 2-in-1 Laptop

Estimated delivery if purchased today:

Aug. 11, 2020

Contract # C000000457014

Customer Agreement # PS68202

| Description | SKU | Unit Price | Qty | Subtotal |
|---|-------|------------|-----|----------|
| Dell Outlet Inspiron 15 - 7591 2-in-1 Laptop | WJ8P2 | - | 1 | - |
| MOD-SRV,SW,INSP,WIN,7591 | 03N80 | - | 1 | - |
| Module,Label,Regulatory,T7610,Dell Americas Organization | 1CT34 | - | 1 | - |
| Module,Setting/Settings,Middle East,DISABLE,M6800 | 1JJK | - | 1 | - |
| MOD,SW,PRRT-DIS,CIN-CLR | 1RC54 | - | 1 | - |
| Module,Software,Microsoft,Gml Inc,Operating System,Windows,Professional | 2HF94 | - | 1 | - |
| Module,Information,9,SCREEN,Asset Recovery Business | 40R5C | - | 1 | - |
| MOD,SW,W10,EDITION,PRO | 417KX | - | 1 | - |
| MOD,LBL,INTEL,C17,10, SMALL | 9G58W | - | 1 | - |
| Module,Label,Advanced Micro Devices,A9,All In One | DHCKG | - | 1 | - |
| Module,Information,Label,Print On Demand,Dell Energy Offering,Energy Star | GMXR6 | - | 1 | - |
| MOD-SRV,SW,AX-9X6X,JEDI | HP7MM | - | 1 | - |
| Information,PRE-BUILT,NEW EQUIPMENT | J8069 | - | 1 | - |
| Module,Information,Dell Americas Organization | KPDFW | - | 1 | - |
| Module,Software,OFCTOPK,Multiple User Interface,Factory Install | MTYW0 | - | 1 | - |
| MOD,LBL,REG,INSP,WW,7591 | P7HXK | - | 1 | - |
| Module,Plate,Software Support Diskette,Thermal,7590 | PRF01 | - | 1 | - |
| Module,Information,Direct Ship,Wistron,CHENGDU | V33K7 | - | 1 | - |
| Module,Label,RETAIL,Dell Computer Corporation,RETURNPOL | VW15X | - | 1 | - |
| MOD,SHP MTL,INSP,JEDI CML,15 | WN6C1 | - | 1 | - |
| Software | 0P1H1 | - | 1 | - |
| Software | 85Y47 | - | 1 | - |

| | | | | |
|---|----------|---|---|---|
| Windows 64 Bit | JJ8DK | - | 1 | - |
| Windows 10 Pro | 8G8J6 | - | 1 | - |
| Black - LCD Back Cover (Touch Screen) | JTWJ4 | - | 1 | - |
| Intel Core 10th Generation i7-10510U Processor (Quad Core, Up to 4.90GHz, 8MB Cache, 15W) | 6TVP7 | - | 1 | - |
| Intel Wi-Fi 6 2x2 (Gig+) | 706HC | - | 1 | - |
| NVIDIA GeForce MX250 2GB GDDR5 | K1Y83 | - | 1 | - |
| 16GB (2x8GB) 2666MHz DDR4 Non-ECC | 031K7 | - | 1 | - |
| 4-Cell, 68 WHr Battery (Integrated) | G2NPM | - | 1 | - |
| RGB Camera | XT23C | - | 1 | - |
| Dell Active Pen (PN350M) | 2P03N | - | 1 | - |
| Power Cord 125V | R609C | - | 1 | - |
| 90 Watt AC Adapter | XXG18 | - | 1 | - |
| English Backlit Keyboard (Dark Grey) | GT7PD | - | 1 | - |
| 15.6 inch UHD (3840 x 2160) Wide View Angle Truelife Touch Narrow Border Display with support for optional Active Pen | TM6YT | - | 1 | - |
| 512GB PCIe M.2 NVMe Class 35 Solid State Drive | G4F9T | - | 1 | - |
| Dell Limited Hardware Warranty Initial Year | 804-9418 | - | 1 | - |
| Onsite/In-Home Service After Remote Diagnosis, 1 Year | 804-9427 | - | 1 | - |

| | |
|-----------------------|-------------------|
| Subtotal: | \$1,827.76 |
| Shipping: | \$0.00 |
| Estimated Tax: | \$0.00 |
| <hr/> | |
| Total: | \$1,827.76 |

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

Item 11 August 10th Town Board Meeting

I am looking for a motion to approve \$ 20,551.00 of which \$ 17,600.00 was previously approved to purchase lighting fixtures for 21 Hudson Plaza (it was bid on November 6th 2019 and HZ Electrical was low bidder at \$ 17,600)

The additional \$ 3007.24 is for additional fixtures that the town purchased
From Account 1628-5200

A handwritten signature, possibly "J. Pe", enclosed within a hand-drawn oval.



Gil Piaquadio <supervisor@townofnewburgh.org>

HZ Electric Supply

7 messages

rclumaccountant@townofnewburgh.org <rclumaccountant@townofnewburgh.org> Tue, Jul 28, 2020 at 10:01 AM
To: Anthony Lobiondo <councilmanlobiondo@townofnewburgh.org>, Elizabeth Greene <councilwomangreene@townofnewburgh.org>, Paul Ruggiero <councilmanruggiero@townofnewburgh.org>, Scott Manley <councilmanmanley@townofnewburgh.org>
Cc: Gilbert Piaquadio <supervisor@townofnewburgh.org>, Andrew Zarutskie <town-clerk@townofnewburgh.org>

HZ Electrical put in a quote of \$17,600 (on 10/15/19) and won the bid the problem is the quote was only good till 11/06/19 and now the bills are coming in. As of now we only have \$56.74 left of the original \$17,600 and we currently have at least one bill that we know of of \$3,007.24.

You will have to increase the authorization of the \$17,600. To at least \$20,551.00

RC

RONALD E CLUM, CPA

Town Accountant

1496 Route 300

Newburgh, New York 12550

P (845) 564-5220

F (845) 566-9461

Gil Piaquadio <supervisor@townofnewburgh.org>
To: Ronald Clum <rclumaccountant@townofnewburgh.org>

Tue, Jul 28, 2020 at 10:16 AM

Ron
We will talk about it
Gil

[Quoted text hidden]

--

Gil Piaquadio,
Town Supervisor

1496 Route 300

Newburgh, NY 12550

Phone (845) 564-4552

Fax (845) 566-9486

Paul Ruggiero <councilmanruggiero@townofnewburgh.org>
To: rclumaccountant@townofnewburgh.org

Tue, Jul 28, 2020 at 10:45 AM



12

**Memorandum of Understanding between Jewish Family Service
and the Town of Newburgh**

**Re: Town of Newburgh Friends of Seniors
January 1, 2020- December 31, 2020**

This is an agreement between Jewish Family Service of Orange County, Inc. (JFS) and the Town of Newburgh Friends of Seniors seeks to solidify the collaborative partnership between the two organizations, while preserving the rights and privileges of each organization. This agreement seeks to outline the responsibilities of each organization in the hopes of ensuring a sound working relationship between Jewish Family Service and the Town of Newburgh Friends of Seniors Program. This agreement is to be renewed yearly.

Jewish Family Service agrees to:

- Promote the partnership between Friends of Seniors and Jewish Family Service which may include listing Friends of Seniors in brochures, flyers, pamphlets, news articles, JFS website or media announcements. JFS will make available to Friends of Seniors all such materials.
- Provide a consultant to work with the Friends of Seniors coordinator. Consultant will attend advisory board meetings and present a report of volunteer/neighbor activities.
- Assist the coordinator with problematic neighbor or volunteer issues. The supervisor will train the coordinator to perform neighbor home visits and provide a book of community resources.
- Cover the coordinator's roles and maintain the program when they are unavailable or absent.
- Meet with coordinator regularly to provide additional trainings and community information to further assist coordinator.
- Provide the tools and access for the coordinator to use the Volunteerhub database.
- Train and supervise volunteers. Volunteers will be encouraged to attend additional trainings offered by Jewish Family Service.
- Conduct background checks on all volunteers via same process that JFS uses to perform background checks on other volunteers.
- Provide general volunteer liability insurance and supplemental automobile liability insurance to all volunteers while they perform volunteer duties under Friends of Seniors name.
- Enter all volunteers and neighbors in the JFS database and track all services provided by the volunteers. As a result, JFS will provide a monthly report to the Town of Newburgh Friends of Seniors advisory committee.

Town of Newburgh Friends of Seniors agrees to:

- Maintain a Town of Newburgh Friends of Seniors advisory board
- Facilitate advisory board meetings regularly
- Provide a coordinator (paid or volunteer)
- *Promote the partnership between Friends of Seniors and Jewish Family Service. This may include listing Jewish Family Service in brochures, flyers, pamphlets, news articles, media and web sites. Should Friends of Seniors design any materials highlighting the partnership with JFS, Friends of Seniors will provide said materials to Jewish Family Service.*
- Recruit volunteers and neighbors.
- Perform intakes (home assessments) on all neighbors requesting services.
- Provide a meeting space for recruitment and training of volunteers.
- Keep all electioneering separate from the FVP outreach events.
- Provide referrals of care recipients (neighbors) needing other services

For the above services, the Town of Newburgh will pay JFS the amount of \$2,000 for the 12 month period.

Each party agrees to defend and indemnify the other from all actions, claims damages etc. which may be made against such party as a result of the negligence of the indemnifying party.

The undersigned have reviewed the above and agree to the items outlined. This agreement is in effect for one year, starting the date when the agreement is signed. Each party may exit this agreement at any time, for any or no cause, providing that the other party is given 30 days notice. Notice must be given in writing.

Jewish Family Service of Orange County
720 Route 17M, Middletown NY 10940

Town of Newburgh
1496 Route 300 Route 300 Newburgh NY12550

Sean Gerow, Executive Director

Print Name, Title

Sean Gerow
Signature

7/23/2020
Date

Print Name, Title

Signature

Date

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary,
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

Karl Labrie

Adams Power Equipment
741 Dutchess Turnpike
Poughkeepsie, NY 12603

Tel: 845-454-0307

Fax: 845-454-0871

Email: klabrie@adamsfarms.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Adams Power Equipment
 741 Dutchess Turnpike
 Poughkeepsie, NY 12603
 845-454-0307
 adampower@adamsfarms.com

Quote Summary

Prepared For:

TOWN OF NEWBURGH
 311 ROUTE 32
 NEWBURGH, NY 12550
 Business: 845-564-7813

Delivering Dealer:

Adams Power Equipment
 Karl Labrie
 741 Dutchess Turnpike
 Poughkeepsie, NY 12603
 Phone: 845-454-0307
 klabrie@adamsfarms.com

Quote ID: 22463916
Created On: 30 July 2020
Last Modified On: 30 July 2020
Expiration Date: 30 August 2020

| Equipment Summary | Suggested List | Selling Price | Qty | = | Extended |
|---|----------------|---------------|-----|---|---------------------|
| JOHN DEERE HPX615E (MY20) | \$ 11,824.00 | \$ 10,286.88 | 1 | = | \$ 10,286.88 |
| Contract: NY State Landscaping Grounds PC68131 (PG XN CG 22) | | | | | |
| Price Effective Date: July 29, 2020 | | | | | |
| Equipment Total | | | | | \$ 10,286.88 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|---------------------|
| Equipment Total | \$ 10,286.88 |
| Trade In | |
| SubTotal | \$ 10,286.88 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 10,286.88 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 10,286.88 |

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 22463916

Customer Name: TOWN OF NEWBURGH

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Adams Power Equipment
741 Dutchess Turnpike
Poughkeepsie, NY 12603
845-454-0307
adampower@adamsfarms.com

JOHN DEERE HPX615E (MY20)

| | |
|--|-------------------------|
| Hours: | Suggested List * |
| Stock Number: | \$ 11,824.00 |
| Contract: NY State Landscaping Grounds PC68131 (PG XN CG 22) | Selling Price * |
| | \$ 10,286.88 |
| Price Effective Date: July 29, 2020 | |

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 57G2M | HPX615E (MY20) | 1 | \$ 11,369.00 | 13.00 | \$ 1,477.97 | \$ 9,891.03 | \$ 9,891.03 |
| Standard Options - Per Unit | | | | | | | |
| 001A | US/Canada | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0505 | Build To Order | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1011 | High-Performance All-Purpose (HPAP) Tires | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2006 | Bench Seat Yellow | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3003 | Cargo Box with Spray In Liner, Brake and Tail Lights | 1 | \$ 455.00 | 13.00 | \$ 59.15 | \$ 395.85 | \$ 395.85 |
| 3120 | Cargo Box Manual Lift with Prop Rod | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4000 | OPS with Nets | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4030 | Black Poly Roof | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4249 | Less Front Brush Guard | 1 | \$ 0.00 | 13.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 455.00 | | \$ 59.15 | \$ 395.85 | \$ 395.85 |
| Value Added Services | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total | | | | | | | |
| Total Selling Price | | | \$ 11,824.00 | | \$ 1,537.12 | \$ 10,286.88 | \$ 10,286.88 |



TOWN OF NEWBURGH

14

1496 Route 300, Newburgh, New York 12550

Joseph P. Pedi
Town Clerk

Lisa M. Ayers
First Deputy Town Clerk

Tiffany M. Ray
Second Deputy Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: josephpedi@townofnewburgh.org
lisaayers@townofnewburgh.org
tiffanyray@townofnewburgh.org

July 30, 2020

To: Gil Piaquadio

From: Joseph Pedi

Subject: Reappointment of Joseph Lecaroz to the Board of Assessment

Enclosed is a letter from Joseph E. Lecaroz requesting his reappointment to the Town of Newburgh Board of Assessment when his current term expires of September 30, 2020.

Mr. Lecaroz's new term is for five years and will expire September 30, 2025.

Please include this item on the agenda for the next Town Board scheduled for August 10, 2020.

Joe

Joseph E Lecaroz
15 Summit Ridge Road
Newburgh, New York 12550

DATE: July 26, 2020

SUBJECT: Board of Assessment Review

TO: Joseph P. Pedi, Town Clerk,
Town of Newburgh, New York

Dear Mr. Pedi,

I would like to be reappointed to another term on the Board of Assessment Review when my present term expires on September 30, 2020. I am enclosing a completed "Financial Disclosure Statement" with this letter.

Yours truly,


Joseph Lecaroz



TOWN OF NEWBURGH

15A

1496 Route 300, Newburgh, New York 12550

Joseph P. Pedi
Town Clerk

Lisa M. Ayers
First Deputy Town Clerk

Tiffany M. Ray
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lisaayers@townofnewburgh.org
tiffanyray@townofnewburgh.org

July 29, 2020

To: Gil Piaquadio

From: Joseph Pedi

Subject: Another Request for Road Name

Enclosed is a request for a road name from East Rock Corporation for their subdivision located off of Fletcher Drive.

Code Compliance approved the name of Ali Lane.

Please include this item on the agenda for the next Town Board scheduled for August 10, 2020.

Joe



TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550-2677

Joseph P. Pedi
Town Clerk

P: 845-564-4554
F: 845-564-8589

DATE: July 29, 2020

TO: Siobhan Jablesnik

FROM: Joseph P. Pedi, Town Clerk

RE: PROPOSED ROAD NAME

ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

PLEASE REVIEW AND MAKE THE NECESSARY EVALUATIONS. WE WILL NOT RECOMMEND SUBMISSION FOR TOWN BOARD ACTION UNTIL WE RECEIVE YOUR DECISION. OUR OFFICE WILL NOTIFY THE APPLICANT AND ALL INTERESTED DEPARTMENTS OF THE BOARD'S ACTION.

IN ADDITION, PLEASE COMPLETE THE BOTTOM OF THIS FORM AND THEN RETURN TO THIS OFFICE.

DECISION: _____ DATE: _____

ACCEPTABLE ROAD NAME: Ali Lane

SECTION 93 -1-64.52 and 93-1-64.54

PARCEL NUMBERS: _____ TO _____

FIRE DISTRICT: Dan Leghorn

Location of Road: West Side Fletcher Drive

Sub-Division Name: n/a

CODE COMPLIANCE SUPERVISOR

93-1-64.52

93-1-64.54

EAST ROCK CORP.
c/o Lease Realtors
5020 Route 9W
Newburgh, NY 12550
Tel. (845) 565-2800 Fax (845) 565-4133

July 22, 2020

Mr. Joseph Mattina
Town of Newburgh
Code Compliance Department
308 Gardnertown Road
Newburgh, NY 12550

RE: Driveway Name

Mr. Mattina,


Regarding your request for a driveway name for new homes on Fletcher Drive (20-30364 and 20-0365) I submit the following possibilities:

1. Ali Lane
2. Matt Lane
3. Bull Lane
4. Piper Lane
5. Lahey Lane

Feel free to select a name from this list.

Sincerely,

EAST ROCK CORP.


John J. Lease, Jr.
J JL/ml

John.
~~7-22-20~~

Jack-
914-805-1739.

CODE COMPLIANCE
DEPARTMENT

JUL 27 2020

Sign X



TOWN OF NEWBURGH

15B

1496 Route 300, Newburgh, New York 12550

Joseph P. Pedi
Town Clerk

Lisa M. Ayers
First Deputy Town Clerk

Tiffany M. Ray
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e-mail: josephpedi@townofnewburgh.org
lisaayers@townofnewburgh.org
tiffanyray@townofnewburgh.org

July 29, 2020

To: Gil Piaquadio

From: Joseph Pedi

Subject: Request for Road Name

Enclosed is a request for a road name from Botrac Properties for their subdivision located off of Lakeside Road.

The subdivision was formerly the Mann Subdivision.

Code Compliance approved the name of Kailynn Court.

Please include this item on the agenda for the next Town Board scheduled for August 10, 2020.

Joe



TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550-2677

**CODE COMPLIANCE
DEPARTMENT**

JUL 22 2020

Sign X

Joseph P. Pedi
Town Clerk

P: 845-564-4554
F: 845-564-8589

DATE: July 22, 2020

TO: Siobhan Jablesnik

FROM: Joseph P. Pedi, Town Clerk

RE: PROPOSED ROAD NAME

ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

PLEASE REVIEW AND MAKE THE NECESSARY EVALUATIONS. WE WILL NOT RECOMMEND SUBMISSION FOR TOWN BOARD ACTION UNTIL WE RECEIVE YOUR DECISION. OUR OFFICE WILL NOTIFY THE APPLICANT AND ALL INTERESTED DEPARTMENTS OF THE BOARD'S ACTION.

IN ADDITION, PLEASE COMPLETE THE BOTTOM OF THIS FORM AND THEN RETURN TO THIS OFFICE.

DECISION: _____ DATE: _____

ACCEPTABLE ROAD NAME: Kailyn ct.

SECTION 28 BLOCK 1 LOT 12

PARCEL NUMBERS: 11, 12, 13, 14 TO _____

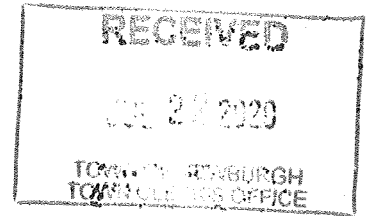
FIRE DISTRICT: Dan Leghorn Fire Department

Location of Road: Lakeside Road

Sub-Division Name: Mann Subdivision

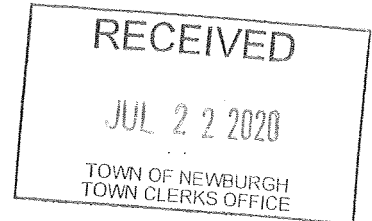
CODE COMPLIANCE SUPERVISOR

**Botrac Properties, LLC
P.O. Box 426
Montgomery, N.Y. 12549**



July 20, 2020

RE: Road Naming



To Whom It may concern,

We would like to name the new Private Road

1st Choice: Kailynn Ct.

2nd Choice: Brianna Ct.

3rd Choice: Keegan Ct

This subdivision name is under: Mann Subdivision.

The 4 Lots that will be off this Private Road are:

SBL: 28-1-12.11 (Lot 1) Currently known as 545 Lakeside Rd. Owners: Andrew Krakowka & Rebecca Doerfer

SBL: 28-1-12.12 (Lot 2) Owner: Botrac Properties, LLC


SBL: 28-1-12.13 (Lot 3) Owner: Botrac Properties, LLC

SBL: 28-1-12.14 (Lot 4) Owner: Botrac Properties, LLC

Please let us know if you need any additional information from us.

Robert Lockhart
Botrac Properties, LLC
914-489-0376
Tracylockhart03@gmail.com

Fleet Maintenance
Town of Newburgh
88 Gardnertown Rd.
Newburgh, NY 12550
845-561-2288 / Fax 845-561-3975

TO: Gil Piaquadio, Supervisor and Town Board Members
FROM: Mark Hall, Highway Superintendent/Fleet Maintenance 
DATE: July 20, 2020
RE: Surplus Vehicle

Request that the following items and vehicles be declared surplus for the purpose of disposal via auction.

2002 International Dump Truck VIN#: 1HTGEAER02H507534

Please type or print clearly
 in blue or black ink



Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

17

RS 2417-A

(Rev.11/19)

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

Employer Location Code
 03448

BE IT RESOLVED, that the Town of Newburgh

(Name of Employer)

(Location Code)

hereby established the following standard work days for these titles and will

report the officials to the New York State and Local Retirement based on their record of activities:

| Name | Social Security Number | NYS LRS ID | Title | Current Term Begin & End Dates | Standard Work Day | Record of Activities Result | Not Submitted | Pay Frequency | Tier 1 |
|-----------------------------|------------------------|------------|------------|--------------------------------|-------------------|-----------------------------|--------------------------|---------------|--------------------------|
| Elected Officials: | | | | | | | | | |
| James Presutti | | | Councilman | 1/1/2020-12/31/2024 | 6 | 12.20 | <input type="checkbox"/> | weekly | <input type="checkbox"/> |
| Gilbert Piaquadio | | | Supervisor | 1/1/2020-12/31/2022 | 6 | 26.66 | <input type="checkbox"/> | weekly | <input type="checkbox"/> |
| Joseph Pedi | | | Town Clerk | 1/1/2020-12/31/2022 | 6 | 23.23 | <input type="checkbox"/> | weekly | <input type="checkbox"/> |
| Appointed Officials: | | | | | | | | | |
| | | | | | | | <input type="checkbox"/> | | <input type="checkbox"/> |
| | | | | | | | <input type="checkbox"/> | | <input type="checkbox"/> |
| | | | | | | | <input type="checkbox"/> | | <input type="checkbox"/> |

I, **Joseph Pedi** (Name of Secretary or Clerk) secretary/clerk of the governing board of the **Town Of Newburgh** (Name of Employer) of the State of New York, (Circle one)

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) on this _____ day of _____, 20____

Affidavit of Posting: I, **Joseph Pedi** (Signature of Secretary or Clerk) being duly sworn, deposes and says that the posting of the Resolution began on _____ (Name of Secretary or Clerk) and continued for at least 30 days. That the Resolution was available to the public on the:

(Date) **www.townofnewburgh.org** (seal)

Employer's website at: **1496 Rt 300 Newburgh, NY 12550**

Official sign board at: _____ Page _____ of _____ (for additional rows, attach a RS 2417-B form.)

Main entrance Secretary or Clerk's office at: _____





TOWN OF NEWBURGH

18

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor ✓
Town Board

From: Charlene M Black, Personnel

Date: July 30, 2020

Re: Laborer(s)

The following personnel have been solicited to come back as laborers:

Theodore Brucato

James Nenni, Jr

They need to fulfill their time in the Employee Retirement System to be able to get their ERS time. Mr. Brucato will be vacating his position as a Police Sergeant as of August 16, 2020 and will start as a laborer if approved on August 17, 2020. His salary is per the CSEA contract. He will need to fulfill a complete month in the ERS system. Mr. Nenni will be vacating his position as Lieutenant on September 6, 2020 and if approved will start as a laborer on September 7, 2020. His salary will also be according to the CSEA contract under laborer.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: James Nenni, Jr.

DEPARTMENT: Recreation

TITLE OF POSITION: Laborer

FULL TIME OR PART TIME: F/T

HOURLY RATE: \$15.50 Per CSEA Contract

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7310-5100

PROPOSED HIRE DATE: 9/7/2020

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT FINGERPRINTS, PRE-EMPLOYMENT PHYSICAL, DRUG/ALCOHOL TESTING AND COMPLETION OF ALL REQUIRED PAPERWORK.



DEPARTMENT HEAD SIGNATURE

8/4/2020

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Theodore Brucato

DEPARTMENT: Recreation

TITLE OF POSITION: Laborer

FULL TIME OR PART TIME: F/T

HOURLY RATE: \$ 15.50 Per CSEA contract

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7310-5100

PROPOSED HIRE DATE: 8/17/2020

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT FINGERPRINTS, PRE-EMPLOYMENT PHYSICAL, DRUG/ALCOHOL TESTING AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

8/4/2020
DATE

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