

Work Session Agenda

TOWN OF WALLKILL
DATE: March 15, 2017

WORK SESSION
TIME: 7:30 PM

Topics:

- Enterprise Tim McCormick
- Street Light Marcy Lane
- Towing Request
- Braeside Filter Rehabilitation Project
- Building Department Proposed Fee Update
- Assessor Car Repair
- Mobile Home Request – Ivory Lane

Resolutions:

1. Resolution Scheduling a Time & Place for a Public Hearing with Respect to the 2018 Orange Urban Consortium Community Development Program.
2. Resolution Appointing a Seasonal Aquatics Director at Circleville Park.
3. Resolution Authorizing Supervisor to sign Stop DWI Service Contract
4. Resolution Authorizing Supervisor to sign Easements for Woodland Acres
5. Resolution for the Release of Maple Fields Roundabout Bond

Executive Session:

- Staffing Topic Consulting With Counsel

Motion to Adjourn:

March 7, 2017

Hon. Daniel C. Depew, Supervisor
Town Board
Town of Wallkill
99 Tower Drive Building A
Middletown, NY 10941-2026

Re: Braeside Filter Rehabilitation Project

Dear Supervisor Depew & Town Board:

KC Engineering formally requests authorization to advertise for bid, the Braeside Filter Rehabilitation Project General and Electrical Construction Contracts (KC #4026-024), for the rehabilitation of the iron and manganese filters at the Braeside Water Treatment Plant.

The project involves rehabilitating the existing iron and manganese filters with new media and a new control system. We have met and reviewed the project with Timothy Grogan and other members of the Town of Wallkill Water Department Staff. The project has also been reviewed and approved by the Orange County Department of Health on March 3, 2017. The estimated cost of the construction of the project is \$1,650,000.

Please contact our office, should you have any questions.

Sincerely,

KC Engineering and Land Surveying P.C.



Jason A Pitlingaro, P.E.
Vice President

JAP/DD/lk

cc: Will Frank, Esq.

3/8/2017

2017 Bldg Dept proposed fee update schedule

| Fee Type | 2013 | | 2017 |
|--------------------------------|---|---|---|
| New Construction: | | | |
| Residential-single /two family | \$0.75 sq. ft. | same | \$0.75 sq. ft. |
| Multiple Family (3+ family) | \$0.85 sq. ft. | same | \$0.85 sq. ft. |
| Commercial Building | \$0.85 sq. ft. for first 100,000 sq. ft., then \$.35 sq. ft. over 100,000 sq. ft. | lower \$0.85 first 50,000 then add \$.05 to sq. ft. | \$0.50 sq. ft. for first 100,000 sq. ft., then \$0.40 sq. ft. |

| Alterations to existng structure | | | |
|--|-------------------------------------|-------------------|-------------------------------------|
| Residential alterations | (from 2010) \$0.35 sq. ft. | add \$.05 sq. ft. | \$0.40 sq. ft. |
| Res-minimum alt fee | \$80 flat fee | add \$5 flat fee | \$85 flat fee |
| Commercial | (from 2010) \$0.40 sq. ft. | add \$.05 sq. ft. | \$0.45 sq. ft. |
| Comm-min alt fee | \$100 flat fee | same | \$100 flat fee |
| Comm-alt fee calc-1% of total est. cost of construction-as per BI | 1% est cost of construction BI appr | same | 1% est cost of construction BI appr |
| Commercial Change of Occupant-NO work being done-merchandising and fire insp | \$100 flat fee | same | \$100 flat fee |

| Residential Garage and Pole Barns | | | |
|--|----------------|-------------------|----------------|
| Residential Pole Barns (non-ag) | \$0.60 sq. ft. | same | \$0.60 sq. ft. |
| Residential attached gar-no liv sp | \$0.50 sq. ft. | add \$.05 sq. ft. | \$0.60 sq. ft. |
| Residential detached garage | \$0.60 sq. ft. | same | \$0.60 sq. ft. |

| Decks and Accessory Structures | | | |
|---------------------------------------|--------------------------|------------------|---------------|
| Deck (per deck) | \$80 flat fee | add \$5 flat fee | \$85 flat fee |
| Deck over \$8000 cost of construction | \$.20 sq. ft. (\$80 min) | delete fee | delete fee |

| Pools: | | | |
|---------------------|----------------|------------------|----------------|
| Above ground | \$80 min. fee | add \$5 flat fee | \$85 flat fee |
| Inground (vinyl) | \$0.35 sq. ft. | new flat fee | \$200 flat fee |
| Inground (concrete) | \$0.42 sq. ft. | new flat fee | \$200 flat fee |

| | | | |
|--------------------------------------|----------------------|------|----------------------|
| Re-Inspection FEE (not ready) | \$75 each inspection | same | \$75 each inspection |
|--------------------------------------|----------------------|------|----------------------|

| Multi-Family Inspections | | | |
|---------------------------------|-------------------|-----------------------|--------------------|
| Building | \$80 per building | add \$20 per building | \$100 per building |
| Unit | \$12.50 per unit | add \$2.50 per unit | \$15 per unit |

| Commercial Building Fire Inspection: | | | |
|---|---------------------------------------|---|------------------------------------|
| Comm-1-story less than 30,000 sq. ft. total | \$100 per building + \$12.50 per unit | add \$50 per building and add \$2.50 per unit | \$150 per building + \$15 per unit |
| Comm-1 story greater than 30,000 sq. ft. | \$250 per building + \$12.50 per unit | same fee per building and add \$2.50 per unit | \$250 per building + \$15 per unit |
| Comm.-greater than 1-story less than 30,000 sq. ft. | \$100 per floor + \$12.50 per unit | same per floor fee and add \$2.50 per unit | \$100 per floor + \$15 per unit |

| | | | |
|---|------------------------------------|---------------------|---------------------------------|
| | | | |
| | | | |
| Commercial MALL Fire Inspections: | | | |
| | | | |
| Comm mall one story > 30,000 sq. ft. | \$250 + \$12.50 per unit | add \$2.50 per unit | \$250 + \$15 per unit |
| Comm mall multi-story > 30,000 sq. ft. | \$100 per floor + \$12.50 per unit | add \$2.50 per unit | \$100 per floor + \$15 per unit |
| Commercial Operating Permit / Fire insp fee | \$125 flat fee | same | \$125 flat fee |

| | | | |
|---|---------------------|---------------------|---|
| Other permit types: | | | |
| | | | |
| Septic | \$80 flat fee | add \$5 flat fee | \$85 flat fee |
| Well | \$80 flat fee | add \$5 flat fee | \$85 flat fee |
| Demolition | \$150 flat fee | same | \$150 flat fee |
| Trailer Parks | \$35 per trailer | same | \$35 per trailer |
| Solar Farm | \$1000 flat fee | new fee (practiced) | \$1000 flat fee |
| Junk Yard | \$175 flat fee | same | \$175 flat fee |
| Oil tank (remove or install) | \$60 each | add \$5 flat fee | \$65 flat fee |
| Electrical work only | \$40 flat fee | same | \$40 flat fee |
| Retaining Wall | \$80 flat fee | add \$5 flat fee | \$85 flat fee |
| Footings and Foundation ONLY | \$80 flat fee | add \$5 flat fee | \$85 flat fee |
| Wood/Coal Stove | \$80 flat fee | add \$5 flat fee | \$85 flat fee |
| Outdoor Furnace | \$100 flat fee | same | \$100 flat fee |
| Crane | \$100 flat fee | same | \$100 flat fee |
| Expired permit renewal 50% of original fee paid | 50% of original fee | same | Expired permit renewal 50% of original fee paid |
| Explosive/Blasting | \$175 flat fee | same | \$175 flat fee |

| | | | |
|---|----------------|-------------------|----------------|
| Certificate of Occupancy/Completion: | | | |
| | | | |
| Residential | \$30 cert fee | add \$5 flat fee | \$35 cert fee |
| Commercial | \$40 cert fee | add \$10 flat fee | \$50 cert fee |
| | | | |
| Water, Sewer, Driveway, Street open application fee including emergency repairs | \$30 appl. fee | add \$5 flat fee | \$35 appl. fee |

| | | | |
|--|----------------|--|-----------------|
| Signs: | | | |
| | | | |
| Reface ONLY existing sign | \$20 flat fee | same | \$20 flat fee |
| Sign cost \$1-\$5,000 | \$80 flat fee | Sign cost \$1-\$5000 add \$20 flat fee | \$100 flat fee |
| \$5,001 - \$7,000 (eliminate this fee) | \$105 flat fee | eliminate this cost of sign from fee table | delete fee step |
| \$7,001 - \$10,000 (change step to \$5,000 - \$10,000) | \$165 flat fee | Sign cost \$5001-\$10,000 add \$45 flat fee and reduce fee \$15 by eliminating cost step* | \$150 flat fee |
| \$10,001 and up | \$215 flat fee | add \$35 flat fee | \$250 flat fee |

Rudy Charles

From: Dan Depew
Sent: Thursday, March 09, 2017 9:34 AM
To: Rudy Charles
Subject: FW: Assessor car repair

WS

From: Toni Tracy
Sent: Wednesday, March 08, 2017 12:59 PM
To: Dan Depew
Subject: Assessor car repair

I needed to transfer \$1,000 from Tax Cert to cover car repairs in Assessor budget. Only \$732 was spent, so I transferred \$268 back. Lisa would like the \$732 returned to her budget because she knows she will need the whole \$30,000 for Tax Certs. Would you like to use contingency now or wait to see if it is definitely needed later?

Toni J. Tracy
Comptroller
Town of Wallkill
(P) 845-692-7835
(F) 845-692-7854
ttracy@townofwallkill.com



**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
By
Sec'd by
Date of Adoption

| Names | Ayes | Noes | Abstain | Absent |
|--|------|------|---------|--------|
| <i>Supervisor</i> Mr. Depew | | | | |
| <i>Councilman</i> Mr. Coyne | | | | |
| <i>Councilman</i> Mr. Valentin | | | | |
| <i>Councilman</i> Mr. Meyer | | | | |
| <i>Councilman</i> Mr. Johnson | | | | |
| TOTAL | | | | |

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
SCHEDULING TIME AND PLACE FOR A PUBLIC HEARING
WITH RESPECT TO THE 2018 ORANGE URBAN COUNTY CONSORTIUM
COMMUNITY DEVELOPMENT PROGRAM**

WHEREAS, the Town Board of the Town of Wallkill, has determined that it is in the best interests of the residents of the Town of Wallkill to apply for and if approved, enter into an inter-municipal agreement with the County of Orange for the 2018 Orange Urban County Consortium Community Development Program in the maximum sum of One Hundred Twenty Five Thousand dollars (\$125,000); and

WHEREAS, the Town Board wishes to schedule a public hearing for March 23, 2017 at 7:25 pm to consider the foregoing grant application; and

WHEREAS, the foregoing is listed as a Type II Action under Section 617.5 of the State Environmental Quality Review Act (SEQRA) and is not subject to further review under SEQRA

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that a public hearing be held by the Town Board on March 23, 2017 at 7:25 p.m. with respect to participating in 2018 Orange Urban County Consortium Community Development Program; and it is further

RESOLVED, that the Town Clerk is hereby authorized and directed to cause public notice of said hearing to be given as provided by law.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
 By _____
 Sec'd by _____
 Date of Adoption _____

| Names | Ayes | Noes | Abstain | Absent |
|--|------|------|---------|--------|
| <i>Supervisor</i> Mr. Depew | | | | |
| <i>Councilman</i> Mr. Coyne | | | | |
| <i>Councilman</i> Mr. Valentin | | | | |
| <i>Councilman</i> Mr. Meyer | | | | |
| <i>Councilman</i> Mr. Johnson | | | | |
| TOTAL | | | | |

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
APPOINTING A SEASONAL AQUATICS DIRECTOR AT CIRCLEVILLE PARK**

WHEREAS, the Town Board has determined that there is a need to hire a seasonal Aquatics Director for the Circleville Park waterfront area in order to insure the safe and efficient operation of the waterfront during the Summer of 2017; and

WHEREAS, in the opinion of the Town Board, Frank Woodward fulfills the requirements of knowledge, skill, and experience for the seasonal position; and

NOW, THEREFORE, BE IT HEREBY

RESOLVED, that the Town Board of the Town of Wallkill hereby appoints Frank Woodward to the position of seasonal Aquatics Director at Circleville Park for the Summer of 2017, with a seasonal stipend of \$6,630.00, effective immediately, pending the receipt of a satisfactory background check.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
By _____
Sec'd by _____
Date of Adoption _____

| Names | Ayes | Noes | Abstain | Absent |
|--|------|------|---------|--------|
| <i>Supervisor</i> Mr. Depew | | | | |
| <i>Councilman</i> Mr. Coyne | | | | |
| <i>Councilman</i> Mr. Valentin | | | | |
| <i>Councilman</i> Mr. Meyer | | | | |
| <i>Councilman</i> Mr. Johnson | | | | |
| TOTAL | | | | |

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
AUTHORIZING THE TOWN SUPERVISOR TO SIGN AN INTERMUNICIPAL
AGREEMENT FOR THE 2017 ORANGE COUNTY STOP-DWI PROGRAM**

WHEREAS, the Stop-DWI Program is a statewide traffic safety effort in existence in New York since 1981 for innovative enforcement, rehabilitation, and prevention programming, designed to ensure that no one part of the Driving While Intoxicated (DWI) system becomes overburdened as a result of increased enforcement; and

WHEREAS, the Town of Wallkill is a participating municipality in the Orange County Stop-DWI Program, and it is in the public interest, health, safety and welfare for the Town to continue its participation in the Orange County Stop-DWI Program; and

WHEREAS, as part of the Town of Wallkill's participation in the Orange County Stop-DWI Program and to receive the allocated grant funding, it is necessary for the Town Supervisor to sign an Intermunicipal Agreement with Orange County on behalf of the Town to ensure the Town's continued participation;

NOW, THEREFORE, IT IS HEREBY

RESOLVED, that the Town Board of the Town of Wallkill hereby authorizes the Town Supervisor, or his designee, to sign an Intermunicipal Agreement on behalf of the Town associated with the 2017 Orange County Stop-DWI Program, subject to final review by the Town Attorney.



Town of Wallkill
Police Department

Robert C. Hertman
Chief of Police

March 4, 2017

From: Chief Robert C. Hertman
To: Supervisor Daniel Depew and Members of the Town Board
Subject: STOP DWI PROGRAM SERVICES CONTRACT

1. Attached please find "Stop DWI Program Services" Contract for the full year beginning on March 14, 2017 through January 1, 2018. The 1st Period for coverage reimbursement encompasses March 14, 2017 through May 30, 2017. Your endorsement of this contract will entitle the Department to be compensated in the amount of \$1,929.00 for DWI Enforcement during the prescribed period. The County is also requesting a Town Board Certified Resolution and authorization of a designated official to execute this contract.

2. For your consideration.



Robert C. Hertman
Chief of Police

ORANGE COUNTY, NEW YORK



Steven M. Neuhaus
County Executive

Coordinator
Craig Cherry
Deputy Commissioner
Police Liaison Services

Administrator
Christina Hale

STOP-DWI / Traffic Safety Programs
22 Wells Farm Road
Goshen, New York 10924
845-615-0575



TO: Town of Wallkill

FROM: Craig Cherry, Orange County Stop-DWI Coordinator

DATE: February 22, 2017

Enclosed is your Department's contract for the 2017 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 14, 2017 and ending on January 1, 2018**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 14, 2017 and ending on May 30, 2017 in the amount of **\$1929/50**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract to the above address at your earliest convenience to insure that your Department can participate in the enforcement period. **A Board Certified Resolution is required for the acceptance of this contract as well as for the authorization of a designated official to execute the contract for your municipality.**

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's Stop-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 30th day of January, 2017, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the Town of Wallkill, a Town of the State of New York, with its principal offices at 99 Tower Drive, Building B, Middletown, NY 10941, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on January 30th, 2017 and end January 11, 2018.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY 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. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

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

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

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

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 14, 2017 through May 30, 2017, which includes St. Patrick’s Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2017 through September 5, 2017, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period –November 1, 2017 through January 1, 2018, which includes Thanksgiving, Christmas, and the New Year’s holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY’s STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period October 14, 2016 through January 1, 2017, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed \$1929 covering 50 man-hours for the first enforcement period of 2017. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2016.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2017 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
By _____
Sec'd by _____
Date of Adoption _____

| Names | Ayes | Noes | Abstain | Absent |
|--|------|------|---------|--------|
| <i>Supervisor</i> Mr. Depew | | | | |
| <i>Councilman</i> Mr. Coyne | | | | |
| <i>Councilman</i> Mr. Valentin | | | | |
| <i>Councilman</i> Mr. Meyer | | | | |
| <i>Councilman</i> Mr. Johnson | | | | |
| TOTAL | | | | |

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
AUTHORIZING THE ACQUISITION OF EASEMENT RIGHTS ON PRIVATELY
OWNED PROPERTY WITHIN WOODLAND ACRES**

WHEREAS, the Town of Wallkill has the opportunity to acquire easement rights to certain parcels of real property for the installation, maintenance, repair, operation, replacement, extension and use of a Town water main, which parcels are identified as follows:

79 Orchard Hill Road, Middletown, New York, 10941, Tax Map # 14-2-31.1
2420 State Route 302, Middletown, New York, 10941, Tax Map # 14-2-38; and

WHEREAS, the Town Board believes that it is in the best interests of the Town of Wallkill to acquire the easements rights to said properties to install the contemplated water main thereon, and

WHEREAS, the easements contemplated by this resolution are listed as a Type II Action under 6 NYCRR §617.5(c)(11) of the State Environmental Quality Review Act (SEQRA) as made in connection with extension of utility distribution facilities to render service in approved subdivisions and are not subject to further review under SEQRA,

NOW THEREFORE, it is hereby

RESOLVED, that the Town Board of the Town of Wallkill hereby authorizes the Town Supervisor, or his designee, to enter into water line easements for the real property known as

79 Orchard Hill Road, Middletown, New York, 10941, Tax Map # 14-2-31.1
2420 State Route 302, Middletown, New York, 10941, Tax Map # 14-2-38,

to execute all necessary documents and expend all required filing/recording fees, which easement agreements shall be acceptable to the Town Attorney in form and content.

**THE TOWN OF WALLKILL
TOWN BOARD**

ROLL CALL VOTE

The following was presented
By _____
Sec'd by _____
Date of Adoption _____

| Names | Ayes | Noes | Abstain | Absent |
|--|------|------|---------|--------|
| <i>Supervisor</i> Mr. Depew | | | | |
| <i>Councilman</i> Mr. Coyne | | | | |
| <i>Councilman</i> Mr. Valentin | | | | |
| <i>Councilman</i> Mr. Meyer | | | | |
| <i>Councilman</i> Mr. Johnson | | | | |
| TOTAL | | | | |

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL
AUTHORIZING THE RELEASE OF THE OFF-SITE MAINTENANCE BOND POSTED
FOR SCHUTT ROAD IMPROVEMENTS RELATING TO THE MAPLE FIELDS
DEVELOPMENT PROJECT**

WHEREAS, Baker Residential Limited Partnership has posted the following Maintenance Bond from Travelers Casualty & Surety Company of America with the Town with respect to the maintenance of the Schutt Road/Dolsontown Road/Genung Street/Airport Road Roundabout in connection with the Maple Fields Development Project;

| <u>Bond #</u> | <u>Date</u> | <u>Current Amount</u> |
|---------------|-------------|-----------------------|
| 105974289 | 8/26/13 | \$67,304.65 |

WHEREAS, McGoey, Hauser & Edsall Consulting Engineers D.P.C., by way of correspondence dated March 9, 2017, has advised that because no further work is needed with respect to the roundabout at issue since the issuance of said bond, it is appropriate to release the aforesaid bond at this time; and

WHEREAS, the Town Board of the Town of Wallkill agrees with the recommendations of the Town's Consulting Engineer and is authorized to release the aforesaid bonds pursuant to Town Code Section 249-42(B)(6),

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Town Board of the Town of Wallkill hereby approves the release of Bond #105974289 posted by Baker Residential Limited Partnership in the sum of \$67,304.65 in connection with the Schutt Road/Dolsontown Road/Genung Street/Airport Road Roundabout for the Maple Fields Development Project; and
2. The Town Supervisor or his designee is authorized to execute any necessary documents associated with the foregoing, once any unpaid inspection fees, professional fee invoices or other unpaid fees due to the Town are paid.