

Andrew J. Zaruskie, Town Clerk
1496 Route 300
Town of Newburgh, New York 12550
Telephone: (845) 564-4554

TOWN COUNCIL MEETING PUBLIC MEETING AGENDA

Monday, February 1, 2016
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. AUDIT
6. HYDRO GENERATION PRESENTATION
7. PILGRIM PIPELINE: Letter Opposing Co-agency
8. POLICE:
 - A. Purchase of Vehicles
 - B. Purchase of Vests
 - C. Hiring of Dispatcher
9. MATRIX SITE: IDA Agreement
10. ACCOUNTING:
 - A. Budget Transfer: From Contingency to Consulting
 - B. Budget Transfer: From Contingency to Buildings and Grounds
11. HIGHWAY:
 - A. Budget Transfer
 - B. Purchase of Paver
12. ENGINEERING:
 - A. Design Proposal for North Fletcher Driver Water Main
 - B. Survey Proposal for 21 Hudson Valley Professional Plaza
 - C. Budget Transfer
13. DATA PROCESSING: Purchase of Hours
14. ROSETON HILLS:
 - A. Rate Determination
 - B. Option Agreement
15. BUILDINGS AND GROUNDS: 21 Hudson Valley Professional Plaza
16. LANDSCAPING AND STORMWATER SECURITY:
 - A. Gold's Gym
 - B. Sterota
17. DPW: Budget Transfer
18. RECREATION DEPARTMENT: Sealed Bid for Bus Trips
19. ANNOUNCEMENTS
20. PUBLIC COMMENTS
21. ADJOURNMENT

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 January, 2016 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD OF THE TOWN OF NEWBURGH OPPOSING THE NEW YORK STATE THRUWAY AUTHORITY BEING ESTABLISHED AS CO-LEAD AGENCY WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE COORDINATED SEQRA REVIEW OF THE PILGRIM PIPELINES ACTION

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

WHEREAS, Pilgrim Pipeline Holdings, LLC is proposing to build 178 mile long parallel pipelines in close proximity to the NY State Thruway, through Rockland, Orange, Ulster, Greene and Albany counties and in New Jersey, that would transport crude oil and refined petroleum products between Albany, NY and Linden, NJ; and

WHEREAS, the NY State Thruway right-of-way runs through the Town of Newburgh between Orange Lake and Chadwick Lake Reservoir and to the west of the Washington Lake Reservoir of the City of Newburgh, all in the Quassaick Creek watershed; and

WHEREAS, a lateral offshoot from the proposed Pilgrim pipeline is planned to travel east from the NY State Thruway right-of-way to the Hudson River in the Town of Newburgh; and

WHEREAS, this proposed lateral would travel east through the Town of Newburgh to the Buckeye Oil Storage Facility on the Hudson River in the Town and carry refined petroleum products; and

WHEREAS, an additional proposed southern lateral will travel in a north-easterly direction from the NY State Thruway right-of-way through the Town of New Windsor and the City of Newburgh, to the New Windsor Global Oil facility at the mouth of the Quassaick Creek; and

WHEREAS, the Pilgrim Pipeline and its laterals are proposed to be laid in areas containing sensitive aquifers upon which residents depend for drinking water; and

WHEREAS, the Town of Newburgh Consolidated Water District depends on surface water resources, including Gidneytown Creek and Chadwick Lake Reservoir for its potable water supplies; and

WHEREAS, the proposal lateral would pass through the Chadwick Lake Reservoir watershed and cross Gidneytown creek and other tributaries to the Chadwick Lake Reservoir, the routing proposed to also include lands the Town has acquired for Reservoir protection, as well as crossing Town highway rights of way; and

WHEREAS, in addition to the Town's resources, the proposed pipeline will impact important resources of statewide concern, including the Hudson River and major tributaries, such as the Rondout, Esopus, and Catskill Creeks and Wallkill River, State-regulated wetlands and other resources that the New York State Department of Environmental Conservation ("NYS DEC") is responsible for protecting and is best equipped to ensure a full and adequate evaluation of environmental impacts; and,

WHEREAS, the project is a Type I action under Part 617 of the General Regulations adopted pursuant to Article 8 of the Environmental Conservation Law, the State Environmental Quality Review Act ("SEQRA"), which requires a coordinated review; and

WHEREAS, the Town of Newburgh is an involved agency under SEQRA for the Pilgrim Pipeline action; and

WHEREAS, the NYS DEC, as the state environmental agency, is best suited to guide the environmental review of this large, multi-jurisdictional project that has the potential to impact environmental resources in numerous municipalities, and is the agency with the power and the expertise to ensure a comprehensive and coordinated review; and,

WHEREAS, the pipeline will traverse and impact private lands and resources outside of the New York State Thruway right-of-way, including lands and water resources within the Town of Newburgh as recited above, and it is therefore more appropriate for the NYS DEC than the Thruway Authority to play the lead role in evaluating the impacts to those lands and resources; and,

WHEREAS, the Town Board of the Town of Newburgh, New York has heretofore formally disagreed, objected to and opposed the Thruway Authority being established as the Lead Agency for the proposed Pilgrim Pipeline project and requested that the NYS DEC designate itself as the Lead Agency and assume this role in the SEQRA process for which it is best suited; and

WHEREAS, the Town Board has now received a December 21, 2015, co-lead agency proposal made by the Thruway Authority and NYSDEC; and

WHEREAS, it is the opinion of the Town Board that the criteria for a lead agency determination including: 1) whether the impacts are of local, regional, or state-wide significance; 2) which agency has the broadest powers of investigation of the environmental impacts; and 3) which agency has the best capacity to provide a thorough environmental assessment, continues to strongly favor the NYS DEC; and

WHEREAS, in his letter of December 21, 2015, declaring the Thruway Authority as co-lead agency, Thruway Authority Executive Director Robert Megna argues that the common regional jurisdictions of the two involved agencies is a basis for co-lead agency; and

WHEREAS, the Town Board strongly disagrees, the Thruway Authority's jurisdiction, while crossing numerous municipal boundaries, is confined narrowly to use and occupancy of its own property. The Thruway Authority has no jurisdiction over the many environmental and community resources that are potentially put at risk by this project in the event of a spill or other major project impact and as noted, components of the project including the two laterals referenced above, extend well outside the Thruway Authority's property and jurisdiction. The potential impacts of even a relatively small spill could have serious consequences for the Town of Newburgh and other communities runs, if it contaminates an aquifer, tributary or water body, particularly in light of the proposed location of the lateral in the Town of Newburgh in the Chadwick Lake Reservoir watershed; and

WHEREAS, by contrast, the NYS DEC's governmental powers of investigation in review of this project are broad, as illustrated by Acting Deputy Commissioner and General Counsel

Thomas Berkman in his letter of Dec. 21, 2015, to NYSTA Executive Director Robert Megna:

A preliminary review of the application indicates there is the potential for significant adverse environmental impacts associated with the construction and operation of the pipeline, including but not limited to, impacts to hundreds of acres of forest, regulated waterbodies and wetlands. The Project, as proposed, would implicate the Department's permitting authority pursuant to the Environmental Conservation Law and the federal Clean Water Act;

and

WHEREAS, both the first and second criteria for determination of lead agency strongly favor DEC; and

WHEREAS, With regard to the third criteria—the relative expertise of involved agencies—the DEC clearly has the greater breadth and depth of expertise needed for this review. The Thruway Authority's knowledge of highway use and regulation and traffic impacts, while important, is highly

limited within the context of a complex environmental review covering surface and groundwater, soils, bedrock and geology, stormwater, air quality, habitat, and climate, among other areas of specialized knowledge and expertise. In past lead agency disputes on energy projects, the NYS DEC Commissioner has pointed to the Department's large staff of professionals with unique expertise in the many areas of potential environmental impact as favoring DEC lead agency. The same holds true for this project.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Newburgh, consistent with its prior resolutions and letters, remains firm in its belief that the NYSDEC, and not the Thruway Authority, is the only appropriate agency to serve as lead agency in the coordinated environmental review of the proposed Pilgrim Pipelines Project and does not offer its consent to the proposal that the Thruway Authority and NYSDEC serve a co-lead agency; and

BE IT FURTHER RESOLVED, that the Town Board strongly supports the request by other municipalities, that the NYS DEC Commissioner resolve the lead agency disagreement on the critically important environmental review of the Pilgrim Pipelines Project by designating the NYS DEC as the sole lead agency and

BE IT FURTHER RESOLVED that the Town Clerk of the Town of Newburgh, New York forward copies of this resolution to the NYS Thruway Authority Chair Howard P. Milstein, NYS DOT Commissioner Joan McDonald, U.S. Senators Charles Schumer and Kirsten Gillibrand and U.S. Representative Sean Patrick Maloney, Governor Andrew Cuomo, NY Public Service Commission Chairwoman Audrey Zibelman, NY Assembly Member Frank Skartados, NY Senator William Larkin, and by **certified mail**, to NYS DEC Commissioner Basil Seggos and Executive Deputy Commissioner Marc Gertsman, all other involved agencies and the sponsor of the Pilgrim Pipeline project.

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>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

8A



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael P. Clancy
Chief of Police

(845) 564-1100
Fax (845) 564-1870

January 22, 2016

To: Town Board

From: Acting Chief Campbell

Subject: Authorization for Purchase of Police Vehicles

I am requesting your authorization to purchase four (4) marked sedans (2016 Ford Interceptors) at a cost of \$26,808.03 each for a total cost of \$107,232.12. The vehicles are from New York State Bid, quote # 20850. The funds for these vehicle are included in the 2016 police budget in the capital account (# 3120.2). I have spoken with Jim Lacolla from Fleet and he concurs with the above purchase.

Sincerely,

Acting Chief Donald B. Campbell

8B



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief of Police

(845) 564-1100

January 12, 2016

To: Town Board

From: Deputy Chief Campbell

Subject: Authorization to Purchase Bulletproof Vests

I am requesting your authorization to purchase twelve (12) bulletproof vests. Per Article XII of the PBA contract officers will be issued a bulletproof vest every five years.

The following officers meet the above criteria: Sgt. Cadden, Officer Carpenter, Detective Conley, Sgt. DeQuarto, Sgt. Desaye, Detective Detoro, Officer Karabelas, Officer McLean, Lt. Nenni, Detective Otto, Officer Sisia & Officer Zeilberger.

The bulletproof vests will be purchased from Rosen's Uniforms as in the past years. Please note Rosen's is currently an authorized vendor on New York State Contract.

Respectfully Submitted,

Deputy Chief Donald B. Campbell

8c



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Council
Ronald Clum, Town Accountant

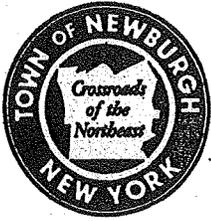
From: Charlene M Black, Personnel

Date: January 26, 2016

Re: Part-time Dispatcher

Acting Chief has offered Michael Graziano the position as part time dispatcher.

Upon approval Mr. Graziano will need to complete paperwork, fingerprints, physical and drug/alcohol testing. Thank you in advance.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief Michael Clancy

(845) 564-1100

January 26, 2016

To: Town Board

From: Acting Chief Donald B. Campbell

Subject: Authorization to Fill Vacant Part-Time Dispatcher Position

I am requesting authorization to fill the part-time dispatcher position. We conducted interviews a few weeks ago and would like to recommend Michael Graziano for the position at the current starting hourly pay rate of \$13.52.

Respectfully Submitted,

Donald B. Campbell
Acting Chief

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Michael Graziano

DEPARTMENT: Police Department

TITLE OF POSITION: Part time Dispatcher

FULL TIME OR PART TIME

HOURLY RATE: 8.52

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120.0100

PROPOSED HIRE DATE: On or After Feb 4, 2010

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

[Signature]
DEPARTMENT HEAD SIGNATURE

1/26/10
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

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 ___st day of _____, 2016 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Green, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott Manley, Councilman

RESOLUTION OF TOWN BOARD
 AUTHORIZING LETTER OF
 SUPPORT FOR THE APPLICATION OF
 MATRIX NEWBURGH I, LLC

 TO THE ORANGE COUNTY
 INDUSTRIAL DEVELOPMENT AGENCY

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

WHEREAS, Matrix Newburgh I, LLC is making application to the Orange County Industrial Development Agency for the proposed new Matrix Business Park facility at a property on NYS Route 17K designated on the tax map for the Town of Newburgh as Section 95 Block 1 Lot 4.12, such facility to include an approximately 565,000 square foot building, of which an approximately 317,000 square foot portion is to be occupied for a pharmaceutical distribution center using automated pharmaceutical technology, with the balance of the building, approximately 240,000 square feet, being constructed on speculation.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh hereby authorize the Supervisor to sign and deliver a letter of support to the Orange County Industrial Development Agency (IDA) for the grant to Matrix Newburgh I, LLC of:

- (1) the full sales and use tax exemption,
- (2) the State portion of the mortgage tax exemption,
- (3) a real property tax abatement only for the approximately 317,000 square foot portion of the building to be used as a pharmaceutical distribution center that provides for Payment in Lieu of Tax ("PILOT") payments pursuant to the IDA's Uniform Tax Exemption Policy program, said program doubling the benefits of the standard New York State Real Property Tax Law ("RPTL") Section 485-b program, starting with zero due in the first year of the improvement and thereafter increasing a straight 10% per year for ten years; and
- (4) a real property tax abatement for the approximately 240,000 square foot balance of the building being constructed on speculation which provides for PILOT payments equal to the real

property taxes due on properties which receive a RPTL §485-b exemption, rather than those which would be due under the IDA's Uniform Tax Exemption Policy; and

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

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

10A

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
CC: Town Board
From: Ronald E. Clum, Town Accountant
Date: January 26, 2016
RE: Budget Transfer

As you are aware we had an audit done for the Franchise Fees we receive through Time Warner. During that audit the company we hired found a number of customers that belonged within the boundaries of the Town. Due to this error Time Warner is issuing us a refund in the amount of \$65,504.00!

The auditor's agreement is that they receive 1/3 of the savings, or \$21,616.32. In order to pay this bill I will need to do a budget adjustment of \$21,617.00 to the Consulting line (001.1430.0499) from the contingency account (001.1990.0499).

As this needs board approval please place onto your next agenda for your approval.

Ronald E. Clum

10B



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
CC: Town Board
From: Ronald E. Clum, Town Accountant
Date: January 21, 2016
RE: Budget Transfer

In order to pay the Ward Pavements, Inc. bill for the paving at Town Hall I need a transfer of \$19,360.00 from General Fund Contingency Account (# 001.1990.0499) to Building and Grounds – Town Hall (# 001.1620.0200).

As this needs Town Board approval please place this on the next Town Board meeting of February 1, 2016.

Thank you in advance.

Ronald E. Clum

u A



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

TODD DEPEW
HIGHWAY SUPERINTENDENT

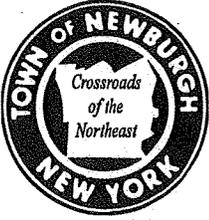
TO: Gil Piaquadio, Supervisor, & Town Board Members
FROM: Todd DePew, Highway Superintendent
DATE: January 22, 2016
RE: Transfer Request/2015

I would like to request the following budget transfer could you please put this on the agenda for the next meeting:

FROM:	TO:	AMOUNT:
030.5110.450 General Repairs/Motor Oil/Fuel	030.5110.47 General Repairs/Maintenance Contract/Leases/Rentals	\$6,625.00

If you have any questions please feel free to contact me. Thank you.

TD:ch
cc: R. Clum, Accounting
J. Platt, DPW Commissioner



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Todd DePew, Highway Superintendent 

DATE: January 28, 2016

RE: Paver

I would like to purchase a 8515C Paver from Hoffman Equipment for the cost of \$179,936.00. We will be using the New York Statewide Contract # PGB 22792.

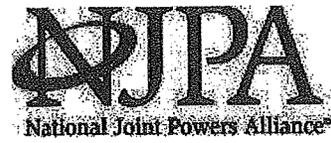
The 2016 funds available in the 5130.200 Machinery Equipment/Other Capital are \$170,000.00. A transfer of \$9,936.00 is needed to make up the shortfall.

I am requesting a transfer:

From:	To:	Amount:
030.5140.0499 Drainage/Other Expenses	030.5130.0200 Machinery/ Equipment /Other Capital	\$9,936.00

If you have any questions please feel free to call me. Thanking you in advance.

TD/ch
cc: John Platt, DPW Commissioner



Quoted For: Town of Newburg

Dealer: Hoffman Equipment

Date: January 28, 2016

NJPA Contract #: **113012-VTL**

8515C Paver

8515C Pavers are equipped with: Tier 4i engine, "Operator's Choice" control platform allowing operation from the high or low deck position. All controls are electric over hydraulic and operable from both left and right sides of a vandalism-protected control panel. Driving/steering are controlled by w/ 2 removable, electrically-operated joystick control boxes. The 8515C is equipped with: heavy duty, radiused hopper wings, 12" dia. sonic-controlled; 36" wide conveyors, 2 screed vibrators, 2 Speed Drive Motor, fail-safe brakes w/run/stop function, 4 operating lights, Amber Safety Strobe Light, horn and backup alarm, citrus Spraydown system w/ 2 hose reels. Gage package: oil pressure gauge, volt meter; tachometer, hour meter, electric fuel & water temperature gauges, and 2 seats.

8515-128204

TOTAL LIST PRICE BASE UNIT:	\$	157,000.00
Options: Legend 815HD Electric Screed	\$	14,250.00
Options: Heated Endgates	\$	1,750.00
TOTAL:	\$	173,000.00
NJPA DISCOUNT (5%)	- \$	8,650.00
TOTAL NJPA LIST PRICE:	\$	164,350.00
36mo/3000hr FULL MACHINE EXTENDED WARRANTY	\$	4,536.00
TOP CON GRADE CONTROL INSTALLED W/ 1 DAY TRAINING	\$	9,900.00
FREIGHT SPECIAL ONE TIME PRICING (good for 10 days from the date quoted):	\$	1,150.00
TOTAL PRICING DELIVERED TO AGENCY:	\$	179,936.00



Contract Award Notification

Title	: Group 40625 –Heavy Equipment (National Joint Powers Alliance and The Cooperative Purchasing Network Contract Piggybacks) (Statewide) Classification Code(s): 21, 22, 23, 24, 25, 39 and 40
Award Number	: <u>PGB 22792</u>
Contract Period	: Various. See Contractor Information page
Bid Opening Date	: May 30, 2014
Date of Issue	: July 8, 2014 (Revised November 12, 2015)
Specification Reference	: As Incorporated In The Piggyback Agreements
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Michael Riley Title : Contract Management Specialist 1 Phone : 518-474-6716 E-mail : Michael.riley@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This award includes a wide variety of heavy duty equipment including but not limited to aerial lift trucks, backhoes, compaction rollers, compression rollers, compressors, dozers, graders, excavators, mowing tractors, and mowing attachments.

PR # 22792

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC66577	Alamo Group (TX) Inc. DBA Alamo Industrial 1502 East Walnut St. Seguin, TX 78155	742362509 1000058230
PC66582	Altec Industries, Inc. 33 Inverness Center Pkwy, Suite 110 Birmingham, AL 35242	630362926 1000009606
PC67074	Atlantic Machinery, Inc. 2628 Garfield Ave. Silver Springs, MD 20910	521190648 1100147906
PC66988	Caterpillar Inc. 100 NE Adams St., Peoria IL 61629	370602744 1100137599
PC66989	Cives Corporation DBA Viking Cives (USA) 1825 Old Alabama Rd., Suite 200 Roswell, GA 30076	160955800 1000007605
PC67141	Clark Equipment Company d/b/a Bobcat Company 250 E. Beaton Dr. West Fargo, ND 58078	380425350 1000009236
PC67087	CNH Industrial America LLC 700 State Street Racine, WI 53404 (Agriculture)	760433811 1100123548
PC67265	CNH Industrial America LLC 700 State Street Racine, WI 53404 (Construction)	760433811 1100123548
PC66663	Deere & Company 2000 John Deere Run Cary, NC 27513	362382580 1000009176
PC67140	Deere & Company 2000 John Deere Run Cary, NC 27513	362382580 1000009176
PC66699	Falcon Road Maintenance Equipment, Inc. 120 Waldo Ave. Midland, MI 48642	201065770 1000029883

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC66595	Gradall Industries, Inc. 406 Mill Ave. S.W. New Philadelphia, OH 44663	742660540 1100121209
PC66985	Henderson Products, Inc. 1085 South 3rd St. P.O. Box 40 Manchester, IA 52057	271184835 1000034909
PC66984	J.A. Larue, Inc. 660 Lenoir St. Quebec City, QC, Canada G1X3W3	300431656 1100143510
PC67075	John Deere Shared Services, Inc. d/b/a John Deere Construction Retail Sales 1515 5th Ave. Moline, IL 61205	363387700 1000044738
PC66581	M-B Companies Inc. 1615 Wisconsin Ave. New Holstein, WI 53061	391208304 1000009269
PC66759	R.P.M. Tech, Inc. 2220 Michelin St. Laval, Canada H7L5C3	980175546 1100135942
PC66987	Tenco Industries, Inc. 5700 South Lima Rd. Lakeville, NY 14480	453446491 1100104080
PC67073	Textron, Inc. 11108 Quality Drive Charlotte, NC 28273	050315468 1100019546
PC66756	The Toro Company 8111 Lyndale Ave. South Bloomington, MN 55420-1196	410580470 1100137208
PC66665	VT LeeBoy, Inc. 500 Lincoln County Parkway Ext. Lincolnton, NC 28092	561217123 1100125026

For the current list of Contractor contact information, and pricing for this Award, please see the "Contractor Info" page located on the OGS website at:
<http://www.ogs.ny.gov/purchase/spg/awards/4062522792can.HTM>.

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

(continued)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

CONTRACT BILLINGS AND PAYMENTS:

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

(continued)

CONTRACT BILLINGS AND PAYMENTS (Cont'd):

- a. Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.
- b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at epayments@osc.state.ny.us.

Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Inquiries relating to OSC's Electronic Payments program should be directed to:

NYS Office of the State Comptroller
Vendor Management Unit
110 State Street Mail Drop 10-4
Albany, NY 12236
Telephone: (855) 233-8363
E-Mail: helpdesk@sfs.ny.gov

- c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

OGS PROCUREMENT SERVICES DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to OGS Procurement Services bid solicitations or contract awards. OGS Procurement Services encourages vendors to seek resolution of disputes through consultation with OGS Procurement Services staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of OGS Procurement Services Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

(continued)

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ Contractor: _____

Describe Product* Provided (Include Item No., if available): _____

*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)

**Group 40625 - Award PGB-22792
Heavy Duty Equipment**

Contractor Information – November 12, 2015

For a list of available equipment types for each Contractor, please click here:
<http://www.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

CONTRACT# MWBE/SB	CONTRACTOR & ADDRESS	FEDERAL ID NYS VENDOR ID	CONTRACT PERIOD	CONTRACT SPECIFICS
PC66582	Altec Industries, Inc. Suite 110 33 Inverness Center Parkway Birmingham, AL 35242	Federal ID 630362926 NYS Vendor ID 1000009606	10/24/2014 to 04/09/2018	Contractor and Pricing Information Terms & Conditions
PC66577	Alamo Group (TX) Inc. DBA Alamo Industrial 1502 East Walnut St. Seguin, TX 78155	Federal ID 742362509 NYS Vendor ID 1000058232	07/03/2014 to 08/19/2017	Contractor and Pricing Information Terms & Conditions
PC67074	Atlantic Machinery, Inc. 2628 Garfield Ave. Silver Springs, MD 20910	Federal ID 521190648 NYS Vendor ID 1100147906	09/01/15 to 04/09/2018	Contractor and Pricing Information Terms & Conditions
PC66988	Caterpillar Inc. 100 NE Adams St., Peoria IL 61629	Federal ID 370602744 NYS Vendor ID 1100137599	07/08/2015 to 05/18/2019	Contractor and Pricing Information Terms & Conditions
PC66989	Cives Corporation DBA Viking Cives (USA) 1825 Old Alabama Rd., Suite 200 Roswell, GA 30076	Federal ID 160955800 NYS Vendor ID 1000007605	07/01/2015 to 10/20/2018	Contractor and Pricing Information Terms & Conditions
PC67141	Clark Equipment Company DBA Bobcat Company 250 East Beaton Drive West Fargo, ND 58078	Federal ID 380425350 NYS Vendor ID 1000009236	09/09/2015 to 05/18/2019	Contractor and Pricing Information Terms & Conditions
PC67087	CNH Industrial America LLC 700 State Street Racine, WI 53404 (Agriculture)	Federal ID 760433811 NYS Vendor ID 1100123548	11/12/2015 to 3/16/2019	Contractor and Pricing Information Terms & Conditions
PC67265	CNH Industrial America LLC 700 State Street Racine, WI 53404 (Construction)	Federal ID 760433811 NYS Vendor ID 1100123548	11/12/2015 to 5/18/2019	Contractor and Pricing Information Terms & Conditions

**Group 40625 - Award PGB-22792
Heavy Duty Equipment**

Contractor Information – November 12, 2015

For a list of available equipment types for each Contractor, please click here:
<http://www.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

CONTRACT# MWBE/SB	CONTRACTOR & ADDRESS	FEDERAL ID NYS VENDOR ID	CONTRACT PERIOD	CONTRACT SPECIFICS
PC66663	Deere & Company 2000 John Deere Run Cary, NC 27513	Federal ID 362382580 NYS Vendor ID 1000009176	10/02/2014 to 09/10/2017	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67140	Deere & Company 2000 John Deere Run Cary, NC 27513	Federal ID 362382580 NYS Vendor ID 1000009176	10/22/2015 to 03/16/2019	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC66699	Falcon Road Maintenance Equipment, Inc. 120 Waldo Ave Midland, MI 48642	Federal ID 201065770 NYS Vendor ID 1000029883	11/10/2014 to 02/19/2017	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC66595	Gradall Industries, Inc. 406 Mill Avenue S.W. New Philadelphia, OH 44663	Federal ID 742660540 NYS Vendor ID 1100121209	08/11/2014 to 04/09/2018	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC66985	Henderson Products, Inc. 1085 South 3rd St. P.O. Box 40 Manchester, IA 52057	Federal ID 271184835 NYS Vendor ID 1000034909	8/25/2015 to 10/21/2018	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC66984	J.A. Larue, Inc. 660 Lenoir St. Quebec City, QC, Canada G1X3W3	Federal ID 300431656 NYS Vendor ID 1100143510	06/15/2015 to 10/20/2018	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67075	John Deere Shared Services DBA John Deere Construction Retail Sales 1515 5 th Avenue Moline, IL 61205	Federal ID 363387700 NYS Vendor ID 1000044738	10/22/15 to 05/18/2019	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC66581	M-B Companies Inc. 1615 Wisconsin Ave. New Holstein, WI 53061	Federal ID 391208304 NYS Vendor ID 1000009269	08/26/2014 to 02/19/2017	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>

**Group 40625 - Award PGB-22792
Heavy Duty Equipment**

Contractor Information – November 12, 2015

For a list of available equipment types for each Contractor, please click here:
<http://www.ogs.ny.gov/purchase/spg/pdfdocs/4062522792Equipment.pdf>

CONTRACT# MWBE/SB	CONTRACTOR & ADDRESS	FEDERAL ID NYS VENDOR ID	CONTRACT PERIOD	CONTRACT SPECIFICS
PC66759	R.P.M. Tech, Inc. 2220 Michelin St. Laval, Canada H7L5C3	Federal ID 980175546 NYS Vendor ID 1100135942	5/19/2015 to 10/21/2018	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC66987	Tenco Industries, Inc. 5700 S. Lima Rd. Lakeville, NY 14480	Federal ID 453446491 NYS Vendor ID 1100104080	08/12/2015 to 10/21/2018	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC67073	Textron, Inc. 11108 Quality Drive Charlotte, NC 28273	Federal ID 050315468 NYS Vendor ID 1100019546	11/12/2015 to 08/19/2017	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC66756	The Toro Company 8111 Lyndale Ave. South Bloomington, MN 55420-1196	Federal ID 410580470 NYS Vendor ID 1100137208	04/13/2015 to 09/30/2017	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>
PC66665	VT LeeBoy, Inc. 500 Lincoln County Parkway Ext. Lincolnton, NC 28092	Federal ID 561217123 NYS Vendor ID 1100125026	10/02/2014 to 02/19/2017	<u>Contractor and Pricing Information</u> <u>Terms & Conditions</u>

Group 40625-- Award 22792, Heavy Equipment

VT LeeBoy, Inc.

Contractor and Pricing Information

October 23, 2014

Contract #	Contractor & Address	Centralized Contract Contact	Federal ID NYS Vendor ID
NYS Contract: PC66665 NJPA Contract: 113012-VTL	VT LeeBoy, Inc. 500 Lincoln County Parkway Ext. Lincolnton, NC 28092	Name: Naomi Gibson Marketing Specialist Phone: (704) 966-3371 Fax: (704) 919-5350 Email: sales@leeboy.com	Federal ID 56-1217123 NYS Vendor ID 1100125026
Business Hours: M-F 8:30AM -5PM			

Contract Pricelist and Discounts

NOTE: Price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Link to Contractor Price List (List Prices): Contact the NYS authorized dealer closest to your area, listed below, for price list. Discounts and authorized dealers follow on the ensuing pages. Purchase orders should be sent to the authorized dealer that will supply the equipment.

Sales Discounts	
* All discounts from LIST price sheet	
GROUP #1	
Group #1 will receive a 2% discount	
1200B Maintainer	
3000 Force Feed Foader	
GROUP #2	
Group #2 will receive a 5% discount	
8816B Paver	MAX 3B Distributor
8616B Paver	MAX 2B Distributor
8515C Paver	RMT Maintenance Trailer
8510C Paver	Hydrostatic Chipspreader
8500C Paver	Mechanical Chipspreader
7000B Paver	RA400 Patcher
5000 Paver	RA2000 Patcher
1000F Paver	
GROUP #3	
Group #3 will receive a 8% discount	
785 Motor Grader	Challenger 6 Broom
685C Motor Grader	RB48A Broom
400 Series Roller	SweepPro Broom
Tru-Pac 915 Roller	DS Water Truck
Tack Tanks	
GROUP #4	
Group #4 will receive a 5% discount	
PF150B Paver	RW35A Road Widener
PF161C Paver	RW80A Road Widener
PF-1510 Paver	RW100B Road Widener
	RW195E Road Widener
GROUP #5	
Group #5 will receive a 8% discount	
FB-90 Broom	PTC-15 Roller
CB-90 Broom	G-800 Grader
	G-700 Grader

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No.
Does Contractor accept the NYS Procurement Card for orders not to exceed \$15,000	Yes.
Does Contractor offer Prompt Payment Discounts?	No.

Note: VT LeeBoy, Inc. is the contractor. Purchase orders should reference the NYS contract number and can be issued directly to the authorized NYS dealers listed below. Delivery will be added to all purchase orders. VT LeeBoy, Inc. will continue to assume full responsibility for all the terms and conditions of the contract.

VT LeeBoy, Inc. Dealers				
Dealer Name	Dealer Address	Contact Information	FEIN/ NYS Vendor ID	SB/ WBE
All Island Equipment	39 Jersey St. West Babylon, NY 11704	Gary Wade, President Renee Pisculli, Controller Office: 631-643-2605 Cell: 516-523-5948 Fax: 631-643-4060 E-mail: gary@allislandequipment.com renee@allislandequipment.com	11-2246143 10000024076	--
Hoffman Equipment Co.	1440 Route 9W Marlboro, NY 12542	David Koch Territory Manager/Paving Specialist Office: 845-236-3000 Cell: 845-332-2422 Fax: 845-236-3154	22-2176843 1000008736	SB
Monroe Tractor	1001 Lehigh Station Rd. Henretta, NY 14467	John Dancy Branch Manager Office: 585-334-3867 Fax: 585-334-0001 E-mail: jdancy@monroetractor.com	16-0850083 1000007551	SB
Stephenson Equipment	1886 Duanesburg Rd. Duanesburg, NY 12056	Mark Myers Sales Manager Office: 800-325-6455 Cell: 717-443-3473 Fax: 717-564-7580 E-mail: mmyers@stephensorequipment.com	25-1511922 1000017424	SB
Vantage Equipment, LLC	5985 Court Street Rd. Syracuse, NY 13206	Office: 315-437-2611 Fax: 315-437-2026	20-1334835 1000008561	--



Requirements for NJPA contracts in New York:

Executive Summary

On November 13, 2013, the Governor of New York signed an amendment to General Municipal Law §103, subd. 16, which expands the use of cooperative contracts to include contracts let on the basis of 'best value'. Prior to utilizing contracts let based on best value, political subdivisions must first adopt a law, rule, regulation or resolution authorizing the use of best value contracts. A city with a population of one million or more does not need to adopt a local law or resolution prior to utilizing contracts let on the basis of best value.

In addition to passing a resolution to authorize use of best value contracts, the Department of General Services had previously issued guidance on the use of cooperative contracts and set forth certain Guidelines for political subdivisions to follow.

Additional detail on these points can be found below.

Political Subdivision Guidelines

- The contract must be "let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein." N.Y. Gen. Mun. §103 (16).
 - Pursuant to N.Y. Gen. Mun. §100, a political subdivision is defined, in part, as a board of cooperative education services (BOCES). In Minnesota, a BOCES would be referred to as a "Service Cooperative." NJPA was created under Minn. Stat. §123A.21, which is located within the Education Code, as one of nine Minnesota service cooperatives. BOCES in New York were created under N.Y. Educ. §1950.
- The contract must be "made available for use by other governmental entities." §103(16).
 - The contracts procured by NJPA are made available for use by other governmental entities, as stated in the Request for Proposals.
- The contract would have to be "let in a manner that constitutes competitive bidding consistent with state laws and made available for use by other governmental entities." **The four (4) elements below determine consistency with GML §103:**
 - Public solicitation of bids:
 - NJPA advertises each RFP as follows:
 - For at least two consecutive weeks in the Minneapolis Star Tribune (www.startribune.com)
 - At least once in Daily Journal of Commerce within the State of Oregon (<http://dcoregon.com/>)
 - On the NJPA website (www.njpacoop.org)

Home > National Cooperative Contract Solutions > Legal Authority >

National Cooperative Contract Solutions

[View Full List of States](#)

New York

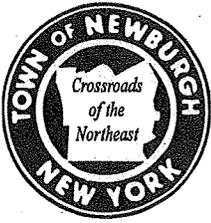
N.Y. GEN. MUN. §103

16. [Expires and deemed repealed Aug. 1, 2017, pursuant to [L.2012, c.308, § 2.](#)] Notwithstanding the provisions of subdivisions one, two and three of this section, and [section one hundred four](#) of this article, any officer, board or agency of a county, political subdivision or of any district therein authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, may make such purchases, or may contract for such services related to the installation, maintenance or repair of apparatus, materials, equipment, and supplies, as may be required by such county, political subdivision or district therein through the use of a contract let by the United States of America or any agency thereof, any state or any other county or political subdivision or district therein if such contract was let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities.

The authority provided to counties, political subdivisions and districts therein pursuant to this subdivision shall not relieve any obligation of such county, political subdivision or district therein to comply with any applicable minority and women-owned business enterprise program mandates and the preferred source requirements of [section one hundred sixty-two of the state finance law](#).

The full text of the bill can be found at <http://open.nysenate.gov/legislation/bill/s5525c-2011>

11B₂



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

TODD DEPEW
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Todd DePew, Highway Superintendent 
DATE: January 28, 2016
RE: Tack Coat Trailer

I would like to purchase a Tack Coat Trailer from Hoffman Equipment for the cost of \$14,426.00. Attached is the results of the (3) three written price quotes, with Hoffman Equipment being the lowest bidder.

The funds are available and will be taken from a Highway Equipment Capital Account. This account was set up at the end of 2014 for the purchase of various pieces of equipment which came in under the amounts anticipated. The amount designated in this account totals \$27,824.01 as of December 31, 2015.

If you have any questions please feel free to call me. Thanking you in advance.

TD/ch

cc: John Platt, DPW Commissioner

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

REQUESTED BY: _____ DATE PREPARED: _____

ITEM/SERVICE PURCHASED TACK COAT TRAILER

VENDOR NAME HOFFMAN EQUIPMENT

ADDRESS 1740 Rte 9W

CITY/STATE/ZIP MARLBORO, NY 12542

PHONE # (845) 236-3000

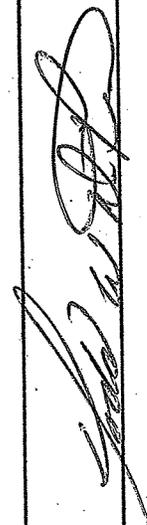
CONTACT PERSON DAVE KOCH

PRICE QUOTED \$14,426.00

EXPIRATION DATE _____

VENDOR CHOSEN HOFFMAN EQUIPMENT

*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

DEPARTMENT HEAD SIGNATURE  DATE: 1/28/16

(ATTACH WRITTEN QUOTES)

VANTAGE EQUIPMENT
17 Northway Lane
Latham, NY 12110
(845) 762-6531
Jason DiMase
\$16,000.00

Spaulding Mfg. Inc.
5366 East Rd.
Saginaw, MI 48601
(989) 777-4550
Linda Kwapis
\$26,650.00



Quoted For: Town of Newburg
 Dealer: Hoffman Equipment

Date: 26 January 2016

NJPA Contract #: **113012-VTL**

Tack Distributor

Tack Distributors include: Single nozzle 6-ft handspray wand, with 40-ft hose reel, and 2 propane burners. All trailer-mounted units include safety chains and 2-inch ball hitch (pintle eye standard on L500T) and are pre-wired for towing. The L250T is equipped with single axle electric brakes and emergency break-away switches; the L500 is equipped with electric brakes on both axles & emergency break away switches.

TOTAL LIST PRICE BASE UNIT: 250 Trailer	\$	12,500.00
Options: 8-ft Spray Bar	\$	1,550.00
TOTAL:	\$	14,050.00
NJPA DISCOUNT (8%)	- \$	1,124.00
TOTAL NJPA LIST PRICE:	\$	12,926.00
FREIGHT SPECIAL ONE TIME PRICING (good for 10 days from the date quoted):	\$	1,500.00
TOTAL PRICING DELIVERED TO AGENCY:	\$	14,426.00

POSSIBLE OPTIONS, MANUFACTURE LIST PRICE:

(Options do qualify for the NJPA Discount with machine order)

Electric Start (<i>Available on Honda-Gas and Hatz-Diesel engine</i>)	\$	1,300.00
5 HP Hatz Diesel Engine (<i>pull start</i>)	\$	2,700.00
In-Truck Controls <i>**requires 8-ft Spray Bar option</i>	\$	1,900.00
Overnight Heater	\$	1,750.00
Pintle Eye (<i>standard on L500T</i>)	\$	65.00



Spaulding ^{Since 1982} Mfg., Inc.

5366 East Road - Saginaw, Michigan 48601 • (989) 777-4650 • (989) 777-0654 • Fax (989) 777-7430
www.spauldingmfg.com

Dealer Spaulding Mfg, Inc.

Date: 1/15/2016

Customer: City of Newburgh

Model 250 TTTD

Quote: 1156D

Standard Equipment:

250 gallon capacity	automatic temperature control	LED stop turn tail 4- 4 " round
trailer	diesel fired burner	LED marker lights
235/75/15R tires	direct fire in to tank	wiring connections all solder
5200 LB single axle	12vdc operation	loomed in metal conduit
electric brakes and brakeway	insulation double wall tank	8 HP Diesel engine
3 inch pintle eye	recirculation bottom of tank to blend	List Price

1 **Base Machine Price** \$ 22,750.00

includes the items listed below in pricing

1 1- 105,000 BTU Diesel burners with automatic temp control	\$ -
1	\$ -
1 6:1 gear reduction on engine for easy start up	\$ -
1 10 GPM rated asphalt pump with built in relief for use with	\$ -
1 water based emulsions such as SS1H, 10 gallon solvent tank	\$ -
1 for flushing lines and pump, 10 gallon waste tank with ball	\$ -
1 valve drain,	\$ -
1 retractable hose reel with 40 ft 1/2 inch hose and 5ft wand	\$ 675.00
1 rear molasse valve 1-1/2 inch	\$ 425.00
1 rear 8 ft spray pattern spray bar with individual valves	\$ 1,900.00
1 recirculation from rear spray bar back to tank	\$ 900.00
1	\$ -
1	\$ -
1	\$ -

Base Machine and Options : List Price	\$ 26,650.00
no trade in 0%	\$ -

list price for propane and gas engine \$ 26,650.00

FOB SAGINAW

Quote good for 30 days

Vantage Equipment
January 27, 2016

Todd DePew

We would like to quote you a purchase price on a:

New Mauldin MT-300 Hot Tack Sprayer – See spec sheet for full machine specs
Base Machine

Options:

8' Spray Bar w/included upgraded pump and in cab controls

Sell Price(Includes Delivery) - \$16,000.00

Thank you for the opportunity to gain your business.

Jason DiMase
845-762-6531



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

555 Hudson Valley Ave., Suite 101
New Windsor, NY 12553
T: 845.564.4495
F: 845.567.1025
www.maserconsulting.com

12A

January 15, 2016

VIA EMAIL

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

Re: Watermain Improvements at North Fletcher Drive
Town of Newburgh, Orange County, New York
MC Proposal No. 16000130P

Dear Mr. Osborne:

Maser Consulting P.A. is pleased to submit this proposal to provide professional services for the proposed replacement of the existing watermain, valves, hydrants, services and appurtenances with a new eight (8) inch watermain for the Town of Newburgh. We propose to obtain Health Department approval and prepare bid documents for the project. This proposal is presented with the understanding that the Colden Park watermain replacement project will precede or be authorized to move forward simultaneously with the scope herein.

The project is to design, permit and prepare bid documents for a new, relocated 8 inch ductile iron watermain in North Fletcher Drive from the valve chamber on Meadow Hill Road to a check valve in Amber Drive, approximately 2,280 Feet. The project includes new valves, fire hydrants at a maximum of 500 feet separation, separation between the new watermain and the existing sewer line in the southern end of N. Fletcher Drive and in Amber Drive and the replacement of the water services to the residences abutting this new watermain.

This proposal is divided into two sections as follows:

- Section I – Scope of Services
- Section II – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.



SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 – RIGHT-OF-WAY SURVEY

Maser Consulting shall perform a Right of way Survey of the above referenced in accordance with the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors. We will provide a Certified Survey Plan of the same.

We will prepare a survey map, without corners, of the R.O.W. based on the present record cover deeds of title and field survey information both found and recovered. The basis for the location survey will be the cover deeds of record of the subject property and the adjacent parcels present cover deeds of record along with the physical evidence recovered in the field. The location survey will be performed based on local horizontal control and that the survey will be performed at grade of the subject property. We will locate the features that are located on the site.

Included in this phase of work are the following tasks:

- Public records research and pre-field records review;
- Field traverse, location survey and data collection;
- Field survey data reduction and computation;
- Boundary analysis and survey calculations;

Maser Consulting shall perform a Topographic Survey of the above referenced site in accordance with the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors. We will provide a signed plan of the same. We will prepare a topographical survey map that is a graphic pictorial representation of the above ground features on the subject property. The Subject property's are as shown on the attached Orange County GIS mapping. Survey and mapping will be from Right-of-way to Right-of-way. For the purpose of this project, utilities visible at ground surface will be located and inverts obtained. The topographical mapping will be on 50 scale mapping and one foot contours. Vertical data will be tied into NAVD 88. The contouring information will be generated through ground survey work.

Phase 1.0 Lump Sum Fee

\$ 6,650.00

PHASE 2.0 – PRELIMINARY LAYOUT PLANS

Maser Consulting will prepare Preliminary Plans for the watermain replacements. The plans shall include the proposed layout for the watermain, taps, service stubs, hydrants, valves and restraints. Blow ups of both ends (connection points) shall be prepared. We include 2 hours for



one (1) engineer in the field to review the proposed route of the watermain replacement. Deliverables include 5 sets of Preliminary Plans.

Phase 2.0 Lump Sum Fee **\$ 2,750.00**

PHASE 3.0 HEALTH DEPARTMENT APPLICATION

This phase includes the preparation and submission of the initial applications, calculations, detailed plans and profiles as required by the Health Department pertaining directly to the design of the water main replacements. The plans shall include watermain replacement plans, profiles and details for the project area.

This submission (deliverables) will include 5 sets of:

- Utility plans and profiles showing the Health Department signature block and all horizontal and vertical utility crossings.
- A detail sheet including utility trenching, appurtenances, and applicable notes.
- Erosion and Sediment Control Plans.

Note: This phase includes the initial submission to the Health Department plus an estimated fee for one re-submittal. The Engineering costs for subsequent submissions, if necessary, will be billed under a separate lump sum contract.

Phase 3.0A Lump Sum Fee **\$5,000.00**
Phase 3.0B Estimated Fee to re-submit to Health Dept. to address comments **\$2,500.00**

PHASE 4.0 BID DOCUMENTS

Upon approval, Maser Consulting will amend the bid front end documents and specifications (to be prepared for the Colden Park watermain replacement project, our project number 15000434A) for this N. Fletcher Drive watermain replacement project. We will provide plans suitable for public bidding in accordance with New York State General Municipal Law. All addenda shall be included.

Maser Consulting shall prepare and supply 15 sets of plans and specifications, for bidding and eventual award of contract between the Town and the contractors for the proposed project.

Maser Consulting shall respond to questions (RFI's) posed by bidders relative to the bid documents.

Phase 4.0 Lump Sum Fee **\$ 4,500.00**



PHASE 5.0 PLAN REVISIONS AND ADDITIONAL SERVICES

Services accomplished under this phase will be billed in accordance with a separate proposal and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval and are not an error or omission on the part of Maser Consulting. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

Phase 5.0 Fee

Separate Proposal

PHASE 6.0 - FIRE HYDRANT FLOW TESTING (As Needed)

The scope of service required includes scheduling and performing a maximum of two (2) fire hydrant flow tests of the existing water system in the vicinity of the two proposed watermain replacements to obtain available flow and pressure data. Maser Consulting will arrange a mutually acceptable day and location for the Hydrant Flow Test. We assume the Water Department personnel will operate the hydrants. Maser Consulting will provide an engineer with the appropriate gages necessary to perform the testing. Our engineer will obtain and record the data from the test in the field. A fire hydrant flow test summary will be prepared for each area.

Phase 6.0 Lump Sum Fee

\$ 1,300.00

PHASE 7.0 - UNDERGROUND UTILITY DESIGNATION AND MARK-OUT (As Needed)

As may be requested by the Town, Maser Consulting shall use Ground Penetrating Radar and radio frequency pipe and cable locators. Maser Consulting shall provide an operator and equipment. Our deliverable includes a field sketch, photos and a photo log. Maser Consulting shall pro-rate the quoted 8 hour day fee based on the time spent. Minimum fee shall be ½ day rate.

Utility Records Research

Maser Consulting will coordinate with municipalities and other utility owners in the area to obtain any existing utility information the reference the location and presence of known utilities along the proposed route. These documents will be used during the field investigation to identify where known utilities may be present.

Underground Utility Designation and Mark-Out

Maser Consulting will designate conductive subsurface utilities using RadioDetection RD8000 cable locators within the project limits. Where possible, utilities will be identified by designation to a known termination point (manhole, pull box, etc.) or through direct connection. The RD8000 will also be used in passive and inductive modes across the project site in order to



identify and designate utilities that cannot be accessed from the surface. A GSSI Ground Penetrating Radar (GPR) SIR-3000 unit with a 400 MHz antenna will also be used as necessary to locate any underground utilities that could not be designated with the RD8000. Utilities will be marked in the field in accordance with American Public Works Association (APWA) standard color code.

Phase 7.0 Lump Sum Fee **\$ 1,500.00/day**

PHASE 8.0 - PRELIMINARY SUBSURFACE EXPLORATION (As Needed)

As may be requested by the Town, Maser Consulting shall schedule test pit explorations. The Town shall provide an excavator and operator to excavate the test pits. Maser Consulting observe and log in the results of the test pits. Where necessary, Maser Consulting shall photograph and sketch the existing utilities in the excavated test pits. Maser Consulting shall pro-rate the quoted 8 hour day fee based on the time spent.

Phase 8.0 Lump Sum Fee **\$1,200.00/day**

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

SCHEDULE OF FEES

PHASE 1.0	RIGHT-OF-WAY SURVEY	\$ 6,650.00
PHASE 2.0	PRELIMINARY LAYOUT PLANS	\$ 2,750.00
PHASE 3.0A	HEALTH DEPARTMENT APPLICATION	\$ 5,000.00
PHASE 3.0B	RE-SUBMIT TO HEALTH DEPT. TO ADDRESS COMMENTS	\$ 2,500.00
PHASE 4.0	BID DOCUMENTS	\$ 4,500.00
PHASE 5.0	PLAN REVISIONS AND ADDITIONAL SERVICES	Separate Proposal
PHASE 6.0	FIRE HYDRANT FLOW TESTING (AS NEEDED)	\$ 1,300.00
PHASE 7.0	UNDERGROUND UTILITY DESIGNATION AND MARKOUT (AS NEEDED)	\$1,500.00/day
PHASE 8.0	PRELIMINARY SUBSURFACE EXPLORATION (AS NEEDED)	\$1,200.00/day

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- SEQRA is to be addressed by the Town of Newburgh;



James Osborne
MC Proposal No. 16000130P
January 15, 2016
Page 6 of 8

- The preparation of easements or written descriptions;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site;
- Application or review fees to any regulatory review agency;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished;
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid for 60 days from the date of this document.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Andrew B. Fetherston', written over a horizontal line.

Andrew B. Fetherston, P.E.
Principal Associate

ABF/jm



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

12 Metro Park Road
Suite 104
Albany, NY 12205
T: 518.459.3252
F: 518.459.3284
www.maserconsulting.com

12B

January 20, 2016

VIA E-MAIL

James Osbourne
Town of Newburgh
Town Hall 1496 Route 300
Newburgh, NY 12550

Re: Survey Services
21 Hudson Valley Professional Plaza
New Windsor, NY

Dear Mr. Osbourne:

Maser Consulting P.A. is pleased to submit this proposal for surveying and mapping services for the property identified on the Town of New Windsor Tax Map number 75-1-19.14 or commonly referred to as 21 Hudson Valley Professional Plaza.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Client Contract Authorization

SECTION I – SCOPE OF SERVICES

Maser Consulting has been asked to perform a boundary survey of the above indicated property:

SURVEY

PHASE 1.0 BOUNDARY SURVEY

Maser Consulting will perform document research to identify the location of record lines of ownership for the subject and abutting parcels. Maser Consulting will perform reconnaissance to identify physical features or markings on the ground to reconcile record descriptions and existing conditions. A survey crew will locate pertinent features identified during reconnaissance, as well as the parcel's physical features to be mapped. After Maser Consulting processes the data, we will make a boundary determination to be presented on a certified plat. Delivery no later than February 20, barring any delays due to weather, holidays or circumstances beyond our control.

Phase 1.0 Lump Sum Fee

\$ 2,200.00



Mr. James Osbourne
16000181P
January 20, 2016
Page 2 of 8

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER

311 ROUTE 32
NEWBURGH, NY 12550

JOHN PLATT
COMMISSIONER

PHONE: 845-564-7813
FAX: 845-566-8903

To: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: January 27, 2016

Re: Budget Transfer

I respectfully request the following budget transfers to cover unforeseen end of year expenditures.

(Consultant Fees)
Transfer from: 8330.0472.4001 \$ 55,000.00

(Utilities-Electric, Fuel Oil, Etc.)
Transfer from: 8330-0481.4001 \$ 50,000.00

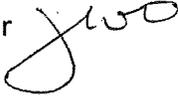
(Consultant Fees)
Transfer to: 8330.0472.4002 \$ 105,000.00

I am requesting that this item be placed on the next agenda for approval. If you have any questions or comments, I am available for discuss them with you.

JP/mb

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer 
DATE: January 25, 2016
RE: W \ WATER SUPPLY – BUDGET TRANSFER

I am requesting approval of the following budget transfer within the 2015 budget of the Water Supply Department:

From: # 8330.0472.4001 (Consultants – Chadwick Lake)
To: # 8330.0472.4002 (Consultants – DAT WTP)
Amount: \$105,000

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

JWO/id

cc:  J. Platt, DPW Comm.
R. Clum, Accountant

13

Data Processing February 1st 2016 Agenda

I am requesting the purchase of 36.36 hours from Firthcliffe Technologies of Cornwall New York for computer maintenance for a total of \$ 3000.00 from the Computer maintenance Account 001-1680.0497

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

VOUCHER

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

Firthcliffe Technologies, Inc
198 Willow Ave
Cornwall, NY 12518

TERMS _____

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
TOTAL		
Abstract No.		

Vendor's
Ref. No.

Dates	Quantity	Description of Materials or Services	Unit Price		Amount	
1/11/16		Maintenance Agreement	3000.00		3000.00	
(See Instructions on Reverse Side)			TOTAL		3000.00	

CLAIMANT'S CERTIFICATION

I, Stacey Lyle, certify that the above account in the amount of \$ 3000.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/11/16 Stacey Lyle President
DATE SIGNATURE TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE AUDITING BOARD

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
1/11/2016	9108

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	Maintenance Agreement	3,000.00	3,000.00
0	-- Purchase of Block of 36.36 Hours for Computer Repair		0.00
Thank you for your business!		Total	\$3,000.00

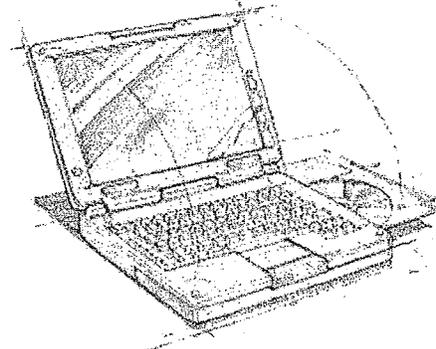
Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Estimate

Date	Estimate No.
1/11/2016	175

Name / Address
Town of Newburgh 1496 Route 300 Newburgh, NY 12550



Vendor Quote #(s)			
Description	Qty	Unit Cost	Total
Maintenance Agreement -- Purchase of Block of 36.36 Hours for Computer Repair	1	3,000.00	3,000.00
Thank you for your business!		Total	\$3,000.00

Any Items with Zeros "0" in the "Qty" column are optional. The prices in the "Unit Cost" column are upgrade prices that are in addition to the original quoted items.

Signature/Date



Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Statement

Date
1/15/2016

To:
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

		Amount Due	Amount Enc.		
		-\$986.32			
Date	Transaction	Amount	Balance		
01/11/2016	INV #9108. VOID: Maintenance Agreement - block of time	0.00	-986.32		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
-986.32	0.00	0.00	0.00	0.00	-\$986.32



Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Statement

Date
1/15/2016

To:
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

		Amount Due	Amount Enc.		
		-\$986.32			
Date	Transaction	Amount	Balance		
10/18/2015	Balance forward		-3,152.58		
10/19/2015	INV #8725. JMF10/14/15 Remote Administration (Paul)	41.25	-3,111.33		
10/19/2015	INV #8737. 10/19/15 Remote Administration (Jose)	41.25	-3,070.08		
10/27/2015	INV #8736. 10/16/15 Service Call (Bob)	206.25	-2,863.83		
10/28/2015	INV #8766. 10/27/15 Remote Administration (Paul)	41.25	-2,822.58		
11/05/2015	INV #8800. 10/30/15 Remote Administration (Paul)	41.25	-2,781.33		
11/05/2015	INV #8804. JMF11/5/15 Remote Administration (Paul)	82.50	-2,698.83		
11/10/2015	INV #8824. 11/5/15 Remote Administration (Paul)	82.50	-2,616.33		
11/10/2015	INV #8827. 11/6/15 Service Call - Tax Receiver (Paul)	82.50	-2,533.83		
11/10/2015	INV #8832. 11/9/15 Service Call (Paul)	123.75	-2,410.08		
11/17/2015	INV #8848. 11/11/15 Service Call - Tax Receiver (Bob)	1,330.00	-1,080.08		
11/17/2015	INV #8851. 11/12/15 Service Call (Paul)	288.75	-791.33		
11/17/2015	INV #8860. 11/13/15 Remote Administration (Paul)	165.00	-626.33		
11/20/2015	INV #8869. JMF11/16/15 Remote Administration (Paul)	41.25	-585.08		
11/20/2015	INV #8872. 11/16/15 Service Call (Paul)	41.25	-543.83		
11/20/2015	INV #8878. 11/17/15 Remote Administration (Paul)	41.25	-502.58		
11/20/2015	INV #8891. 11/6/15 Remote Administration (Paul)	41.25	-461.33		
11/23/2015	INV #8905. JMF11/20/15 Remote Administration (Paul)	41.25	-420.08		
11/25/2015	PMT #70321. Inv# 8728 ck 11/25/15	-3,000.00	-3,420.08		
12/02/2015	INV #8915. 11/23/15 Service Call - Receiver of taxes	453.75	-2,966.33		
12/03/2015	INV #8922. 11/24/15 Remote Administration (Paul)	41.25	-2,925.08		
12/07/2015	INV #8939. 12/4/15 Remote Administration - Zoning (Paul)	41.25	-2,883.83		
12/07/2015	INV #8940. 12/4/15 Remote Administration - Animal Control (Paul)	41.25	-2,842.58		
12/10/2015	INV #8965. 12/10/15 Remote Administration - Tax Department (Bob)	82.50	-2,760.08		
12/11/2015	INV #8973. 12/11/15 Service Call (Bob)	123.75	-2,636.33		
12/15/2015	INV #8980. 12/14/15 Service Call (Jose)	82.50	-2,553.83		
12/15/2015	INV #8984. 12/15/15 Service Call (Paul)	144.38	-2,409.45		
12/17/2015	INV #8991. JMF12/14/15 Remote Administration - Fleet Maint. (Paul)	41.25	-2,368.20		
12/28/2015	INV #9035. 12/22/15 Service Call (Paul)	82.50	-2,285.70		
12/30/2015	INV #9039. 12/23/15 Service Call - Court (Bob)	61.88	-2,223.82		
01/06/2016	INV #9064. 1/6/16 Remote Administration - Tax Department (Bob)	41.25	-2,182.57		
01/08/2016	INV #9074. 1/7/16 Remote Administration (Paul)	536.25	-1,646.32		
01/11/2016	INV #9081. JMF1/7/16 Remote Administration (Jose)	41.25	-1,605.07		
01/11/2016	INV #9083. 1/8/16 Service Call (Bob)	618.75	-986.32		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
-986.32	0.00	0.00	0.00	0.00	-\$986.32

OPTION TO PURCHASE AGREEMENT

This Option to Purchase Agreement (the "Agreement") is made as of February 1, 2016, by and between Roseton Hills Sewage-Works Corp. ("Roseton") and the Town Board of the Town of Newburgh ("Town").

RECITALS

WHEREAS, Roseton owns a sewerage collection and treatment system serving Parr Valley Condominium and Orchard Hills Landings, all within the Town of Newburgh, County of Orange, State of New York.

WHEREAS, Roseton is organized pursuant to the Transportation Corporations Law of the State of New York.

WHEREAS, there have been negotiations between the Town and Roseton wherein it is the desire of the parties that the Town be given sufficient opportunity to conduct the requisite legal proceedings in order to determine whether or not they will enter into a contract to purchase all of Roseton's assets.

WHEREAS, the Town and Roseton entered into a Sewage Works Agreement dated February 26, 2010 (the "SWA").

WHEREAS, Roseton petitioned the Town to agree to increase the rates it charges its customers by application dated July 1, 2014.

WHEREAS, by Decision and Resolution dated November 17, 2014, the Town granted in part and denied in part Roseton's petition to increase rates ("Town's Rate Decision").

WHEREAS, Roseton commenced a legal proceeding (“Article 78 Proceeding”) by the filing of a Notice of Petition and Verified Petition captioned *Roseton Hills Sewage-Works Corp, Petitioner, for a Judgment Pursuant to Article 78 of the Civil Practice Laws and Rules against the Town Board of the Town of Newburgh, Town of Newburgh, Parr Valley Condominium and Orchard Hills Landings LLC, Respondents*, Index No. 2015-0001854, on or about March 16, 2015.

WHEREAS, the Article 78 Proceeding contested the Town’s Rate Decision and sought a judgment annulling, reversing, and setting aside the decision and that the matter be remitted to the Town with certain directions, including, *inter alia*, that it adopt a revised rate decision that implemented the rate requested by Roseton.

WHEREAS, the Town filed its Verified Answer on or about June 4, 2015, requesting that the Town Board’s decision be upheld with certain corrections.

WHEREAS, the Court issued a Judgment, Order and Decision on August 21, 2015, which, *inter alia*, vacated, annulled, and set aside the Town’s decision to the extent set forth therein and remitted the matter to the Town for reconsideration of Roseton’s application and a new determination in accordance therewith.

WHEREAS, Roseton and the Town desire to resolve this matter without further litigation and adjudication subject to the terms of this Agreement.

WHEREAS, Roseton and the Town acknowledge that this Agreement represents a fair, reasonable, and adequate compromise and settlement of all the disputes between Roseton and the Town, and is in their respective best interests.

WHEREAS, it is the desire of the parties to reflect their understandings in this Option Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual and dependent covenants and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Roseton, intending to be legally bound, agree as follows:

1. THE OPTION PERIOD

1.1 The Town shall have the right to complete the purchase of Roseton's sewer system, including all the sewage facilities servicing Parr Valley Condominium and Orchard Hills Landings, all appurtenant permits and approvals and all related real and intangible property interests, including fee title, easements, contracts, prescriptive rights, adverse possession rights, equitable claims or otherwise owned or claimed by Roseton whether legal or beneficial and all other assets of any kind used in connection with the sewage facilities of Roseton but, specifically excluding cash on hand, accounts and accounts receivable (hereinafter the "Sewer System") pursuant to the terms and conditions set forth herein, between the effective date of this Agreement and September 30, 2016, inclusive ("Option Period").

1.2 The Town, the Seller, and Roseton agree to act without delay and take all reasonable steps to close as soon as practical.

1.3 The parties acknowledge that the Town will have to fulfill statutory steps prior to the Town Board authorizing the execution of a contract implementing the terms set forth herein and the parties agree to cooperate during this time period for the Town Board to proceed with the conduct of the proceedings.

1.4 Seller agrees to provide access to its facility for inspection by the Town's engineer and consulting engineer and to assist the Town's consulting engineer in the preparation of a map, plan, and report that is a necessary pre-requisite for the Town commencing the formal proceedings.

1.5 Seller acknowledges that upon complying with the statutory process the Town Board must take a vote and said vote would be subject to Permissive Referendum and a time period of at least thirty (30) days must elapse from the date of adoption of the Resolution to determine whether or not a petition will be filed with the Town requiring a public vote and a bond resolution subject to a thirty (30) day estoppel period. The Town shall schedule such vote no later than July 31, 2016. Should the public vote fail to facilitate the purchase, the option period will end the day after the day of the vote.

1.6 The parties acknowledge that all steps must be complied with before the Town has any right to exercise this option.

2. SEWER RATE DECISION

2.1 The Town agrees that the Town Board shall adopt an amended sewer rate decision and resolution at the same meeting in which it accepts and executes this Agreement which shall provide for a rate to be charged by Roseton of \$671.89 per residential unit per year applicable to Parr Valley Condominium and Orchard Hills Landings, LLC, in accordance with Schedule A annexed hereto and made a part hereof. The decision shall be effective retroactively as of November 17, 2014. If the Town does not close during the Option Period, the rate shall remain in effect until changed pursuant to the provision of Transportation Corporation Law, Section 121.

2.2 Notwithstanding the rate increase being retroactive, no late payment charges or penalties shall be imposed on rate payments due for the retroactive period except to the extent provided in Section 11.3 of the tariff as modified by the Town Board's decision if unpaid thirty (30) days following the date of delivery by Roseton of bills to its customers for the retroactive amounts (the "due date"). For the purposes of the foregoing, delivery if by regular mail shall be deemed to have occurred on the fifth day following the date of the post-mark, and payment if delivered by regular mail shall be deemed to have been timely made if the post-mark date is at least five days prior to the due date. Additionally, Roseton agrees to forebear commencing any collection action for the retroactive portion of the rate for the retroactive period during the Option Period. In the event the Town exercises the Option and closes on the purchase of the Sewer System, Roseton shall release its customers, their successors and assigns from any claims and liabilities for said retroactive rate payments. If the Town does not close in the Option Period, the increased amount will be billed to the customers and collected as provided in Roseton's tariff.

2.3 For the Option Period, Roseton shall not be required nor have authority to collect the \$50.00 per approved unit charge required to be assessed by Roseton pursuant to Section 6.1 of the Sewage Works Agreement ("Escrow Charge") and deposited into escrow or reserve or trust account with the Town pursuant to Section 6.1 of the SWA (the "Escrow Fund"). Should the Town not exercise the Option, any Escrow Charge heretofore collected by Roseton from its customers but not yet deposited with the Town, in the amount of \$10,540, shall be applied as a credit to the account of customer(s) who paid the Escrow Charge against the first bill issued by Roseton following the end of the escrow period in which the retroactive portion of the rate will be

billed. The Town shall pay over to Roseton the balance of the Escrow Fund heretofore paid to it directly by Roseton's customers in the amount of \$15,435, including any accrued interest, within 30 days of execution of this Agreement. Should the Town not exercise the Option, said amount shall be credited pro rata based upon residential units against the first bill issued by Roseton to its customers following the end of the escrow period in which the retroactive portion of the rate will be billed. If the Town does not acquire the system within the Option Period, Roseton shall again be authorized to levy the Escrow Charge and shall be reimbursed for any qualifying expenses that it incurred after January 1, 2016, from the Escrow Charge as later collected.

3. OPTION TO PURCHASE

3.1 The Town has the option to purchase, during the Option Period, all of Roseton's physical assets and associated rights including but not limited to the sewage treatment plant, sewer mains and all appurtenances; all permits and approvals issued to permit the operation of the sewage treatment plant and associated facilities; operation manuals and related documentation; all real and intangible property interests, including fee title, easements, claims, contracts, prescriptive rights, adverse possession rights, equitable claims or otherwise owned or claimed by Roseton, and all other assets of any kind used in connection with the sewage facilities of Roseton (collectively the "Sewage Facilities") but, specifically excluding cash on hand, accounts and accounts receivable, for a purchase price of One Million Seven Hundred Twenty Four Thousand Six Hundred Twenty Four and 00/100 (\$1,724,624 .00) Dollars ("Option Price"). Roseton will surrender all its rights, title and interests in providing sewer service to the service area upon closing but shall retain the rights it currently has to collect accounts receivable after the closing pursuant to the provisions of the existing tariff.

3.2 The option is to be exercised by the Town giving to Roseton a written notice within the Option Period delivered to Roseton at its address as set forth above.

3.3 The Option Price shall be paid at closing and the Sewage Facilities are to be free of liens and encumbrances at closing.

3.4 The following representations and warranties shall be provided at closing:

a. Roseton shall provide the usual and customary representations and warranties to the Town of a transaction of this nature and scope as counsel to Roseton and the Town shall agree.

b. The Town shall provide the usual and customary representations and warranties to Roseton of a transaction of this nature and scope as counsel to the Town and Roseton shall agree.

c. Roseton and the Town will indemnify the other for the periods that the party did not own the Sewage Facilities. The indemnification shall cover costs and expenses including reasonable attorneys' fees and shall be more fully set forth in the contract.

d. Roseton shall surrender its franchise to provide sewer service to the service area at the closing.

e. Roseton shall furnish the Town with an affidavit in lieu of compliance with the bulk transfer provisions of the Uniform Commercial Code as in effect in the State of New York. The Town and Roseton agree to cooperate in complying with the requirements of New York law with respect to the transfer of assets contemplated hereunder. Roseton will indemnify the Town against any claim made by the State of New York for unpaid taxes.

3.5. The contract shall provide that the Town shall have the right to purchase at its sole cost and expense a Fee Title Insurance Policy for the real property fee and easements to be

conveyed pursuant to this Agreement (the "Property"). Upon the exercise of the Option, the Town will make application for a title insurance commitment (the "Title Commitment") to be issued by a recognized national title insurance company (the "Title Company") committing to insure the Town in an amount satisfactory to the Town, subject only to the Permitted Exceptions set forth hereinafter, and shall cause a copy of said Title Commitment to be delivered by the Title Company to Roseton at the address for receipt of Notice hereinafter provided. The Town shall also have the right to obtain a Survey of the Property at the Town's expense.

3.5.1 The Property is sold and shall be conveyed subject to (the "Permitted Exceptions").

- a. Zoning and subdivision laws and regulations, and landmark, historic, or wetlands designation.
- b. Consents for the erection of any structures on, under or above any streets on which the property abuts.
- c. Encroachments of stoops, areas, cellars, steps, trim and cornices, if any, upon any street or highway;
- d. Real estate taxes that are a lien, but are not yet due and payable, and
- e. Utility easements and variances between fences and property lines.

3.5.2 The Town shall have ten (10) days following receipt of the Title Commitment and the Survey, in which to object, in writing, to any matter therein other than the Permitted Exceptions (failing which the Town shall be deemed to have waived the right to raise objections to the Title Commitment and Survey). If within the ten (10) day period, the Town notifies Roseton of any Title or Survey objections, Roseton shall have, at its option and without any obligation to do so and without any obligation to file necessary lawsuits or incur any costs or expenses, thirty (30) days in which to cure or remove same.

3.5.3 If Roseton is unable or unwilling to cure or remove such Title and Survey objections to the satisfaction of the Title Company within such thirty (30) day period, Purchaser, at Purchaser's option and as Purchaser's sole and exclusive remedy, shall either:

- i. terminate its option, and neither party shall have any further rights or obligations in that regard, or
- ii. waive any such title objections or defects, and accept such Title as

Roseton is able to convey without offset, reduction or abatement in the Purchase Price (with the uncured objections or defects becoming Permitted Exceptions hereunder).

3.6 Town and Roseton agree that notwithstanding Roseton's having deposited certain executed or partially executed documents into escrow pursuant to the certain Escrow Agreement dated February 26, 2010, pending the option events set forth in Section 5 of the SWA, if the option is exercised pursuant to the terms of this Agreement, Roseton and its shareholder shall execute or re-execute and deliver such modified and updated versions of the documents as may be required to reflect the Option Price and close the purchase.

3.7 The Town will return to Roseton the existing balance of \$3,530 in the escrow deposit made by Roseton pursuant to Section 2.A.2 of the SWA to pay for procedural and professional services costs associated with the proceedings including reasonable engineering and legal fees which will enable the exercise of the option.

4. **RELEASES**

Each Party hereby releases, acquits, and forever discharges all other Parties to the Article 78 Proceeding, including their officers, boards, supervisors, board members, committee members, employees, agents, contractors, engineers, attorneys, successors, heirs and assigns of and from all actions, causes of actions, contracts, claims, demands, liabilities, losses, costs, expenses, or suits of any kind, in law or in equity with respect to all claims regarding or relating in any way to claims that were asserted or could have been asserted, prior to the date of this Agreement, based on the subject matter of the Article 78 Proceeding, including any claims for undercharges as addressed in Paragraph 2.1. Should the Town not exercise this Agreement, this provision would not apply to a subsequent rate request for reimbursement of the litigation costs

incurred for the Article 78 proceeding and subsequent costs associated with this Agreement or other not heretofore reimbursed through Roseton in rates.

5. DENIAL OF LIABILITY

This Agreement is given in compromise of disputed claims and this Agreement, and any payments and obligations hereunder, are not intended to be, and shall not be construed or interpreted to be, an admission of liability by any of the Parties with respect to the claims asserted in the Article 78 Proceeding.

6. AUTHORIZATION AND ENFORCEABILITY

Each signatory to this Agreement represents, acknowledges, and warrants that the execution, delivery, and performance of this Agreement has been duly authorized on its behalf by the requisite governing board or official in accordance with all legal requirements and procedures, and that the person signing on each Party's behalf has sufficient authority and has been duly authorized to execute this Agreement. The signatories to this Agreement also represent, acknowledge, and warrant that this Agreement constitutes a legal, valid, and binding obligation enforceable against the Parties in accordance with its terms.

7. ENTIRE AGREEMENT

This Agreement along with the SWA constitute the entire Agreement between the Parties, and the terms hereof are contractual and not merely recital. Except as expressly set forth in this Agreement and the SWA, there are no representations, warranties, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Agreement or any of its terms or conditions. All prior negotiations, proposed agreements, or

understandings, oral or written, are superseded by and merged into this Agreement. This Agreement and the SWA may not be further modified or extended orally.

8. TITLES AND HEADINGS

Titles and headings belonging to articles or sections herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

9. COUNTERPARTS

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

10. BINDING EFFECT AND BENEFIT

This Agreement shall apply to, be binding upon, and inure to the benefit of the Parties, their officers, directors, shareholders, members, employees, agents, boards, board members, council, council members, committee members, successors, and assigns.

11. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York.

12. NO PRESUMPTIONS

The Parties to this Agreement have freely negotiated this Agreement and have consulted with their respective attorneys concerning the terms of the Agreement. It is agreed that no provision in this Agreement will be presumptively construed against any Party hereto.

13. COSTS AND FEES

Each Party shall bear its own litigation costs and attorneys' fees. Each party will pay its own closing costs.

14. FULL COOPERATION

The parties pledge to provide to each other all reasonable cooperation and documentation in order to effectuate the purposes and intent of this Agreement.

15. JURISDICTION

The Parties consent to the jurisdiction of the Supreme Court of New York, Orange County, for the enforcement of this Agreement and any disputes arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have knowingly and voluntarily executed this Settlement Agreement as of the date set forth above.

THE TOWN OF NEWBURGH

By: Gilbert J. Piaquadio
Its: Supervisor

Witnessed by: _____

ROSETON HILLS SEWAGE-WORKS CORP.

Witnessed by: _____

By: Craig O'Donnell
Its: President

STATE OF NEW YORK)
 : ss.:
COUNTY OF ORANGE)

On _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Craig O'Donnell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

STATE OF NEW YORK)
 : ss.:
COUNTY OF ORANGE)

On _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Gilbert J. Piaquadio, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York

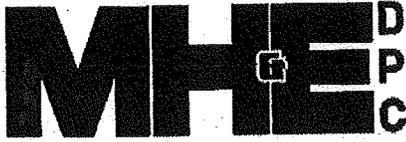
February 1, 2016

I am requesting the board hire SME Services Insurance Adjusters to itemize the contents of 21 Hudson Valley Plaza and supply a market value of the equipment.

The cost of the Service is \$ 150.00 per hour not to exceed \$ 1000.00

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature is stylized and appears to be the initials 'GAB'.

16A



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
MATTHEW J. SICKLER, P.E. (NY & PA)
PATRICK J. HINES

Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

(845) 567-3100
fax: (845) 567-3232
e-mail: mheny@mhepc.com

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

26 January 2016

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: JAMES OSBORNE, P.E., TOWN ENGINEER.

**SUBJECT: GOLD'S GYM (15-16)
STORMWATER SECURITY**

Dear Jim:

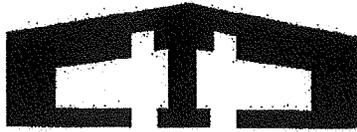
This office has received a cost estimate prepared by Commercial Industrial Construction Corporation of Newburgh, New York. The cost estimate is based on the plans last revised 12 October 2015. Based on the review of the cost estimate prepared by the Applicants Contractor this office recommends that the Stormwater Security include the \$90,802.00 as well as the top soil and seeding identified in the Landscaping costs of \$2,850.00 for a Total cost of \$93,652.00. It is noted that the cost estimate contains costs for landscaping and a fence which are not included in the Town of Newburgh Planning Board approval however, have been offered by the Applicant as a result of a meeting with neighboring property owners. In addition to the Stormwater security an Inspection Escrow in the amount of \$1,000.00 should be established.

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

Very Truly Yours,

Patrick J. Hines
Principal

cc: Gilbert Piaquadio, Town Supervisor
Mark Taylor, Town Attorney
John Ewasutyn, Planning Board Chairman
Mary Murphy, Gold's Gym



COMMERCIAL INDUSTRIAL CONSTRUCTION CORP.

9 Weyants Lane, Newburgh, New York 12550
845.564.8800 Fax 845.564.8801

COST ESTIMATE

STORM WATER DRAINAGE

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Total Cost</u>
Catch Basins	EA	7	\$ 17,860.00
1" HDPE	LF	300	\$ 9,142.00
Bedding	TN	100	\$ 3,510.00
Item 4 Backfill	TN	150	\$ 4,680.00
ROB Backfill	CY	100	\$ 3,640.00

BIORETENTION PONDS:

Bioretention Soil	CY	160	\$ 11,440.00
Pea Stone Diaphragm 1x1	LF	50	\$ 1,300.00

INFILTRATION BASIN:

BTM of Pond	SF	1765	\$ 4,130.00
Pea Stone Diaphragm 2x3	LF	50	\$ 1,560.00
Filter Fabric	EA	1	\$ 1,040.00

POROUS PAVEMENT:

Geogrid Fabric	EA	1	\$ 1,300.00
Reservoir Course 4"	TN	85	\$ 4,420.00
Filter Blanket 3"	TN	60	\$ 3,120.00
Filter Course 10"	TN	190	\$ 6,669.00
Chocker Course 4"	TN	85	\$ 4,420.00
Porous Asphalt	TN	85	\$ 12,155.00
6" SCD 80 Pipe	LF	20	\$ 416.00

TOTAL

\$ 90,802.00

LANDSCAPING

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Total Cost</u>
TREES:			
Picea Glauca / White Spruce	EA	11	\$ 4,400.00
FENCING:			
4' High Chain Link	LF	265	\$ 4,250.00
SEEDING:			
Top Soil / Seeding / Hay	SF	24000	\$ 2,850.00
TOTAL			<u>\$ 11,500.00</u>

PATRICK F. MOORE

Attorney At Law

135 N. Water Street

Poughkeepsie NY 12601

patrickfmoore@gmail.com

Telephone: 845-473-7773

Facsimile: 845-473-5951

January 25, 2016

Mark C. Taylor, Esq.
Rider, Weiner & Frankel P.C.
P.O. Box 2280
Newburgh, New York 12550

RE: Town of Newburgh w/Players Airport Limited Partnership

Dear Mr. Taylor:

Please find three (3) original Stormwater Control Facility Maintenance Agreements, each of which have been duly executed by my client.

Kindly have the appropriate Town Official sign where indicated, and return one original to me for my files.

I trust that you will hold this Agreement in escrow, pending the approval of the Town Planning Board of the Site Plan. This Agreement, was a component of the approval process, and I believe the last step to be taken.

Please note that I have copied the Engineering Consultants to the Planning Board, Mr. Pat Hines, and the Town Planning Board. Mark please sign the

date

Very truly yours,



PATRICK F. MOORE, ESQ.

PFM/wm
Enclosures

- cc: Patrick J. Hines, Consultant
- McGoey, Hauser & Edsell Consulting Engineers, P.C.
- cc: Town of Newburgh Planning Board
- cc: Ms. Mary Murphy
- cc: Jay Diesing RA AIA – Mauri Architects PC

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this ____ day of _____, 2016 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 ("Municipality") and PLAYERS AIRPORT LIMITED PARTNERSHIP, a Connecticut Partnership, having an address at 15 Racquet Road, Newburgh, New York 12550, otherwise known as GOLD'S GYM NEWBURGH, (the "Facility Owner").

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

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 7.25 acres more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

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

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

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality's Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as Gold's Gym Newburgh on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures.

Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

8. This agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys fees, incurred in enforcing this Agreement and curing a violation.

10. This agreement is effective _____, 2016.

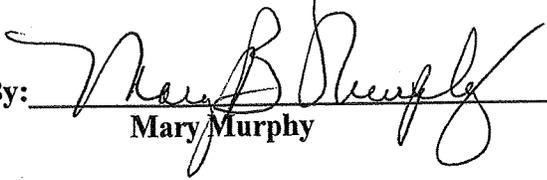
THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF NEWBURGH

PLAYERS AIRPORT LIMITED PARTNERSHIP

By: _____
Gilbert J. Piaquadio, Supervisor

By: 
Mary Murphy

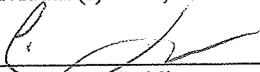
STATE OF NEW YORK:)
) SS.
COUNTY OF ORANGE:)

On the _____ day of _____, in the year 2016 before me, the undersigned, personally appeared **GIL PIAQUADIO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS.
COUNTY OF DUTCHESS)

On the 25 day of January, in the year 2016 before me, the undersigned, personally appeared **MARY MURPHY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.



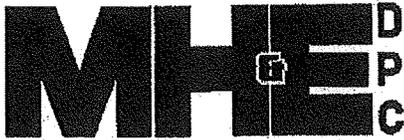
Notary Public

PATRICK F. MOORE
NOTARY PUBLIC, State of New York
Qualified in Dutchess County
Commission Expires 11/30/17

SCHEDULE A

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Newburgh, County of Orange and State of New York, being designated as Parcel A on a certain map entitled, "Subdivision Plan, lands of 9W Tennis Club, Inc." dated 12/11/1984 and filed 3/19/1985 in the Office of the Orange County Clerk as Filed Map No. 6957, being bounded and described as follows:

BEGINNING at a point in the northwesterly line of the existing Racquet Road, said point being, North 43 degrees 07' 55" East 592.10 feet from the point of intersection of said northwesterly line of Racquet Road with the northeasterly line of the existing NYS Route 17, said point of beginning also being on the division line between Parcel B, as shown on the above said filed map, on the southwest and Parcel A herein described on the northeast; thence, along the last said division line, North 58 degrees 44' 11" West 500.64 feet to a point on the division line between the individually lands now or formerly of Drake, Steins, Herron and O'Dell, respectively, on the northwest and Parcel A herein described on the southeast; thence, along the last said division line, the following two courses: North 28 degrees 05' 15" East 568.30 feet and North 25 degrees 27' 44" East 9.22 feet to a point on the division line between the lands now or formerly of Alleghany Property Holdings, Inc. on the northeast and Parcel A herein described on the southwest; thence along the last said division line, South 64 degrees 57' 41" East 503.74 feet to a point on the aforesaid northwesterly line of Racquet Road; thence, along the last said line, the following three courses: South 23 degrees 05' 04" West 347.14 feet, on a curve to the right having a radius of 700 feet and an arc length of 244.93 feet and South 43 degrees 07' 55" West 45.03 feet to the point or place of **BEGINNING**.



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)
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PATRICK J. HINES

16B
Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

(845) 567-3100
fax: (845) 567-3232
e-mail: mheny@mhepc.com

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

26 January 2016

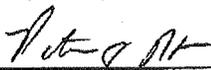
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: JAMES OSBORNE, P.E., TOWN ENGINEER
SUBJECT: SIEROTA (15-28)
LANDSCAPE SECURITY ESTIMATE

Dear Jim:

This office has received a cost estimate dated November 2016(2015) for the subject project, received on 22 January 2016. The cost estimate is based on the plans approved by the Planning Board 17 December 2015. Based on the review of the cost estimate this office takes no exception to the Town Board accepting security in the amount of \$15,873.00 for Landscape Security on the project. In addition to the Landscape Security an Inspection Escrow in the amount of \$1,000.00 should be established per Town of Newburgh requirements. Please feel free to contact the undersigned should you require any additional information regarding this matter.

Very Truly Yours,



Patrick J. Hines
Principal

cc: Gilbert Piaquadio, Town Supervisor
Mark Taylor, Town Attorney
John Ewasutyn, Planning Board Chairman
Ross Winglovitz, P.E.



Landscaping Bond Estimate

WO. NO. 1126.01	DATE 11/08/16	REVISED	SHEET 1	OF 1
--------------------	------------------	---------	------------	---------

PROJECT TITLE Sierota		LOCATION Town of Newburgh		
CALCULATED BY MP	APPROVED BY RW	REF DRAWING(S)		

Description	Quantity Required	Unit	Unit Price	Total Price
Landscaping				
Top Soil (6") and Seed	44	CY	\$13.00	\$572.00
Stone Retaining Wall	225	SF	\$33.00	\$7,425.00
Trees (Botanical Name)				
Betula nigra Heritage, 8-10'	7	EA	\$160.00	\$1,120.00
Pinus Strobus, 6'-8'	8	EA	\$125.00	\$1,000.00
Shrubs (Botanical Name)				
Cotoneaster Apiculatus	44	EA	\$30.00	\$1,320.00
Hamamelis Virginiana	16	EA	\$80.00	\$1,280.00
Juniperus Horizontalis 'Bar Harbor'	7	EA	\$30.00	\$210.00
Viburnum Rhytidophyllum	7	EA	\$70.00	\$490.00
Annuals/Perennials (Botanical Name)				
Achillea X 'Moonshine'	38	EA	\$16.00	\$608.00
Grasses (Botanical Name)				
Pennisetum Alopecuroides	27	EA	\$15.00	\$405.00
Subtotal				\$14,430.00
Contingency	10%			\$1,443.00
TOTAL				\$15,873.00



JOHN PLATT
COMMISSIONER

TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER

311 ROUTE 32
NEWBURGH, NY 12550

PHONE: 845-564-7813
FAX: 845-566-8903

To: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: January 4, 2016

Re: Budget Transfer

I respectfully request the following budget transfers.

Transfer from: (Utilities-Electric, Fuel Oil, Etc.)
8330.0481.4001 \$ 19,000.00

Transfer to: (NY Water Cost)
8330-0430.4002 \$ 12,000.00

Transfer to: (Repairs to Non-Vehicle Equipment)
8330.0474.4002 \$ 7,000.00

I am requesting that this item be placed on the next agenda for approval. If you have any questions or comments, I am available for discuss them with you.

JP/mb



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

18

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

January 26, 2016

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: ~~Andrew J. Zarutskie, Town Clerk~~

FROM: Robert J. Petrillo, Commissioner

RE: Sealed Bus Bid Request

The Recreation Department is requesting the Town Board to establish a sealed bid for 2016 busing. Senior citizen, youth/adult and summer camp trips are attached with dates, times and destinations. A copy of the bid package is also attached.

Regards,

Robert J. Petrillo
Commissioner

TOWN OF NEWBURGH
EQUIPMENT SPECIFICATIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

1. All buses must be model year 2008 or newer and equipped with anti-lock brakes.
2. The exterior of the bus must be well painted and clean with no signs of damage.
3. The interior of the bus must be clean with upholstery and flooring in good condition.
4. All on-board restroom facilities must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus.
5. Air-conditioning and heating must be in excellent working order.
6. All buses provided for scheduled trips MUST be in good condition and meet all Department of Transportation, Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to the Town of Newburgh for inspection.
7. If an inspection of your bus or buses is requested by the Town of Newburgh, the inspection should take place within ten (10) working days of request. The records for the bus or buses MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION. Failure to provide these records will eliminate your bid from consideration.
8. Vendor will be responsible for compliance with all DOT/FHWA regulations with regard to their service for The Town of Newburgh bus trip. If more than one (1) driver per bus is needed based on the bid itinerary, it is the vendor's responsibility to determine this need.
9. Any backup or replacement buses used must meet the same criteria as originally required in the bid specifications.
10. Buses shall have a capacity of at least 49 passengers plus driver, except, if the trip list specifies a larger passenger capacity, the bus provided must have at least that capacity.

Bidders shall specify the equipment proposed to be used in fulfilling the contract. Sufficient information to identify and assess the equipment shall be provided. As a minimum, provide the number of units, make, model, age, mileage, condition, style and capacity of the equipment that is proposed to be provided.

TOWN OF NEWBURGH
INSURANCE SPECIFICATIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

The successful bidder(s) shall supply and maintain insurance which defends, indemnifies and holds harmless the Town of Newburgh, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor.

The required insurance coverage shall not be less than the following:

Workers Compensation:	Statuary Requirements
NY State Disability:	Statuary Requirements
General Liability:	\$3,000,000
Automobile Liability:	\$2,000,000

IF YOU DO NOT HAVE A CURRENT CERTIFICATE OF LIABILITY INSURANCE ON FILE WITH THE TOWN OF NEWBURGH TOWN CLERK, IT MUST BE SUBMITTED WITHIN FIVE (5) WORKING DAYS OF REQUEST, OR YOUR BID(S) WILL BE ELIMINATED FROM CONSIDERATION IN THE BID AWARD(S).

The successful bidder(s) must furnish the Town with a Certificate of Insurance prior to commencement of work showing coverage in effect. If the certificate will expire before the trip(s) will be taken, a new certificate must be received fifteen (15) days prior to the expiration of your current policy. Insurance certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification to the Town of Newburgh in the event of cancellation, with a thirty (30) day notification period.

INSURANCE CERTIFICATES SHALL NAME THE TOWN OF NEWBURGH AS AN ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE TOWN WITH RESPECT TO ACTS OR OMISSIONS OF THE NAMED INSURED.

A fax copy of the certificate may be sent to the Town Clerk for purposes of the bid, but the original certificate of insurance must be received by the Town Clerk at least five (5) days prior to the scheduled trip date.

The Town reserves the right to terminate the contract if the vendor fails to keep these policies in force for the above amounts or for the duration of the contract period.

TOWN OF NEWBURGH
GENERAL SPECIFICATIONS, TERMS AND CONDITIONS
CHARTER BUS SERVICE
FOR RECREATION DEPARTMENT TRIP PROGRAM

Terms and Conditions

1. Bids are required to be submitted and will be awarded on an individual trip basis. If the vendor defaults in the performance of any trip, however, the Town reserves the right to terminate the bid award(s) to that vendor for all remaining awarded trips and to award the trip to the next lowest responsible bidder(s) for those trips.
2. The prices quoted herein, if accepted, will be considered guaranteed, unadjustable prices for the terms stated herein, unless otherwise so identified in other sections of this bid request.
3. The terms of the agreement awarded from this bid will commence on date of award and expire December 31, 2016, unless otherwise specified in this Request for Proposal/Quotation.
4. This bid agreement shall override any previous agreements for this item(s), except as otherwise provided herein.
5. The Town of Newburgh reserves the right to reject any and all bids if deemed in the best interest of the Town to do so. The Town shall have the authority to award orders, contracts, or services to the bidder(s) best meeting the specifications and conditions as judged solely by the Town.
6. All services shall be performed as described in this bid and shall comply in all respects with applicable Federal, State, County and Town Statutes and Codes.
7. The Town Board shall determine whether bid exceptions are minor in nature or represent a serious departure from the purpose and intent of the specifications and whether or not the best interests of the Town will be promoted by waiving original requirements and accepting exceptions.
8. The Town of Newburgh assumes no responsibility and no liability for costs incurred by bidders prior to the issuance of an agreement, contract or purchase order.
9. Vendors who submit a Proposal(s) in response to this bid may be required to give an oral presentation of their Proposal(s). The purpose of such presentation is to provide an opportunity for the vendor to clarify or elaborate on their bid.
10. Bids are solicited only from competent, experienced and financially qualified vendors who meet all the qualifications and or specifications of this bid document as determined solely by the Town of Newburgh.
11. The Town reserves the right to utilize transportation service from the successful bidder(s) for any and all programs and trips listed herein and to eliminate any program or trip location upon 48 hours notice before coach bus trips and 24 hours notice before school bus trips, at its discretion.
12. The Town reserves the right to request transportation service for additional programs and trips that are anticipated but cannot be identified at this time. Additional services needed shall be negotiated on an as needed basis based on trip location, time and service availability. The Town will solicit prices in accordance with its purchase policy guidelines.

Payment for Work Performed

Payment will be made on the completion of each trip for service in accordance with the price schedule submitted by the successful bidder(s). The Town does not guarantee the actual number of each item that will actually be required. The Town shall be held harmless by the successful bidder(s) for lost revenue, profit or any other hardship due to the actual services procured during the award period.

Bidder Qualification Requirements

1. Bids will only be accepted from thoroughly competent, experienced and financially qualified transportation service firms as determined solely by the Town of Newburgh. The bidder must demonstrate, upon request, that it has had five (5) years immediate acceptable prior experience in providing such services. The Town will be the sole judge as to any bidder's fulfillment of the stated requirements and qualifications.
2. All bidders must have a current and valid transportation business registration, licenses and permits as required by law at the time of bid submission and must remain valid for the entirety of the contract period.
3. All bidders and their commercial licensed drivers must hold a current and valid New York State Drivers License for providing this service.
4. All bidders shall be required to execute and submit a non-collusion statement with their bids in accordance with New York State law.
5. All bidders must supply at least three (3) references, including contact persons name, address and phone number for which they have provided similar services.

Firm
Description
Contact Person
Phone #

6. The successful bidder must comply with New York State Labor Laws.

It is mutually understood that the successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Town of Newburgh. Failure to comply with this requirement will result in the cancellation of this contract.

Cancellation/Termination

Any violation of the terms, conditions, requirements and/or non-performance of the contract shall result in immediate cancellation. The bid award may be immediately cancelled upon written notice for cause, including, but not limited to, the following:

- (1) failure to provide personnel or equipment to the Town's satisfaction or failure in any other way deliver to perform or provide service within the terms of contract;
- (2) failure of the equipment or service to meet specifications;
- (3) default by vendor in connection with any other prior Town of Newburgh trip;
- (4) misrepresentation by the vendor;
- (5) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the Town;
- (6) conflict of contract provisions with constitutional or statutory provisions of the laws of the State of New York or federal law; and
- (7) any other breach of contract.

The Town of Newburgh reserves the right without cause or penalty, to terminate the contract award at any time upon thirty (30) days written notice, when it has been determined to be in the best interest of the Town. Cancellation does not release the Vendor from its obligation to provide goods or services per the terms of the contract during the notification period.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal.

Company Name and Address

By: _____, an authorized representative
Signature

Dated: _____

Print Name & Title

Email Address: _____

Phone Number: _____

Fax Number: _____

CERTIFICATE OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder

Signature of Authorized Representative

Title

Name of Authorized Representative (Printed)

Date

NOTICE TO BIDDERS
39 BUS TRIPS
DURING CALENDAR YEAR
2016
RECREATION DEPARTMENT
TOWN OF NEWBURGH,
NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be accepted on behalf of the Town of Newburgh Town Board by the Town Clerk at 1496 Route 300, Newburgh, NY, 12550 until 10:30 a.m. prevailing time on _____ 2016, at which time bids will be publicly opened and read aloud in the meeting room of Town Hall.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES to the above address given and shall bear on the face thereof the name and address of the bidder and the item being bid.

BIDS SHALL BE ON FORMS PROVIDED BY THE TOWN CLERK. Forms and detailed specifications are available to interested bidders between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday at the Town Clerk's Office.

BIDS are for 28 charter bus trips to various locations, the first of which will take place on March 9, 2016 and the last of which is scheduled for February 25, 2017. The buses shall have a capacity of at least 49 passengers plus driver and must be equipped with lavatory facilities. Also included for BIDS are 11 school bus trips to various locations, first of which will take place on June 28, 2016 and the last of which is scheduled for August 11, 2016.

BIDDERS will be requested to submit individual bids per trip. The Town reserves the right to award trips individually for each trip.

TRIPS to be bid upon are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hours before the trip for coach bus trips and 24 hours for school bus trips. The list of trips is subject to increase as special events, tickets and shows may come up during the course of the year. At that time, the Recreation Department shall solicit prices in accordance with the Town's purchase policy.

THE LIST OF TRIPS is available as a part of the specifications available from the Town Clerk's office.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF NEWBURGH
ANDREW J. ZARUTSKIE,
TOWN CLERK

Bus Trips --- Town of Newburgh Recreation --- 2016
49 or 55 passenger Motor Coach with lavatory and DVD player

Item #	Date of Trip	Destination (All are round trip)	Depart Time	Approx. Return Time	# of Buses Needed	49 pass.	55 pass.
1	3/9/16	The Brownstone Paterson NJ	9:45am CLP	5:30pm CLP	1		
2	3/21/16	Villa Roma Callicoon NY	9:00am CLP	6:00pm CLP	1		
3	4/7/16	The Bardavon Poughkeepsie NY	12:45pm CLP	4:30pm CLP	1		
4	4/12/16	Saratoga Casino Saratoga NY	9:00am CLP	6:30pm CLP	1		
5	4/16/16	New England Carousel Museum Bristol CT	9:00am RC	5:00pm RC	1		
6	4/20/16	Hunterdon Hills Playhouse Hampton NJ	9:30am CLP	5:30pm CLP	1		
7	5/11/16	Westchester Dinner Theatre Elmsford NY	9:30am CLP	5:30pm CLP	1		
8	6/9/16	Historic Huguenot St, New Paltz NY Water St Market, New Paltz NY	9:45am CLP	5:00pm CLP	1		
9	6/22/16	Monticello Casino, Monticello NY Forestburgh Playhouse, Forestburgh NY	9:15am CLP	6:00pm CLP	1		
10	6/25/16	Mohegan Sun Wilkes Barre PA	9:00am RC	6:30pm RC	1		
11	7/6/16	Ehrhardt's Hawley PA	9:00am CLP	5:15pm CLP	1		
12	7/12/16	Aqua Turf Plantsville CT	9:00am CLP	5:00pm CLP	1		
13	7/16/16	Mystic Aquarium Mystic CT	8:00am RC	8:30pm RC	1		
14	7/27/16	Citi Field Flushing NY	4:00pm RC	12:00am RC	1		
15	8/6/16	Cort Theatre New York NY	9:30am RC	6:30pm RC	1		
16	8/11/16	Mohegan Sun Casino Uncasville CT	9:00am CLP	9:00pm CLP	1		
17	8/15/16	Yankee Stadium Bronx NY	4:00pm RC	12:00am RC	1		
18	8/16/16	The Jefferson House Lake Hopatcong NJ	9:15am CLP	5:00pm CLP	1		
19	9/7/16	Woodloch Pines Hawley PA	3:15pm RC	11:00pm RC	1		
20	9/17/16	Empire State Plaza, Albany NY Dutch Apple Cruises, Albany NY City Tour w/Local Cheese Factory, Albany NY	8:30am RC	7:00pm RC			
21	10/1/16	Saratoga City Tour w/Batcheller Mansion Saratoga NY	8:30am RC	6:30pm RC	1		
22	10/13/16	Stony Hill Inn Hackensack NJ	9:30am CLP	5:00pm CLP	1		
23	10/20/16	Split Rock Resort Lake Harmony PA	8:45am CLP	6:30pm CLP	1		
24	11/10/16	The Brownstone Paterson NJ	9:45am CLP	5:30pm CLP	1		
25	11/18/16	Stroudsmoor Country Inn, Stroudsburg PA Shawnee Playhouse, Shawnee on Delaware PA	9:15am CLP	6:30pm CLP	1		

Continued - Bus Trips --- Town of Newburgh Recreation --- 2016

49 Pass 55 Pass

26	12/TBA	Theatre TBA New York NY	9:00am RC	7:00pm RC	1		
27	1/28/17	Mohegan Sun Casino Uncasville CT	9:00am RC	9:00pm RC	1		
28	2/25/17	Sands Casino Bethlehem PA	9:00am RC	8:00pm RC	1		

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.
This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1700 Route 300 Newburgh NY)**RC = Town of Newburgh Recreation Center (311 Route 32 Town of Newburgh)**

Bus Company: _____

Address: _____

Contact person: _____

Phone #: _____

Town of Newburgh Recreation -- Bus Schedule-Camp Chadwick 2016**Pricing for School Buses (44 adult, 66 children)****All are Round Trips - From Chadwick Lake Park (1700 Route 300)**

Item #	Date	Destination	Depart Time	Approx. Return Time	# of Buses Needed	Cost Per Bus
1	6/28/16	Belleayre Mountain Highmount NY	9:00am	4:30pm	4	
2	6/30/16	Splash Down Fishkill NY	9:30am	3:30pm	4	
3	7/6/16	Ulster County Pool New Paltz NY	9:30am	3:30pm	4	
4	7/7/16	Club Getaway Kent CT	8:30am	6:00pm	4	
5	7/14/16	Lake Compounce Britol CT	9:00am	6:00pm	4	
6	7/20/16	Ulster County Pool New Paltz NY	9:30am	3:30pm	4	
7	7/21/16	Brownstone Discovery Park Portland CT	9:00am	5:30pm	4	
8	7/18/16	Kruckers Pomona NY	9:00am	4:15pm	4	
9	8/TBA	Showtime Cinemas Newburgh NY	10:00am	1:00pm	4	
10	8/4/16	Mt Creek Vernon NJ	9:00am	5:30pm	4	
11	8/11/16	Camelback Beach Tannersville PA	8:30am	7:30pm	4	

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.

This list is subject to increase as special events, tickets and shows may come up during the course of the year.

Bus Company: _____

Address: _____

Contact person: _____

Phone #: _____