

*Andrew J. Zarutskie  
Town Clerk  
Town of Newburgh  
1496 Route 300  
Newburgh NY 12550  
Tel.(845) 564-4554*

# **AGENDA**

## **AUDIT/WORKSHOP TOWN COUNCIL MEETING**

**Wednesday, March 27, 2013**

**(7:00 p.m.)**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. APPROVAL OF AUDIT**
- 6. LEGAL: Agreements for Use of Town Equipment & Buildings**
- 7. OUTSIDE USER REQUEST: Crystal Run Village**
- 8. POLICE V & T: Carter Avenue (Discussion on Traffic Calming)**
- 9. FLEET MAINTENANCE: Emergency Lighting Bill**
- 10. PARKS, RECREATION & CONSERVATION:**
  - A. Mill Street Property**
  - B. Loan of Trolley**
- 11. PLANNING BOARD: Parke Lane Recreational Fees**
- 12. ENGINEERING: Chadwick Lake Filter Plant Manganese Treatment**
- 13. DATA PROCESSING:**
  - A. Purchase of Computer Maintenance Time**
  - B. Copier – Town Clerk’s Office**
- 14. POSSIBILITY OF EXECUTIVE SESSION: Town of Newburgh Consolidates Water District Consent Fee**
- 15. ADJOURNMENT**

**5. APPROVAL OF AUDIT**

6. **LEGAL: Agreements for Use of Town Equipment & Buildings**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR BORROWED EQUIPMENT**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (the "Borrower") and the TOWN OF NEWBURGH a municipal corporation having its principal offices at 1496 Route 300, Newburgh, New York (the "Town").

WHEREAS, the Town owns certain personal property/equipment listed in Schedule A annexed hereto (the "Equipment"); and

WHEREAS, the Borrower has requested the use of Equipment for the following event: to be conducted on \_\_\_\_\_, \_\_\_\_\_ at the following place \_\_\_\_\_: \_\_\_\_\_ (the "Event") and

WHEREAS, the Borrower in order to induce the Town to permit the Borrower to use the Equipment is prepared to enter into this Agreement and represent and warrant the undertakings as hereinafter set forth.

NOW, THEREFORE, the Borrower and the Town agree as follows:

1. In consideration of the Town permitting the Borrower to use the Equipment for the Event, the Borrower agrees to defend, indemnify, save and hold the Town, its officers, agents and employees harmless from any and all claims, damages, losses, liabilities, obligations, penalties, litigation, demands, judgments, suits and proceedings that might arise at any time from the transportation to and from, storage, operation and use of the Equipment for the Event, including but not limited to the Town's reasonable costs and expenses, including counsel fees.

2. Borrower shall obtain any and all governmental approvals for the transportation, storage, operation and use of the Equipment for the Event and represents and warrants to the Town that the Town's permission to use the Equipment is an accommodation to Borrower and the Borrower assumes all risk of loss arising from the transportation, storage, operation and use of the Equipment for the Event.

3. Borrower agrees to pay to the Town the reasonable cost of any repair or replacement of the Equipment which arises from damage to the Equipment occurring during the transportation to and from, storage, operation and use of the Equipment for the Event.

4. Borrower shall obtain and maintain the following insurance in the minimum amounts specified below covering the transportation to and from, storage, operation and use of the Equipment for the Event which shall name the Town as an additional insured:

- i. Comprehensive General Liability Policy with limits of liability of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and, if the Equipment listed on Schedule "A" includes one or more vehicles:
- ii. Comprehensive Automobile Liability Policy for "any auto" with a combined limit of liability of at least \$1,000,000.

5. The Equipment shall not be transported from Town property until all the insurance required under this Agreement has been obtained and such insurance has been approved by the Town. Certificates of Insurance evidencing such insurance shall be filed with the Town prior to transport of the Equipment. These Certificates shall contain a provision that the coverage afforded under the policies will not be cancelled unless at least ten (10) days prior written notice has been received by the Town.

6. The Borrower acknowledges that the Town, its officers, agents and employees have made no representation or warranty with regard to the suitability or condition of the Equipment and the Borrower will perform its own inspection prior to the operation and use of the Equipment for the Event.

7. The Borrower represents that each item of Equipment will not be operated or used in an unsafe manner or in violation of any known manufacturers guidelines and acknowledges that the Town reserves the right to require that the Equipment item be removed from service or shut down in the event any such violation is reported or observed.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN OF NEWBURGH

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

Wayne C. Booth, Supervisor

SCHEDULE "A"

Town of Newburgh Items of Personal Property/Equipment

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR BUILDING USE**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, (the "Licensee") and the TOWN OF NEWBURGH a municipal corporation having its principal offices at 1496 Route 300, Newburgh, New York (the "Town").

WHEREAS, the Town owns certain real property and the building, parking area and related improvements located at \_\_\_\_\_ (collectively the "Building"); and

WHEREAS, the Licensee has requested to use the \_\_\_\_\_ room in the Building on \_\_\_\_\_, \_\_\_\_\_ for purposes of conducting a meeting/conference/public hearing (the "Event") and

WHEREAS, the Licensee in order to induce the Town to permit the Licensee to use the Building is prepared to enter into this Agreement and to represent and warrant the undertakings as hereinafter set forth.

NOW, THEREFORE, the Licensee and the Town agree as follows:

1. In consideration of the Town permitting the Licensee to use the Building for the Event, the Licensee agrees to defend, indemnify, save and hold the Town, its officers, agents and employees harmless from any and all claims, damages, losses, liabilities, obligations, penalties, litigation, demands, judgments, suits and proceedings that might arise at any time from the Licensee's use of the Building for the Event, including but not limited to the Town's reasonable costs and expenses, including counsel fees.
2. Licensee shall observe occupancy limits and any and all other governmental laws, rules and regulations governing the use of the Building for the Event and represents and warrants to the Town that the Town's permission to use the Building is an accommodation to Licensee and the Licensee assumes all risk of loss arising from the use of the Building for the Event.
3. Licensee agrees to pay to the Town the reasonable cost of any repair or replacement of the any section or all of the Building for damage to the Building arising from Licensee's use of the Building for the Event.
4. Licensee shall obtain and maintain the following insurance in the minimum amounts specified below covering the transportation to and from, storage, operation and use of the Building for the Event which shall name the Town as an additional insured:

Comprehensive General Liability Policy with limits of liability of at least \$1,000,000

per occurrence and \$2,000,000 in the aggregate.

5. The Building shall not be used by the Licensee until the insurance required under this Agreement has been obtained and such insurance has been approved by the Town. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Town prior to use of the Building. The Certificate shall contain a provision that the coverage afforded under the policy will not be cancelled unless at least ten (10) days prior written notice has been received by the Town.

6. The Licensee acknowledges that the Town, its officers, agents and employees have made no representation or warranty with regard to the suitability or condition of the Building and the Licensee will perform its own inspection prior to the use of the Building for the Event.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN OF NEWBURGH

\_\_\_\_\_  
By: Wayne C. Booth, Supervisor



AUDIT # 6

March 27, 2013

VOUCHERS: 131093 to 131339

FUND	REGULAR	PREPAID
GENERAL	\$ 415,802.52	\$ 155,120.37
TRUST & AGENCY	6,985.20	-
STREET LIGHTING	-	-
HIGHWAY	85,165.59	7,752.57
WATER	209,831.03	11,113.31
SEWER	14,880.30	1,192.71
WATER CAPITAL	1,103,335.47	-
SEWER CAPITAL	-	-
HIGHWAY CAPITAL	-	-
GENERAL CAPITAL	-	-
SPECIAL DISTRICT	-	-
TOTAL	\$ 1,836,000.11	\$ 175,178.96
GRAND TOTAL	<u>\$ 2,011,179.07</u>	

MAR 27 2013

AUDIT # 6

3/27/2013

6

VOUCHERS: 131093 to 131339

Audit Date: March 27, 2013

To the Supervisor:

I certify that the vouchers listed above were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized and directed to pay each of the claimants the amount opposite his name.

I acknowledge the following vouchers are in violation of New York State's General Municipal Law section 103 (Competitive Bidding Laws) and approve payment thereof.

<u>Voucher</u>	<u>Vendor Name</u>	<u>Amount</u>
131229	Holland Co.	6,930.00
131260	Amthor welding	720.00
131261	Amthor welding	128.30

Dated: \_\_\_\_\_

\_\_\_\_\_  
Andrew J. Zarutskie, Town Clerk

Town Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

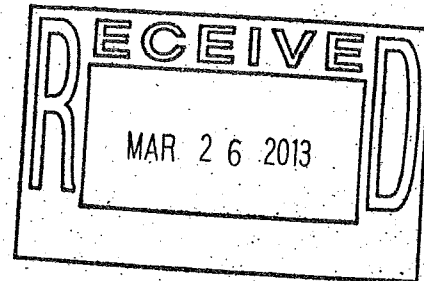
Exceptions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. OUTSIDE USER REQUEST: Crystal Run Village**

MAR 27 2013

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



**MEMORANDUM**

**TO:** Wayne Booth, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** March 26, 2013  
**RE:** S \ GIDNEY SEWER DISTRICT – OUTSIDE USER REQUEST

Crystal Run Village Inc., is requesting permission to hook-up to the municipal sewer system at the intersection of Fostertown Road and Wells Road. An existing single family house exists on the lot and an addition is planned to be constructed for a 6 bedroom house for a group home for disabled adults. The property in question – Section 17, Block 4, Lot 8.12 – is not in the Gidney Sewer District and would need to execute an Outside User Agreement to receive a Sewer Connection Permit. Therefore, the Town Board needs to grant Outside User Status to the property and authorize the Supervisor to execute the Outside User Agreement.

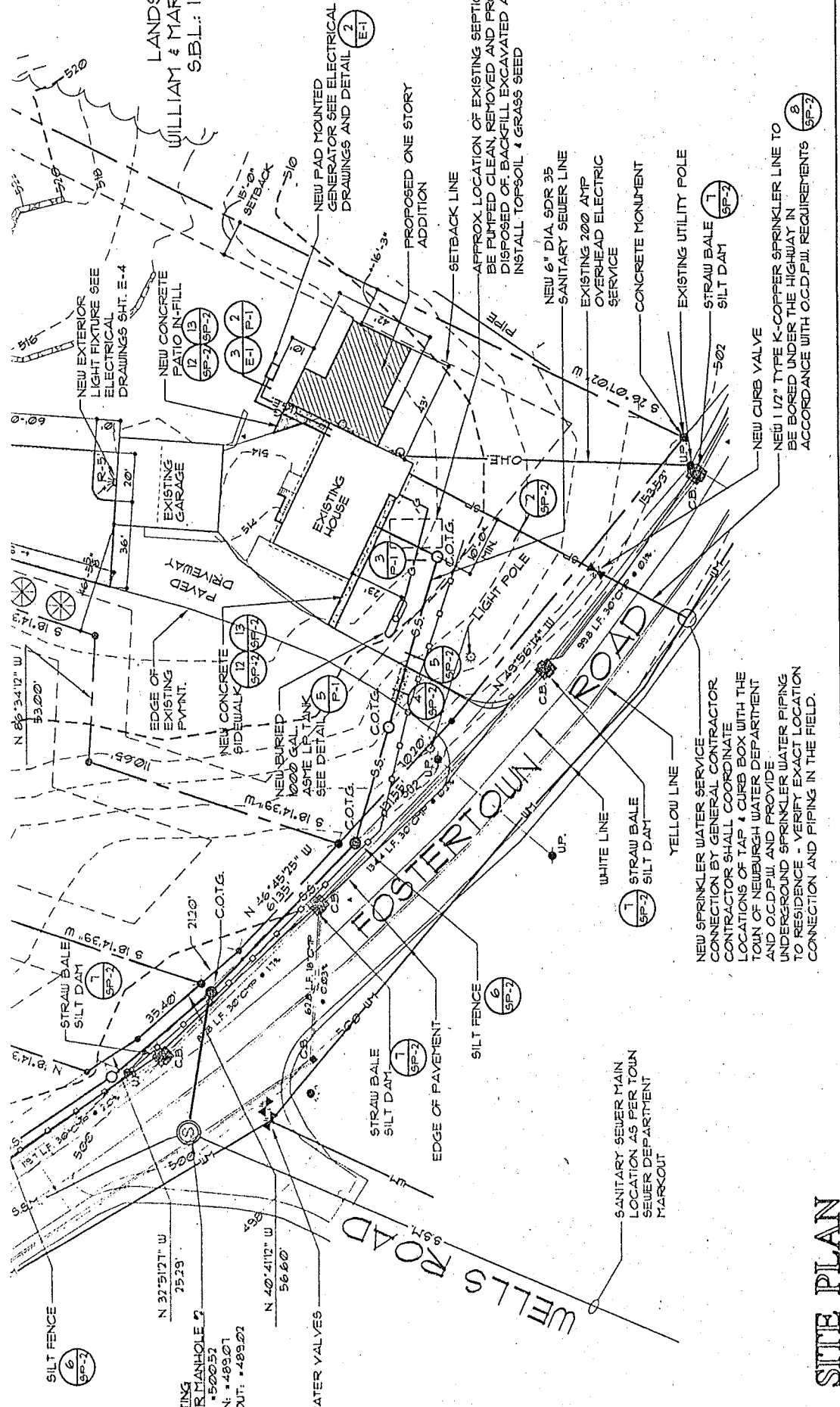
As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id

Attachment

cc: M. Taylor, Attorney  
J. Venezia, Assessor  
ML. Venuto, Recr. of Taxes  
J. Platt, DPW Comm.

LANDS N/F  
WILLIAM & MARY PETRILLO  
S.B.L.: 17-4-9



# SITE PLAN

SCALE: 1" = 40'-0"

INFORMATION FOR SITE PLAN TAKEN FROM SURVEY PREPARED BY:

TALCOTT ENGINEERING DESIGN, PLLC

1 GARDNERTOWN ROAD

NEUBURGH, N.Y. 12550

CHARLES T. BROWN, P.E.

P.O. BOX 4470

NEW WINDSOR, N.Y. 12553

SURVEY OF LANDS OF

CRYSTAL RUN VILLAGE

350 FOSTERTOWN ROAD

NEUBURGH, N.Y.

NOVEMBER 9, 2013

TAX MAP REF: SECTION 17 BLOCK 4 PARCEL 8-2

BE ADVISED THAT ALL SANITARY SEWER MANHOLES FOUND WERE LOCATED AND ARE SHOWN ON THIS PLAN ALONG WITH THE MARK-OUTS PROVIDED BY THE TOWN OF NEUBURGH SEWER DEPARTMENT. HOWEVER, PRIOR TO COMMENCING ANY EXCAVATIONS TO ENGAGE THE SEWER LINE THE HORIZONTAL AND VERTICAL LOCATIONS OF THE SEWER MAIN SHOULD BE VERIFIED ELECTRONICALLY AND/OR BY HYDRO EXCAVATION, PARTICULARLY BETWEEN MANHOLES 7 AND 8 AS NUMBERED HEREON.

NEW SPRINKLER WATER SERVICE CONNECTION BY GENERAL CONTRACTOR CONTRACTOR SHALL COORDINATE LOCATIONS OF TAP & CURB BOX WITH THE TOWN OF NEUBURGH WATER DEPARTMENT AND O.C.D.P.W. AND PROVIDE UNDERGROUND SPRINKLER WATER PIPING TO RESIDENCE - VERIFY EXACT LOCATION CONNECTION AND PIPING IN THE FIELD.

APPROX LOCATION OF EXISTING SEPTIC TANK TO BE PUMPED CLEAN, REMOVED AND PROPERLY DISPOSED OF BACKFILL EXCAVATED AREA AND INSTALL TOPSOIL & GRASS SEED

NEW PAD MOUNTED GENERATOR SEE ELECTRICAL DRAWINGS AND DETAIL (E-1)

PROPOSED ONE STORY ADDITION

NEW 6" DIA. SDR 35 SANITARY SEWER LINE

EXISTING 2000 A/F OVERHEAD ELECTRIC SERVICE

CONCRETE MONUMENT

EXISTING UTILITY POLE

STRAW BALE SILT DAM (SP-2)

NEW 1 1/2" TYPE K-COPPER SPRINKLER LINE TO BE BORED UNDER THE HIGHWAY IN ACCORDANCE WITH O.C.D.P.W. REQUIREMENTS (SP-2)

NEW CURB VALVE

NEW CONCRETE PATIO IN-FILL (SP-2)

NEW EXTERIOR LIGHT FIXTURE SEE ELECTRICAL DRAWINGS SHT. E-4

EXISTING GARAGE

EXISTING HOUSE

PAVED DRIVEWAY

EDGE OF EXISTING PAVT.

NEW CONCRETE SIDEWALK (SP-2)

NEW BURIED 1000 GAL. ASHLE LF. TANK SEE DETAIL (P-1)

LIGHT POLE

WHITE LINE

STRAW BALE SILT DAM (SP-2)

YELLOW LINE

WATER VALVES

SILT FENCE (SP-2)

EDGE OF PAVEMENT

SANITARY SEWER MAIN LOCATION AS PER TOWN SEWER DEPARTMENT MARKOUT

**8. POLICE V & T: Carter Avenue (Discussion on Traffic Calming)**

MAR 27 2013

8

RECEIVED 3-22-13



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

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

**(845) 564-1100**

To: Wayne Booth, Town Supervisor  
From: Chief Michael Clancy  
Subject: Carter Avenue  
Date: March 22, 2013

With regards to the possible placement of stop signs along Carter Avenue, it is my opinion that the placement of said signs at different points along the road would cause motorists to reduce their speeds and make for a safer travel.

Before forming this opinion, I looked at several factors. First, I reviewed the results of the 2012 traffic study commissioned by the Town which showed that a high percentage of drivers on Carter Avenue are exceeding the speed limit and that some speeds were more than double the posted speed limit. I then examined the character of the road and noted that it's quite narrow with no shoulders. Many residents must back out of their driveways to get onto the road which can be difficult during peak times and when other drivers are well over the speed limit. Lastly, I took into consideration dozens of complaints made to the Police Department by Carter Avenue residents complaining of both high speed traffic and reckless driving that, they claim, occurs daily and poses a risk of accidents.

It would be my recommendation that if stop signs were to be placed on Carter Avenue, they should be placed facing both directions at both the Leslie Road and Brooker Drive intersections. I would further recommend that if signs are installed, that they be covered up for a period of about three weeks to afford passing motorists a chance to see that new signs are there and will soon be in effect.

**9. FLEET MAINTENANCE: Emergency Lighting Bill**



MAR 27 2013

9

**TOWN OF NEWBURGH  
FLEET MAINTENANCE  
88 GARDNERTOWN ROAD  
NEWBURGH, NY 12550  
(845) 561-2288 Fax# (845) 561-3975**

**TO: Wayne Booth, Supervisor, and Town Board Members**

**FROM: James LaColla, Head Mechanic-Fleet Maintenance**



**DATE: March 25, 2013**

**RE: Emergency Lighting Bid**

**CC: Jacqueline Calarco, Accountant  
Michael Clancy, Chief of Police  
Andrew Zarutski, Town Clerk**

On Friday March 22<sup>nd</sup>, a bid opening was held for Emergency Equipment packages for four (4) Police Interceptors. Two vendors submitted bids. (Attached) I recommend that the lower bid of \$29,698 from NYCOMCO (Hudson Valley Safety Lighting) be accepted. If there are any questions regarding this matter please contact me. Thank You.

**Emergency Equipment Police Interceptors 2013 Bid**

Bid Opening March 22, 2013 @ 10:00 a.m.

Present at opening

Andrew Zarutskie, Town Clerk

Deborah A. Smith, Deputy Town Clerk

James LaColla, Head Mechanic

**BIDDER**

**AMOUNT**

Nycomco.

\$ 29,698<sup>00</sup>

Goosetown

\$ 29,849<sup>60</sup>

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FLEET MAINTENANCE  
JAMES LACOLLA, HEAD MECHANIC

MARCH 4, 2013

Please set a bid opening date for the purchase and installation of Emergency Equipment Packages for four (4) 2013 Ford Police Interceptors.

Equipment will include the following:

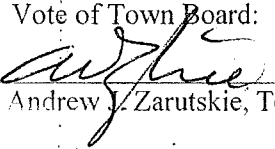
- 8 Whelen SLPMMWR Slimlighters (windshield mounted)
  - 4 Whelen SLPMMRB Slimlighters (rear window mounted)
  - 8 Whelen IONSMD LED lights (intersection lights)
  - 32 Whelen VTX609 super LED Vertex Hide A Ways (front corner, brake, backup and headlights)
  - 8 Whelen RSR03ZCR TIR3 LED lights (grill lights)
  - 8 Whelen RBKT1 grill light brackets
  - 4 Whelen MBFT11DD LED mirror mounted lights
  - 4 Delta UTMD-MB siren/light controller
  - 4 Whelen SA315P 100 watt siren speaker W/ mounting bracket
  - 4 Unity 211010-0002 driver side A post spotlight W/ black housing
  - 4 Unity 258 spotlight mounting bracket kit
  - 4 Laguna FE3501 transport seat
  - 4 Setina PK0107TAU10SCA Prisoner partition
  - 4 Setina PP7254 Lower partition extension
  - 4 Setina GK10301S1U Dual gun locking system
  - 4 Havis Shield C-VS-1308-INSE 21" console
  - 4 Havis Shield C-LP-3 12 volt power plugs
- [REDACTED]**
- [REDACTED]**

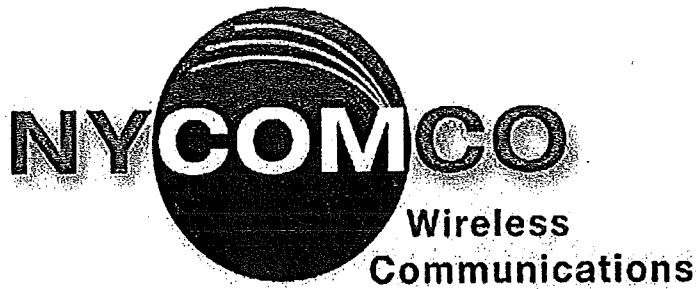
APPROVED

Date of Town Board Action:

MAR - 4 2013

Vote of Town Board: 5-0

  
Andrew J. Zarutskie, Town Clerk



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53 West Cedar Street  
Poughkeepsie, NY 12601  
845-471-5520  
845-471-5593 (fax)  
jeff25@nycomco.com

March 22, 2013

Town of Newburgh Town Board

Dear Board Members,

Below is an itemized bit to outfit 4 Ford Taurus police vehicles. We truly appreciate the opportunity to bid your emergency vehicle lighting project.

- 8 Whelen SLPMMWR Slimlighters W/ mounting brackets (windshield mounted): \$300.00 X 8 = **\$2,400.00**
- 4 Whelen SLPMMRB Slimlighters W/ mounting brackets (rear window mounted): \$300.00 X 4 = **\$1,200.00**
- 8 Whelen IONSMD LED lights (intersection lights): \$134.00 X 8 = **\$1,072.00**
- 32 Whelen VTX609 super LED Vertex Hide A Ways (front corner, brake, backup and headlights): \$76.00 x 32 = **\$2,432.00**
- 8 Whelen RSR03ZCR TIR3 LED lights (grill lights): \$72.00 X 8 = **\$576.00**
- 8 Whelen RBKT1 grill light brackets: \$9.00 X 8 = **\$72.00**
- 4 Whelen MBFT11DD LED mirror mounted lights: \$275.00 X 4 = **\$1,100.00**
- 4 Delta UTMD-MB siren/light controller: \$675.00 X 4 = **\$2,700.00**
- 4 Whelen SA315P 100 watt siren speaker W/ mounting bracket: \$195.00 X 4 = **\$780.00**
- 4 Unity 211010-0002 driver side "A" post spotlight W/ black housing: \$145.00 X 4 = **\$580.00**
- 4 Unity 258 spotlight mounting bracket kit: \$53.00 X 4 = **\$212.00**
- 4 Laguna FT3501 transport seat: \$495.00 X 4 = **\$1,980.00**
- 4 Setina PK0107TAU10SCA Prisoner partition: \$508.00 X 4 = **\$2,032.00**
- 4 Setina PP7254 Lower partition extension: \$55.00 X 4 = **\$220.00**
- 4 Setina GK10301S1U Dual gun locking system: \$349.00 X 4 = **\$1,396.00**
- 4 Havis Shield C-VS-1308-INSE 21" console: \$365.00 X 4 = **\$1,460.00**
- 4 Havis Shield C-LP-3 12 volt power plugs: \$39.00 X 4 = **\$156.00**
- 4 Labor for installation: \$2,200.00 X 4 = **\$8,800.00**
- 4 Freight: **\$530.00**

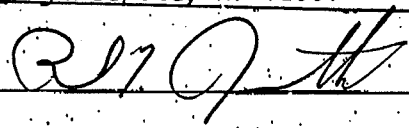
**GRAND TOTAL: \$29,698.00**

**FORM C**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

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.

The bidder further certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town treasury is directly or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

Bidder Name and Address: New York Communications  
53 West Cedar Street  
Poughkeepsie, NY 12601

Signature (Authorized): BY: 

Title: President

Date: 3-20-13



58 NORTH HARRISON AVENUE  
CONGERS, NY 10920  
(845) 268-7500  
FAX (845) 268-5345

(888) 466-7386

34 GARDEN STREET  
NEW ROCHELLE, NY 10801  
(914) 576-3607  
FAX (914) 576-3642

March 21, 2013

Mr. Andrew J. Zarutskie  
Town Clerk  
Town of Newburg  
1496 Route 300  
Newburg, NY 12550

Seal Bid Due 10a.m. 3/22/13

Dear Mr. Zarutskie,

Goosetown Communications is please to submit the enclosed quote as a response to your request for bid. We take exception to your 20 mile requirement. Our service facility is located in Congers, New York, and is 27.3 miles from your facility. Our price includes transporting your vehicles to and from our facility on a car carrier.

If you have any questions please feel free to contact us at 845-268-7500.

Thank you for considering Goosetown Communications. The source for all your communications needs.

Regards,

David Gottlieb  
Vice President



**MOTOROLA**  
SOLUTIONS

Radio Solutions



**MOTOROLA**  
SOLUTIONS

Service Partner



**Goosetown Communications**

Phone: 845-268-7500 Fax: 845-268-5345

58 N. Harrison Ave  
Congers, NY 10920

**Quote**

No.: **355**

Date: 3/21/2013

Prepared for:

Town of Newburgh Police  
300 Gardnertown Road  
Newburgh, NY 12550 United States

Prepared by: Jerry Ables

Account No.: 2911  
Phone: (845) 564-1100  
Fax: (845) 564-1870

Qty.	Part Number	Description	UOM	Sell	Total
8.00	96246120006	Installation of Slim Lighter LED Lights To Front Window Area	EA	\$95.00	\$760.00
8	SLPMMRC	SLIMLIGHTER SUPER-LED RED/WHT	EA	\$222.00	\$1,776.00
4.00	96246120006	Installation of Slim Lighter To Rear Window Area	EA	\$95.00	\$380.00
4	SLPMMRB	SLIMLIGHTER SUPER-LED RED/BLU	EA	\$222.00	\$888.00
4.00	96246120006	Installation of Intersection Lights	EA	\$95.00	\$380.00
8	IONSMD	SURFACE MT ION LT RED/WHT	EA	\$100.20	\$801.60
4.00	96246120018	Installation of eight (8) Vertex LED Hideaways	EA	\$522.50	\$2,090.00
8	VTX609R	VERTEX SUPER-LED LIGHT RED	EA	\$77.40	\$619.20
24	VTX609C	VERTEX SUPER-LED LIGHT WHITE	EA	\$77.40	\$1,857.60
4.00	96246120006	Installation of Grill Lights (Halogen or LED)	EA	\$95.00	\$380.00
8	RSR03ZCR	TIR3 HORIZ. SYNC. RED	EA	\$55.80	\$446.40
8	RBKT1	ANGLE BRACKET FOR SINGLE TIR3	EA	\$6.30	\$50.40
4.00	96246120019	Installation of mirror strobes or LED's	EA	\$190.00	\$760.00
4	MBFT11DD	ION Mirror-Beam Taurus RW-RW	EA	\$211.80	\$847.20
4.00	96246120004	Installation of Siren and Siren Speaker	EA	\$380.00	\$1,520.00
4	UTMD-MB	Touchmaster Delta Siren W/ Mic	EA	\$675.00	\$2,700.00
4	SA315P	SA315P SPEAKER, BLACK PLASTIC	EA	\$186.00	\$744.00
4.00	96246120005	Installation of Console	EA	\$190.00	\$760.00
4	C-VS-1508-INSE	CON,VS,23TMS,_DG,HC,INSE,2013,	EA	\$262.50	\$1,050.00
4	C-LP-3	CON,ACSY,PLT,IM,2MS,[3]LPO,	EA	\$30.80	\$123.20
4.00	96246120031	Installation of cage partition - Sedan , Van or SUV	EA	\$237.50	\$950.00
4	FE3501	Laguna Seat W/ Laguna Seat Belts	EA	\$595.00	\$2,380.00
4	PK0107TAU12SCA	Setina Partition Uncoated	EA	\$499.00	\$1,996.00
4	PP7254	Lower Extension Panel	EA	\$65.00	\$260.00
4.00	96246120029	Installation of shotgun/rifle mounts with momentary switch	EA	\$142.50	\$570.00
4	GK10301S1U	Dual Weapon T-Rail system	EA	\$375.00	\$1,500.00
4.00	96246120019	Installation of Driverside Spotlight	EA	\$190.00	\$760.00
4	211010-0002	6" Round Spotlight Driverside Black Housing	EA	\$280.00	\$1,120.00
4	258	Unity Installation Kit	EA	\$95.00	\$380.00

Item Total:	\$28,849.60
Sales Tax at 0.000%:	\$0.00
Freight:	\$1,000.00
<b>Total:</b>	<b>\$29,849.60</b>

**FORM C**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

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.

The bidder further certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town treasury is directly or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

Bidder Name and Address: \_\_\_\_\_  
GOOSETOWN COMMUNICATIONS  
58 N. HARRISON AVE  
CONGERS, NY. 10920

Signature (Authorized): BY: David D. Gott

Title: VP

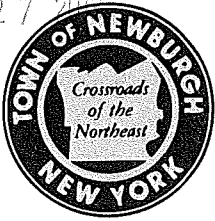
Date: 3/21/13



10. **PARKS, RECREATION & CONSERVATION:**
  - A. **Mill Street Property**
  - B. **Loan of Trolley**

MAR 27 2013

10a



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 22, 2013

TO: Wayne Booth, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Mill Street Property Purchase

There are currently three pieces of property for sale on Mill Street (100, 114 and 118 Mill Street) in the Town. Property numbers 114 and 118 combined are 8.6 acres and belong to Mr. and Mrs. Young who are both deceased. Mr. Frank Gucciardo (home 565-3733 and cell 476-1902) is handling the estate. To the west is the other parcel (100 Mill Street), 1.6 acres owned by Mr. Mowatt (725-7754). This property is vacant and currently in foreclosure, the taxes are being paid by Homeward Bank. These properties are contiguous to Town property and have the Quassaick Creek running through them (see attachments).

At this time I suggest we have the Young property appraised and possibly look to either purchase the Mowatt property or use eminent domain to acquire the land.

If anyone is interested in a site visit please contact me.

Regards,

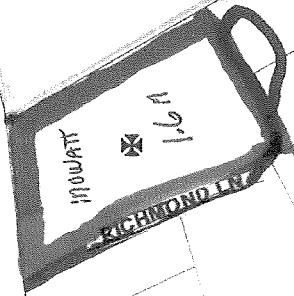
Robert J. Petrillo  
Commissioner

MILLS

TOWN OF  
NEWBROUGH

YOUNG  
8.6A

JENNIFER ROSE WAY



MOUNTAIN VIEW AVE

MOOSEHEAD WAY

HENSMAN LN



4-1-32.-1  
Young, Robert J  
114 Mill St

334600 Newburgh  
Roll Year: 2013 Curr Yr  
Land Size: 1.00 acres

Active  
1 Family Res

R/S: 1 School: Walkill Central  
Land AV: 8,500  
Total AV: 41,600

- Parcel 4-1-32.-1
- History
- Assessment
  - Exempt(s)
  - Spec Dist(s)
- Description
- Owner(s)
- Images
- Gis
- Site (1) Res
  - Land(s)
  - Bldg
  - Imprvmt(s)
  - Valuation

Parcel	Permit	Deed Reference
<b>Parcel Land Size</b>		
Acres: <input type="text" value="1.000"/>	Front: <input type="text" value=".00"/>	Depth: <input type="text" value=".00"/> Sqft: <input type="text"/>
<b>Grid Coordinates</b>		<b>Last FM Info</b>
East: <input type="text"/>	Active Code: <input type="text" value="Active"/>	Modified: <input type="text" value="11/01/2012 01:02 PM"/>
North: <input type="text"/>	Account No: <input type="text"/>	User Name: <input type="text" value="Batch FM by mike"/>
		Folder: <input type="text" value="PARCEL"/>
<b>Parcel Location</b>		
Street No: <input type="text" value="114"/>	Prefix Dir: <input type="text"/>	Street Name: <input type="text" value="Mill"/>
		St Suffix: <input type="text" value="St"/>
Unit Name: <input type="text"/>	Unit No: <input type="text"/>	Street Side: <input type="text"/>
City/Town: <input type="text" value="Walkill"/>	Zip Code: <input type="text" value="12589"/>	

Prints the screen

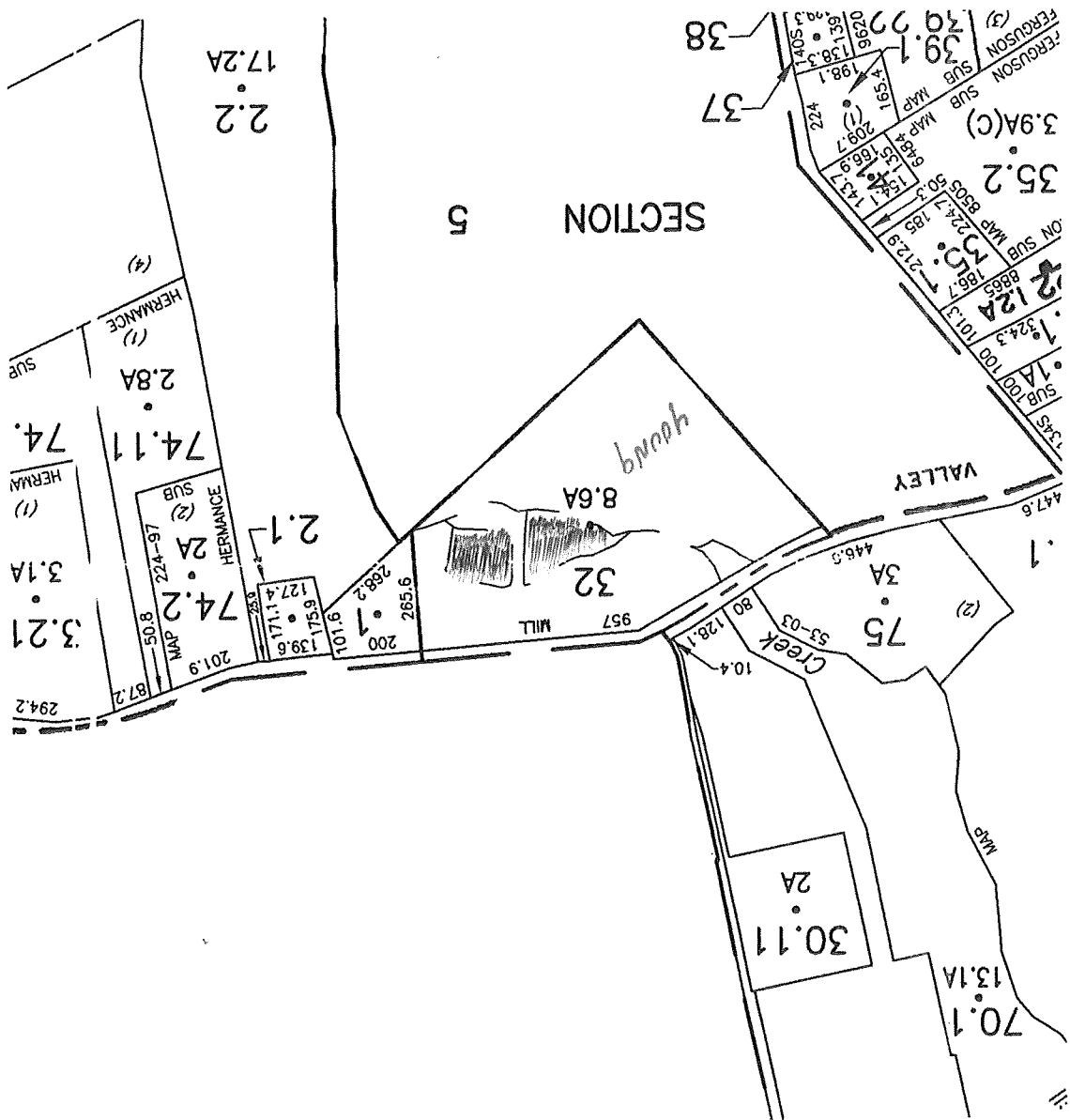
FRANK GUCCIARDO  
 H 565 3733  
 C 476 1902



4-1-32-2      334600 Newburgh      Active      R/S: 1      School: Wallkill Central  
 Young, Robert J      Roll Year: 2013 Curr Yr      1 Family Res      Land AV: 13,000  
 118 Mill St      Land Size: 7.60 acres      Total AV: 31,600

- Parcel 4-1-32-2
- History
- Assessment
  - Spec Dist(s)
- Description
- Owner(s)
- Images
- Gis
- Site (1) Res
  - Land(s)
  - Bldg
  - Imprvmt(s)
  - Valuation

Parcel	Permit	Deed Reference
<b>Parcel Land Size</b>		
Acres: <input type="text" value="7.60"/>	Front: <input type="text" value=".00"/>	Depth: <input type="text" value=".00"/>
Sqt: <input type="text" value=""/>		Irregular Lot: <input type="text" value=""/>
<b>Grid Coordinates</b>		<b>Last FM Info</b>
East: <input type="text" value=""/>	Active Code: <input type="text" value="Active"/>	Modified: <input type="text" value="11/01/2012 01:02 PM"/>
North: <input type="text" value=""/>	Account No: <input type="text" value=""/>	User Name: <input type="text" value="Batch FM by mike"/>
		Folder: <input type="text" value="PARCEL"/>
<b>Parcel Location</b>		
Street No: <input type="text" value="118"/>	Prefix Dir: <input type="text" value=""/>	Street Name: <input type="text" value="Mill"/>
		St Suffix: <input type="text" value="St"/>
		Post Dir: <input type="text" value=""/>
Unit Name: <input type="text" value=""/>	Unit No: <input type="text" value=""/>	Street Side: <input type="text" value=""/>
City/Town: <input type="text" value="Wallkill"/>		Zip Code: <input type="text" value="12589"/>









9000 # 725-7754  
 America's most  
 505 w city pickup  
 SCIRE 100  
 ORANGE CAROL 92868

Howard Res. Bank } PMS  
 taxes

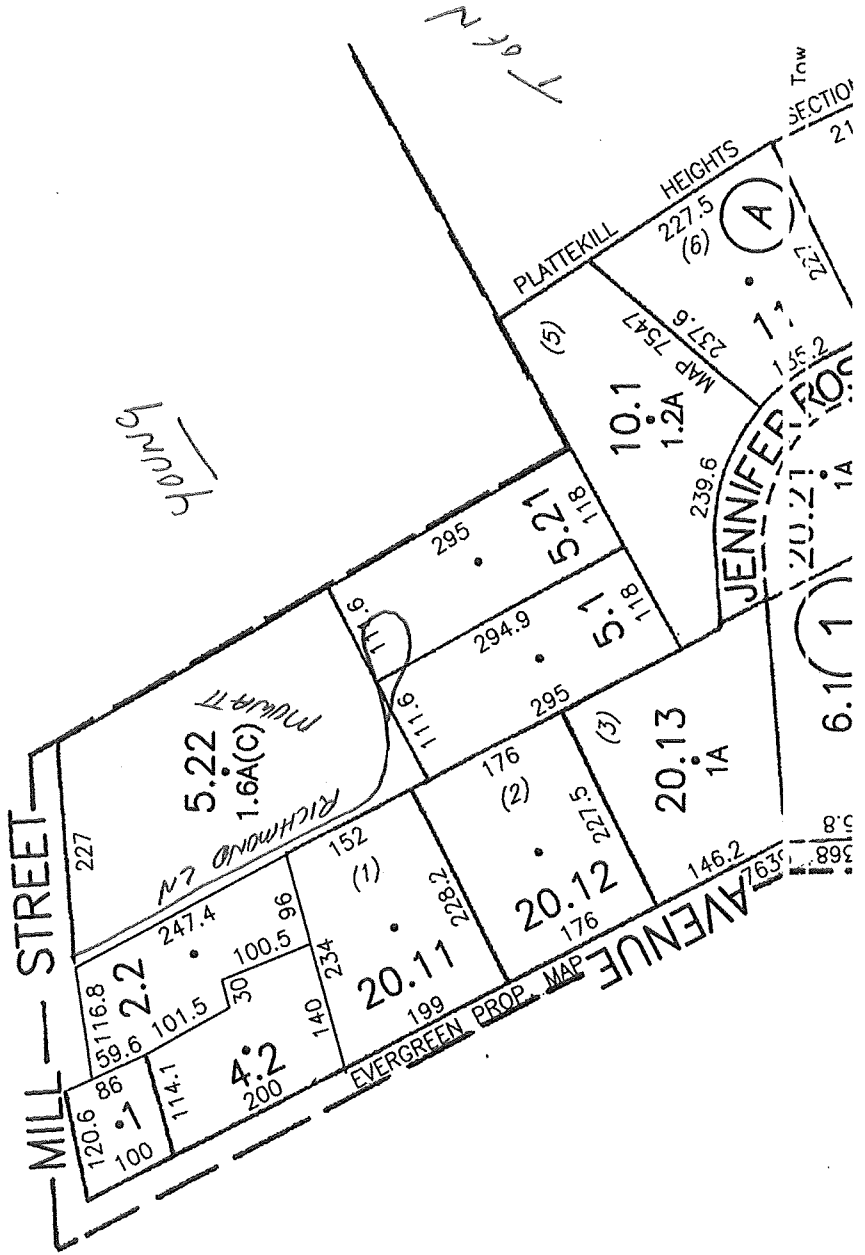
Both out of service /  
 562 5500 }  
 564 1337 }  
 THOMAS / MOWATT

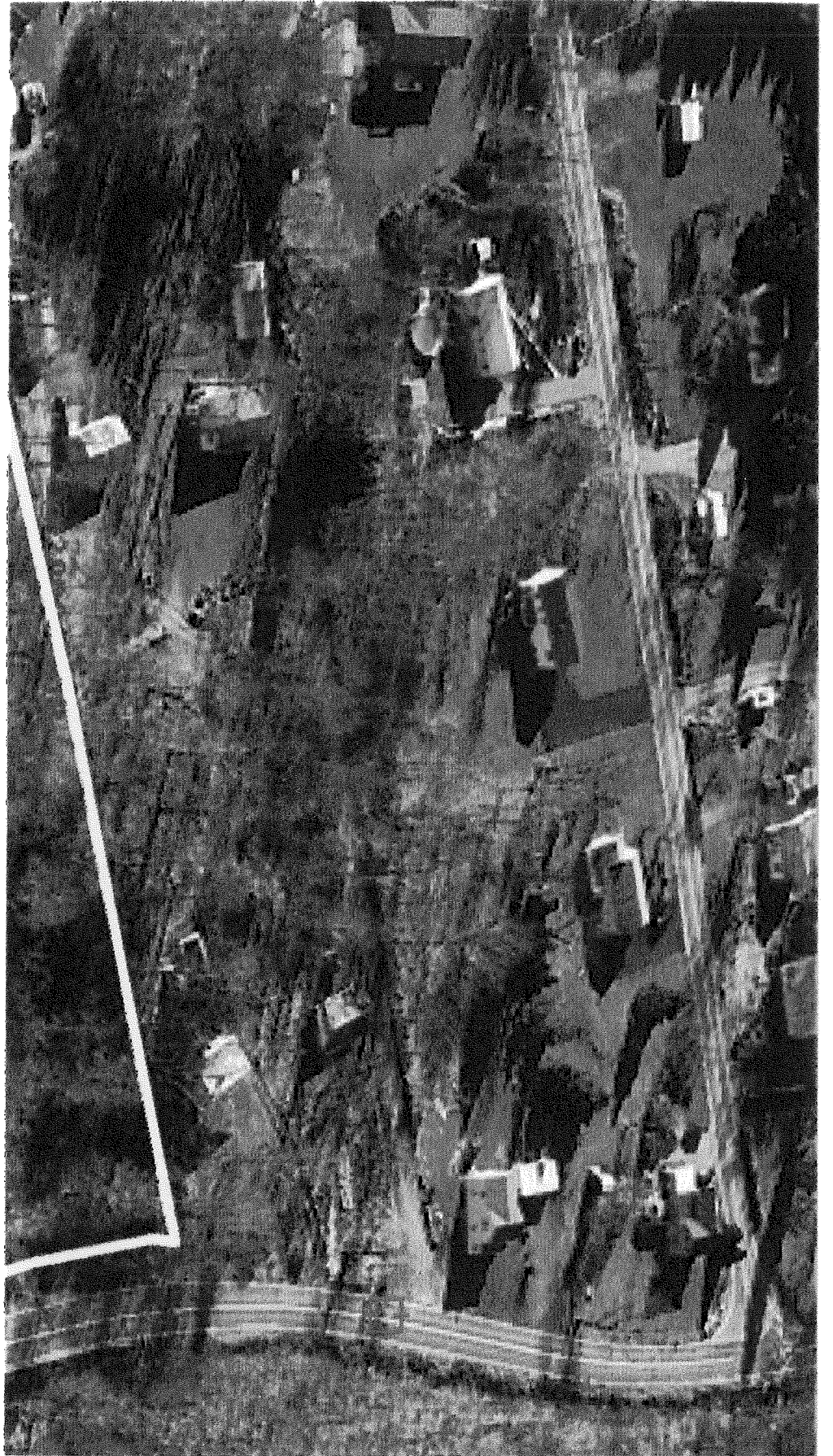
13-20-13 13:29:4

Prints the screen

Parcel 5-1-22		Mowatt, Thomas R		100 Mill St	
5-1-5-22		334600 Newburgh		Active	
R/5-1		School		Walkkill Central	
Land Av: 9,300		Total Av: 31,000		Land Size: 1.60 acres	
Roll Year: 2013		Curr Yr		1 Family Res	
Owner		Tax Bill Mailing Address		3rd Party Address	
Total 1 Owners. To open, click the appropriate row. (Right Click to Add)		Thomas R Mowatt		Owner Type: Primary	
Last Name / Company:		First Name:		MI: Jr., Sr., etc	
Attention To / In Care Of:		Additional Address:		Street No. Prefix Dir. Street / Rural Route:	
100		St		State: NY	
12589-		Zip Code		City/Town: Walkkill	
Country: enter "USA"		Bar Cd.		Ownership: e.g. Life Use	
P = Primary		Owner Type			

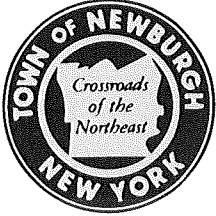
- Parcel 5-1-5-22
- Notes
- History
- Assessment
- Exempt(s)
- Spec Dist(s)
- Description
- Owner(s)
- Images
- GIS
- Site (1) Res
- Land(s)
- Bldg
- Imprvmt(s)
- Valuation





MAR 27 2013

108



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

March 11, 2013

TO: Wayne Booth, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Trolley Request

We are submitting for your approval the attached letter from the New Windsor Parade Committee requesting the use of a trolley and one truck with driver for their Memorial Day Parade on Sunday, May 19<sup>th</sup>.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner



## NEW WINDSOR PARADE COMMITTEE

555 Union Avenue  
New Windsor, New York 12553  
Telephone: (845) 563-4611



March 8, 2013

Mr. Robert Petrillo, Commissioner  
311 Route 32  
Newburgh, NY 12550

Dear Commissioner Petrillo:

The New Windsor Parade Committee respectfully requests the use of the Town of Newburgh Trolley for use in our Memorial Day Parade 2013 to transport participants who are unable to walk.

The Parade will be held on Sunday, May 19th; line up begins at 1:00 P.M. at the New Windsor Shopping Center (New Windsor Post Office), Route 94 with step off at 2:00 P.M. The Parade ends at New Windsor School.

In addition, we request a vehicle to pull the trolley and a driver.

Thank you in advance for your kind consideration; should you require further information please call me at (845) 563-4611.

Very truly yours,

Deborah Green  
New Windsor Parade Committee

/dg

We Remember Those Who Gave Their Lives So That We May Remain Free

**11. PLANNING BOARD: Parke Lane Recreational Fees**

MAR 27 2013

## DRA FIDELCO NEWBURGH, LLC

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March 20, 2013

Mr. Wayne Booth  
Town Supervisor  
Town of Newburgh  
308 Gardnertown Road  
Newburgh, New York 12550

Re: Parke Lane at Newburgh (Project # 2012 – 13)  
Recreation Fees – Progressive Payments

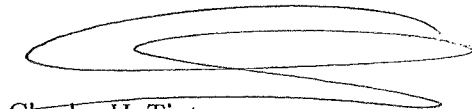
Dear Supervisor Booth:

As you know, the Parke Lane at Newburgh multifamily project was granted conditional final site plan approval by the Town Planning Board on December 6, 2012. One of the requirements under this approval was the payment of a recreational impact fee pursuant to local law in the amount of \$320,000 and payable before the final site plan is signed by the Board.

As Parke Lane advances steadily toward site development and construction, we thought this would be an appropriate time to suggest an alternative arrangement for the payment of the recreation fee. Rather than advance the considerable lump sum of \$320,000 prior to the start of site development, we would propose a schedule requiring an initial ten percent payment – or \$32,000 – followed by a pro-rata payment of \$24,000 at the time of the building permit application for each of the twelve residential structures. Given the size and complexity of the project, we believe this is an equitable accommodation. It certainly protects the Town by ensuring that payments are made as the impacts to the municipal park system can be expected to occur.

I trust you will find our suggestion reasonable, particularly against the back-drop of the significant investment we are making to the Town and the surrounding region. If you have any questions, please do not hesitate to contact me.

Sincerely,



Charles H. Tint

Cc: Mark C. Taylor, Esq.

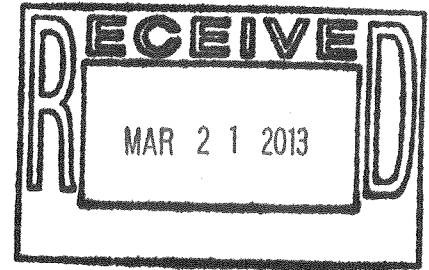
**12. ENGINEERING: Chadwick Lake Filter Plant Manganese Treatment**



MAR 27 2013

12

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



**MEMORANDUM**

**TO:** Wayne Booth, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *jwo*  
**DATE:** March 20, 2013  
**RE:** W \ **CHADWICK LAKE FILTER PLANT –  
MANGANESE TREATMENT PLANT**

---

Attached for your information is the Project Worksheet (PW) written by FEMA for the above project. This is a large project (> \$69,300) and therefore, expenses are reimbursable after the Town has incurred the costs. The cost basis for the PW was the original Change Order submitted by DiLorenzo Contracting approximately a year ago plus some allowance for administrative costs, i.e. engineering / construction observation. These costs will need to be updated and could be different (higher).

Given the above and the fact that the original contract is still open, I am requesting Town Board authorization to update the Change Order and begin this work. I will present the updated Change Order to the Board for approval upon receipt from the Contractor.

If you have any questions or comments, I am available to discuss them with you.

JWO/id  
Attachment

cc: J. Platt, DPW Comm.  
J. Egitto – J. Guido, CAMO  
J. Calarco, Accountant  
R. Gell, O'Brien & Gere



13. **DATA PROCESSING:**
  - A. **Purchase of Computer Maintenance Time**
  - B. **Copier – Town Clerk’s Office**

**13B. Copier – Town Clerk Office**

No information available at this time.

MAR 27 2013

13 A

March 27<sup>th</sup> 2013 Audit Meeting

### Data Processing

1. Purchase of 37.5 hours from Firthcliffe Technologies @ \$ 80.00 per hour for a total of \$ 3000.00 from the computer maintenance account 001168-0497

The balance in the computer maintenance account before these purchases is \$ 41,540.00

2. E-waste

# TOWN OF NEWBURGH

1496 ROUTE 300  
NEWBURGH, N.Y. 12550

## VOUCHER

DEPARTMENT Town Hall

CLAIMANT'S NAME AND ADDRESS  
Firthcliffe Technologies, Inc.  
198 Willow Ave.  
Cornwall, NY 12518

TERMS \_\_\_\_\_

Order No. \_\_\_\_\_

DO NOT WRITE IN THIS BOX

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

Vendor's Ref. No. \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price		Amount
2/25/13	1	Maintenance Agreement	3000	00	3000 00
TOTAL					3000 00

(See Instructions on Reverse Side)

### CLAIMANT'S CERTIFICATION

I, Linda K Lewis, 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.

3/12/13  
DATE

Linda Lewis  
SIGNATURE

President  
TITLE

(Space Below for Municipal Use)

### DEPARTMENT APPROVAL

\_\_\_\_\_ 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

**14. POSSIBILITY OF EXECUTIVE SESSION: Town of Newburgh Consolidates  
Water District Consent Fee**