

AGENDA

PUBLIC TOWN COUNCIL MEETING
Monday, October 21, 2013
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. COMMENTS ON AGENDA ITEMS
6. REQUEST TO SOLICIT BIDS FOR 2014 Garbage and Recycling Bids
7. HIGHWAY DEPARTMENT:
 - A. Acceptance and Road Dedication for "Banquet Place"
 - i. Release of Storm Water Security
 - ii. Releasing of Road Performance Security
 - iii. Setting the Road Maintenance Security
 - iv. Consent to Accept Road
 - B. Acceptance and Road Dedication for "Max Way"
 - i. Consent to Accept Road
 - ii. Releasing of Public Improvement Performance Security
 - iii. Setting of Public Improvements Maintenance Security
 - iv. Public Interest Resolution for Chesterfield Court Drainage District
 - v. Final order of establishment for the Chesterfield Court Drainage District
 - vi. Acceptance of Dedication of Drainage District Improvements
8. PLANNING BOARD:
 - A. Reduction of Landscape Performance Security for Mid-Hudson Federal Credit Union
 - B. Reduction of Landscape Performance Security for Quick Chek
 - C. Reduction of Landscape Performance Security for Orange County Choppers
9. SCHEDULE PUBLIC HEARING for Special Districts
10. POLICE: Education Reimbursement
11. RESOLUTION calling on Gov. Cuomo and NYS Legislature to enact legislation authorizing a vehicle and traffic camera monitoring program
12. ANNOUNCEMENTS
13. PUBLIC COMMENTS
14. ADJOURNMENT

6. REQUEST TO SOLICIT BIDS FOR 2014 Garbage and Recycling Bids

OCT 21 2013

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NOTICE OF BID INVITATION
GARBAGE AND RECYCLABLE COLLECTION

The Town Board of the Town of Newburgh, County of Orange, New York, hereby invites the submission of sealed bids for garbage and recyclable collection for Town buildings/properties for the calendar year January 1, 2014 to December 31, 2014.

Alternative bids will also be accepted for pick-up services extended over a two year period commencing January 1, 2014 and ending December 31, 2015 and a three year period commencing January 1, 2014 and ending December 31, 2016. The Town Board shall have the right, at its election, to award the contract for one, two or three years.

Bids must be in writing on the forms furnished and are subject to the conditions contained in the Instruction to Bidders.

Detailed specifications for the above item(s) may be secured at the Town Clerk's Office, 1496 Route 300, Newburgh, New York 12550.

All bids are to be submitted on bid forms obtainable at the Town Clerk's Office, 1496 Route 300, Newburgh, New York 12550 and shall be contained in sealed envelopes marked "Refuse and Garbage Collection Bids".

Sealed bids will be received by the undersigned on behalf of the Town Board up until 2:00 p.m., November __, 2013 at the **Town Clerk's Office, 1496 Route 300, Newburgh, New York 12550** when the same will be publicly opened and read aloud. The Town Board reserves the right to reject any or all bids and to waive any irregularity in a bid as the interests of the Town may require.

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

October ____, 2013

BID PROPOSAL TO THE TOWN OF NEWBURGH
FOR THE GARBAGE AND RECYCLABLE COLLECTION FOR TOWN
BUILDINGS/PROPERTIES IN RESPONSE TO THE NOTICE
OF BID, THE INFORMATION FOR BIDDERS AND
SPECIFICATIONS FOR PROVIDING
GARBAGE AND RECYCLABLE COLLECTION SERVICE

The undersigned, having familiarized himself/herself with the terms and conditions of the Bid Invitation, Information for Bidders and Specifications and being experienced and responsible for the performance of the same, proposes to provide garbage and recyclable collection for Town of Newburgh buildings and properties as follows:

OPTION A

For the calendar year January 1, 2014 to December 31, 2014, including garbage and recyclable collection as specified in Paragraphs 4 and 5 of the "Contract Conditions and Specifications for Providing Garbage and Recyclable Collection Services for the Town of Newburgh, New York." For the price of:

\$ _____ (price in figures)

_____ (price in words)

For collection of garbage and recyclables in excess of those specified in Paragraphs 4 and 5 of the specifications as ordered by the Director of Buildings:

\$ _____ per cubic yard (price in figures)

\$ _____ per cubic yard (price in words)

OPTION B

For the two (2) calendar year period commencing January 1, 2014 and ending December 31, 2015, including garbage and recyclable collection as specified in Paragraph 4 and 5 of the "Contract Conditions and Specifications for Providing Garbage and Recyclable Collection Services for the Town of Newburgh, New York." For the price of:

2014 Price: \$ _____ (price in figures) per year
_____ (price in words) per year

2015 Price: \$ _____ (price in figures) per year
_____ (price in words) per year

Average of

2014 and 2015 (MUST EQUAL THE MEAN OF THE TWO ABOVE PRICES)

Prices: \$ _____ (price in figures) per year
_____ (price in words) per year

For collection of garbage and recyclables in excess of those specified in Paragraphs 4 & 5 of the specifications as ordered by the Director of Buildings **FOR BOTH 2014 AND 2015:**

\$ _____ per cubic yard (price in figures)
\$ _____ per cubic yard (price in words)

THE ABOVE PRICES WILL BE IN EFFECT FOR BOTH CALENDAR YEARS 2014 AND 2015.

Please Note: No alternate bid will be considered unless the bidder has submitted a proposal for calendar year 2014.

OPTION C

For the three (3) calendar year period commencing January 1, 2014 and ending December 31, 2016 including garbage and recyclable collection as specified in Paragraph 4 and 5 of the "Contract Conditions and Specifications for Providing Garbage and Recyclable Collection Services for the Town of Newburgh, New York." For the price of:

2014 Price: \$ _____ (price in figures) per year
_____ (price in words) per year
2015 Price: \$ _____ (price in figures) per year
_____ (price in words) per year
2016 Price: \$ _____ (price in figures) per year
_____ (price in words) per year

Average of

2014, 2015 and 2016 Prices: (MUST EQUAL THE MEAN OF THE THREE ABOVE PRICES)
\$ _____ (price in figures) per year
_____ (price in words) per year

For collection of garbage and recyclables in excess of those specified in Paragraph 4 & 5 of the specifications as ordered by the Director of Buildings **FOR 2014, 2015 AND 2016:**

\$ _____ per cubic yard (price in figures)
\$ _____ per cubic yard (price in words)

THE ABOVE PRICES WILL BE IN EFFECT FOR ALL THREE CALENDAR YEARS

2014, 2015 AND 2016.

Please Note: No alternate bid will be considered unless the bidder has submitted a proposal for calendar year 2014.

**TOWN OF NEWBURGH
GARBAGE AND RECYCLABLE COLLECTION**

INSTRUCTIONS TO BIDDERS

The successful bidder shall be responsible for the provision of all labor, materials and equipment to provide refuse and recyclable collection services for the Town of Newburgh buildings and properties enumerated in the Contract Conditions and Specifications.

1. Bidders should read the entire document. The bidder must complete all sections of this document including the Bidder Qualification Questionnaire, Non-Collusive Bidding Certification and Certificate of Compliance with General Municipal Law Sections 103-a and 103-b and sign where indicated. When the specific specifications so indicate a bid security in the stated amount must also be submitted. Your signature identifies your acceptance of all terms and conditions herein. Bids must be signed by the authorized representative/officer/agent of the bidder. The Town of Newburgh shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive.

2. All bidders must fill in the prices being requested in the places and formats indicated. In the event that the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding. All blank spaces in said bid shall be filled in and no changes shall be made in the phraseology, or in the items, terms and conditions contained therein. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in both words and figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after such bid has been opened. The Town of Newburgh is exempt from the New York sales tax and Federal excise taxes.

3. Prior to bid submittal, bidders may view and investigate the collection sites, and it shall be conclusively presumed that each bidder has full knowledge of all conditions on or around the sites which may affect in any way the performance of the work to be done under this Contract. The Town of Newburgh makes no warranties or representations whatsoever with respect to site conditions.

Bidders interested in inspecting the sites shall contact Mr. Les Cornell, Director of Buildings and Grounds at (845) 564-4552.

4. Bids must be submitted in a sealed, opaque envelope and appropriately marked "Refuse and Garbage Collection Bids." Completed bids should be sent to the following address: **Town Clerk, 1496 Route 300, Newburgh, New York 12550**. All bids must be properly signed and received by the time and date specified in order to be valid. The Town will not be held responsible for those bids lost in the mail or addressed to a Town facility other the Town Clerk's Office, 1496 Route 300, Newburgh, New York 12550. Bids submitted in unmarked envelopes

which are opened by the Town in its normal course of business will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.

The prices quoted in the bid, if accepted, will be considered guaranteed, unadjustable prices for the terms stated herein, unless otherwise so identified in other sections of this bid request. Once bids are opened the prices shall remain firm for forty five (45) days after the bid opening.

5. Bids that are illegible or that contain omissions, erasures, alterations, additions, or items not called for, or that contain irregularities of any kind, may be rejected as informal. The Town reserves the right to reject any and all bids or portion thereof, or any bids that are vague, incomplete or indefinite. Any bid may also be deemed informal which does not contain prices set forth in the specified form or which shall, in any manner, fail to conform to the conditions of the published notice inviting proposals. The lump sum bid called for in the Proposal shall be indicated in words and by figures. The Town reserves the right to waive any informalities in or reject all bids submitted. The Town of Newburgh reserves the right to reject any bid in which the prices appear, in the judgment of the Town Board, to constitute an unbalanced, impracticable or unreasonable bid for such work.

6. Awards will be made, if at all, to the "lowest responsible bidder" meeting the specifications. The Town of Newburgh reserves the right to select the lowest responsible bid for one or the other of the alternative terms at its sole and absolute discretion. The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein. The Town reserves the right to examine the responsibility of bidders for contracts and proposed subcontractors on a case-by-case basis, including but not limited to an examination of the skill, judgment, integrity, good faith, sufficiency of financial resources, quality of execution, performance and conduct on prior similar contracts, and labor practices of a bidder and/or of a proposed subcontractor; and to investigate and consider the background of such bidders and subcontractors for this purpose, including their ownership, management, affiliation, history of past performance, and compliance with relevant state and federal laws and regulations. The right is reserved by the Town to reject any bid, where such requested information has not been provided by the bidder, or the bidder does not satisfy the Town that the bidder is qualified to properly carry out the terms of the Contract.

Annexed hereto is a form entitled "Qualification of Bidder", which the Bidder must complete and submit with the Proposal, setting forth its qualifications, financial references and/or references with regard to work of the same type as in this Contract performed by the Bidder to completion within the last 3 years. All bidders shall furthermore furnish a recent certified financial statement promptly if the Town should so request.

7. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications shall not be cause to alter the original bid. All bids must be priced as specified in the bid specifications or on the bid form submitted, and must be signed and dated. No exceptions will be allowed with regard to errors made in the computation of a bid. Purchases by the Town of Newburgh are not subject to any federal, state or local taxes. Do not include any of these taxes when bidding or invoicing. Exemption certificates will be furnished upon request.

8. The lump sum price shall include all the labor and materials required for the entire completion of the service work by the Bidder.

9. 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.

10. 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. Bidder warrants that all goods and services furnished hereunder shall be designed, constructed and performed so as to comply with the Occupational Safety and Health Act as amended from time to time, and the rules, regulations and standards issued thereunder by any applicable governmental authority which as of the date of performance will apply to the goods and services furnished hereunder. The bidder alone shall be responsible for the safety, efficiency and adequacy of the bidder's work, plant, appliances and methods, and for any damage which may result from the failure to comply or the use of improper methods. Any materials required by this bid that are deemed hazardous will be packaged, marked, and shipped by the Seller to comply with all present and future federal, state, and local regulations.

11. 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.

12. 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.

13. The successful bidder shall procure and deliver to the Town of Newburgh evidence of insurance in the amounts set forth in the specifications, endorsed to the Town of Newburgh as an additional named insured.

14. Each bidder shall submit the certificate of non-collusive bidding which is part of the bid package.

15. Each bidder shall submit the certificate of compliance with General Municipal Law Sections 103-a and 103-b which is part of the bid package.

16. Pursuant to General Municipal Law §108, this contract shall be void and of no effect unless the Contractor secures compensation for the benefit of its employees, in compliance with the provisions of the workers' compensation law

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

18. Pursuant to Labor Law §220-e:

(a) in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

(c) there may be deducted from the amount payable to the Contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.

(d) this contract may be canceled or terminated by the state or municipality, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) the aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment for any

prohibitive reason, including by way of example and not in limitation of race, creed, color, sex, national origin, age, disability or marital applicant status.

19. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Town of Newburgh, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the Bidder's or its subcontractors performance of this Contract. Contractor's duty to defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of the work hereunder including any person for whose acts, errors, omissions or mistakes the Bidder may be legally liable or by reasons of the Bidder's or subcontractor's use of faulty, defective or unsuitable materials, tools, or equipment of defective design in constructing or performing under this bid. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The bidder shall reimburse the Town of Newburgh for damage to property of the Town of Newburgh caused by the bidder, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them. Bidder agrees that he will indemnify and hold the Town harmless for all claims arising out of the lawful demands of subcontractors, laborers, suppliers and assignees. Bidder further agrees to assume and pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of the agreement.

20. This bid agreement shall override any previous agreements for this item (s), except as otherwise provided herein.

21. The agreement arrived at from this solicitation shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Orange County. The Town requires contractors which are not incorporated in the State of New York to produce a Certificate to Do Business in the State of New York from the New York Secretary of State prior to executing their contract with the Town. Awarded bidder shall provide said certificate of required.

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

(A) 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;

- (B) failure of the equipment or service to meet specifications;
- (C) misrepresentation by the bidder;
- (D) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the Town of Newburgh;
- (E) conflict of contract provisions with constitutional or statutory provisions of the laws of the State of New York or federal law; and
- (F) any other breach of contract.

23. The Town of Newburgh reserves the right without cause or penalty, to terminate the contract awarded hereunder 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 Bidder from its obligation to provide goods or services per the terms of the contract during the notification period. Following termination, the Town shall pay the Contractor all unpaid balance due for work performed, less amounts retained and withheld. The Contractor waives any and all claims for damages relating to or arising out of such termination.

24. Bidders are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection. (Bids must be provided for all services; a blank space will denote a "zero" bid.) The Town reserves the right to delete any part of the services quoted at its discretion. Should the bidder find any omissions, discrepancies or errors in the specifications or other contract documents or should the bidder be in doubt as to the meaning of the specifications or other contract documents, the bidder should immediately notify the Town Clerk, who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretation shall be made to any bidder and no oral statement of the Town or any agent or representative of the Town shall be effective to modify any of the provisions of the contract documents. The Town of Newburgh shall have the right to request clarifications of bids submitted and hold public meetings for the consideration of the merits of any or all bidders.

25. Bids are solicited only from competent, experienced and financially qualified bidders who meet all the qualifications and or specifications of this bid document as determined solely by the Town of Newburgh. Please complete the qualification and requirement questions as provided for herein. Bidders are responsible for submission of accurate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

26. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the

State Labor Department in accordance with the Labor Law. Labor Law 220-a requires that before payment is made by the town of any sum or sums due on account of a contract for a public improvement it shall be the duty of the financial officer of the town to require the contractor or subcontractor to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the contractor or subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

27. Time is of the essence in delivery. The Town reserves the right to refuse any goods or services and to cancel any and all parts of this bid if the bidder fails to deliver all or any part of the goods or services in accordance with the terms of the bid. The Town reserves the right to inspect all material furnished for conformity with the specifications. The right is reserved to reject and return at the bidder's expense and risk any unacceptable material.

28. The Town is subject to the provisions of the New York Freedom of Information Law ("FOIL"), and, subject to statutory exceptions, is required to make all records (as defined by FOIL) available to the public upon proper request. Any person desiring to maintain or preserve the secrecy or confidentiality of any part of this submission should specify, in writing, the part of the record sought to be protected, and the statutory basis upon which Town would be justified in denying access. There can be no guarantee that Town can or will maintain the secrecy or the confidentiality of any part of the record.

29. Each and every provision and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this agreement shall forthwith be physically amended to make such insertion.

30. If any of the provisions hereunder conflict with the provisions of any specifications attached hereto or issued in connection herewith, the contractual provisions of these instructions shall control. Notwithstanding the foregoing, the Town of Newburgh reserves the right to issue written clarification regarding resolution of any conflicting provisions, in which event such written clarification shall control.

31. The bidder shall carry at its expense and provide evidence of insurance coverage listed below to protect itself and the Town of Newburgh from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) out of or in connection with the performance of any work performed in accordance with the specifications or any related documents, whether such work is performed by the bidder or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for

whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the State of New York. The insurance company writing coverage must have at least an A- rating by Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the Town of Newburgh.

Workers Compensation:

Statutory requirements

NYS Disability

Statutory requirements

Commercial General Liability

Limits of Liability:

\$2,000,000 each occurrence

\$3,000,000 general aggregate

\$500,000 property

Auto Liability

Limits of Liability:

\$1,000,000 each accident

Excess (Umbrella) Liability:

The requirement that an Umbrella Policy be provided or its acceptance will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

Note: Special policy endorsement or additional coverage's may also be required based on the special nature of the work of service being required (Professional Liability, E&O, D&O, Sexual Abuse and Molestation coverage and Bonds).

Coverage:

Certificates of insurance shall be presented to the Town Clerk for approval before the successful bidder, its agents and/or employees commence any work whatsoever pursuant to the contract.

INSURANCE CERTIFICATES SHALL NAME THE TOWN OF NEWBURGH, NEW YORK, 1496 ROUTE 300, NEWBURGH, NY 12550 AS AN ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE ADDITIONAL INSURED.

32. Vouchers in approved Town of Newburgh format together with invoices shall be furnished to the Newburgh Buildings and Grounds Department for verification and approval of the amount due the successful bidder on a monthly basis. Final payment shall not be made until final acceptance by the Town of Newburgh of services. Payment shall generally be made within 30

days after approval and acceptance by the Newburgh Town Board. If a successful bidder is in default hereunder and/or the Town of Newburgh is of the opinion that a meritorious claim exists or will exist against such bidder of the Town arising out of the negligence of such bidder, then the Town may withhold payment of any amount otherwise due and payable hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to such bidder, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town and no person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. This provision is not intended to limit or in any way prejudice any other right of the Town and no interest shall be payable by the Town on any amounts withheld under this provision.

GARBAGE AND RECYCLABLE COLLECTION SERVICES
FOR THE TOWN OF NEWBURGH, NEW YORK

NO BID WILL BE ACCEPTED UNLESS THE SAME IS SIGNED AND ACKNOWLEDGED
BIDDER QUALIFICATION QUESTIONNAIRE

It is mandatory that each entity submitting a bid for this contract complete the Bidder Qualification Questionnaire. For purposes of the Qualification Questionnaire, the term "Bidder" shall include the entity that is submitting the bid for this contract and the owners, shareholders, partners, officers, directors and high managerial employees of the entity, as well as any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership or other entity related to or associated or affiliated with the entity that is submitting the bid for this contract, and the owners, shareholders, partners, officers, directors and high managerial employees of those related, associated or affiliated entities. For purposes of this Qualification Questionnaire, the term "Bidding Entity" shall mean the entity that is submitting the bid for this contract.

All questions must be answered. The failure to complete any portion of this Questionnaire shall render a bid non-responsive. Any omissions or misrepresentations that a Town deems material will also render a bid non-responsive. The Town shall retain the right to reject all bids that are non-responsive.

In the space provided and using additional sheets if necessary, please answer the following questions:

1. Name & Address of Bidder:

2. How many years of experience has the Bidder had in the collection of residential/commercial waste and recyclables under municipal contracts? _____

3. In the last ten (10) years, has the Bidder ever failed to complete a municipal collection contract that was awarded to it? Yes _____ No _____ If Yes, please describe the circumstances.

4. List at least three (3) municipalities with which the Bidder currently has a contract for municipal recycling collection, and provide the names and telephone numbers of the municipal employee that oversees each such contract.

A) MUNICIPALITY: _____

Municipal employee: _____

Telephone number: _____

B) MUNICIPALITY: _____

Municipal employee: _____

Telephone number: _____

C) MUNICIPALITY: _____

Municipal employee: _____

Telephone number: _____

5. List the equipment, personnel and plan that will be used in the performance of this contract. The nature of the equipment, size of crews and the collection schedule must be specifically noted.

6. Banking institution reference.

7. Please list the names of any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership or other entity related to, or associated or affiliated with the "Bidding Entity".

8. List and describe the nature of any final felony or misdemeanor criminal conviction of the "Bidder" or guilty plea or pleas of No Contest by the "Bidder" in the last ten (10) years.

9. In the last ten (10) years has the "Bidder" as a defendant in a criminal action, ever been found guilty of or plead guilty or No Contest to any violation of the Anti-Trust Laws of the United States? Yes _____ No _____. If yes, please provide the following information:

a) Date of conviction or plea _____

b) Court where conviction of plea was entered _____

c) Name of defendants who were found guilty or *pled guilty or No Contest.

d) Crimes which defendants were found guilty of or *pled guilty or No Contest to.

e) Sentence imposed by the Court including but not limited to, incarceration,

probation and fines. _____

10. In the last ten (10) years has the "Bidder" as a defendant respondent in a civil action, ever been adjudicated in violation of the Anti-Trust Laws in the United States, had a verdict of judgment entered against it for any violation of the Anti-Trust Laws of the United States or has the "Bidder" ever entered into a settlement agreement, consent agreement or other similar agreement that resolved a civil action in which a violation of the Anti-Trust Laws of the United States was alleged? Yes_____ No_____. If Yes, please provide the following:

a) State whether the civil action resulted in a verdict, judgment, consent, agreement or settlement agreement.

b) The date of the verdict, judgment, consent, agreement or settlement agreement.

c) The name of the Court in which the verdict was rendered, the judgment entered or the consent of settlement agreement recorded. _____

d) The names of the defendants against whom the verdict or judgment was entered.

e) The amount of the verdict or judgment entered. _____

11. Does the "Bidder" own and/or operate any sites that are Superfund sites as designated by the Environmental Protection Agency on its National Priority list for site cleanup.

Yes_____.

No_____. If Yes, please provide the name and location of each such site.

12. Provide appropriate financial statements for the last three (3) years including (to the extent applicable) the following:

- a) Annual reports
- b) Most recent Form 10-K
- c) Certified financial statement

NAME OF BIDDER

BY: _____

TITLE

Date: _____

GARBAGE AND RECYCLABLE COLLECTION SERVICES
FOR THE TOWN OF NEWBURGH, NEW YORK

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to General Municipal Law § 103-d, the undersigned Bidder and each person signing on behalf of Bidder, 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 their 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, 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

By: _____

Address

ACCEPTED: _____

(Date) _____

GARBAGE AND RECYCLABLE COLLECTION SERVICES
FOR THE TOWN OF NEWBURGH, NEW YORK

CERTIFICATE OF COMPLIANCE
WITH GENERAL MUNICIPAL LAW
SECTIONS 103-a AND 103-b
GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL
CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, a. such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and b. any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid. This condition shall be further subject to any other provisions or subsequent amendments to Section 103a and 103b of the General Municipal Law.

In acknowledgment of the above:

Name of Bidder

By: _____

Title: _____

Date: _____

CONTRACT CONDITIONS AND SPECIFICATIONS
FOR PROVIDING
GARBAGE AND RECYCLABLE COLLECTION SERVICES
FOR THE TOWN OF NEWBURGH, NEW YORK

1. DEFINITION OF "TERMS":

A. CONTRACTOR. "Contractor" shall mean the person or persons, partnership, or corporation contracting for the work to be performed under these specifications.

B. GARBAGE. "Garbage" shall mean normal, usual kitchen and household waste, primarily from perishable or disposable items such as left-over food matter; food packaging and containers including cans, bottles and magazines, except when any of the foregoing are mandated to be source separated and recycled.

C. TRASH. The term "Trash" shall mean any item of solid waste not encompassed within the definition herein of garbage and that is non toxic. Said items shall not include ashes and other refuse resulting from the burning of wood and/or coal for heating purposes; materials such as lumber, paneling, rolled insulation, wire, pipes, plaster, concrete and bricks, and motor vehicle parts, or any items determined to be recyclable by the County of Orange such as grass and leaves and other items of a similar nature.

The definition of the above terms are general and may be reclassified at any time by the Town Board, but any such change in the classification shall not be such as to materially increase the cost of collection to a contractor.

D. RECYCLABLE. "Recyclable" shall mean those items including but not limited to paper, newspaper, magazines, cardboard, cans and bottles mandated to be source separated and recycled by the County of Orange.

2. SCOPE OF WORK

The successful bidder shall furnish at its own expense and without liability to the Town, all labor, equipment, vehicles, tools, implements, materials, transportation and disposal facilities necessary to provide proper, adequate and uninterrupted refuse service for all Town properties designated herein during the contract term in accordance with the requirements of the terms, conditions, methods and procedures, such as are set forth herein in these specifications.

3. CONTRACT TERM.

The Town has reserved the right, at its election to award a contract for one, two or three years. If the Town elects that the contract to be entered into is for a one (1) year term, the term will commence on January 1, 2014 and terminate on December 31, 2014. If the contract to be entered into is for a two (2) year term, the term will commence on January 1, 2014 and terminate on December 31, 2015. If the contract to be entered into is for a three (3) year term, the term will commence on January 1, 2014 and terminate on December 31, 2016. Each bidder shall submit its price for providing collection services for said time periods.

4. AREA OF COLLECTION.

The successful bidder is to provide refuse and recyclable collection services for the following Town properties/buildings:

<u>Building/Property Address</u>	<u>Size of Container</u>	<u>Content of Container</u>	<u>Number of Collections Per Wk</u>	<u>Collection Days</u>
Town Hall Complex	6 cu. yd.	trash	2	Tues./Friday
Police Dept.	96 gal.	co-mingle*	1	Tuesday
300 Gardnertown Rd.	6 cu. yd.	paper/cardboard	1	Monday
Old Town Hall				
308 Gardnertown Rd.				
Town Hall				
1496 Route 300				
Public Service Bldg.	6 cu. yd.	trash	2	Tues./Friday
311 Route 32.	96 gal.	co-mingle	1	Tuesday
	2 cu. yd.	paper/cardboard	1	Monday

<u>Building/Property Address</u>	<u>Size of Container</u>	<u>Content of Container</u>	<u>Collections Per Wk</u>	<u>Number of Collection Days</u>
Animal Shelter 645 Gidney Avenue	2 cu. yd.	trash	2	Tues./Friday
	96 gal.	co-mingle	2	Tues./Friday
	96 gal.	paper/cardboard	2	Tues./Friday
Highway Dept. 90 Gardnertown Rd.	2 cu. yd.	trash	1	Friday
	2 cu. yd.	paper/cardboard	every other wk.	every other Mon.
Fleet Maintenance 88 Gardnertown Rd.	2 cu. yd.		1	Friday
Chadwick Lake Park Area 1702 Rt.300	3 cu. yd.	trash	1	Tuesday
	96 gal.	co-mingle	1	Thursday
Water Filter Plant 343 Rt. 32	2 cu. yd.	trash	1	Friday
	96 gal.	paper/cardboard	every other wk.	Tuesday

* See Section 5 below regarding co-mingling of recyclables.

5. RECYCLED MATERIALS COLLECTION

Materials designated to be recycled by the County shall be collected in accordance with the schedule in paragraph 4 above.

The successful bidder shall supply suitable recycling tote containers for the buildings requiring recyclable pick-ups listed in paragraph 4 above. Recycled items will be co-mingled and shall include newsprint, clear and colored glass, aluminum cans, bi-metal (tin) cans and plastics No. 1 (PET) and No. 2 (HDPE) . Materials not mandated to be recycled but otherwise accepted by the County shall be collected once per month, at no additional cost. Such recycled items shall be source separated from other mandated recyclable items and ordinary trash and shall include styrofoam, phone books, corrugated cardboard, magazines and scrap aluminum.

6. HOLIDAYS

No collection shall be made on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Collections shall be made on all other regularly scheduled collection days. When a legal holiday falls on a collection day, collections shall be made on the next regularly scheduled collection day.

7. METHOD OF COLLECTION

Collection shall start not earlier than 5 a.m. and shall be completed by 6 p.m. each day, unless express permission is given by the Director for a later hour.

8. DETAILED PLANS OF CONTRACTOR

The bidder must submit (see Questionnaire) a statement indicating his detailed plans for the proposed contract. This should include equipment, crews, specific routing and overlook. The bidder shall supply detailed inventory including photographs of their equipment and all accessories by type, model, year, manufacturer and anticipated use of the life as of the date of the inventory sheet.

All bidders must specify the number and type of all metal garbage-type collection trucks and recycling vehicles that would be used during the performance of the contract. All such trucks shall be numbered and shall have the name of the collector and truck number on both sides of the truck, in letters at least four (4) inches in size. Additionally all trucks shall be kept washed and disinfected regularly, and shall at all times be subject to the approval of the Orange County Department of Health, New York State Department of Health or any other regulatory agency. The Town Board reserves the right to prohibit the use of any vehicle or equipment in the performance of the services of this contract that, in the opinion of the Town Board, is not suitable or properly maintained for transportation of the materials contemplated herein.

The Town Board reserves the right to inspect each truck prior to the start of collection on

GarbageCollectionBidAgr2014(1).rtf

any given day to determine that such truck is empty as it begins collection.

9. TRANSPORTATION OF MATERIAL COLLECTED

The successful bidder shall transport all material so as to prevent odors or the dropping of any such matter upon streets, is private property, or public places. The Contractor shall load all material directly onto the truck; leave all places clean after collecting and loading, and be responsible for any spillage while collecting, loading or transporting the same.

10. DISPOSAL OF MATERIALS COLLECTED

The Contractor shall transport and deposit all materials collected to the Orange County Landfill in Goshen, New York or to any other DEC approved landfill in the State of New York, or to an incinerator approved by the DEC, or to an out of state facility approved by the appropriate state agency in which the facility is located. All landfills must be in compliance with EPA Subtitle D requirements. Recyclables, however, shall be delivered to a desingated recycling deposit point or facility.

The Contractor shall indemnify and hold harmless the Town of Newburgh from any claim, action, enforcement proceeding, judgment, fine or penalty, including reasonable attorney fees, arising out of the final disposal of all materials covered by this Contract.

11. INSPECTION

The Town Board designates the Director of Buildings and Grounds as an Inspector for the purpose of ascertaining whether or not the Contractor is performing their terms of this Contract and the Contractor shall allow the Director free access to any and all equipment of the Contractor at all times.

12. DISPUTES

In case of a dispute the Contractor shall continue work until the dispute is resolved, or in the event the dispute cannot be resolved, until the matter shall have been finally adjudicated by a Court.

13. DEFAULT

In the event of the failure of the Contractor to carry out the terms of the agreement with the Town, the Town Board reserves the right to withhold any compensation that might then be due or become due until such time as the Contractor fulfills its contractual obligation. If the Town Board determines that the Contractor is in default, after forty-eight (48) hours written notice to the Contractor by certified mail, fax, overnight service or personally, the Town Board may immediately contract or otherwise provide for the collection and disposal service, with the cost thereof, together with any other expenses or damages to be paid by the Contractor or deducted from any outstanding balances owed the Contractor by the Town.

14. EXPENSES

The Contractor shall furnish all labor, trucks and material necessary for the performance of this Contract, at its own cost and expense, including any and all Letters of Credit, insurance, fees, dumping fees and other charges and expenses.

15. COMPLIANCE

A. The Contractor shall conform to all Federal, State, County and Town laws or regulations and shall procure at its own expense, any licenses or permits necessary and shall pay any and all license fees or charges.

B. The attention of the Contractor is called to the Labor Law of the State of New York. The Contractor shall comply with all provisions of the Labor Law insofar as they are applicable to the terms hereof.

C. The Contractor shall secure Workers' Compensation during the term of this Contract in compliance with the provisions of the Workers Compensation Law of the State of New York. Duplicate certificates of such insurance shall be furnished to the Town Board.

D. Upon demand of the Town Board, the Contractor shall furnish a list of the names and addresses of its subcontractors.

16. COOPERATION WITH RECYCLING PROGRAMS

The Contractor shall comply with recycling programs as required by the County of Orange or the Town Board.

17. NON-DISCRIMINATION

A. In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, age, gender or national origin or in any other manner prohibited by law discriminate against any person who is qualified and available to perform the work to which the employment relates.

B. No Contractor, subcontractor, or any person acting on their behalf shall, in any manner, discriminate against any employee hired for the performance of work under this Contract on account of race, creed, color, age, gender or national origin or in any other manner prohibited by law.

C. The Contract may be canceled or terminated by the Town Board upon sixty (60) days written notice, given in accordance with Section 13 and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the non-discriminatory section of the Contract.

18. SUBCONTRACTS AND ASSIGNMENT

The Contractor shall make no subcontracts for any portion of the work without previously having obtained the written consent of the Town Board. The Contractor shall not assign, transfer, convey or sublet or otherwise dispose of this Contract or his right, title or interest in the same, or any part thereof, and shall not assign any of the monies to become due and payable under this Contract, without previous written consent of the Town Board.

19. PAYMENT

Payment will be made to the Contractor on a monthly basis in equal installments, based

on the bid price and payable not later than the fifteenth day of each month for the preceding months' work upon approval of a voucher submitted on the first day of the month in which payment is sought.

20. WORKER'S COMPENSATION, PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Town of Newburgh, without assuming or in any way being liable for the protection of the Contractor's employees against physical injury during the performance of the contract or for the injuries received by any person, or damage to equipment by the Contractor in the performance of the contract, will require and it shall be the duty of the Contractor to procure and furnish and at all times keep in force a New York State statutory policy of Worker's Compensation Insurance and a N.Y.S. Disability Benefits Policy.

The Town will require at all times the contract is in effect, an insurance policy, issued by an insurance company authorized to do business in the State of New York and satisfactory to the Town, to insure and indemnify any person against injury sustained or damage done to property by the Contractor, including injury and damage done while using any motor vehicle or equipment. The amounts and types of said insurance shall meet the following requirements:

Commercial/Comprehensive general liability covering death, bodily injury and property damage with limits of not less than \$2,000,000 for each occurrence, personal and adv. injury/\$3,000,000 general aggregate and \$500,000 for property damage, including without limitation because of enumeration, any property owned by the Town of Newburgh, and commercial Automobile Liability, covering death, bodily injury and property damage, to include uninsured and underinsured motorist coverage, with combined single limits and aggregate limits of not less than \$1,000,000/\$1,000,000 respectively.

Certificates of insurance shall be presented to the Town Clerk for approval before the successful

bidder, its agents and/or employees commence any work whatsoever pursuant to the contract.

INSURANCE CERTIFICATES SHALL NAME THE TOWN OF NEWBURGH, NEW YORK, 1496 ROUTE 300, NEWBURGH, NY 12550 AS AN ADDITIONAL INSURED PARTY AND SHALL STATE THAT ALL COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE COVERAGE HELD BY THE ADDITIONAL INSURED.

The Town of Newburgh may require the Contractor to produce evidence at the time of the filing of the above Certificate of Insurance for the Town of Newburgh that the premium or premiums of said insurance policies have been paid. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to "Supervisor, Town of Newburgh, 1496 Route 300, Newburgh, New York 12550". The limits of coverage under each insurance policy maintained by the Contractor shall not be construed as limiting the Contractor's liability and obligations.

The Contractor agrees to indemnify and save harmless the Town of Newburgh from any and all demands, claims, causes of actions, expenses (including reasonable attorneys fees) either at law or in equity arising out of the performance of its services.

Social Security, Unemployment Compensation taxes and any other taxes are to be paid by the Contractor, as required by State & Federal Laws.

21. LIQUIDATED DAMAGES

A. In the event of the repeated neglect or failure of the Contractor to remove the garbage or recyclables, from any of the premises in the Town of Newburgh on the day when collections should be made; or any other violation of these specifications, the Contractor shall pay to the Town of Newburgh, as liquidated damages, the sum of One Hundred (\$100.00) Dollars for each failure to comply with the requirements of the specifications if the Town Board shall so elect. It shall be deemed to be a violation of the contract if the Contractor shall permit

any of his drivers or other employees to collect or remove garbage or recyclables in any way other than as provided herein, or according to any rules hereafter adopted by the Town Board to permit the deposit of any such matter upon property within the limits of the Town, otherwise than as herein specified.

B. If the Contractor fails to perform the work in accordance with the Specifications, or if he performs the work in an unsatisfactory manner, after having been notified, in writing of said unsatisfactory work by the Town Board, the Town Board may declare the Contractor in default of its contract and may proceed either to perform the work required under the contract at its own expense, charging the cost thereof against outstanding monthly payments owed to said Contractor, or it may contract with some other Contractor for the performance of the work contracted to be done by the Contractor under the contract or the work contracted to be done by the Contractor, charging the cost and expense thereof in like manner. In addition to the aforesaid, the Contractor shall remain liable for any and all costs incurred by the Town of Newburgh in having the work performed which was the responsibility of the Contractor and the costs shall be recoverable from the monies withheld by the Town of Newburgh from monthly payments.

C. Any determination made by the Town Board pursuant to Paragraphs 1 and 2 of this Section may be appealed to the Town Board within thirty (30) days of the mailing of the said determination to the Contractor. In addition, prior to any action by the Town Board pursuant to Paragraphs A and B of this Section the Contractor shall have the opportunity for a hearing before the Town Board.

D. It is understood and agreed that any required payment of liquidated damages made pursuant to Paragraphs A and B of this Section shall not be deemed a waiver of the Town's right to terminate the contract as provided for in Paragraph 13 above. Payment of said required liquidated damages, however, shall be deemed evidence to be considered by the Town Board in

arriving at a determination that the Contractor is in default.

E. The Contractor further agrees that in the event of any default in the performance of the work required hereunder, to reimburse the Town of Newburgh all costs, expenses and damages, including reasonable attorneys fees, the said Town of Newburgh may incur in completing the work in accordance with the contract.

F. It is further understood and agreed that if the Contractor is declared by the Town Board to have defaulted in the execution of the contract, the Contractor shall pay the Town of Newburgh, in addition to the other costs, One Thousand (\$1,000) Dollars per collection day for each day the Contractor is in default, as liquidated damages.

G. It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the contract, either by virtue of any State or Federal laws, than such adjudication shall in no way terminate the liability of the contractor under this contract insofar as the liability of any financial institution under its Letter of Credit, if any has been furnished or delivered, is concerned and any retainage held by the Town; the said financial institution shall continue to be liable to the Town under its Letter of Credit, if any has been required to be furnished, as though said Contractor had not been so adjudicated or insolvent or bankrupt, and such adjudication of insolvency or bankruptcy may be construed by the Town of Newburgh as a default by the Contractor.

22. DUMPING FEES.

Payment of dumping fees shall be solely the obligation of the Contractor.

23. NON-TRANSFERABILITY OF CONTRACTS.

Pursuant to Section 109 of the General Municipal Law:

1. A bidder and/or contractor, to whom the contract is let, granted, or awarded, is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the same, or of his right, title and interest therein, or his power to execute such contract, to any other

person or corporation without previous consent in writing of the Town Board.

2. If any bidder and/or contractor, to whom the contract is let, granted or awarded shall, without the previous consent in writing from the Town Board assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title or interest therein, or his power to exercise such contract to any other person or corporation, the Town Board shall revoke and annul such contract and the Town Board shall be relieved of any and all liability and obligations arising from the contract to such contractor, and to the person or corporation to which such contract has been assigned, transferred, conveyed, sublet or otherwise disposed, and any such bidder and/or contractor, his assigned transferees or sublessees shall forfeit and lose all monies theretofore earned under such contract, except so much as may be required to pay employees. The Town may re-bid the Contract with all expenses to be underwritten by the contractor.

24, EXECUTION OF CONTRACT SIGNATURE PAGE. Upon award of the contract, the bidder awarded the contract and the Town of Newburgh shall execute the following Contract Signature Page incorporating the above Instructions to Bidders and these Contract Conditions and Specifications as an Agreement to perform the services described and specified herein at the price set forth in the Bid Proposal.

CONTRACT SIGNATURE PAGE

The Instructions to Bidders and Contract Conditions and Specifications form a part of this Agreement by the Contractor to perform the services described therein at the price set forth in the Bid Proposal to the Town of Newburgh for Garbage and Recyclable Collection for Town of Newburgh buildings and properties and the provisions, terms and conditions thereof shall be as binding between the parties hereto as if they were fully set forth herein.

The term of this Agreement is for _____ () years commencing January 1, 2012 and ending December 31, 20___ at the price set forth in Option ___ of the Bid Proposal.

IN WITNESS WHEREOF, the parties have made and executed this Agreement this ___ day of _____, 2013, effective January 1, 2014.

Town of Newburgh

Contractor

By: _____
Wayne C. Booth , Supervisor

By: _____

Title

7. **HIGHWAY DEPARTMENT:**
 - A. **Acceptance and Road Dedication for "Banquet Place"**
 - i. **Release of Storm Water Security**
 - ii. **Releasing of Road Performance Security**
 - iii. **Setting the Road Maintenance Security**
 - iv. **Consent to Accept Road**

OCT 21 2013

Ta
T.W



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

MEMORANDUM

TO: ANDREW J. ZARUTSKIE, TOWN CLERK
FROM: MARK C. TAYLOR,
ATTORNEY FOR THE TOWN
RE: ROAD DEDICATION FOR BANQUET PLACE
FROM MNP INSTITUTIONAL SUPPLY CO., LLC
DATE: OCTOBER 17, 2013

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Shay A. Humphrey
Jeffrey S. Sculley
Donna M. Badura

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

COUNSEL
Stephen P. Duggan, III

OF COUNSEL
Craig F. Simon

Enclosed please find the following documents in regard to the dedication of Banquet Place as a Town highway:

- (1) Eight "As Builts" (3 mylar), are already with the Town Engineer;
- (2) Executed Release and Dedication for Highway Purposes, executed in triplicate;
- (3) Copies of checks in the amount of \$1,150.00 and \$250.00. The original checks have already been delivered to the Town;
- (4) Maintenance Letter for Road, in triplicate and copy of Letter of Credit. The original Letter of Credit has been delivered to the Town;



- (5) **Marked up title report for Road Dedication Parcel;**
- (6) **Full Covenant and Warranty Deed for the Road conveying title to the Town, together with E & A, TP-584 for recording. There is an additional copy for your file. Please have the Town Supervisor sign where indicated and return all originals to our office. Thereafter, we will proceed with the filing of the originals.**
- (7) **Consent of Town Board to Dedication, in triplicate;**
- (8) **Order of Town Superintendent of Highways Accepting Dedication, in triplicate;**
- (9) **Certificate of Town Engineer as to the constructed road's compliance with the Town of Newburgh minimum road specifications (this will be furnished to the Town directly from the Town Engineer);**
- (10) **Certificate of Project Engineer that the road to be dedicated has been competed in accordance with the approved plans and specifications of the Town and that the total right of way has been cleared and the work was performed in a workmanlike manner is included on the As Builts;**
- (11) **Unanimous Written Consent of MNP Institutional Supply Co., LLC, for conveyance of Road Dedication Parcel;**



**(12) Copy of Release of Part of Mortgaged Premises and Release of Part of
Premises from Assignment of Rents, Leases and Other Income from Hudson
Valley Federal Credit Union, the Mortgage Holder.**

**cc: Hon. Wayne C. Booth, Town Supervisor
Town Board Members
Mary Lou Venuto, Receiver of Taxes
Darrell Benedict, Highway Superintendent
James Osborne, Town Engineer
John Venezia, Town Sole Assessor
Jacqueline M. Callarco, Town Accountant
John Platt, Commissioner of Public Works**

-----X

IN THE MATTER OF THE

LAYING OUT OF A CERTAIN TOWN
HIGHWAY IN THE TOWN OF NEWBURGH,
ORANGE COUNTY, NEW YORK

**CONSENT OF
TOWN BOARD
TO DEDICATION**

Banquet Place

-----X

Upon reading the Dedication and Release in the above entitled matter dated the 23rd day of May, 2011 wherein the owner of lands described therein has released the same to the Town of Newburgh and its highway Superintendent for highway purposes; now, therefore, be it

RESOLVED, that consent be and the same hereby is given to the Town Superintendent of Highways of the Town of Newburgh to make an Order Laying Out the Lands described in Schedule "A" attached hereto, in accordance with the provisions of the Highway Law and other statutes applicable thereto.

Dated the _____ day of October, 2013.

TOWN BOARD OF THE TOWN OF
NEWBURGH, ORANGE COUNTY, NY

Wayne C. Booth, Supervisor

George A. Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

SCHEDULE A

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

BEING Banquet Place as shown on a filed map entitled Site Plan for MNP Institutional Supply Co., LLC; said map being filed in the Orange County Clerk's office on July 31, 2013 as Map No. 245*-13 and further described as follows:

BEGINNING at a point in the southeasterly line of the existing Powelton Road, said point being North 39 degrees 40 minutes 53 seconds East 67.59 feet from the intersection of the aforementioned southeasterly line of Powelton Road with the northeasterly line of the existing NYS Route 32, a.k.a. North Plank Road; thence, along the aforementioned southeasterly line of Powelton Road, North 39 degrees 40 minutes 53 seconds East 50.25 feet to a point; thence, through the lands of the grantor, the following three courses:

- (1) South 44 degrees 37 minutes 15 seconds East 95.89 feet;
- (2) on a curve to the right having a radius of 75.00 feet and an arc length of 117.81 feet; and

(3) South 45 degrees 22 minutes 45 seconds West 31.99 feet to a point in the aforementioned northeasterly line of NYS Route 32, a.k.a. North Plank Road; thence, along the northeasterly line of NYS Route 32, North 38 degrees 13 minutes 21 seconds West 50.31 feet to a point; thence, through the lands of the grantor, the following three courses:

- (1) North 45 degrees 22 minutes 45 seconds East 26.39 feet;
- (2) on a curve to the left having a radius of 25.00 feet and an arc length of 39.28 feet; and
- (3) North 44 degrees 37 minutes 15 seconds West 90.90 feet to the point or place of beginning, containing 0.23 acres of land more or less.

-----X
IN THE MATTER OF THE

LAYING OUT OF A CERTAIN
HIGHWAY IN THE TOWN OF
NEWBURGH, ORANGE COUNTY,
NEW YORK

____Banquet Place____

**ORDER OF TOWN
SUPERINTENDENT OF
HIGHWAYS ACCEPTING
DEDICATION**

-----X
A Dedication and Release dated the 23rd day of May, 2011 of certain lands described therein for highway purposes, in the Town of Newburgh, Orange County, New York and described on Schedule A annexed hereto and made a part hereof, having been filed with the undersigned, together with the written consent of the Town Board of the Town of Newburgh being endorsed thereon and attached thereto,

NOW, THEREFORE, I, as Superintendent of Highways of the Town of Newburgh, Orange County, New York, do hereby ORDER that the lands hereinafter described in Schedule A attached hereto and made a part hereof be and the same hereby are laid out and accepted as public highways of the Town of Newburgh, Orange County, New York, which said highways shall be known as Banquet Place

Dated in the Town of Newburgh, Orange County, New York,

this _____ day of October, 2013.

DARRELL BENEDICT
Superintendent of Highways of the
Town of Newburgh, County of Orange,
New York.

SCHEDULE A

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- (1) South 44 degrees 37 minutes 15 seconds East 95.89 feet;
- (2) on a curve to the right having a radius of 75.00 feet and an arc length of 117.81 feet; and

(3) South 45 degrees 22 minutes 45 seconds West 31.99 feet to a point in the aforementioned northeasterly line of NYS Route 32, a.k.a. North Plank Road; thence, along the northeasterly line of NYS Route 32, North 38 degrees 13 minutes 21 seconds West 50.31 feet to a point; thence, through the lands of the grantor, the following three courses:

- (1) North 45 degrees 22 minutes 45 seconds East 26.39 feet;
 - (2) on a curve to the left having a radius of 25.00 feet and an arc length of 39.28 feet; and
 - (3) North 44 degrees 37 minutes 15 seconds West 90.90 feet to the point or place of beginning, containing 0.23 acres of land more or less.
- ✓

OCT 21 2013

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A: ✓ A:
A: ✓ A:

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: October 18, 2013
RE: **PB \ MNP INSTITUTIONAL SUPPLY CO. (Route 32) –
BANQUET PLACE**

The developer has completed the construction of the Town Road known as Banquet Place, submitted acceptable As-Built Drawings and provided an Engineer's Certification for the construction of the road. Based on inspections conducted by Darrell Benedict, Highway Superintendent and me, the road is complete and in substantial conformance with the approved plan. In addition, the Stormwater Management Plan has been constructed and inspected by Mr. Patrick Hines of McGoey, Hauser & Edsall and he has "no outstanding issues".

Based on the above, I am recommending the following:

1. The existing performance security in the amount of \$55,730 should be reduced to \$5,573 to be held as the maintenance security for a period of two years.
2. The existing performance security for the construction of the private stormwater management system in the amount of \$113,895 should be released.
3. No action on the landscaping security of \$26,040 should be taken at this time.

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.
D. Benedict, Hwy. Supt.

- B. Acceptance and Road Dedication for "Max Way"**
 - i. Consent to Accept Road**
 - ii Releasing of Public Improvement Performance Security**
 - iii Setting of Public Improvements Maintenance Security**
 - iiii Public Interest Resolution for Chesterfield Court Drainage District**
 - iv Final order of establishment for the Chesterfield Court Drainage District**
 - v Acceptance of Dedication of Drainage District Improvements**

OCT 21 2013

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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: October 18, 2013
RE: PB \ CHESTERFIELD COURT S.D. + Max Way

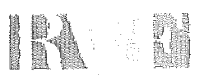
The developer has completed the construction of the public improvements (Town road, water and sewer main extension and stormwater management facilities) for the above referenced subdivision. In addition, he has submitted acceptable As-Built Drawings and the required Engineer's Certification. Based on site inspections of the completed work by the various Town departments, all work is acceptable and in substantial conformance with the approved plans. Therefore, I am recommending the following to the Town Board:

1. Releases the remaining performance security of \$187,123 and requires the submittal of a two-year maintenance security in the amount of \$61,810.

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: M. Taylor, Attorney
J. Platt, DPW Comm.
D. Benedict, Hwy. Supt.



- (4) Copies of checks in the amount of \$1,150.00, \$2,300.00 and \$250.00. The original checks have already been delivered to the Town;
- (5) Maintenance Letter for Road, in triplicate and copy of Letter of Credit. The original Letter of Credit has been delivered to the Town;
- (6) Marked up title report for Road and 50' Wide Lakeside Road Dedication Parcel;
- (7) Full Covenant and Warranty Deed for the Road and 50' Wide Lakeside Road Dedication Parcel, conveying title to the Town, together with E & A, TP-584 for recording. There are 2 additional copies for your file. Please have the Town Supervisor sign where indicated and return all originals to our office. Thereafter, we will proceed with the filing of the originals.
- (8) Utility Easement for the Road, together with TP-584 in triplicate and check for \$450.00 to cover the costs. Please have the Town Supervisor sign where indicated and return all originals to our office.
- (9) Consent of Town Board to Dedication, in triplicate;
- (10) Order of Town Superintendent of Highways Accepting Dedication, in triplicate;
- (11) Certificate of Town Engineer as to the constructed road's compliance with the Town of Newburgh minimum road specifications (this will be furnished to the Town directly from the Town Engineer);

- (12) Certificate of Project Engineer that the road to be dedicated has been competed in accordance with the approved plans and specifications of the Town and that the total right of way has been cleared and the work was performed in a workmanlike manner;**
- (13) Unanimous Written Consent of Sandcastle Homes, Inc., for conveyance of Road and the 50' Wide Lakeside Road Dedication Parcel;**
- (14) Irrevocable Offer of Dedication, in triplicate, for Stormwater Management Area #1 and #2;**
- (15) Maintenance Letter for Stormwater Management Area #1 and #2, in triplicate;**
- (16) Marked up title report for Stormwater Management Area #1 and #2;**
- (17) Full Covenant and Warranty Deed for the Stormwater Management Area #1 and #2, conveying title to the Town, together with E & A, TP-584 for recording. There are two (2) additional copies for your file. Please have the Town Supervisor sign where indicated and return all originals to our office. Thereafter, we will proceed with the filing of the originals.**
- (18) Unanimous Written Consent of Sandcastle Homes, Inc. to the conveyance of Stormwater Management Area #1 and #2 to the Town.**
- (19) Resolution Making Certain Determinations in Relation to and Approving the Establishment of the Chesterfield Court Drainage District of the Town of Newburgh, Orange County Pursuant to Article 12 of the Town Law.**



- (20) **Final Order of the Town Board of the Town of Newburgh Establishing the Chesterfield Court Drainage District.**
- (21) **Consent and Acceptance of the Town Board to the Dedication of Drainage Improvements to the Chesterfield Court Drainage District to the Town of Newburgh, for Stormwater Management Area #1 and #2.**
- (22) **Copy of Release of Part of Mortgaged Premises from Hometown Bank of the the Hudson Valley f/k/a Walden Federal Savings and Loan Association, the Mortgage Holder**

**cc: Hon. Wayne C. Booth, Town Supervisor
Town Board Members
Mary Lou Venuto, Receiver of Taxes
Darrell Benedict, Highway Superintendent
James Osborne, Town Engineer
John Venezia, Town Sole Assessor
Jacqueline M. Calarco, Town Accountant
John Platt, Commissioner of Public Works**

-----X
IN THE MATTER OF THE
LAYING OUT OF A CERTAIN TOWN
HIGHWAY IN THE TOWN OF NEWBURGH,
ORANGE COUNTY, NEW YORK
_____ Max Way _____

RELEASE AND
DEDICATION FOR
HIGHWAY PURPOSES

-----X
To the Town Superintendent of Highways
of the Town of Newburgh, Orange County, New York

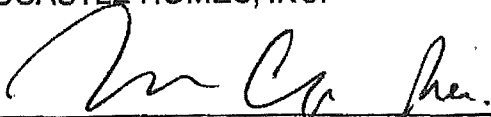
The undersigned, hereby dedicates to the Town of Newburgh, Orange County, New York, for highway purposes, the lands hereinafter described in Schedule A and Schedule B attached hereto and made a part hereof, to be known as Max Way Road (the "Premises"), now owned by the undersigned or in which we have or may have an interest. The Premises are herein dedicated for highway purposes

BEING a certain road as shown on a filed map entitled "Chesterfield Court Subdivision, Town of Newburgh, Orange County, New York," which map was filed in the Orange County Clerk's Office on December 2, 2010 as Map No. 425-10.

The undersigned, for the consideration of ONE and 00/100 (\$1.00) DOLLAR and other good and valuable consideration, receipt and sufficiency of which is acknowledged, hereby releases the Town of Newburgh, its officers and agents, from any and all claims by reason of the use of the Premises for the construction and maintenance of highways on said Premises.

IN WITNESS WHEREOF, the undersigned has hereto affixed his hand and seal this 11 day of SEPTEMBER 2013.

SANDCASTLE HOMES, INC.

By: 
Nicholas J. Cardaropoli, Jr., President

✓

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

On the *11* day of *September*, 2013, before me the undersigned, personally appeared Nicholas J. Cardaropoli, Jr., 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 she executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

REBECCA SHAW
Notary Public, State of New York
No. 01SH6107401
Qualified in Ulster County
Commission Expires March 29, 20*16*



July 29, 2013

Rev: October 14, 2013

Description
of
Max Way
Chesterfield Court Subdivision

BEGINNING at a set concrete monument on the southeasterly bounds of Lakeside Road, said point being $S28^{\circ}49'11''W$ 209.07 feet from a point at the intersection of the southerly line of lands now or formerly of Frank Anthony and Salvatore Monti with the northerly corner of Lot 1 on a map entitled Chesterfield Court Subdivision, Town of Newburgh, Orange County, New York, filed on December 02, 2010 as filed map no. 425-10;

thence, from said point of beginning the following nine (9) courses and distances:

1. along southwesterly line of Stormwater Management Area #1 on said Chesterfield Court Subdivision on a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of $90^{\circ}00'00''$, and a chord which bears $S16^{\circ}10'49''E$ 35.36 feet to a set capped iron rod;
2. *thence* continuing along same and continuing along the southwesterly lines of Lots 1, 2, and 3 of said filed map, $S61^{\circ}10'49''E$ 380.41 feet to a set capped iron rod at a point of curvature;
3. *thence*, continuing along the southerly line of lot 3 on a curve to the left having a radius of 25.00 feet, an arc length of 25.34 feet, a central angle of $58^{\circ}04'50''$, and a chord which bears $N89^{\circ}46'46''E$ 24.27 feet to a set capped iron rod at a point of reverse curvature;
4. *thence*, along same and along the westerly, northerly and northeasterly lines of lots 4, 5, 6, 7, 8, and Stormwater Management Area #2 on said filed map, on a curve to the right having a radius of 70.00 feet, an arc length of 362.23 feet, a central angle of $296^{\circ}29'10''$, and a chord which bears $S28^{\circ}58'56''W$ 73.68 feet to a set capped iron rod at a point of reverse curvature;
5. *thence*, continuing along northeasterly line of Lot 8 on a curve to the left having a radius of 25.00 feet, an arc length of 25.48 feet, a central angle of $58^{\circ}24'20''$ and a chord which bears $N31^{\circ}58'39''W$ 24.40 feet to a set capped iron rod at a point of tangency;
6. *thence*, along the same and along northeasterly line of lot 9, $N61^{\circ}10'49''W$ 380.83 feet to a set capped iron rod at a point of curvature;
7. *thence*, along same on a curve to the left having a radius of 25.00 feet, an arc length of 38.57 feet, a central angle of $88^{\circ}23'35''$ and a chord which bears $S74^{\circ}37'24''W$ 34.86 feet to a set concrete monument on the southeasterly bounds of Lakeside Road;
8. *thence*, along said southeasterly bounds of Lakeside Road on a curve to the left having a radius of 1745.76 feet, an arc length of 49.31 feet (49.30' per filed map), a central angle of $01^{\circ}37'06''$ and a chord which bears $N29^{\circ}37'44''E$ 49.30 feet to a point of tangency;
9. *thence*, along same $N28^{\circ}49'11''E$ 50.00 feet to the point or place of beginning;

Containing in area $36,607\pm$ square feet or $0.84\pm$ acres of land.

Njb/db
12020_MAX-WAY_ROW

SCHEDULE B

July 29, 2013

Description
of
50' Wide Lakeside Road Dedication Parcel
Chesterfield Court Subdivision

BEGINNING at a point on southeasterly side of Lakeside Road, said point of beginning being the intersection of the northerly corner of Lot 1 on a map entitled Chesterfield Court Subdivision, Town of Newburgh, Orange County, New York, filed on December 02, 2010 as filed map no. 425-10 with the southerly line of lands now or formerly of Frank Anthony and Salvatore Monti;

Thence, from said point of beginning the following eight (8) courses and distances:

1. along northwesterly line of said Lot 1 and along the northwesterly line of Stormwater Management Area #1 and continuing along the northwesterly bounds of Max Way as shown on said Chesterfield Court Subdivision S28°49'11"W 259.07 feet to a point of curvature;
2. *thence* continuing along said Max Way and along the northwesterly line of Lot 9 of said filed map on a curve to the right having a radius of 1745.76 feet, an arc length of 175.39 feet, a central angle of 05°45'23", and a chord which bears S31°41'53"W 175.32 feet to a non-tangent point;
3. *thence*, continuing along Lot 9 and along northwesterly line of Lot 10 on said filed map, S34°38'09"W 165.11 feet to the intersection of the southwesterly corner of said Lot 10 and the northeasterly line of lands now or formerly of North Plank Dev. Co. LLC.;
4. *thence*, N66°56'39"W 51.04 feet;
5. *thence*, along southeasterly line of said Rudie and continuing along the southeasterly line of lands now or formerly of Rudie/Albert Family Trust, N34°38'09"E 175.32 feet to a point of non-tangent curvature;
6. *thence*, continuing along Rudie/Albert Family Trust on a curve to the left having a radius of 1695.76 feet, an arc length of 170.36 feet, a central angle of 05°45'22", and a chord which bears N31°41'53"E 175.32 feet to a point of tangency;
7. *thence*, along same, N28°49'11"W 254.18 feet;
8. *thence*, S66°46'20"E 50.24 feet to the point or place of beginning.

Containing in area 29,986± square feet or 0.69± acres of land.

Njh/db
12020_LAKESIDE_ROAD_ROW

-----X

IN THE MATTER OF

LAYING OUT OF A CERTAIN TOWN
HIGHWAY IN THE TOWN OF NEWBURGH,
ORANGE COUNTY, NEW YORK

CONSENT OF
TOWN BOARD
TO DEDICATION

_____ MAX WAY _____

-----X

Upon reading the Dedication and Release in the above entitled matter dated the _____ day of _____, 2013, wherein the owner of lands described therein has released the same to the Town of Newburgh and its highway Superintendent for highway purposes; now, therefore, be it

RESOLVED, that consent be and the same hereby is given to the Town Superintendent of Highways of the Town of Newburgh to make an Order Laying Out the Lands described in Schedule A and Schedule B attached hereto, in accordance with the provisions of the Highway Law and other statutes applicable thereto.

Dated the _____ day of _____, 2013.

TOWN BOARD OF THE TOWN OF
NEWBURGH, ORANGE COUNTY, NEW
YORK

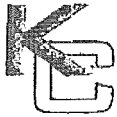
Wayne C. Booth, Supervisor

Gilbert J. Piaquadio, Deputy Supervisor

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

✓



July 29, 2013
Rev: October 14, 2013

Description
of
Max Way
Chesterfield Court Subdivision

BEGINNING at a set concrete monument on the southeasterly bounds of Lakeside Road, said point being S28°49'11"W 209.07 feet from a point at the intersection of the southerly line of lands now or formerly of Frank Anthony and Salvatore Monti with the northerly corner of Lot 1 on a map entitled Chesterfield Court Subdivision, Town of Newburgh, Orange County, New York, filed on December 02, 2010 as filed map no. 425-10;

thence, from said point of beginning the following nine (9) courses and distances:

1. along southwesterly line of Stormwater Management Area #1 on said Chesterfield Court Subdivision on a curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of 90°00'00", and a chord which bears S16°10'49"E 35.36 feet to a set capped iron rod;
2. *thence* continuing along same and continuing along the southwesterly lines of Lots 1, 2, and 3 of said filed map, S61°10'49"E 380.41 feet to a set capped iron rod at a point of curvature;
3. *thence*, continuing along the southerly line of lot 3 on a curve to the left having a radius of 25.00 feet, an arc length of 25.34 feet, a central angle of 58°04'50", and a chord which bears N89°46'46"E 24.27 feet to a set capped iron rod at a point of reverse curvature;
4. *thence*, along same and along the westerly, northerly and northeasterly lines of lots 4, 5, 6, 7, 8, and Stormwater Management Area #2 on said filed map, on a curve to the right having a radius of 70.00 feet, an arc length of 362.23 feet, a central angle of 296°29'10", and a chord which bears S28°58'56"W 73.68 feet to a set capped iron rod at a point of reverse curvature;
5. *thence*, continuing along northeasterly line of Lot 8 on a curve to the left having a radius of 25.00 feet, an arc length of 25.48 feet, a central angle of 58°24'20" and a chord which bears N31°58'39"W 24.40 feet to a set capped iron rod at a point of tangency;
6. *thence*, along the same and along northeasterly line of lot 9, N61°10'49"W 380.83 feet to a set capped iron rod at a point of curvature;
7. *thence*, along same on a curve to the left having a radius of 25.00 feet, an arc length of 38.57 feet, a central angle of 88°23'35" and a chord which bears S74°37'24"W 34.86 feet to a set concrete monument on the southeasterly bounds of Lakeside Road;
8. *thence*, along said southeasterly bounds of Lakeside Road on a curve to the left having a radius of 1745.76 feet, an arc length of 49.31 feet (49.30' per filed map), a central angle of 01°37'06" and a chord which bears N29°37'44"E 49.30 feet to a point of tangency;
9. *thence*, along same N28°49'11"E 50.00 feet to the point or place of beginning;

Containing in area 36,607± square feet or 0.84± acres of land.

Njb/db
12020_MAX-WAY_ROW



July 29, 2013

Rev: October 14, 2013

Rev: October 17, 2013

Description
of
50' Wide Lakeside Road Dedication Parcel
Chesterfield Court Subdivision

BEGINNING at a point on southeasterly side of Lakeside Road, said point of beginning being the intersection of the northerly corner of Lot 1 on a map entitled Chesterfield Court Subdivision, Town of Newburgh, Orange County, New York, filed on December 02, 2010 as filed map no. 425-10 with the southerly line of lands now or formerly of Frank Anthony and Salvatore Monti (Tax map SBL 28-1-10);

Thence, from said point of beginning the following eight (8) courses and distances:

1. along northwesterly line of said Lot 1 and along the northwesterly line of Stormwater Management Area #1 and continuing along the northwesterly bounds of Max Way as shown on said Chesterfield Court Subdivision S28°49'11"W 259.07 feet to a point of curvature;
2. *thence* continuing along said Max Way and along the northwesterly line of Lot 9 of said filed map on a curve to the right having a radius of 1745.76 feet, an arc length of 175.39 feet, a central angle of 05°45'23", and a chord which bears S31°41'53"W 175.32 feet to a non-tangent point;
3. *thence*, continuing along Lot 9 and along northwesterly line of Lot 10 on said filed map, S34°38'09"W 165.11 feet to the intersection of the southwesterly corner of said Lot 10 and the northeasterly line of lands now or formerly of North Plank Dev. Co. LLC. (Tax map SBL 28-1-17);
4. *thence*, N66°56'39"W 51.04 feet;
5. *thence*, along southeasterly line of said Rudie (Tax map SBL 28-1-15) and continuing along the southeasterly line of lands now or formerly of Rudie/Albert Family Trust (Tax map SBL 28-1-36), N34°38'09"E 175.32 feet to a point of non-tangent curvature;
6. *thence*, continuing along Rudie/Albert Family Trust on a curve to the left having a radius of 1695.76 feet, an arc length of 170.36 feet, a central angle of 05°45'22", and a chord which bears N31°41'53"E 170.29 feet to a point of tangency;
7. *thence*, along same, N28°49'11"W 254.18 feet;
8. *thence*, S66°46'20"E 50.24 feet to the point or place of beginning.

Containing in area 29,986± square feet or 0.69± acres of land.

Njb/db
12020_LAKESIDE_ROAD_ROW_r2

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 21st day of October, 2013 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

A RESOLUTION MAKING CERTAIN DETERMINATIONS IN RELATION TO AND APPROVING THE ESTABLISHMENT OF THE CHESTERFIELD COURT DRAINAGE DISTRICT OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK PURSUANT TO ARTICLE 12 OF THE TOWN LAW

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

WHEREAS, a petition dated November, 2009 was duly presented to the Town Board, according to law, requesting that the Chesterfield Court Drainage District, as hereinafter described, be established in the Town of Newburgh; and

WHEREAS, a map, plan and report map, plan and report dated October, 2009, revised November 18, 2009 was duly prepared according to law in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Newburgh showing the boundaries of the proposed Drainage District, a general plan of the drainage system, all outlets and the terminus and course of each drain, such Drainage District to be known as the "Chesterfield Court Drainage District"; and

WHEREAS, said map, plan and report showing the facilities involved together with the proposed boundaries of the proposed Chesterfield Court Drainage District was prepared by Eustance & Horowitz, P.C., competent engineers duly licensed by the State of New York and has been filed in the office of the Town Clerk of said Town, where the same has been available during regular office hours for examination by any persons interested in the subject matter thereof; and

WHEREAS, said Chesterfield Court Drainage District shall be bounded and described as set forth in Schedule A attached hereto and made a part hereof; and

WHEREAS, the proposed establishment of the Chesterfield Court Drainage District has been determined to be an "Unlisted Action" pursuant to the provisions of the State Environmental Quality Review Act and the regulations promulgated thereunder, and the Town of Newburgh Planning Board acting in the capacity as Lead Agency in a coordinated environmental review of the Chesterfield Court Subdivision and related approvals has adopted a "Negative Declaration" pursuant to which it was determined that there will be no adverse environmental

impacts or that identified adverse environmental impacts will not be significant for the action which encompasses the proposed establishment of the Chesterfield Court Drainage District; and

WHEREAS, no amount is proposed to be expended for the improvement as stated in the petition and no financing of the cost of the District's facilities or services is proposed by the issuance of bonds, notes, certificates or other evidences of indebtedness of the Town nor is it proposed to assume debt service on obligations issued pursuant to Subdivision 12 of Town Law §198, the developer of the Chesterfield Court Subdivision proposing to install, construct and dedicate the necessary stormwater management facilities without cost to the District; and

WHEREAS, \$9,100.00 is set forth in petition or the map, plan and report appended to the petition as the maximum amount proposed to be expended annually for the performance or supplying of services for the operation and maintenance of the dedicated drainage/stormwater management facilities of the Chesterfield Court Drainage District, inclusive of insurance costs, and the average annual cost of the District to a typical property is estimated to be \$910.00, which is the same as the cost to the typical one or two family home; and

WHEREAS, an order was duly adopted by said Town Board on January 19, 2010, reciting a description of the boundaries of said proposed District, the services proposed, the fact that said map, plan and report was on file in the Town Clerk's Office for public inspection and specifying the 1st day of March, 2010, at 7:00 o'clock P.M., Prevailing Time, at the Town Hall, 1496 Route 300, in Newburgh, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to consider the establishment of said Drainage District and said map, plan and report filed in relation thereto and to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, notice of the aforesaid public hearing was duly published and posted in the manner and within the time prescribed by Section 193 of the Town Law, and proof of publication and posting has been duly presented to the Town Board; and

WHEREAS, said public hearing was duly held at the times and place as stated above in accordance with the notice and order, at which all persons desiring to be heard were duly heard; and

WHEREAS, said Town Board duly considered said petition, map, plan and report and the testimony and evidence given at said public hearing.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined as follows:

(a) The petition is signed and acknowledged or proved as required by law and is otherwise sufficient;

(b) All the property and property owners within said proposed Drainage District are benefited thereby;

(c) All the property and property owners benefited are included within the limits of said proposed Drainage District;

(d) It is in the public interest to grant in whole the relief sought and establish said proposed Chesterfield Court Drainage District.

Section 2. The establishment of the Chesterfield Court Drainage District, as more fully described in the map, plan and report prepared by Eustance & Horowitz, P.C, competent engineers duly licensed by the State of New York, is hereby approved.

Section 3. All initial contracts of sale for lots in the Chesterfield Court Subdivision and deeds shall contain language satisfactory to the Attorney for the Town notifying purchasers and future purchasers that the subject property is within the boundaries of the Chesterfield Court Drainage District and subject to assessment and levy by the Town of Newburgh for the repair, replacement and maintenance of the Drainage District's improvements.

Section 4. Said Chesterfield Court Drainage District shall be bounded and described as set forth in Schedule A attached hereto and made a part hereof.

Section 5. The proposed improvement, including cost of property rights acquisition, rights of way, easements, construction costs, landscaping costs, legal fees, engineering fees, district expenses incurred in connection with the establishment of the district and the construction of improvements shall be borne by the petitioner(s) and costs of operation and maintenance shall be financed as follows: by assessment of the costs against the properties in the district in just proportion to the benefits derived from the improvements

Section 6. This resolution shall take effect immediately.

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

George Woolsey, Councilman voting _____

Gilbert J. Piaquadio, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.

APPENDIX "A"
Description – Chesterfield Court Drainage District Boundaries
Town of Newburgh, Orange County, New York

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

Beginning at a point on the easterly line of Lakeside Road, said point of beginning being the most northerly corner of Lot 1 and the in the line of lands N/F of Frank, Anthony & Salvatore Monti (T.M. 28-1-10) as shown on a plan entitled "Subdivision Plan for Chesterfield Court, Subdivision, Town of Newburgh" dated February 13, 2007, last revised February 5, 2009 as prepared by Eustance & Horowitz, P.C.; thence from said point of beginning and along the line of lands of Monti, South 66°-46'-20" East 1,001.54' to a point in the line of lands N/F R. & E. Marwin and Bogursky (T.M. 111-2-22); thence along the line of lands of Bogursky and further continuing along the line of lands N/F of Adolfo and Lisa Rivera (T.M. 111-2-21) and further continuing along the line of lands of John and Patricia Allessandro (T.M. 111-2-19.2), South 22°-47'-44" West 600.00' to a point in the line of lands N/F of Carmelo and Josephine Disano (T.M. 34-1-1.11); thence along said lands and further continuing along the line of lands N/F of H. & D. Holding Group Corp. (T.M. 28-1-18.2), North 65°-23'-49" West 270.91' to a point; thence continuing along the line of lands of h. & D. Holding Group Corp. (T.M. 28-1-182) and further continuing along the line of lands N/F of North Plank Dev. Co., LLC (T.M. 28-1-17), North 66°-44'-43" West 818.96' to a point in the easterly line of Lakeside Road; thence along the easterly line of Lakeside Road on the remaining courses and distances: North 34°-38'-09" East 165.11' to a point of curvature; thence on a curve to the left having a radius of 1,745.76', an arc distance of 175.39' to a point of tangency; thence on a tangent, North 28°-49'-11" East 259.07' to the point or place of beginning.

Containing 14.16± acres.

DRAFT

At a meeting of the Town Board held at the Town Hall, 1496 Route 300 in the Town of Newburgh, Orange County, New York, on the ___th day of October, 2013 at 7:00 o'clock p.m.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

FINAL ORDER OF THE TOWN BOARD
OF THE TOWN OF NEWBURGH
ESTABLISHING THE CHESTERFIELD
COURT DRAINAGE DISTRICT
OF THE TOWN OF NEWBURGH,
ORANGE COUNTY, NEW YORK

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

WHEREAS, a petition dated November, 2009 was duly presented to the Town Board, according to law, requesting that the Chesterfield Court Drainage District, as hereinafter described, be established in the Town of Newburgh; and

WHEREAS, a map, plan and report map, plan and report dated October, 2009, revised November 18, 2009 was duly prepared according to law in such manner and in such detail as has heretofore been determined by the Town Board of the Town of Newburgh showing the boundaries of the proposed Drainage District, a general plan of the drainage system, all outlets and the terminus and course of each drain, such Drainage District to be known as the "Chesterfield Court Drainage District"; and

WHEREAS, said map, plan and report showing the facilities involved together with the proposed boundaries of the proposed Chesterfield Court Drainage District was prepared by Eustance & Horowitz, P.C., competent engineers duly licensed by the State of New York and has been filed in the office of the Town Clerk of said Town, where the same has been available during regular office hours for examination by any persons interested in the subject matter thereof; and

WHEREAS, said Chesterfield Court Drainage District shall be bounded and described as set forth in Schedule A attached hereto and made a part hereof; and

WHEREAS, the proposed establishment of the Chesterfield Court Drainage District has been determined to be an "Unlisted Action" pursuant to the provisions of the State Environmental Quality Review Act and the regulations promulgated thereunder, and the Town of

Newburgh Planning Board acting in the capacity as Lead Agency in a coordinated environmental review of the Woodlawn Heights and related approvals has adopted a "Negative Declaration" pursuant to which it was determined that there will be no adverse environmental impacts or that identified adverse environmental impacts will not be significant for the action which encompasses the proposed establishment of the Chesterfield Court Drainage District; and

WHEREAS, no amount is proposed to be expended for the improvement as stated in the petition and no financing of the cost of the District's facilities or services is proposed by the issuance of bonds, notes, certificates or other evidences of indebtedness of the Town nor is it proposed to assume debt service on obligations issued pursuant to Subdivision 12 of Town Law §198, the developer of the Chesterfield Court Subdivision having installed and constructed and proposing to dedicate the necessary drainage and stormwater management facilities without cost to the District; and

WHEREAS, \$9,100.00 is set forth in petition or the map, plan and report appended to the petition as the maximum amount proposed to be expended annually for the performance or supplying of services for the operation and maintenance of the dedicated drainage/stormwater management facilities of the Chesterfield Court Drainage District, inclusive of insurance costs, and the average annual cost of the District to a typical property is estimated to be \$910.00, which is the same as the cost to the typical one or two family home; and

WHEREAS, an order was duly adopted by said Town Board on January 19, 2010, reciting a description of the boundaries of said proposed District, the services proposed, the fact that said map, plan and report was on file in the Town Clerk's Office for public inspection and specifying the 1st day of March, 2010, at 7:00 o'clock P.M., Prevailing Time, at the Town Hall, 1496 Route 300, in Newburgh, New York, in said Town, as the time when and the place where said Town Board would meet for the purpose of holding a public hearing to consider the establishment of said Drainage District and said map, plan and report filed in relation thereto and to hear all persons interested in the subject thereof concerning the same; and

WHEREAS, notice of the aforesaid public hearing was duly published and posted in the manner and within the time prescribed by Section 193 of the Town Law, and proof of publication and posting has been duly presented to the Town Board; and

WHEREAS, said public hearing was duly held at the times and place as stated above in accordance with the notice and order, at which all persons desiring to be heard were duly heard; and

WHEREAS, the Town Board did duly determine and resolve following said hearing that:

(a) The petition was signed and acknowledged or proved as required by law and is otherwise sufficient;

(b) All the property and property owners within said proposed District were

benefitted thereby;

(c) All the property and property owners benefitted were included within the limits of said proposed District of the Town of Newburgh;

(d) It was in the public interest to grant in whole the relief sought and establish said proposed district;

(e) The establishment of the Chesterfield Court Subdivision Drainage District of the Town of Newburgh, all as more fully described in the map, plan and report prepared by Eustance & Horowitz, P.C., competent engineers duly licensed by the State of New York, was approved; and

(f) Said Chesterfield Court Drainage District of the Town of Newburgh shall be bounded and described as set forth in Appendix A attached hereto and made a part hereof; and

WHEREAS, the Town Board did further determine and resolve that the proposed improvements, including cost of property rights acquisition, rights of way, easements, construction costs, legal fees, engineering fees, district expenses incurred in connection with the establishment of the district and the construction of improvements shall be borne by the petitioner(s) and costs of operation and maintenance of the Chesterfield Court Drainage District shall be financed as follows: by assessment of the costs against the properties in the district in just proportion to the benefits derived from the improvements; and

WHEREAS, it is not proposed that the Town of Newburgh shall finance the cost of the establishment, improvement or service by the issuance of bonds, notes, certificates or other evidences of the indebtedness of the Town therefore, nor is it proposed to assume debt service on obligations issued pursuant to Subdivision 12 of Town Law §198, the developers of the Chesterfield Court Subdivision having constructed or installed the necessary improvements and dedicated them at no cost to the Town or District, and therefore, pursuant to Town Law §194(6) the permission of the State Comptroller, Department of Audit and Control, is not required; and

NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Newburgh, Orange County, New York as follows:

Section 1. A Drainage District of the Town of Newburgh be established in the said Town of Newburgh, Orange County, New York, to be known and designated as the Chesterfield Court Drainage District.

Section 2. Said Chesterfield Court Drainage District of the Town of Newburgh shall be bounded and described as set forth in Appendix A attached hereto and made a part hereof.

Section 3. The Town Clerk of the Town of Newburgh, is hereby authorized and directed to cause a certified copy of this order to be duly recorded in the office of the Clerk of the County of Orange within ten (10) days after the adoption of this order.

Section 4. The Town Clerk is hereby authorized and directed to file a certified copy of

this order in the Office of the State Department of Audit and Control, Albany, New York, within ten (10) days after the adoption of this order.

Section 5. This order shall take effect immediately.

The foregoing Order was duly put to a vote on roll call which resulted as follows:

George Woolsey, Councilman _____ voting _____

Gilbert J. Piaquadio, Councilman _____ voting _____

Elizabeth J. Greene., Councilwoman voting _____

Ernest C. Bello, Jr., Councilman _____ voting _____

Wayne C. Booth, Supervisor _____ voting _____

The Order was thereupon duly declared adopted.

APPENDIX "A"
Description – Chesterfield Court Drainage District Boundaries
Town of Newburgh, Orange County, New York

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

Beginning at a point on the easterly line of Lakeside Road, said point of beginning being the most northerly corner of Lot 1 and the in the line of lands N/F of Frank, Anthony & Salvatore Monti (T.M. 28-1-10) as shown on a plan entitled "Subdivision Plan for Chesterfield Court, Subdivision, Town of Newburgh" dated February 13, 2007, last revised February 5, 2009 as prepared by Eustance & Horowitz, P.C.; thence from said point of beginning and along the line of lands of Monti, South 66°-46'-20" East 1,001.54' to a point in the line of lands N/F R. & E. Marwin and Bogursky (T.M. 111-2-22); thence along the line of lands of Bogursky and further continuing along the line of lands N/F of Adolfo and Lisa Rivera (T.M. 111-2-21) and further continuing along the line of lands of John and Patricia Alessandro (T.M. 111-2-19.2), South 22°-47'-44" West 600.00' to a point in the line of lands N/F of Carmelo and Josephine Disano (T.M. 34-1-1.11); thence along said lands and further continuing along the line of lands N/F of H. & D. Holding Group Corp. (T.M. 28-1-18.2), North 65°-23'-49" West 270.91' to a point; thence continuing along the line of lands of h. & D. Holding Group Corp. (T.M. 28-1-182) and further continuing along the line of lands N/F of North Plank Dev. Co., LLC (T.M. 28-1-17), North 66°-44'-43" West 818.96' to a point in the easterly line of Lakeside Road; thence along the easterly line of Lakeside Road on the remaining courses and distances: North 34°-38'-09" East 165.11' to a point of curvature; thence on a curve to the left having a radius of 1,745.76', an arc distance of 175.39' to a point of tangency; thence on a tangent, North 28°-49'-11" East 259.07' to the point or place of beginning.

Containing 14.16± acres.

-----X

IN THE MATTER OF THE
DEDICATION OF CERTAIN DRAINAGE
IMPROVEMENTS INSTALLED AND
CONSTRUCTED IN THE
TOWN OF NEWBURGH, ORANGE
COUNTY, NEW YORK

CONSENT AND ACCEPTANCE OF
THE TOWN BOARD TO
DEDICATION OF DRAINAGE
IMPROVEMENTS TO THE
CHESTERFIELD COURT
DRAINAGE DISTRICT OF
THE TOWN OF NEWBURGH

-----X

Upon reading the Dedication and Release in the above entitled matter dated the _____ day of _____, 2013, wherein SANDCASTLE HOMES, INC. have released and dedicated to the Chesterfield Court Drainage District of Town of Newburgh the following drainage improvements: to wit, stormwater ponds, culverts and catch basins (the "Drainage Improvements"), installed and constructed at the Chesterfield Court Subdivision, being a portion of tax map parcel 28-1-14.11 within the boundaries of the Chesterfiled Court Drainage District, as shown on a plan entitled "Chesterfield Court Subdivision, Town of Newburgh, Orange County, New York" filed in the Town Engineer's Office on December 2, 2010 as Map No. 425-10, for drainage uses;

NOW, THEREFORE, BE IT

RESOLVED, that consent and acceptance be and the same hereby are given to the dedication and use of the Drainage Improvements by the Chesterfield Court Drainage District of the Town of Newburgh in accordance with the provisions of the Town Law, the Town of Newburgh Municipal Code and other statutes applicable thereto, and be it

FURTHER RESOLVED that the Drainage Improvements shall become a part of the Chesterfield Court Drainage District's facilities and improvements, and the expense of maintenance thereof shall be a charge against such district, except during a two (2) year period from the date hereof the Owner shall be responsible to perform or reimburse the Chesterfield Court Drainage District of the Town of Newburgh for the costs of repair of any defects in workmanship or materials in the Drainage Improvements and, in the event any of the Drainage Improvements are found to be non-compliant with Town and other applicable regulations, to

bring the said improvements into compliance.

Dated the _____ day of _____, 2013.

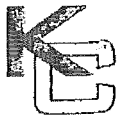
TOWN BOARD OF THE TOWN OF
NEWBURGH, ORANGE COUNTY, NEW YORK

Wayne C. Booth, Supervisor

Gilbert J. Piaquadio, Deputy Supervisor

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman



July 29, 2013
Rev: Oct. 15, 2013

Description
of
Stormwater Management Area #1
Chesterfield Court Subdivision

BEGINNING at a point on the southeasterly bounds of Lakeside Road, said point being $S28^{\circ}49'11''W$ 54.45 feet from a point on the southerly line of lands n/f Frank Anthony and Salvatore Monti at the intersection of said southeasterly bounds of Lakeside Road with the northerly corner of Lot 1 on a map entitled Chesterfield Court Subdivision, Town of Newburgh, Orange County, New York, filed on December 02, 2010 as filed map no. 425-10;

Thence, from said point of beginning the following five (5) courses and distances:

1. along westerly line of Lot 1 on said Chesterfield Court Subdivision, $S21^{\circ}59'15''E$ 88.95 feet;
2. *thence* along the same, $S05^{\circ}31'13''E$ 149.46 feet to a point in the northeasterly line of Max Way as shown on aforesaid filed map no. 425-10 ;
3. *thence*, along the northeasterly line of Max Way, $N61^{\circ}10'49''W$ 128.24 feet to a set capped iron rod at a point of curvature;
4. *thence*, along the same, on a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, a central angle of $90^{\circ}00'00''$, and a chord which bears $N16^{\circ}10'49''W$ 35.36 feet to a set concrete monument on said southeasterly bounds of Lakeside Road;
5. *thence*, along Lakeside Road, $N28^{\circ}49'11''E$ 154.62 feet to the point or place of beginning.

Containing in area 15,513± square feet or 0.36± acres of land.

Njb/db
12020_STORMWATER_MANAGEMENT_AREA-1



July 29, 2013

SCHEDULE B

Description
of
Stormwater Management Area #2
Chesterfield Court Subdivision

BEGINNING at a point at the intersection of the southerly corner of Lot 7 on a map entitled Chesterfield Court Subdivision, Town of Newburgh, Orange County, New York, filed on December 02, 2010 as filed map no. 425-10 with the northerly line of lands now or formerly of Orchard Properties Inc., said point being S66°44'43"E 635.22 feet intersection of the southwesterly corner of Lot 10 of said filed map with the southeasterly bounds of Lakeside Road;

Thence, from said point of beginning the following five (5) courses and distances:

1. along the easterly line of Lot 7 on said Chesterfield Court Subdivision, N12°23'54"E 241.06 feet to the southerly bounds of Max Way as shown on aforesaid filed map no. 425-10 to a point of curvature;
2. *thence* along said Max Way on a curve to the left having a radius of 70.00 feet, an arc length of 25.00 feet, a central angle of 20°27'46", and a chord which bears N60°00'06"E to the most westerly corner of Lot 6 of said filed map;
3. *thence*, along said Lot 6, S61°09'17"E 100.00 feet;
4. *thence*, along the same, S05°03'32"W 259.93 feet to the northerly line of lands n/f Orchard Properties Inc.;
5. *thence*, along lands n/f Orchard Properties Inc., N66°44'43"W 150.16 feet to the point or place of beginning.

Containing in area 33,359± square feet or 0.77± acres of land.

njb/db
12020_STORMWATER_MANAGEMENT_AREA-2

8. PLANNING BOARD:

- A. Reduction of Landscape Performance Security for Mid-Hudson Federal Credit Union**
- B. Reduction of Landscape Performance Security for Quick Chek**
- C. Reduction of Landscape Performance Security for Orange County Choppers**

OCT 21 2013

KALA

80

Karen Arent Landscape Architect

Memorandum

To: Supervisor Wayne Booth and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: October 7, 2013

Subject: Mid-Hudson Federal Credit Union Landscape Security Release

Town Project Number: 2011-01

Cc: Mr. Gerald Canfield, Code Enforcement for the Town of Newburgh, Chairman
John Ewasutyn and the Town of Newburgh Planning Board,
Ms. Cindy Martinez, Mark Taylor, Esq.,

COMMENTS:

The landscape was installed in April 2012. Everything looks good with the exception of Coreopsis, a perennial. One hundred eighteen plants were installed and only twenty-five or so remain. They could have been cut back for the season but most likely they were not because all the other perennials were not cut back.

In accordance with previous recommendations, one half of the bond amount, 29,519 (total bond approved was \$59,038), is recommended at this time. In April, after plants are in the ground for two years, another inspection should be performed. If replacements were made and plants are in good condition, the second half of the bond will be recommended to be released. Please let me know if the board is in agreement with these recommendations.

ACT 21 2013

KALA

Karen Arent Landscape Architect



Memorandum

To: Supervisor Wayne Booth and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: October 7, 2013

Subject: Quick Chek Landscape Security Release

Town Project Number: 2010-04

Cc: Mr. Gerald Canfield, Code Enforcement for the Town of Newburgh, Chairman
John Ewasutyn and the Town of Newburgh Planning Board,
Ms. Cindy Martinez, Mark Taylor, Esq.

COMMENTS:

A request for release of the landscape bond was requested. The landscape was installed in June, 2012. An inspection was performed today. Most plants are in good condition. The contractor spread compost and seeded bare spots in lawn and meadow areas. One half of the landscape bond, \$54,727 (total amount of bond recommended was \$109454) is recommended to be released at this time.

Next spring, after plants are in the ground for two years, another inspection should be performed. If plants are still in good condition and lawn areas appear vigorous and healthy, the second half of the bond will be recommended to be released.

OCT 21 2013

KALA

8c

Karen Arent Landscape Architect

Memorandum

To: Supervisor Wayne Booth and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: October 7, 2013

Subject: Orange County Choppers Landscape Security Release

Town Project Number: 2005-58

Cc: Mr. Gerald Canfield, Code Enforcement for the Town of Newburgh, Chairman
John Ewasutyn and the Town of Newburgh Planning Board,
Ms. Cindy Martinez, Mark Taylor, Esq.

COMMENTS:

A request for release of the landscape bond was recommended. The landscape was installed in September 2012. An inspection was performed on Thursday October 3. Landscape plantings appear healthy and in good condition. One half of the landscape bond, \$7,576.50 (the total amount of the bond recommended was \$15,153) is recommended to be released at this time.

Next fall, after plants are in the ground for two years, another inspection should be performed. If plants are still in good condition, the second half of the bond will be recommended to be released.

9. SCHEDULE PUBLIC HEARING for Special Districts

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 October, 2013 at 7:00 P.M., Prevailing Time.

PRESENT:

- Wayne C. Booth, Supervisor
- George Woolsey, Councilman
- Gilbert J. Piaquadio, Councilman
- Elizabeth J. Greene, Councilwoman
- Ernest C. Bello, Jr., Councilman

RESOLUTION CALLING PUBLIC HEARINGS; RE: SPECIAL DISTRICT ASSESSMENTS, ROLLS AND BENEFIT FORMULAS FOR THE YEAR 2014

Councilman\Councilwoman _____ presented the following resolution which was seconded by Councilman\Councilwoman _____.

WHEREAS, the Town Board of the Town of Newburgh has met and considered the establishment or rates and benefit units for each of the Town's special districts and special improvement areas; and

WHEREAS, the Town Board of the Town of Newburgh desires to set a date for the Public Hearing on the Budgets, Assessments and Benefit Formulas for all special districts and special improvement areas of the Town of Newburgh for the fiscal year beginning January 1, 2014 to be held on November 18, 2013 at 7:00 p.m.

WHEREAS, the Assessment Rolls have been filed in the Office of the Town Clerk of the Town of Newburgh.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That in accordance with the Sections 202-a and 239 of the Town Law, the Town Board of the Town of Newburgh shall meet on November 18, 2013 at 7:00 p.m. at the Town Hall, 1496 Route 300, Newburgh, New York and then and there hold a Public Hearing on the following special districts and special improvement area Budgets, Assessment Rolls and Benefit Formulas, each to be heard separately in the order as listed:

Colden Park Lighting District, Consolidated Lighting District, Fleetwood Lighting District, Lakeside Road Lighting District, Orange Lake Lighting District, Consolidated Water #1, Consolidated Water #2, (inclusive of Consolidated, Colden Park and Fleetwood-Holiday Park Water Districts as applicable), Lateral N Water (Thornwood), Gidney Sewer District, Nob Hill Sewer District, Meadow Hill North Sewer District, Meadow Hill South Sewer District, Algonquin Sewer District, Crossroads Sewer District, Fleetwood Sewer District, 17K UA Sewer District, Wintergreen Sewer District, Amber Fields Drainage District, Cox Drainage District, Stonewall Estates Drainage District, Fini Subdivision Drainage District, Candlestick Hill Drainage District, Woodlawn Heights Drainage District, Margate Drainage District, Mountain Lake Drainage District, Greenshire Way Highway Improvement Area and Laurie Lane Highway Improvement Area.

2. The Town Clerk of the Town of Newburgh shall give Notice of such Public Hearing by Publishing Notice thereof in a newspaper published within the Town of Newburgh not less than ten (10) days nor more than twenty (20) days prior to November 18, 2013, and cause a copy of such notice to be posted on the sign board of the Town of Newburgh not later than ten (10) days before November 18, 2013, and notices shall be mailed as required.
3. This 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:

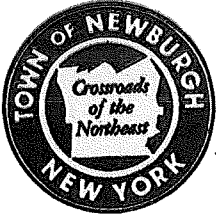
George Woolsey, Councilman voting _____
Gilbert J. Piaquadio, Councilman voting _____
Elizabeth J. Greene, Councilwoman voting _____
Ernest C. Bello, Jr., Councilman voting _____
Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.

10. POLICE: Education Reimbursement

OCT 21 2013

10



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief of Police

(845) 564-1100

October 17, 2013

To: Town Board

From: Chief Michael Clancy

Subject: Education Reimbursement for Officer Spampinato

Officer Vincent Spampinato is pursuing a Masters Degree in Public Administration from Columbia Southern University and has completed several courses towards the Degree. As a part of that program, He recently took and successfully completed a course in International Business (see attached). He is seeking reimbursement pursuant to Article VIII Section IV of the PBA contract for the course tuition in the amount of \$715.50. Based on his overall Degree Program, I recommend that the Board approve the reimbursement.

Sincerely;

A handwritten signature in cursive script that reads 'M. Clancy'.

Michael Clancy
Chief of Police

TOWN OF NEWBURGH

Police Department
300 Gardnertown Rd.
Newburgh, New York 12550
(845) 564-1100

DEPARTMENT Police Department

CLAIMANT'S NAME AND ADDRESS
Vincent Spaulino
c/o POLICE DEPT

TERMS _____

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
		2013 TUITION REIMBURSEMENT AS PER POLICE PBA CONTRACT (See Attached Documentation)		
TOTAL				715.00

CLAIMANT'S CERTIFICATION

I, Vincent Spaulino certify that the above account in the amount of \$ 715.00 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.

10/11/13
DATE

P.O. C.A.S.
SIGNATURE

OFFICER
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 for paid from the appropriations indicated above

Date Auditing Board

11. **RESOLUTION: calling on Gov. Cuomo and NYS Legislature to enact legislation authorizing a vehicle and traffic camera monitoring program**

OCT 21 2013

ORANGE COUNTY LEGISLATURE CONSENT

11

Committees: Miscellaneous
Sponsor: Berardinelli
Co-Sponsors:

Agenda No.

RESOLUTION NO. OF 2013

RESOLUTION OF THE ORANGE COUNTY LEGISLATURE CALLING ON GOVERNOR ANDREW M. CUOMO AND THE NEW YORK STATE LEGISLATURE TO ENACT LEGISLATION AUTHORIZING A VEHICLE AND TRAFFIC CAMERA MONITORING PROGRAM IN THE CITY OF NEWBURGH.

WHEREAS, New York State Vehicle and Traffic law §1111-a(a) established a Red Light Camera Monitoring Program in the City of New York to enhance public safety. The Program uses cameras fixed at locations to photograph the rear of vehicle as it runs through a red light. A Notice of Liability is then issued to the registered owner of the vehicle. During its eighteen years of implementation, the Program has proven to be enormously effective in traffic safety to prevent injuries and the loss of life resulting from accidents caused by red light running; and

WHEREAS, on September 31, 2013, Governor Cuomo extended the use of traffic camera monitors by signing legislation establishing a demonstration program imposing liability on owners of motor vehicles found to be in violation of the speed limit in school speed zones of New York City through the use of a speed limit photo device; and

WHEREAS, the advances in technology has been found to have a profound affect on enforcement agencies in providing public safety. Technology allows local communities to enhance their local police and traffic forces with valuable tools and instruments so that their police force can fight crime on the street while still maintaining quality of life issues for its citizenry; and

WHEREAS, the City of Newburgh is a small, densely settled community bordering the Hudson River. It is known for its historic sites, river front restaurants and tourist attractions as well as its higher educational institutions and recreational parks; and

WHEREAS, over 28,866 individuals call the City of Newburgh home. Newburgh is a multicultural and diverse community, comprised of many small neighborhoods, where children play and walk to school and family members walk to work and shop in the local businesses; and

WHEREAS, as in all communities in Orange County, public safety is a top priority for the City of Newburgh. While federal, state, county and city police continue to fight "guns on the street," local county and city leaders continue to identify and explore affordable alternative opportunities to enhance public safety and the quality of life in the City of Newburgh. Providing camera monitoring devices to the City of Newburgh, will secure safer streets from speeding motorists and stop sign violators and enhance the City's local police force efforts to protect the streets of Newburgh.

NOW THEREFORE, BE IT

RESOLVED, that We, the Orange County Legislature respectfully request that the New York State Legislature and the Governor of the State of New York enact Legislation authorizing a vehicle and traffic camera monitoring program in the City of Newburgh; and be it further

RESOLVED, that certified copies of this resolution be sent to the Honorable Andrew M. Cuomo, Governor of the State of New York and members of the State Legislature whose districts include Orange County and all other individuals as deemed necessary and proper.

APPROVED: NOVEMBER 7, 2013

EDWARD A. DIANA, COUNTY EXECUTIVE

**STATE OF NEW YORK
COUNTY OF ORANGE**

THIS IS TO CERTIFY THAT I, JEAN M. RAMPEN, Clerk of the County Legislature of said County of Orange, have compared the foregoing copy of resolution with the original resolution now on file in my office and which was passed by the County Legislature of said County of Orange on the 3rd day of October, 2013, and that the same is a correct and true transcript of such original resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of said County Legislature this 4th day of October, 2013.

Clerk of the County Legislature of the County of Orange