

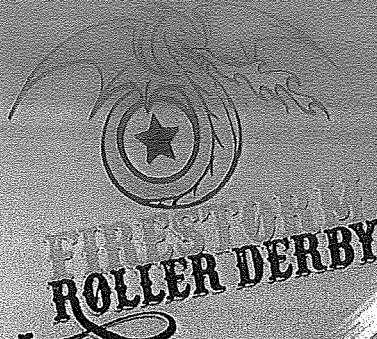
WORKSHOP MEETING AGENDA

Monday, April 24, 2017

7:50 a.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. WELCOME FIRESTORM ROLLER DERBY: Local Roller Derby Team
7. ZONING:
  - A. Amendment Request: Overlook Farm Market
  - B. 14 Crossroads Court
8. ALTERNATE ENERGY: Presentation
9. POLICE:
  - A. Hiring of an Accreditation Consultant
  - B. Hiring of Police Officer
10. BUILDING AND GROUNDS: Ground Maintenance
11. RECREATION: T-38 Expenditure
12. INDUSTRIAL DEVELOPMENT AGENCY: U.S. Crane 18 Route 17K LLC
13. JUSTICE COURT: Unclaimed Bail
14. WATERSHED PROTECTION BARGAIN SALE AND DONATION RESOLUTIONS:
  - A. Schedule Public Hearing
  - B. SEQR Lead Agency
  - C. Agreement
15. DPW: Award Recommendation for Trailer Mounted SewerJet
16. RECEIVER OF TAXES: Purchase of Folding and Inserting Machine
17. ASSESSOR: Tax Certiorari—Santa Monica Holdings
18. CODE COMPLIANCE: Begin Process to Hire 2 Part-Time Inspectors (missing)
19. HIGHWAY DEPARTMENT:
  - A. Award Summer Materials Bid
  - B. Reject Item #6 on Summer Materials Bid
  - C. Reject Heavy Equipment Rental Bid
  - D. Award Cold Milling Machine Bid
  - E. Surplus Equipment
  - F. Award Truck Body and Plow Bid
20. ACCOUNTING: Establishment of Capital Project
21. ADJOURNMENT

# STORM



## SATURDAY 4.29.17

DOORS OPEN 5:00PM 1ST WHISTLE 6:00PM

CO-ED  
ROLLER DERBY  
2017  
SEASON  
OPENER  
DOUBLE-HEADER

TICKETS AVAILABLE ONLINE AT [WWW.FIRESTORMROLLERDERBY.COM/STORM](http://WWW.FIRESTORMROLLERDERBY.COM/STORM)

\$10 ADULT PRE-SALE  
\$15 AT THE DOOR

\$5 KIDS 3-12 PRE-SALE  
\$10 AT THE DOOR

KIDS UNDER 3  
ARE FREE!



ICE TIME SPORTS COMPLEX  
21 LAKESIDE RD · NEWBURGH, NY 12550



7A

Town of Newburgh

April 14, 2017

1446 Rt. 300

Newburgh, NY 12550

Supervisor Gil Piaquadio

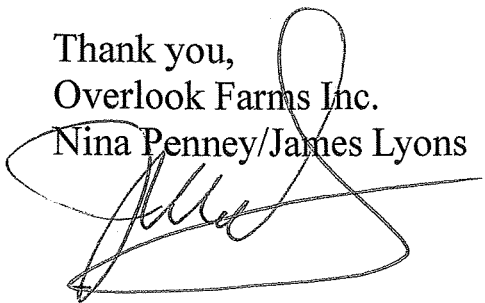
Mr . Supervisor,

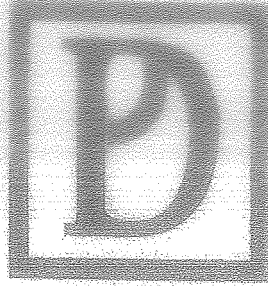
Please place Overlook Farms Inc. 113 Lyons Lane Milton on the agenda for April 24<sup>th</sup> 2017 meeting: We request you take further action to change our 30 acre parcel presently zone AR to R3 zone.

Thank you,

Overlook Farms Inc.

Nina Penney/James Lyons

A large, stylized handwritten signature in black ink, appearing to be 'Nina Penney' or 'James Lyons', written over the typed name.



April 19, 2017

Re: REQUEST FOR ZONING ORDINANCE AMENDMENT – RECREATIONAL USE  
Premises: Orange County Choppers, 14 Crossroads Court, Newburgh NY 12550  
Owner: DP 66, LLC

Dear Town of Newburgh Zoning Committee,

We are writing to respectfully request either a zoning text amendment to the Zoning Code of the Town of Newburgh, Orange County to include recreational uses within the IB District, or in the alternate an interpretation that the uses that we propose for 14 Crossroads Court are already allowed within the district.

The IB District includes, in addition to various research, manufacturing, and warehouse uses, multiple retail and athletic orientated uses, including mini-malls, individual retail stores, convenience stores, personal service stores, health clubs and fitness facilities, shopping centers, theaters, restaurants, vehicle dealerships, hotels, self-storage centers, and schools. Accessory uses include, amongst other things, swimming pools, tennis courts, and other recreational facilities, including cabanas.

Everyone knows that the retail landscape has changed dramatically as the sale of goods has moved increasingly online. What is happening, partly as a result of this change and partly as a result of other trends including consumer demand for more interesting experiences, is a convergence of different types of consumer facing businesses. Businesses are increasingly not one thing or another, but a blend of multiple things. Jordan's Furniture in New Haven, CT, for example, is primarily a furniture store but also boasts one of the largest indoor ropes courses in the world (and all Jordan's furniture locations have signature elements such as this). Many Bass Pro Shops have bowling alleys. Malls, such as the Palisades Mall, have ropes courses and entertainment/dining businesses such as Dave & Busters. Many movie theaters, such as iPic, now boast high end restaurants. The list goes on and on, but the trend is clear. Stand-alone retail comprised of just selling things is shrinking or dying, and multi-faceted businesses that offer an interesting and compelling consumer experience are growing.

Orange County Choppers, located within the IB District at 14 Crossroads Court, has long fit into this dynamic and compelling category. A television show lead to a business that currently includes motorcycle manufacturing; branded products manufacturing, such as hats, t-shirts and the like; retail sales of the above; a themed restaurant; and a 'museum' in the form of the display of notable OCC motorcycles that were featured on the famous television show.

Diamond Properties, owner of 14 Crossroads Court, and Orange County Choppers have now entered into a joint venture to manufacture electric go karts at this property under the American Karting Company brand name (working logo attached). As far as we know, we will be the only manufacturer of performance go-karts in the United States, with the major manufactures of performance go-karts currently located in Europe and exporting their products to the United States. Given the ongoing growth of the indoor go kart racing business, we believe that there is a large commercial opportunity for a high quality American go kart manufacturer to gain significant market share in the United States. OCC's recognized brand in the motorsports industry, and their role as designer and manufacturer of the go karts, will help drive commercial success.



... eventually around the world. One can imagine the compelling experience of being able to witness high performance go karts being designed and assembled on site, and then having the opportunity to race those very same go karts.

As part of an overall product offering we would also like to consider adding other recreation or athletic uses to the overall experience, including possibly a ropes climbing course and/or laser tag.

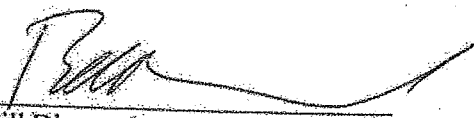
As stated above, there is a market convergence underway, and things like go kart racing, ropes course climbing, and laser tag, are equally recreational activities and athletic activities. In other words, we believe that they can be classified as either. All three of these activities leave participants both thoroughly entertained, and thoroughly soaked in sweat with a pounding heart! In the same way that swimming pools and tennis courts, which are athletic facilities, are referred to within the accessory use section of IB District regulations as recreational facilities, racing and climbing are both recreational and athletic at the same time.

Accordingly, we request either a zoning text change to more directly allow the proposed uses, or an interpretation that our existing zoning permits these uses, since it already permits fitness facilities, restaurants, retail stores, and manufacturing as primary uses, as well as recreation as an accessory use (in our case, accessory to go kart manufacturing, retail sales, and the restaurant).

Diamond Properties prides itself on developing properties and projects in communities that help bind families through shared experiences and shared achievements. We have a strong track record over 24 years and 70 projects of generating jobs, economic activity, and successful development. We are committed to the future growth and development of the Town of Newburgh and promoting and encouraging the logical use and development of land in such a way that will be enjoyable by residents of all ages. Nearly 25% of all Orange County residents (83,228+) live within a 5-mile radius of Orange County Choppers, with over 25% of all those residents being 17 years or younger which bodes well for the family friendly environment the property offers. Currently, Town of Newburgh residents must travel out of market to experience these sorts of activities to as far away as Poughkeepsie or even Mount Kisco. We aim to create jobs locally while enabling residents to take advantage of recreational and athletic activities only a few miles from their homes.

Thank you for your consideration, and we look forward to a positive working relationship with the Town of Newburgh.

Respectfully,

  
\_\_\_\_\_  
Bill Diamond  
Co-Manager, Diamond Properties, LLC

**GREGORY T. GAETANO : DBA/THE GREG  
GAETANO ORGANIZATION.**

**PROPOSAL FOR LAW ENFORCEMENT  
ACCREDITATION REVIEW AND CONSULTANT  
SERVICES.**

**PROPOSAL:**

Gregory T. Gaetano : DBA/The Greg Gaetano Organization. is pleased to submit this proposal for services to support The Town of Newburgh and the Town of Newburgh Police Department in achieving its goals for maintaining Law Enforcement Accreditation with the NYS Law Enforcement Accreditation Council. Services provided include consultations with the Police Chief, Command Staff Officers, Supervisors, and other staff assigned to the Law Enforcement Accreditation Program.

**PURPOSE:**

The Purpose of this proposal is to describe services rendered to the Law Enforcement Accreditation Program Manager in furtherance of the agency's goal to maintain Law Enforcement Accreditation. Services to include;

Review of Accreditation Files to ensure that each file is in compliance with required standards,

Review Agency Policy and Procedures to ensure that Orders are in compliance with required standards,

Review audit and inspection methods to ensure that such audits/inspections are in compliance with required standards.

**METHODOLOGY:**

If program files require further attention:

Consult with Program manager and make appropriate recommendations regarding the files, such as;

Need of supportive documentation to show that the agency is in compliance,

Need for a policy update or change,

Need for an inspection report or an audit.

## BACKGROUND

As a retired Police Officer who spent many years as a Patrol Supervisor, Command Staff Officer and a Law Enforcement Accreditation Program Manager I understand the value, not only to the organization but to the municipality, of having Law Enforcement Accreditation status.

The Town of Newburgh and the Town of Newburgh Police Department has a well-deserved reputation for rendering quality services to members of the community. These days' police agencies are faced with increased demands for accountability and transparency. The New York State Law Enforcement Accreditation Program provides an agency with the necessary standards to ensure high quality of services in the areas of Administration, Training, and Operations. These standards protect the Police Officers working on the street from physical dangers, and the Police Administration along with the Town from the possibility of civil liabilities.

### EXECUTION STRATEGY & GOALS:

As a consultant, I will review files, discuss any problems with the Program Manager and make appropriate recommendations. Many files are based on police operations. I will provide suggestions based on my work as a Program Manager and an Accreditation Assessor/Compliance Auditor. The Goal is to ensure that each file passes an examination by a NYS DCJS Law Enforcement Accreditation Assessor.

### SUPPLIED MATERIAL:

To provide Consultation and Program Review the following materials are required;

<b>Materials Required:</b>	
Computer work station with access to agency policy or a policy manual.	
Computer work station with access to internet or a WIFI signal.	
Any other item, supply or material necessary to ensure that files meet compliance.	

**PRICING**

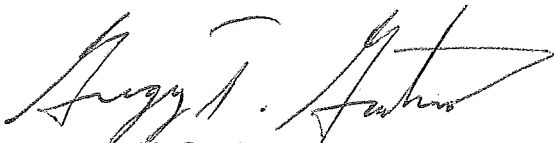
The following table details the pricing for delivery of the services outlined in this proposal.

SCOPE OF SERVICES	Price
Basic Review of Files with recommendations to the Program Manager:	\$30.00 per hour
Any updates, modifications or redrafting of a policy: Any actual work (more than a basic review) conducted on any file:	\$40.00 per hour
Any actual field inspection, or audit:	\$50.00 per hour

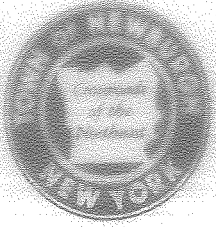
I look forward to working with The Town of Newburgh and the Town of Newburgh Police Department and supporting your efforts to ensure the agency's continuation in the Law Enforcement Accreditation Program.

If you have questions on this proposal, feel free to contact me at your convenience by email at [greggaetano711@gmail.com](mailto:greggaetano711@gmail.com) or by phone at 629-2722.

Thank you for your consideration,



Gregory T. Gaetano  
4/6/17



## TOWN OF NEWBURGH

1490 Route 310 Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene M Black, Personnel Director

A handwritten signature in black ink, appearing to be "C. Black", is written over the name of the sender.

Date: April 19, 2017

Re: Full Time Police Officer

---

Please find attached a letter and employee request form for Christopher Thompson, that Police Chief Campbell has recommended. He has had his background and psychological testing done, which came back favorably. Approval is pending paperwork and his fingerprinting done. According to Orange County Civil Service he does not require a physical. He is a Certified Police Officers and will come in at the salary of \$58,234.00 a year. His transfer has been pre- approved by Orange County Civil Service March 6, 2017. The start date will be April 27, 2017. Thank you in advance for your approval.





## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

**Phone: (845) 564-1100**  
**Fax: (845) 564-1870**

April 19, 2017

To: Newburgh Town Board


Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Christopher Thompson as a full-time police officer at a starting pay rate of \$58,234 per year. Mr. Thompson is currently a Police Officer with the Town of Walkill and is being hired as a resignation/reinstatement. A full background check has been completed. I am requesting Mr. Thompson receive a start date effective on or after April 27, 2017. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

  
Donald B. Campbell  
Chief of Police

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Christopher Thompson

DEPARTMENT: Police Department

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full Time

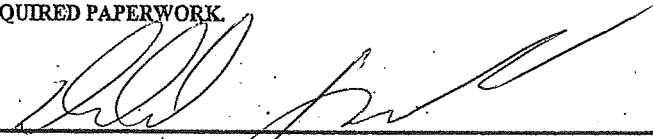
HOURLY RATE: Annual Salary of \$58,234 per PBA Contract

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

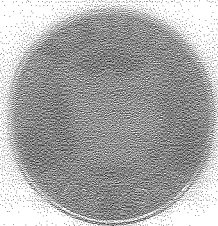
PROPOSED HIRE DATE: 4/27/17

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

  
DEPARTMENT HEAD SIGNATURE

4/19/17  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

511 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

April 7, 2017

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2017 Grounds Maintenance Bids

Sealed bids were opened on Wednesday, March 29<sup>th</sup>. Four bids were received for grounds maintenance services on Town properties. Attached is the summary of bids received from each vendor.

At this time I would like to request the Town Board select Lynn Warren Landscaping for these services as they represent the lowest bid for each of the specified properties for 2017.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

**BID OPENING: Seasonal Grounds Maintenance Services (Chadwick Lake Park and Additional Town-Owned Sites)**

**Wednesday, March 29, 2017 @ 10:00 a.m.**

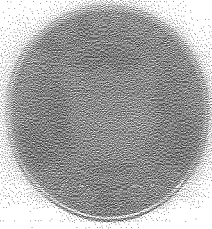
Name of Company	Contact	(A) Chadwick Lake Park 2017 Weekly Price	(A) Chadwick Lake Park 2018 Weekly Price	(A) Chadwick Lake Park 2019 Weekly Price	(B) Water District Additional Properties 2017 Weekly Price	(B) Water District Additional Properties 2018 Weekly Price	Water District Additional Properties 2019 Weekly Price
Rodney Brewer Picked Up Pkg. - 2/27/17 Received Bid: 3/29/17	Rodney Brewer	\$450.00	\$450.00	\$450.00	\$2,200.00	\$2,200.00	\$2,200.00
Grass Masters Landscaping Received Bid: 3/29/17	Steven C. Bunt	\$375.00	\$375.00	\$375.00	\$995.00	\$995.00	\$995.00
Chris Rossini Picked Up Pkg. - 3/20/17 Received Bid: 3/29/17	Chris Rossini	\$450.00	\$450.00	\$450.00	\$1,385.00	\$1,385.00	\$1,385.00
Lynn Warren Landscaping Picked Up Pkg. - 2/6/17 Received Bid: 3/24/17	Lynn Warren	\$350.00	\$350.00	\$350.00	\$550.00	\$550.00	\$550.00
Seasonal Grounds Maint Bid 3-29-17 - 1							

**BID OPENING --- Seasonal Grounds Maintenance Services (Chadwick Lake Park and Additional Town Owned Sites)**

**Wednesday, March 29, 2017 @ 10:00 a.m.**

Name of Company	Contact and Telephone Number	(C) General Fund Additional Properties 2017 Weekly Price	(C) General Fund Additional Properties 2018 Weekly Price	(C) General Fund Additional Properties 2019 Weekly Price	(D) Drainage District Properties 2017 Weekly Price	(D) Drainage District Properties 2018 Weekly Price	(E) Drainage District Properties 2018 Weekly Price
Rodney Brewer Picked Up Pkg. - 2/27/17 Received Bid: 3/29/17	Rodney Brewer	\$850.00	\$850.00	\$850.00	\$3,500.00	\$3,500.00	\$3,500.00
Grass Masters Landscaping Received Bid: 3/29/17	Steven C. Bunt	\$635.00	\$635.00	\$635.00	\$820.00	\$820.00	\$820.00
Chris Rossini Picked Up Pkg. - 3/20/17 Received Bid: 3/29/17	Chris Rossini	\$725.00	\$725.00	\$725.00	\$5,400.00	\$5,400.00	\$5,400.00
Lynn Warren Landscaping Picked Up Pkg. - 2/6/17 Received Bid: 3/24/17	Lynn Warren	\$375.00	\$375.00	\$375.00	\$650.00	\$650.00	\$650.00
Seasonal Grounds Maint Bid 3-29-17 - 2							





**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 92 NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

April 10, 2017

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Chadwick Lake Park – Concert Series

At this time we are requesting approval to make payments from the T-38 account for the Chadwick Lake Park Concert Series expenses. Expenses will include the cost of the entertainment and refreshments for the six (6) events being held May thru October.

The total cost is will be \$2,500.00.

Thank you,

Robert J. Petrillo  
Commissioner

RESOLUTION OF THE TOWN BOARD  
of the Town of Newburgh, held at the  
Town Hall, 1496 Route 309, in the Town of  
Newburgh, Orange County, New York on the  
\_\_st day of April, 2017 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Green, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING LETTER OF  
SUPPORT FOR THE APPLICATION OF  
18 ROUTE 17K, LLC

TO THE ORANGE COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY

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

WHEREAS, 18 Route 17K, LLC, for itself or on behalf of an entity formed or to be formed,  
is making application to the Orange County Industrial Development Agency (the "IDA") for among  
other things, (1) the acquisition by the IDA of a leasehold interest in an approximately 7.3 acre  
portion of the approximately 97.8 acre parcel of land located at 18 Route 17K designated on the tax  
map for the Town of Newburgh as Section 97 Block 1 Lot 21.2, (2) the construction of a new  
approximately 66,000 square foot building and (3) the acquisition and installation of certain items of  
equipment and other tangible personal property {(2) and (3) together the "Supported Facility").

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of  
Newburgh hereby authorize the Supervisor to sign and deliver a letter of support to the Orange County  
Industrial Development Agency (IDA) for the grant to 18 Route 17K, LLC of:

- (1) the full sales and use tax exemption for the Supported Facility,
- (2) the State portion of the mortgage tax exemption for the Supported Facility,
- (3) a real property tax abatement for the Supported Facility that provides for Payment in Lieu  
of Tax ("PILOT") payments pursuant to the IDA's Uniform Tax Exemption Policy program, said  
program doubling the benefits of the standard New York State Real Property Tax Law ("RPTL")  
Section 485-b program, starting with zero due in the first year of the improvement and thereafter  
increasing a straight 10% per year for ten years; and

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

The question of the adoption of the foregoing resolution was then put to a vote of the Council which resulted as follows:

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



P: 845.562.9100  
F: 845.562.9126

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

**MEMORANDUM**

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD AUTHORIZING LETTER  
OF SUPPORT FOR THE APPLICATION OF 18 ROUTE 17K,  
LLC (US CRANE AFFILIATE) TO THE ORANGE COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY  
OUR FILE NO. 800.1(B)( ) (2017)

DATE: APRIL 19, 2017

**ATTORNEYS**

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

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

**COUNSEL**

Stephen P. Duggan, III  
John K. McGuirk

**OF COUNSEL**

Craig F. Simon  
Irene V. Villacci

In accordance with Supervisor Piaquadio's request, enclosed please find the following draft resolution for the Town Board's consideration:

Resolution of Town Board Authorizing Letter of Support for the Application of 18 Route 17K, LLC to the Orange County Industrial Development Agency

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

cc: Andrew J. Zarutskie, Town Clerk  
Deborah Smith, Receiver (via e-mail)  
Molly Carhart, Assessor (via e-mail)

RESOLUTION OF THE TOWN BOARD  
of the Town of Newburgh, held at the  
Town Hall, 1890 Route 300, in the Town of  
Newburgh, Orange County, New York on the  
\_\_st day of April, 2017 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Green, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING LETTER OF  
SUPPORT FOR THE APPLICATION OF  
18 ROUTE 17K, LLC  
  
TO THE ORANGE COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY

Councilman/woman \_\_\_\_\_ presented the following resolution which was seconded by  
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- (2) the State portion of the mortgage tax exemption for the Supported Facility,
- (3) a real property tax abatement for the Supported Facility that provides for Payment in Lieu  
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program doubling the benefits of the standard New York State Real Property Tax Law ("RPTL")  
Section 485-b program, starting with zero due in the first year of the improvement and thereafter  
increasing a straight 10% per year for ten years; and

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





TOWN OF NEWBURGH

RONALD E. CLUM, CPA  
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor  
CC: Town Board  
From: Ronald E. Clum, Town Accountant  
Date: April 24, 2017  
RE: Justice Court Unclaimed Bail



Attached is a list of the Unclaimed Exonerated Bail accounts (T-89) that are over six years old. Justice Court made a good faith effort to locate the persons that posted bail before the funds were turned over to the Accounting Department. These funds are still unclaimed 6 years later. At this time the bail becomes the property of the municipality and will be recorded as miscellaneous revenue. Please approve the transfer of these funds amounting to \$508.50 to the general fund.

TOWN OF NEWBURGH, NEW YORK  
SCHEDULE OF UNCLAIMED BAIL  
OVER SIX YEARS OLD

<u>DATE RECEIVED</u>	<u>NAME</u>	<u>AMOUNT</u>
4/8/2011	Christian Nava	\$ 4.50
4/8/2011	Jose C. Ramirez	9.00
4/8/2011	Jose Angel Serrano	14.50
4/8/2011	Jose Rodriguez	12.00
4/8/2011	Peter Parola	50.00
4/8/2011	Justine Brown	200.00
4/8/2011	Ramiro arias	35.00
4/8/2011	justin Agosta	30.00
4/8/2011	Richard Montanya	40.00
4/8/2011	Eddie Marquez	20.00
4/8/2011	Edward Olko	5.00
4/8/2011	Israel Plouff	2.00
4/28/2011	Duane A Kerr	0.50
4/28/2011	manual Santiago Cruz	37.50
4/28/2011	Bertrand Greene	48.50
		<u>\$ 508.50</u>

HA, B, C

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 April, 2017 at 7:00 o'clock p.m.

PRESENT:

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

ORDER OF TOWN BOARD CALLING  
PUBLIC HEARING IN THE MATTER OF  
THE INCREASE AND IMPROVEMENT OF  
THE FACILITIES OF THE CONSOLIDATED  
WATER DISTRICT IN THE TOWN OF  
NEWBURGH, ORANGE COUNTY,  
NEW YORK BY THE ACQUISITION  
OF LANDS BY DONATION AND  
BARGAIN SALE

Councilman/woman \_\_\_\_\_ presented the following order which was seconded by  
Councilman/woman \_\_\_\_\_.

WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York, has  
duly cause to be prepared a map, plan and report, together with an estimate of the cost relating to  
the increase and improvement of the facilities of the Consolidated Water District within said  
Town consisting of the acquisition by bargain sale of an unimproved parcel land off Route 32  
and Terizzi Drive in the Town of Newburgh, New York 12550, shown on the tax map for the  
Town of Newburgh as Section 4, Block 2 Lot 8, and an adjoining unimproved, approximately 4  
acre parcel by donation which is part of Town of Newburgh tax map parcel Section 4 Block 2  
Lot 5.4, at a total estimated cost of \$55,000 (which includes the bargain sale purchase price and  
attendant engineering, surveying, environmental, legal, title, publication and filing costs and any  
outstanding tax obligations); and

WHEREAS, the aforesaid project has been determined to be an "Type I" Action pursuant  
to the regulations of the New York State Department of Environmental Conservation  
promulgated pursuant to the State Environmental Quality Review Act and Chapter 100 of the  
Town of Newburgh Municipal Code; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and  
improvement of the facilities of the Consolidated Water District in the matter described above,  
and to hear all persons interested in the subject thereof, concerning the same, in accordance with  
the provisions of Section 202-b of the Town Law.

NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Newburgh, Orange County,

the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the \_\_\_ day of May, 2017 at 7:00 o'clock, p.m., Prevailing Time on the question of the increase and improvement of the facilities of the Consolidated Water District within the Town of Newburgh, Orange County, New York in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same and to take such action thereon as is required or authorized by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in The Mid-Hudson Times and The Sentinel, the official newspapers of said Town and the newspapers hereby designated as the official newspapers for this purpose, the first publication thereof to be not less than ten (10) nor more than twenty (20) days before the day set herein for the hearing as aforesaid, and the Town Clerk shall also cause a copy of the Notice of Public Hearing to be posted on the signboard of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten (10) nor more than twenty (20) days before the day set for the public hearing as aforesaid.

Section 3. The notice of public hearing shall be in substantially the following form:  
NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York will meet at the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the \_\_\_th day of May, 2017 at 7:00 o'clock, p.m., Prevailing Time for the purpose of conducting a public hearing upon a certain map, plan and report, together with an estimate of cost, prepared in relation to the proposed increase and improvement of the facilities of the Consolidated Water District within the Town of Newburgh, Orange County, New York consisting of the acquisition by bargain sale of an unimproved parcel land off Route 32 and Terizzi Drive in the Town of Newburgh, New York 12550, shown on the tax map for the Town of Newburgh as Section 4, Block 2 Lot 8, and an adjoining unimproved, approximately 4 acre parcel by donation which is part of Town of Newburgh tax map parcel Section 4 Block 2 Lot 5.4, at a total estimated cost of \$55,000 The aforesaid project has been determined to be a "Type 1" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act. At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



A meeting of the Town Board of the Town of Newburgh held at the Town Hall, 149 Route 300, in the Town of Newburgh, Orange County, New York, on the \_\_\_th day of April, 2017 at 7:00 o'clock p.m.

PRESENT:

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

A RESOLUTION OF TOWN BOARD DETERMINING THAT PROPOSED CHADWICK LAKE RESERVOIR WATERSHED PROTECTION ACQUISITION FOR THE CONSOLIDATED WATER DISTRICT OF THE TOWN OF NEWBURGH BY BARGAIN SALE OF SECTION 4 BLOCK 2 LOT 8 AND ACCEPTANCE OF DONATION OF PART OF SECTION 4 BLOCK 2 LOT 5.4 IS A TYPE I ACTION AND PROVIDING FOR COORDINATED REVIEW UNDER SEQRA

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

WHEREAS, the Town Board of the Town of Newburgh proposes to undertake, fund and approve the fee purchase of real property by "bargain sale" listed on the Town of Newburgh tax map as SBL 4-2-8 and the acceptance of the donation of an adjoining approximately 4 acre area of undeveloped real property being a part of SBL 4-2-5.4 for and on behalf of the Consolidated Water District pursuant to Town Law §202-b in the Chadwick Lake Reservoir watershed, said property being located off of Route 32 and Terrizzi Drive in the Chadwick Lake Reservoir Critical Environmental Area is the Town of Newburgh, New York (herein called the "Action"); and

WHEREAS, the Town Board of the Town of Newburgh has caused an Environmental Assessment Form (the "EAF") to be prepared for the proposed Action; and

WHEREAS, the Town Board proposes to and has authority to undertake, fund and approve the Action.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board pursuant to Article 8 of the Environmental Conservation Law ("SEQRA"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617") and Chapter 100 entitled "Environmental Quality Review" of the

This is a Final Agency Action under the provisions of the Freedom of Information Act (FOIA) and is a Type I Action under SEORA, Part 617 and/or Chapter 100.

BE IT FURTHER RESOLVED, that the following agencies identified by the EAF, using all due diligence, are involved agencies for the Action:

and;

BE IT FURTHER RESOLVED, that the following are identified as interested agencies for the Action:

and;

BE IT FURTHER RESOLVED, that the Town Board hereby directs that a Lead Agency coordination letter be circulated among involved agencies, if any, together with copies of the EAF, and such other information as is appropriate, indicating the Town Board's intent to assume the role of Lead Agency for the Action under SEQR and Part 617, and that copies of the EAF also be forwarded to interested agencies, if any, for review and comment.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

# BARGAIN SALE AND DONATION AGREEMENT

Bargain Sale and Donation Agreement dated as of the \_\_\_\_\_ day of February, 2017.

## PARTIES

BETWEEN JOHN M. TERRIZZI and JOSEPH ~~A~~<sup>J</sup> TERRIZZI, with an address at 170 Long Lane, Wallkill, New York 12589 (the "Seller"),

who agrees to sell certain vacant real property described below (the "Bargain Sale Premises") and to convey as a charitable donation certain adjacent vacant real property described below (the "Donation Premises"), and

TOWN OF NEWBURGH, a municipal corporation with its principal office located at 1496 Route 300, Newburgh, New York 12550 (the "Purchaser"), who agrees to buy the Bargain Sale Premises and to accept the charitable donation of the Donation Premises, which are located as follows:

## BARGAIN SALE PREMISES

Street Address: Route 32, Newburgh, New York 12550 (Vacant Land)

Tax Map Designation: T/O Newburgh Section 4, Block 2, Lot 8

which Premises are more fully described in Schedule "A" annexed hereto and made a part hereof.

## DONATION PREMISES

Street Address: 12 Route 32, Newburgh, New York 12550 (Vacant Land)

Tax Map Designation: PART OF T/O Newburgh Section 4, Block 2, Lot 5.4

THE DONATION PREMISES TO BE CONVEYED BY CHARITABLE DONATION ARE PART OF A 12.5+ ACRE PARCEL OWNED BY THE SELLER. THE PURCHASER IS ACCEPTING THE DONATION OF 4+ ACRES OF TAX PARCEL SECTION 4, BLOCK 2, LOT 5.4, WITH THE SELLER RETAINING TITLE TO THE REMAINDER OF THIS TAX LOT.

THE SELLER HAS APPLIED TO THE TOWN OF NEWBURGH PLANNING BOARD FOR APPROVAL OF A RESIDENTIAL SUBDIVISION WHICH, AMONG OTHER THINGS WILL SUBDIVIDE THE DONATION PREMISES FROM THE BALANCE OF THE PROPERTY COMPRISING TAX LOT SECTION 4, BLOCK 2, LOT 5.4 (THE "SUBDIVISION"). THE DONATION PREMISES, AS SHOWN ON SCHEDULE "B", ANNEXED HERETO AND MADE A PART HEREOF, SHALL CONSIST OF 4+

ACRES, WITH THE EXACT LOCATION, DIMENSIONS AND AREA TO BE ESTABLISHED ON THE FINAL SUBDIVISION PLAT SIGNED BY THE TOWN OF NEWBURGH PLANNING BOARD CHAIRMAN AND FILED IN THE OFFICE OF THE ORANGE COUNTY CLERK. THE DONATION PREMISES MAY BE CONVEYED SUBJECT TO A RESTRICTION THAT THEY MAY BE USED ONLY FOR RESERVOIR WATERSHED PROTECTION AND SHALL NOT BE SUBJECT TO ANY TERMS, CONDITIONS OR OBLIGATIONS PURSUANT TO A PRIVATE ROAD MAINTENANCE AGREEMENT, COMMON DRIVEWAY AGREEMENT OR SIMILAR AGREEMENT OR COVENANT GOVERNING SOME OR ALL OF THE LOTS IN THE SUBDIVISION AND REQUIRING A CONTRIBUTION TO COSTS.

IN THE EVENT THE SELLER SHALL FAIL TO DILIGENTLY PURSUE THE SUBDIVISION TO FINAL APPROVAL AND FILING WITHIN TWO (2) YEARS OF THE DATE OF THIS AGREEMENT, THEN THE SELLER AGREES TO EXECUTE ALL SUCH PROXIES, AUTHORIZATIONS, DOCUMENTS, PAPERS AND MAPS AS WILL PERMIT THE PURCHASER TO APPLY FOR AND OBTAIN FINAL APPROVAL OF A LOT LINE CHANGE PLAT PURSUANT TO THE TOWN OF NEWBURGH MUNICIPAL CODE FOR THE TRANSFER OF THE 4+ ACRES SHOWN ON SCHEDULE "B" TO THE PURCHASER, AS OWNER OF THE ADJACENT BARGAIN SALE PREMISES

### FIXTURES

Intentionally Omitted.

### PURCHASE PRICE FOR BARGAIN SALE PREMISES

1.	The Purchase Price is:	\$50,000.00
	Payable as follows:	
	By payment on signing of Agreement	
	(by check subject to collection)	<u>0.00</u>
	BALANCE AT CLOSING:	\$50,000.00

### ACCEPTABLE FUNDS

2. All money payable under this Agreement, unless otherwise specified, shall be either:
- Cash, but not over One Thousand and 00/100 (\$1,000.00) Dollars;
  - Check of Purchaser; or
  - As to otherwise agreed to in writing by Seller or Seller's attorney.

### BARGAIN SALE

3. It is understood and agreed that the sale price of the Bargain Sale Premises as set forth in this agreement is less than the fair market value, and the Purchaser agrees to provide a written acknowledgment at Closing of Sale of the Bargain Sale Premises, and Purchaser shall execute any and all necessary forms required by the Internal Revenue Service and the New York State Department of Taxation, that the Seller has made a donation to the Purchaser to the extent that the fair market value exceeds the sale price (the "Discount Amount"). The Purchaser has paid for an appraisal prepared by Valuation Consultants, Inc., which appraises the Bargain Sale Premises at a fair market value of EIGHTY FIVE THOUSAND AND NO/100 (\$85,000.00) DOLLARS. Such acknowledgment shall set forth the Discount Amount of such donation, based upon the appraisal, to wit: THIRTY FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS. The Purchaser makes no representation as to the accuracy of the appraisal. It shall be Seller's sole obligation, at Seller's expense, to obtain any other or further evidence as to the value of the donated Bargain Sale Premises, and to prepare and submit any applications, claims, returns, or requests for such donation to be recognized by the Federal and State taxing authorities. It shall be Seller's sole obligation, at Seller's expense, to prepare and submit any applications, claims, returns, or requests for such donation to be recognized by the Federal and State taxing authorities.

### DONATION

4. It is understood and agreed that the Donation Premises shall be donated by the Owner to the Purchaser as a charitable donation. The Purchaser has paid for an appraisal prepared by Valuation Consultants, Inc., of the entire Tax Parcel Section 4 Block 2 Lot 5.4 which appraises the entire Tax Parcel at a fair market value of SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS. The Purchaser agrees to provide a written acknowledgment at Closing of the donation of the Donation Premises, and Purchaser shall execute any and all necessary forms required by the Internal Revenue Service and the New York State Department of Taxation, that the Seller has made a donation to the Purchaser to the extent of the fair market value of the Donation Premises. Such acknowledgment shall not set forth the amount of such donation, but only that a donation was made. The Purchaser does not make any representation as to the value of the donation. It shall be Seller's sole obligation, at Seller's expense, to obtain any other or further evidence as to the Discount Amount, and to prepare and submit any applications, claims, returns, or requests for such donation to be recognized by the Federal and State taxing authorities.

### SUBJECT TO PROVISIONS

5. The Bargain Sale Premises and Donation Premises are to be transferred subject to:
- a. Laws and governmental regulations that affect the use and maintenance of Premises.
  - b. Consents for the erection of any structure on, under or above any streets on which the Premises abut.
  - c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Covenants, easements and restrictions of record, if any

e. Such state of facts as an accurate survey or a personal inspection of the said Premises may reveal, provided the same does not render title unmarketable.

f. Public utility easements, agreements or declarations of record.

g. Building and zoning regulations and ordinances of the city, town or village in which the Premises are situate.

### PUBLIC INTEREST FINDING CONTINGENCY

6. Purchaser's obligations under this Agreement are subject to the Town Board of the Town of Newburgh adopting a finding that it is in the public interest to acquire the Bargain Sale Premises and Donation Premises as additional lands of the Town's Consolidated Water District after a duly noticed public hearing. Purchase shall have sixty (60) days from the date of this Agreement for the Town Board to adopt such findings. If the Town Board has not adopted such findings within the above time period, either party may cancel this Agreement upon written notice to the other party after the expiration of the sixty (60) day period and any and all deposit monies shall be returned to Purchase and neither party shall have any further liability to the other. The adoption period's expiration date may be extended with the consent of Seller, which consent shall not be unreasonably withheld or delayed.

### TITLE COMPANY APPROVAL

7. Seller shall give and Purchaser shall accept such title as any reputable title company licensed to do business in the State of New York will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this Agreement.

### CLOSING DEFINED AND FORM OF DEED

8. "Closing of Sale" means the settlement of the obligations of Seller and Purchaser to each other under this Agreement pertaining to the Bargain Sale Premises, including the payment of the Purchase Price to Seller, and the delivery to Purchaser of a bargain and sale deed with covenant against grantor's acts, in proper statutory form for recording so as to transfer full ownership (fee simple title) to the Premises, free of all encumbrances except as herein stated. The deed will contain a covenant by Seller as required by Section 13 of the Lien Law.

9. "Closing of Donation" means the settlement of the obligations of Seller and Purchaser to each other under this Agreement pertaining to the Donation Premises, including the delivery to Purchaser of a bargain and sale deed with covenant against grantor's acts, in proper statutory form for recording so as to transfer full ownership (fee simple title) to the Premises, free of all encumbrances except as herein stated. The deed will contain a covenant by Seller as required by Section 13 of the Lien Law.

### CLOSING DATES AND PLACE

10. Closing of Sale will take place at the Town of Newburgh Town Hall, 1496 Route 300, Newburgh, New York, on or before June 1, 2017.

11. Closing of Donation will take place at the Town of Newburgh Town Hall, 1496 Route 300, Newburgh, New York, within 30 days of the filing of the subdivision or lot line change plat, as the case may be in the Orange County Clerk's office..

### BROKER

12. Purchaser and Seller hereby state that they have not dealt with any broker in connection with this sale. The provisions of this Paragraph shall survive delivery of the deed hereunder or the earlier termination of this Agreement.

### COMPLIANCE WITH STATE AND MUNICIPAL VIOLATIONS AND ORDERS

13. Seller will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor condition affecting the Bargain Sale Premises and the Donation Premises at the date hereof. The Bargain Sale Premises and Donation Premises shall be transferred free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose the matters. In the event repairs or renovations are necessary to comply with such notes or notices of violations, Seller may elect to cancel this Agreement on written notice to the Purchaser, in which case this Agreement shall be deemed null and void upon the return of the deposit to the Purchaser. In the event the Seller elects to cancel under this paragraph, the Purchaser may elect on written notice to Seller, given within ten (10) days of receipt of Seller's notice of cancellation, to accept the Premises subject to such violations without abatement of the purchase price.

### STREETS AND ASSIGNMENTS OF UNPAID AWARDS

14. This sale includes all of Seller's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Premises to the center line thereof. It also includes any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller will deliver, at no additional cost to Purchaser, at Closing, or thereafter, on demand, any documents which Purchaser may require to collect the award and damages.

### APPORTIONMENTS

15. The following are to be apportioned as of midnight of the day before the day of Closing of Sale and Closing of Donation:

Taxes, water charges and sewer rents based on the fiscal period for which assessed.

If Closing of Sale and/or Closing of Donation shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the last assessed valuation.

Any errors or omissions in computing apportionments at Closing shall be corrected. This provision shall survive Closing of Sale and Closing of Donation.

### ALLOCATION OF PURCHASE PRICE

16. The parties hereto agree that no part of the purchase price set forth in this Agreement for the Bargain Sale Premises is attributable to personal property.

### WATER METER READINGS

17. If there is a water meter on either of the Premises, Seller shall furnish a reading to the date not more than ten (10) days before Closing Date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

### ALLOWANCE FOR UNPAID TAXES, ETC.

18. Seller has the option to credit Purchaser as an adjustment of the Purchase Price of the Bargain Sale Premises with the amount of any taxes, unpaid taxes, assessments, water charges and sewer rents, together with interest and penalties thereon to a date not more than three (3) business days after Closing, provided that official bills therefor computed to said date are produced at Closing, or Purchaser's title company shall be willing to insure Purchaser against such charges.

### USE OF PURCHASE PRICE TO PAY ENCUMBRANCES

19. If there is anything else affecting the sale which Seller is obligated to pay and discharge at Closing, Seller may use any portion of the balance of the Purchase Price to discharge it. As an alternative, Seller may deposit money with the title insurance company employed by Purchaser as required by it to assure discharge, but only if the title insurance company will insure Purchaser's title clear of the matter or insure against its enforcement out of the Premises. Upon request made within a reasonable time before Closing, Purchaser agrees to provide separate certified checks as requested to assist in clearing up these matters. In the event there are any open mortgages for which the payoff amount is to be delivered to the title insurance company, or title closer, at the closing, the maximum pick up fee to be charged Seller for this service shall be \$125.00 for one mortgage, and \$200.00 for two or more mortgages. In the event the pick-up fee exceeds those limits, the Purchaser shall be responsible for payment of any excess.

### AFFIDAVIT AS TO JUDGMENTS

20. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver a satisfactory



detailed affidavit at Closing of Sale and Closing of Donation showing that they are not against Seller.

### TRANSFER AND RECORDING TAXES

21. At Closing of Sale, Seller shall deliver a check payable to the order of the appropriate county officer in the amount of any applicable transfer tax payable by reason of the delivery or recording of a deed. The Purchaser shall pay the recording fees for the recording of the deed.

### TRANSFER TAX REPORT

22. Seller and Purchaser shall complete, sign and deliver at Closing of Sale and Closing of Purchase the New York State Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (Form TP-584), which Seller shall deliver to the Purchaser's title company with Seller's check as and for payment of the transfer tax due. Any costs or fees necessary to record the deed, to file the Form TP-584 or to file the Real Property Transfer Report (Form RP-5217) shall be paid by the Purchaser.

### CONDITION OF PREMISES

23. The Purchaser has examined the Bargain Sale Premises and Donation Premises above described and takes them in their present condition and "AS IS." Neither the Seller nor any agent or representative of the Seller has made any representations or promises upon which the Purchaser has relied regarding the physical condition of the Bargain Sale Premises or Donation Premises, the equipment and fixtures therein contained, or any other matter or thing relating to the property hereby contracted to be sold and donated, except as is expressly set forth in this agreement. The Seller shall not be liable for or in any manner bound by any verbal or written statements or representations by any person or persons, unless such representations are expressly set forth in this agreement.

### LIMITED WARRANTIES

24. Intentionally Omitted.

### TITLE DEFECTS & LIMIT OF LIABILITY

25. If the Seller shall be unable to convey a good and marketable title subject to and in accordance with this agreement, the sole obligation of the Seller shall be to refund the Purchaser's down payment, if any, made herein, without interest thereon, and to reimburse Purchaser for the cost of title examination (expense actually incurred by Purchaser for title examination, in no event to exceed net amount which would be charged by a title company in the County in which the Premises are located for title examination of the Bargain Sale Premises and Donation Premises described herein without issuance of a policy) and survey, if Purchaser had ordered and paid for same, and upon making of such refund, this agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this agreement, and the lien, if any, of the Purchaser against the Premises shall wholly cease. The

Seller shall not be required to bring any action or proceeding or otherwise to incur any expenses to render the title to the Premises marketable. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey without any further liability on the part of the Seller and without any abatement or reduction of the Purchase Price. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the Agreement.

### **NOTICE OF TITLE DEFECTS**

26. Purchaser shall notify Seller's attorney in writing of any objections to title at least ten (10) days before closing of title. Delivery of a title report prepared by a title company licensed to do business in the State of New York to Seller's attorney shall be deemed due notice of the objections set forth therein. Seller shall be entitled to a reasonable adjournment of the Closing date(s) in order to clear any such objections to title, but if Seller is unable to clear any such objections to title, Seller shall have the option to terminate this Agreement by notifying Purchaser's attorney in writing by certified mail, return receipt requested, of such termination, whereupon the terms and conditions set forth in the preceding paragraph herein shall apply.

### **RIGHT TO INSPECT**

27. The Purchaser shall have the right to inspect the Premises at any reasonable time upon notice to Seller during the two (2) days prior to the date of the Closing.

### **DELIVERY CONDITION**

28. The Seller will deliver the Premises vacant and "AS IS" as of the date of the Agreement.

### **SURVEY**

29. Purchaser shall have the right to have a survey and description prepared of the Bargain Sale Premises provided it is prepared by a licensed surveyor or professional engineer at Purchaser's cost and expense. The Purchaser's surveyor or engineer shall have the right to enter the Premises for this purpose, and Purchaser agrees to indemnify and hold Seller harmless against any claims by such surveyor and/or engineer arising from entry to the Bargain Sale Premises. If a copy of such survey and description are provided to Seller's attorney prior to that date of Closing, and provided such survey is certified to Seller, then Seller agrees to use such survey description in the deed of conveyance in lieu of the description set forth in this Agreement. Seller makes no representation or warranty as to the accuracy of the description supplied by the Purchaser by virtue of its inclusion in the deed.

### **PURCHASER DEFAULT**

30. If Purchaser shall default hereunder, the down payment paid by Purchaser to Seller on account of this agreement may, at Seller's option, be retained by Seller. In the event Seller elects to retain the down payment, both parties shall be relieved and released of and from

any further liabilities hereunder, and Purchaser expressly releases any lien Purchaser may have against the property.

## PATRIOT ACT AND ANTI-TERRORISM LAW

31. Each party hereto represents and warrants to the other party and to the parties' respective counsels herein, that such party: (i) is not listed on the United States Treasury Department Office of Foreign Assets Control's Specially Designated Nationals (SDN) List; (ii) is not an entity the other party is prohibited to do business with under the USA Patriot Act and related anti-terrorism laws; (iii) will not violate the USA Patriot Act and related anti-terrorism laws; and (iv) will not do business with any individual or entity that will violate the USA Patriot Act and related anti-terrorism laws.

Each party hereto shall, upon written request therefore, promptly provide to the other party and the parties' respective counsels herein, a written certification or other reasonable evidence confirming such party's compliance with the USA Patriot Act and related anti-terrorism laws.

Each party hereto shall indemnify the other party and the parties' respective counsels herein, in the event that such party violates the above, or the USA Patriot Act and related anti-terrorism laws.

## ABILITY TO CLOSE

32. Purchaser represents, to the best of Purchaser's knowledge, that (i) there are no outstanding judgments, liens, or Federal or State tax claims against Purchaser; (ii) Purchaser has never filed or been adjudicated a bankrupt.

Purchaser acknowledges that Seller has relied upon these representations and has caused their attorneys to review this Agreement. In the event that a mortgage does not issue because, inter alia, Purchaser's lending institution deems Purchaser unworthy of credit, all earnest moneys deposited hereunder shall be returned to Purchaser in accordance with Paragraph (8) hereof, less the sum of \$350.00, which sum shall be paid to Seller's attorney, as and for its fees in connection with the review of this Agreement.

## NON-FOREIGN STATUS

33. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC 1445, as amended, and the regulations issues hereunder ("Code Withholding Section").

## GENERAL PROVISIONS

34. The following general provisions apply to this agreement:

a. Benefits. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, the Seller and the Purchaser, and their respective successors and assigns.

b. Agreement. This Agreement and the Schedule and Riders hereto contain the entire Agreement between the Purchaser and the Seller with respect to the transactions contemplated herein; and no party shall be bound by nor shall be deemed to have made any

thereby and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.

g. Governing Law. This Agreement has been negotiated and executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York.

h. Singular and Plural. Any singular word or term herein shall also read as in the plural whenever the sense of this Agreement may require it.

i. No Waiver. The failure of Seller or Purchaser to seek redress for violation of, or to insist on the strict performance of, any term, covenant or condition of this Agreement, shall not be deemed a waiver of any party's rights hereunder nor prevent a similar subsequent act from constituting a default under this Agreement.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

k. Expenses. Each of the Purchaser and the Seller shall pay its respective legal, accounting and other fees in connection with this Agreement, including expenses incurred in connection with the purchase of the real property.

l. Assignment. This Agreement may not be assigned by the Purchaser without the prior written consent of the Seller, which consent shall be in the sole discretion of the Seller.

m. Merger. Seller is not liable or bound in any manner by express or implied warranties, guaranties, promises, statements, representations or information pertaining to the Premises, made or furnished by any agent, employee, servant, or other person representing or purporting to represent the Seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. It is understood and agreed that all understandings and Agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.

n. Entire Agreement. All prior understandings and agreements between Seller and Purchaser are merged in this Agreement. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this Agreement.

o. Changes must be in Writing. This Agreement may not be changed or canceled, except in writing. The Agreement shall also apply to bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorizes their attorneys to agree in writing to any changes in dates and time periods provided for in this Agreement.

p. Execution of Agreement. It is specifically understood that no offer to sell the Premises is made by the preparation or delivery of this Agreement to the Purchaser or Purchaser's attorney, but the but the same shall be deemed an invitation of an offer to purchase on the terms therein contained without any unauthorized changes. It is further understood that

pending the acceptance by Seller of Purchaser's offer by execution and delivery of this Agreement to Purchaser's attorney, neither party shall be bound hereby, and Seller shall be free to continue to list the premises for sale, and entertain offers from other prospective purchasers.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and date set forth next to their signature, and consent to the date first above written being the effective date of this Agreement.

SELLER:

  
\_\_\_\_\_  
JOHN M. TERRIZZI

  
\_\_\_\_\_  
JOSEPH A. TERRIZZI

PURCHASER:

TOWN OF NEWBURGH

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

Name: Gilbert J. Piaquadio:

Title: Town Supervisor

## MEMORANDUM

**TO:** Gil Piaquadio; Town Supervisor and Town Board Members

**From:** Jeff Guido; Water / Sewer Superintendent

**Date:** April 11, 2017

**Re:** Award Recommendation for Trailer Mounted Sewer Jet

---

Sealed bids were opened at the Town of Newburgh Town Clerk's Office on Thursday March 16, 2017 to provide a Trailer Mounted Sewer Jet to the Town of Newburgh Sewer Department.

I am recommending Cyncon Equipment of Rush, NY be awarded the contract based on the low bid of \$57,416. A satisfactory demonstration of the equipment was conducted on Monday April 10, 2017 at the Sewer Department office.

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.

**Cc;** James W. Osborne, Town Engineer

TOWN of Newburgh  
Crossroads of the Northeast  
*Deborah A. Smith*  
RECEIVER OF TAXES AND ASSESSMENT  
1496 Route 300  
Newburgh, New York 12550

Telephone (845) 564-4553

Fax (845) 566-1432

MEMORANDUM

DATE: April 17, 2017

TO: Gilbert Piaquadio, Town Supervisor

FROM: Deborah A. Smith

RE: Formax FD 6102 Folding & Inserting Machine

Due to the amount of mailings this office does per year, I am requesting to purchase the above machine.

Breakdown of mailings:

➤ Sewer Bond Relevy Notices	889
➤ Water and Sewer Relevy Notices	1,227
➤ Property Tax Receipts	13,016
➤ Bank Code Reminders	100
➤ School Receipts	
Valley Central	786
Marlboro	1,372
 TOTAL	 17,016.00



Education Way • Dover, NH 03820 USA  
Phone: 800-232-5535 • Fax: 603-767-5288  
www.formax.com

April 11, 2017

NYS Contract GRP#22812

Classification Code:44 Award #21932-E

Deborah A. Smith  
Town of Newburgh  
RECIEVER OF TAXES AND ASSESSMENTS  
1496 Route 300  
Newburgh, New York 12550  
(845)564-4553

<u>Product</u>	<u>Itemized</u>	
FD6102 Low-Volume folder/inserter	MSRP:\$4,995 S&H:\$270 Annual service Contract:\$695 <b>Total:\$5,960</b>	
FD6102 Low-Volume folder/inserter	NYS Contract:\$ 5,190 S&H:\$Included Annual Service Contract: 1 <sup>st</sup> year Included	<b>Total:\$5,190</b>

Patrick Lavin  
Inside Sales Associate  
TF: 800-232-5535 ex.75 DD: 1-603-516-2675 | CELL: 1-603-767-5288  
1 Education Way Dover NH 03820 USA



# FORMAX

## Standard Features:

- Two fully-automatic sheet feeders
- One automatic insert/BRE feeder
- Fully automatic adjustments
- Fifteen programmable fold applications
- User friendly color touchscreen display with step-by-step setup guides
- Clamshell design for easy access to paper path
- Folds and inserts documents up to 14" in length
- Double document detection
- Resettable counter provides accurate count of forms processed
- Seal and non-seal capabilities
- Fold types - Letter, Half, Double Parallel & No Fold
- Accommodates #10 and 6" x 9.5" envelopes with adjustable catch tray

## Abilities:

### Automatic

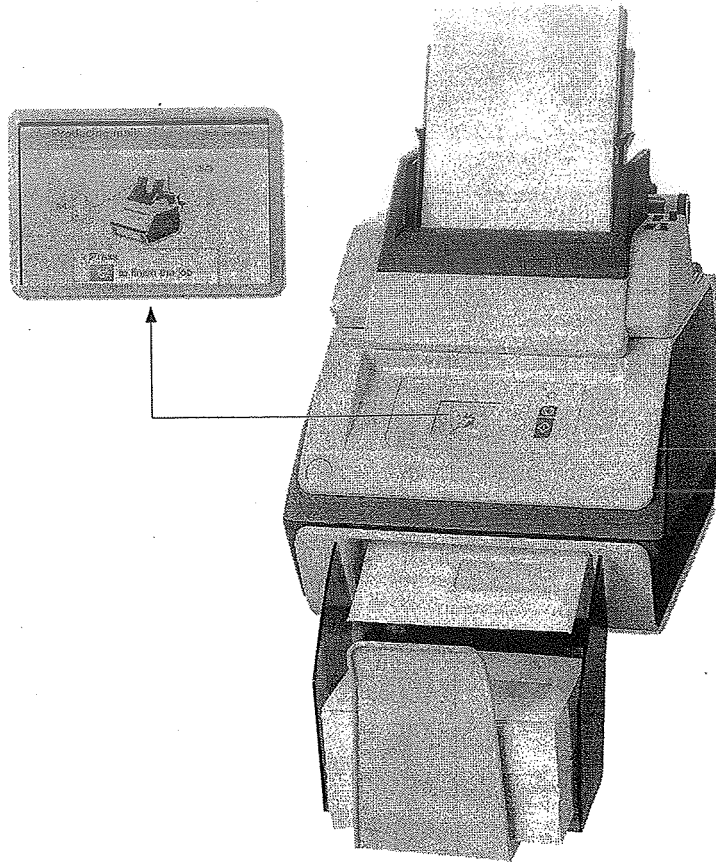
- One sheet folded and inserted
- One sheet folded, return envelope nested and inserted
- Two sheets collated, folded and inserted
- Two sheets collated, folded, return envelope nested and inserted
- Folding only without inserting

### Semi-Automatic

- Up to five sheets (20# stock each), stapled or unstapled, folded and inserted

## Options:

- Cabinet
- Mailing Machine Interface
- 402 Series Jogger - Reduces static electricity from forms and aligns them for proper feeding



## The Everyday Mailing Solution

The FD 6102 inserter offers the latest technology in entry-level tabletop inserters, making it possible for any business to automate its mailings. The affordability of this inserter eliminates the need to send out tens of thousands of mail pieces in order to justify the cost of automation. With the FD 6102, any size company can enjoy the benefits of automated folding and inserting.

Quiet operation and a compact, desktop design fits any office environment. A large, color touchscreen control panel with wizard job feature easily guides operators through setup and operation. Up to 15 jobs can be programmed so that recurring and frequent jobs can be processed with the push of a button.

Don't waste any more valuable time and money manually folding and inserting. Automate your mailings with the FD 6102 and maximize your company's efficiency.

number of jobs to be automatically processed including: 1 sheet, 1 sheet and a BRE, 2 sheets, or 2 sheets and a BRE. The FD 6102 has multiple feed stations which allow you to make your single sheet mailings "work for you" by using the second feeder to insert a direct marketing piece.

### Compact and Powerful

The FD 6102 folds and inserts at speeds up to 1,360 pieces per hour and can hold up to 100 sheets/inserts in each feeder. The semi-automatic mode folds up to five stapled or unstapled sheets of 20# paper in one motion. The document feeder swap mode maximizes output by filling both sheet feeders with the same documents. When the first feeder empties, the second automatically starts feeding without interruption. This feature allows for a total sheet feeder capacity of up to 200 sheets.

### Secure

Automation saves time, money and reduces the amount of handling, making the document more secure. To ensure the integrity of mailings, the FD 6102 has true double document detection which prevents double feeding. This electromechanical system is not sensitive to paper dust or colored paper, ensuring the right document goes to the correct recipient.

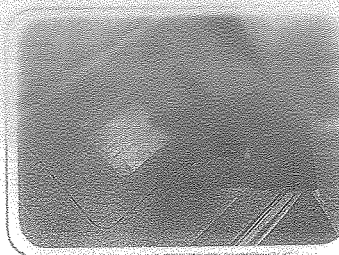
### Easy to Operate

The FD 6102 is designed for anyone to use. The large, clearly marked color touch screen display panel gives step-by-step prompts and guidance. To make operation even easier, up to fifteen frequent and recurring jobs can be programmed for access with the touch of a button. A user friendly drop-in feed system and clamshell design for easy access to the paper path add to the simplicity of operation.

### Specifications

Hopper Capacity:	Up to 100 sheets in each sheet feeder (20#) Up to 100 inserts/BREs in the insert feeder Up to 100 outgoing envelopes
Fixed Speed:	Up to 1,360 pieces per hour
Duty Cycle:	Up to 5,000 pieces per month
Paper Size / Weight*:	5.6" - 8.9" W x 7" - 14" L / 18 - 30 lbs
Insert/BRE Size / Weight*:	5.6" - 8.9" W x 3.5" - 6.9" H / 19 - 62 lbs
Outgoing Envelope Size / Weight*:	8.8" - 9.5" W x 4.1" - 6.5" H / 18 - 30 lbs
Dimensions:	26" L x 17" W x 22" H
Weight:	82 lbs
Voltage:	120 Volts AC 50/60Hz
Safety Certifications:	UL approved

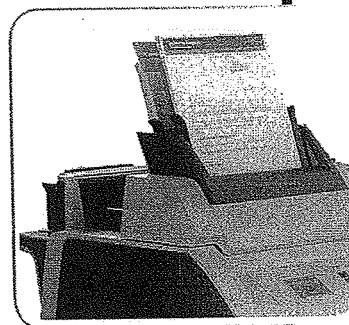
\* Paper & envelope specifications may vary. All media must be tested.



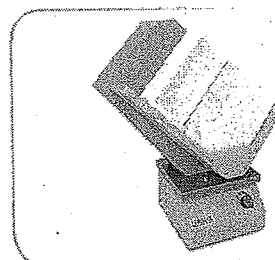
User-friendly color touchscreen control panel



Easy to load feeders



2 Sheet feeders and 1 insert/BRE feeder



402 Series Jogger - option reduces static electricity from forms and aligns them for proper feeding

Formax - New Hampshire, USA  
www.formax.com  
Local Dealer:

Pressure Seal Solutions • Mailing Solutions • Data Destruction Solutions • Digital Print & Finishing Solutions

March 28, 2017

VIA E-MAIL - [mtaylor@riderweiner.com](mailto:mtaylor@riderweiner.com)

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

Re: Santa Monica Holdings v. Town of Newburgh  
Index Nos. 2015-5981 & 2016-4702  
Our File No. 5018.124

Dear Mr. Taylor:

Attached please find the proposed Stipulation and Consent Order Reducing Assessment relative to the above-referenced proceedings. There are currently two (2) years pending. The subject property consists of two (2) freestanding commercial buildings. One building is a restaurant/entertainment facility built in 2013; the other building is a retail structure built in +/- 1970 with recent updates. The FMV of the property is \$1,973,684 in 2015 and \$2,083,333 in 2016. After review of the discovery documents provided, the Town's restricted appraisal report prepared by ESAC and the petitioner's restricted appraisal report by Valuation Consultants, Inc., this settlement was negotiated. The proposed settlement reduces the 2015 and 2016 assessments to a FMV of \$1,300,000 in 2015 and 2016. Molly Carhart and I feel that this is a good settlement.

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board Meeting for approval. Once the Resolution passes, please let me know and I will sign and forward the Order to the petitioner's attorney for signing and filing.

I have attached for your review a copy of the refund liability charts, which shows the potential liability versus the proposed settlement refund liability.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

E. STEWART JONES HACKER  
MURPHY LLP

By: 

Cathy L. Drobny  
[cdrobny@joneshacker.com](mailto:cdrobny@joneshacker.com)  
Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Gilbert Piaquadio, Supervisor  
Molly Carhart, Assessor

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF ORANGE

In the Matter of the Application of:  
SANTA MONICA HOLDINGS, LLC,

Petitioner,

STIPULATION AND CONSENT  
ORDER REDUCING  
ASSESSMENT

- against -

TOWN OF NEWBURGH ASSESSOR, TOWN  
OF NEWBURGH BOARD OF ASSESSMENT  
REVIEW and the TOWN OF NEWBURGH,  
ORANGE COUNTY, NEW YORK,

Index Nos. 2015-5981 & 2016-4702

Hon. Catherine M. Bartlett

Respondents,

PRESENT: Hon. Catherine M. Bartlett  
Acting Supreme Court Justice

Petitioner, Santa Monica Holdings, LLC, commenced the above captioned proceedings in the Supreme Court of Orange County, State of New York, pursuant to Article 7 of the Real Property Tax Law, to review the real property tax assessments made by Respondents for each of the 2015 and 2016 years on premises of Petitioner described on the Town of Newburgh Final Assessment Rolls as Parcel No.:

Tax Identification Number 20-2-30.21
--

being the real property (in whole or in part) mentioned and more fully described in the Petitions filed, and the parties, by and through their attorneys, having reached an agreement for compromise and settlement of all proceedings referred to herein:

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

1. That the assessment for Petitioner's real property designated upon the 2015 assessment roll for the Town of Newburgh by the following tax identification number be and the 12831623.1

same is reduced as follows:

Tax Identification Number	Ordered Assessed Value	Town's Assessed Value	Ordered Reduction
20-2-30.21	\$494,000	\$750,000	\$256,000

2. That the assessment for Petitioner's real property designated upon the 2016 assessment roll for the Town of Newburgh by the following tax identification number be and the same is reduced as follows:

Tax Identification Number	Ordered Assessed Value	Town's Assessed Value	Ordered Reduction
20-2-30.21	\$468,000	\$750,000	\$282,000

3. That Respondents or other officers having custody of the assessment rolls of the Town of Newburgh for each of the 2015 and 2016 years shall forthwith correct and revise the entries for the assessments of these properties to reflect the assessment reductions herein recited by making appropriate notations thereon.

4. That should Respondents fail to make or establish the recited assessments on the final assessment rolls for each of the 2015 and 2016 years at no greater amount than as set forth above, Petitioner shall recover from the Town of Newburgh, County of Orange, New York and all other taxing entities, including all school and special districts, that each of the 2015 and 2016 final assessment rolls of said Town, the various principal amounts paid to such taxing entities as and for excess taxes for each of the said 2015 and 2016 years, which results from the difference between the ordered final assessment (as set forth above for each of the said 2015 and 2016 years) and the

Town's stated assessment for the above-described tax identification number on its 2016 final assessment rolls (or other levying period for which each of the said 2015 and 2016 final assessment rolls were used), without accrued interest if said refunds are paid within forty-five days of the service of notice of entry of this order (otherwise, with interest as required by RPTL § 726 from the date of payment of said excess taxes for each said final assessment rolls for each of the said 2015 and 2016 years).

5. That the provisions of RPTL §727 are not waived.

6. That the settlement of these proceedings is hereby approved as just, reasonable, and to be in the best interests of the Town of Newburgh, County of Orange, special districts, and all applicable school districts.

7. That the above captioned proceedings are hereby discontinued (without costs or attorney fees), except that Petitioner may re-open the proceedings for the sole purpose of enforcing this Stipulation and Consent Order Reducing Assessment, and may reinstate the above-captioned 2015 and 2016 proceedings to the trial calendar, and for such other and further relief as the Court may deem appropriate.

8. It is specifically agreed between the parties that this Stipulation and Consent Order Reducing Assessment, any portion thereof, as well as all facts pertaining to the negotiation and execution of this Stipulation shall be inadmissible in any subsequent action or proceeding before any court of law or administrative body for any purpose, except that this Stipulation and Consent Order Reducing Assessment, and its provisions, shall be admissible in any action or proceeding for its enforcement.

9. Subject to the settlement of the above captioned proceeding being approved by a Justice of the Supreme Court, the parties hereto represent that the individuals executing this Stipulation and Consent Order Reducing Assessment have been fully authorized by their respective clients to enter into this Stipulation and Consent Order Reducing Assessment with full and binding effect upon their clients, the parties to this proceeding.

10. This Stipulation and Consent Order Reducing Assessment is the full, final and complete Stipulation and Consent Order Reducing Assessment, and it supersedes any prior oral or written agreement between the parties. The parties are entering into this Stipulation and Consent Order Reducing Assessment in order to save litigation expenses that would be sustained if the issues herein could not be resolved amicably.

11. This Stipulation and Consent Order Reducing Assessment may not be modified except by a subsequent writing signed by the authorized representative of all parties herein.

12. If any provision of this Stipulation and Consent Order Reducing Assessment shall be determined to be invalid, illegal, null or void, or unenforceable to any extent, the remainder of this Stipulation and Consent Order Reducing Assessment, and its application, shall not be

affected and shall be enforceable to the fullest extent permitted by law.

FOR: PETITIONER

*by its attorneys,*  
BARCLAY DAMON, LLP

FOR: RESPONDENTS

*by their attorneys,*  
JONES, HACKER & MURPHY, LLP

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

Mark D. Lansing  
80 State Street  
Albany, New York 12207-2830

Dated: December \_\_, 2016

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

Cathy Drobny  
28 Second Street, the Jones Building  
Troy, New York 12180

Dated: December \_\_, 2016

**IT IS SO ORDERED.**

**ENTER**

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Catherine M. Bartlett  
Acting Supreme Court Justice



# Santa Monica Holdings v. Newburgh - Settlement

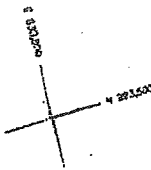
Year	Parcel Number	Assessed Value	Reduced Assessed Value	Eq. Rate	FMV	Reduced FMV	Difference	Tax Rate	Refund Liability
2015	20-2-30.21	\$ 750,000	\$ 494,000	38.00%	\$ 1,973,684	\$ 1,300,000	\$ 256,000	County 10.3172 Town 9.3402	\$ 2,641.20 \$ 2,391.09
								Highway 4.1586	\$ 1,064.60
								Fire-Mi 4.2060	\$ 1,076.74
								Water 4.3015	\$ 1,101.18
								Light 0.3795	\$ 142.31
								Library 3.181501	\$ 814.46
							Newburgh 73.273521	\$ 18,758.02	
2016	20-2-30.21	\$ 750,000	\$ 468,000	36.00%	\$ 2,063,333	\$ 1,300,000	\$ 282,000	County 10.7266	\$ 3,024.90
								Town 8.9568	\$ 2,525.82
								Highway 4.7918	\$ 1,351.29
								Fire-Mi 3.7220	\$ 1,049.60
								Water 4.2899	\$ 1,209.75
								Light 0.3774	\$ 141.53
								Library 3.393216	\$ 956.89
							Newburgh 75.038340	\$ 21,160.81	
								COUNTY	\$ 5,666.10
								TOWN	\$ 4,916.91
								HIGHWAY	\$ 2,415.89
								FIRE-MI	\$ 2,126.34
								WATER	\$ 2,340.94
								LIGHT	\$ 263.84
								LIBRARY	\$ 1,774.35
								SCHOOL	\$ 39,918.83

Light is calculated at an assessed value of \$375,000

**Santa Monica Holdings v. Newburgh**

Year	Parcel Number	Assessed Value	Claimed Assessed Value	Eq. Rate	FMV	Claimed FMV	Difference	Tax Rate	Refund/ Liability
2015	20-2-30.21	\$ 750,000	\$ 96,750	38.00%	\$ 1,973,684	\$ 254,605	\$ 653,250	County 10.3172 \$ 6,739.71 Town 9.3402 \$ 6,101.49	
								Highway 4.1586 \$ 2,716.61 Fire-Mi 4.2060 \$ 2,747.57 Water 4.3015 \$ 2,809.95 Light 0.3795 \$ 142.31	
								Library 3.181501 \$ 2,078.32	
								School 73.273521 \$ 47,865.93	
								County 10.7266 \$ 7,007.15	
2016	20-2-30.21	\$ 750,000	\$ 96,750	36.00%	\$ 2,083,333	\$ 268,750	\$ 653,250	County 8.9568 \$ 5,851.03 Town 4.7918 \$ 3,130.24	
								Highway 3.7220 \$ 2,431.40 Fire-Mi 4.2899 \$ 2,802.38 Water 0.3774 \$ 141.53	
								Light 3.393216 \$ 2,216.62	
								Library 75.038340 \$ 49,018.80	
								School COUNTY \$ 13,746.86	
								TOWN \$ 11,952.52	
								HIGHWAY \$ 5,346.85	
								FIRE-MI \$ 5,178.97	
								WATER \$ 5,612.33	
								LIGHT \$ 283.84	
								LIBRARY \$ 4,294.93	
								SCHOOL \$ 96,884.72	

Light is calculated at an assessed value of \$375,000



SECTION 9

SECTION 10

SECTION 9

SECTION 9

SECTION 121

SECTION 23

SECTION 24

SECTION 26

subject Parcel

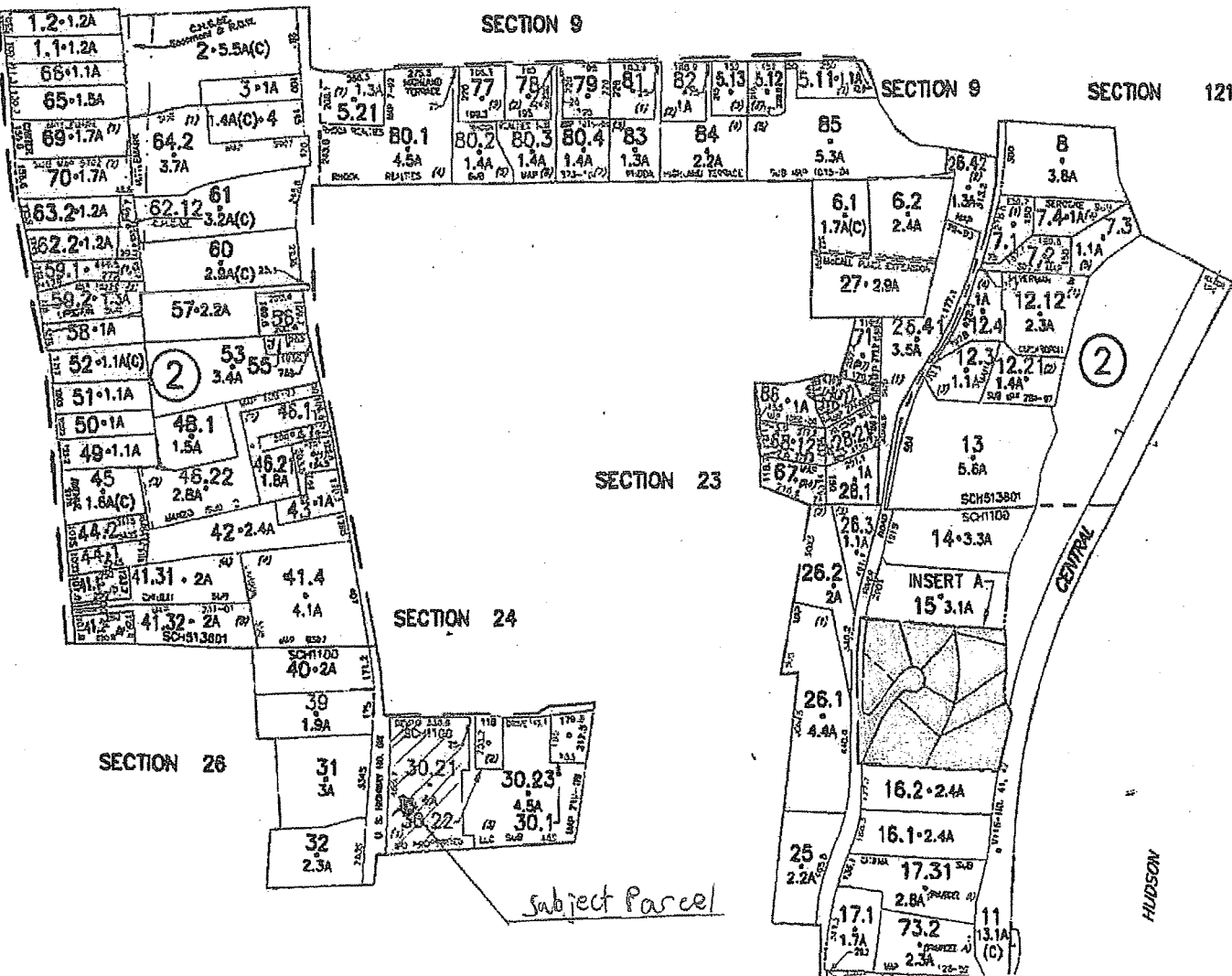
RIVER

CENTRAL

HUDSON

CRI

GE





# Image Mate Online

**Commercial**

Property Info  
 Owner/Sales  
 Inventory  
 Improvements

Tax Info

Report  
 Comparables

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**Com. Sites**

< 1 >

## Municipality of Newburgh

<b>SWIS:</b>	334600	<b>Tax ID:</b>	20-2-30.21
--------------	--------	----------------	------------

### Tax Map ID / Property Data

<b>Status:</b>	Active	<b>Roll Section:</b>	Taxable
<b>Address:</b>	5268 Route 9W		
<b>Property Class:</b>	425 - Bar	<b>Site Property Class:</b>	425 - Bar
<b>Ownership Code:</b>			
<b>Site:</b>	Com 1	<b>In Ag. District:</b>	No
<b>Zoning Code:</b>	-	<b>Bldg. Style:</b>	Not Applicable
<b>Neighborhood:</b>	40114 -	<b>School District:</b>	Newburg
<b>Legal Property Description:</b>	Lot 1 MO Properties LLC Submap 216-08		
<b>Total Acreage/Size:</b>	455 x 260	<b>Equalization Rate:</b>	---
<b>Land Assessment:</b>	2016 - \$180,000	<b>Total Assessment:</b>	2016 - \$750,000
<b>Full Market Value:</b>	2016 - \$2,083,300		
<b>Deed Book:</b>	12818	<b>Deed Page:</b>	1446
<b>Grid East:</b>	627628	<b>Grid North:</b>	989920
<b>Bank Code:</b>	N/A		

**Photographs**

No Photo Available

Pictometry Connect

**Documents**

No documents found for this parcel

**Maps**

View Tax Map

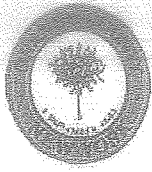
View in Google Maps

View in Bing Maps

Map Disclaimer

### Special Districts for 2016

Description	Units	Percent	Type	Value
FD025-Middlehope fire	0	0%		0
LT004-Consol It	0	50%		0



# Image Mate Online

Navigation Tax Maps | DTF Links Help Log In

- Commercial
- Property Info
- Owner/Sales
- Inventory
- Improvements
- Tax Info
- Report
- Comparables

Com. Sites

< 1 >

## Municipality of Newburgh

SWIS:	334600	Tax ID:	20-2-30.21
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### Ownership Information

Name	Address
Santa Monica Holdings, LLC	259 Route 17K Newburgh NY 12550

### Sale Information

Sale Date	Price	Property Class	Sale Type	Prior Owner
4/24/2009	\$825,000	425 - Bar	Land & Building	Mo Properties LLC
	Value Usable	Arms Length	Deed Book	Deed Page
	Yes	Yes	12818	1446

Photographs

No Photo Available

Pictometry Connect

Documents

No documents found for this parcel

Maps

View Tax Map

View in Google Maps

View in Bing Maps

Map Disclaimer

Town Hall, 1000 Route 9W, in the Town of  
Newburgh, Orange County, New York on the  
th day of April, 2017 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING SETTLEMENT OF  
PROCEEDINGS UNDER ARTICLE  
7 OF THE REAL PROPERTY  
TAX LAW:  
SBL #20-2- 30.21  
SANTA MONICA HOLDINGS, LLC  
(NYS ROUTE 9W)  
INDEX NUMBERS 2015-5981 AND 2016-  
4702

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

WHEREAS, Santa Monica Holdings, LLC. (the "Petitioner") has instituted proceedings  
under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and  
reduction of the assessment of real property in the Town of Newburgh, Orange County, New York,  
consisting of two free standing commercial buildings and related improvements located on a parcel  
of land on Route 9W (Section 20-Block 2-Lot 30.21) on the tax assessment roll for the tax years  
2015 and 2016; and

WHEREAS, special counsel to the Town, E. Stewart Jones Hacker Murphy, LLP, has  
negotiated a settlement of the proceeding with the Petitioners, the terms of which are embodied in a  
proposed Stipulation and Consent Order Reducing Assessment annexed hereto related documents  
and recommended that the Town Board authorize the settlement; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best  
interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs  
E. Stewart Jones Hacker Murphy, LLP to execute and deliver the Stipulation and Consent Order  
Reducing Assessment on behalf of the Town; and

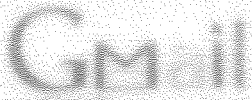
BE IT FURTHER RESOLVED, that E. Stewart Jones Hacker & Murphy, LLP, the  
Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are  
hereby authorized to take such actions and to make, execute and deliver, or cause to be made,  
executed and delivered, in the name of and on behalf of the Town, all such certificates, documents

The question of the adoption of the foregoing resolution was duly put to a vote on roll call

which resulted as follows:

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



## Hiring of Two Temporary Part Time Inspectors

1 message

**Gerald Canfield** <codecompliance@townofnewburgh.org>

Fri, Apr 21, 2017 at 2:20 PM

To: Gil Piaquadio <supervisor@townofnewburgh.org>

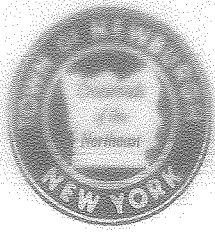
Cc: Brenda Milkovich <bmillkovich@townofnewburgh.org>, Charlene Black  
<charleneblack@townofnewburgh.org>

Gil,

I am now requesting to begin the hiring process to full fill the two temporary (one year) part time Building Inspector III positions created for the Zombie and Vacant Property Remediation and Prevention Initiative. Funds for these positions are now available from the Grant allocations.

Jerry





# HIGHWAY DEPARTMENT

STATE OF NEW YORK  
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177

FAX 845-561-8987

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor, and Town Board Members  
**FROM:** Todd DePew, Highway Superintendent  
**DATE:** April 19, 2017  
**RE:** Bids Summer Material

Please award the bids for summer materials to the following vendors, also indicated on the bid sheets that are attached. Thanking you in advance.

Item 1 – Cold Patch (1A)	Bruce Donahue Package Pavement	\$115.15 ton delivered \$85.00 at plant loaded
Item 2A – ¼” NYS # 1A	Tilcon Callahan & Nannini	\$18.25 ton at plant loaded \$21.80 ton delivered
2B – 3/8” NYS #1 <sup>ST</sup>	Tilcon Deckelman	\$18.25 ton at plant loaded \$18.00 ton delivered
2C – Screenings	Tilcon Tilcon	\$10.00 ton at plant loaded \$14.45 ton delivered
Item 3 - Item 4	Tilcon Tilcon	\$10.00 ton at plant loaded \$14.45 ton delivered
Item 4 – Guide Rail & Post	Chemung Supply	per attached sheets
Item 5 – Chip Spreader w/operator	Peckham Materials	\$240.00 per hour
Item 7 – Aluminum Structural Plate Box Culvert	Chemung Supply	per attached sheets

**TD/ch**



BID OPENING

20-Mar-17

10:00 AM

ITEM # 2 CRUSHED STONE

BIDDERS	2A - 1/4" NYS # 1A		2B - 3/8" NYS # 1ST		2C - SCREENINGS	
	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON
CALLAHAN & NANININI	\$18.70	\$21.80	\$18.70	\$21.80	\$17.95	\$21.20
DECKLEMAN	N/B	N/B	N/B	\$18.00	N/B	\$16.50
BRUCE DONOHUE	N/B	\$28.25	N/B	N/B	N/B	\$20.15
EASTERN CONCRETE MATERIALS	N/B	\$25.59	N/B	N/B	N/B	\$16.50
E. TETZ & SONS	\$21.50	\$29.50	\$19.50	\$28.50	\$18.75	\$23.75
THALLE INDUSTRIES	\$19.00	\$25.50	\$19.00	\$25.50	\$13.00	\$19.50
TILCON	\$18.25	\$22.70	\$18.25	\$22.70	\$10.00	\$16.50

BID OPENING

20-Mar-17

10:00 AM

ITEM # 3 SUB-BASED QUARRY ITEM 4

BIDDERS	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON			
CALLAHAN & NANNINI	\$11.95	\$15.20			
DECKELMAN	N/B	\$16.00			
BRUCE DONOHUE	N/B	\$15.20			
EASTERN CONCRETE MATERIALS	N/B	\$18.59			
E. TETZ & SONS	\$11.00	\$18.50			
THALLE INDUSTRIES	\$14.00	\$20.50			
TILCON	\$10.00	\$14.45			



Removal & replacement of guide rail	per hr <u>289.00</u>
Complete layout and installation of guide rail and posts per New York State Specifications	W Beam 12'6" spacing <u>8.35</u> L.F.
Complete layout and installation of guide rail and posts per New York State Specifications	W Beam 6'3" spacing <u>8.95</u> L.F.
Complete layout and installation of guide rail and posts per New York State Specifications	Box Beam 6'3" spacing <u>12.95</u> L.F.
Corrugated beam type guide rail - punched 6'3"	Per lineal ft <u>7.36</u>
Corrugated beam type guide rail - punched 6'3"	
Curved to special radius:	
Curved to 50' radius and up	Each <u>119.80</u>
Curved 40' to 50' radius	Each <u>119.80</u>
Curved 30' to 39' radius	Each <u>119.80</u>
Curved 20' to 29' radius	Each <u>119.80</u>
Corrugated beam type guide rail - length 13'6 1/2" (shop curved rail) (approach and terminal)(rotation 90 degrees)	Each <u>125.60</u>
3" x 2-3/8" 1 intermediate guide rail posts - length 5'3"	Each <u>51.20</u>
Flared type terminal sections 12 gauge	Each <u>28.60</u>
Wrap around type terminal sections 12 gauge	Each <u>44.25</u>
Concrete anchor unit with all necessary hardware	Each <u>494.00</u>
Galvanized splice bolts 1 1/4" x 5/8"	Each <u>.95</u>
Galvanized post bolts 5/16" x 1 3/4" with washer & nuts	Each <u>.95</u>
Galvanized post bolts 2" x 5/8"	Each <u>.95</u>
Galvanized support bolts 1/2" x 1 1/2", 2 nuts no washers	Each <u>.95</u>
6" x 6" x 24' box beam type guide rail including self angle, splice plates, nuts & bolts	Per lineal ft <u>42.90</u>
6" x 6" box beam type guide rail curved to special radius	Per lineal ft <u>48.60</u>
6" x 6" box beam type guide rail shop cuts & mitered curved rail	Per lineal ft <u>48.60</u>
6" x 6" box beam guide rail end sections	Each <u>548.00</u>
3" I beam guide rail posts 5'3" long intermediate type post for box beam rail	Each <u>53.65</u>
3" I beam guide rail posts 3'8" long & type post for box beam rail	Each <u>53.65</u>

Mayari corrugated beam type guide rail – punched 6'3"

Per lineal ft 10.90

Mayari corrugated beam type guide rail – punched 6'3"  
curved to special radius:

- Curved to 50' radius and up
- Curved 40' to 50' radius
- Curved 30' to 39' radius
- Curved 20' to 29' radius

Each 134.00  
 Each 134.00  
 Each 134.00  
 Each 134.00

Mayari corrugated beam type guide rail – length 13' 6 1/2"  
(shop curved rail) (approach & terminal) (rotation 90 degrees)

Each 173.50

3" x 2-3/8" Mayari I intermediate guide rail posts – length 5'3"

Each 65.60

Mayari flared type terminal sections 12 gauge

Each 49.60

Mayari wrap around type terminal sections 12 gauge

Each 62.10

6" x 6" x 24' Mayari box beam type guide rail including self angle,  
splice plates, nuts & bolts

Per lineal ft n/a

6" x 6" Mayari box beam type guide rail curved to special radius

Per lineal ft \_\_\_\_\_

6" x 6" Mayari box beam type guide rail shop cuts & mitered  
curved rail

Per lineal ft \_\_\_\_\_

6" x 6" Mayari box beam guide rail end sections

Each \_\_\_\_\_

3" Mayari I beam guide rail posts 5'3" long intermediate type posts  
for box beam guide rail. The bottom portion of the I beam post that is  
placed into the ground will be hot dipped galvanized.

Each \_\_\_\_\_

3" Mayari I beam guide rail posts 3'8" long end type posts for box  
beam guide rail

Each \_\_\_\_\_





BID OPENING

20-Mar-17

10:00 AM

ITEM # 7 ALUMINUM STRUCTURAL PLATE BOX CULVERT

BIDDERS	PER ATTACHED SPEC SHEETS					
CHEMUNG	PER ATTACHED SPEC SHEETS					
E TETZ & SONS	N/B					

Ph. (607)733-5506, Fax. (607)732-5379

[www.chemungsupply.com](http://www.chemungsupply.com)

March 16, 2017

Town of Newburgh

We are pleased to quote you on the following aluminum box culverts:

CULVERT #&SIZE	PRICE PER FOOT	HEADWALL PRICE PER EACH	CORNER WALL PRICE PER EACH
#1 8'9" X 2'6"	\$ 492.00	\$ 1527.00	\$ 846.00
#2 9'2" X 3'3"	527.00	1648.00	912.00
#3 9'7" X 4'1"	547.00	1771.00	980.00
#4 10'0" X 4'10"	572.00	1895.00	1047.00
#5 10'6" X 5'7"	591.00	2017.00	1115.00
#6 10'11" X 6'4"	680.00	2141.00	1181.00
#7 11'4" x 7'2"	699.00	2263.00	1248.00
#8 10'2" x 2'8"	584.00	1731.00	912.00
#9 10'7" x 3'5"	627.00	1860.00	980.00
#10 10'11" x 4'3"	676.00	1988.00	1047.00
#11 11'4" x 5'0"	695.00	2171.00	1093.00
#12 11'8" x 5'9"	707.00	2290.00	1157.00
#13 12'1" x 6'7"	734.00	2432.00	1228.00
#14 12'5" x 7'4"	793.00	2562.00	1296.00
#15 11'7" x 2'10"	696.00	1794.00	912.00
#16 11'11" x 3'7"	716.00	1920.00	980.00
#17 12'3" x 4'5"	768.00	2042.00	1047.00
#18 12'7" x 5'2"	779.00	2166.00	1115.00
#19 12'11" x 6'0"	812.00	2288.00	1181.00
#20 13'3" x 6'9"	824.00	2412.00	1248.00
#21 13'0" x 3'0"	854.00	1860.00	912.00
#22 13'4" x 3'10"	829.00	1982.00	980.00
#23 13'7" x 4'7"	944.00	2104.00	1047.00
#24 13'10" x 5'5"	964.00	2228.00	1115.00
#25 14'1" x 6'2"	999.00	2352.00	1181.00

CONTINUED

CS CONCRETE EDGES  
A Division of  
Chemung Supply  
Corp.

CS HARDFACING  
TECHNOLOGIES  
A Division of  
Chemung Supply  
Corp.

CS GAS WELL  
ADVANTAGE  
A Division of  
Chemung Supply  
Corp.

Chemung Supply Corp. ♦ P.O. Box 527 ♦ Elmira, NY 14902

Ph. (607)733-5506, Fax. (607)732-5379

[www.chemungsupply.com](http://www.chemungsupply.com)

#26 14'5" X 3'3"	993.00	1982.00	912.00
#27 14'8" X 4'1"	1044.00	2111.00	980.00
#28 14'10" X 4'10"	1053.00	2242.00	1047.00
#29 15'1" X 5'8"	1108.00	2373.00	1115.00
#30 15'4" X 6'5"	1220.00	2503.00	1181.00
#31 15'6" X 7'3"	1284.00	2630.00	1248.00
#32 15'9" X 8'0"	1304.00	2760.00	1316.00
#33 15'10" X 3'6"	1139.00	2138.00	980.00
#34 16'0" X 4'3"	1164.00	2260.00	1047.00
#35 16'2" X 5'1"	1224.00	2380.00	1115.00
#36 16'4" X 5'11"	1259.00	2507.00	1181.00
#37 16'6" X 6'8"	1320.00	2604.00	1248.00
#38 16'8" X 7'6"	1380.00	2753.00	1316.00
#39 16'10" X 8'3"	1404.00	2877.00	1641.00
#40 17'9" X 3'10"	1263.00	2316.00	980.00
#41 18'2" X 4'7"	1339.00	2444.00	1047.00
#42 18'7" X 5'4"	1368.00	2574.00	1115.00
#43 19'0" X 6'1"	1444.00	2694.00	1181.00
#44 19'5" X 6'11"	1478.00	2834.00	1248.00
#45 19'10" X 7'8"	1504.00	2960.00	1294.00
#46 20'3" X 8'5"	1524.00	2994.00	1641.00
#47 19'1" X 4'2"	1422.00	2561.00	1047.00
#48 19'5" X 4'11"	1492.00	2680.00	1115.00
#49 19'9" X 5'8"	1502.00	2830.00	1181.00
#50 20'1" X 6'6"	1620.00	2970.00	1248.00
#51 20'6" X 7'3"	1644.00	3115.00	1316.00
#52 20'10" X 8'1"	1710.00	3123.00	1574.00
#53 21'2" X 8'10"	1840.00	3260.00	1641.00

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Chemung Supply Corp. ♦ P.O. Box 527 ♦ Elmira, NY 14902

Ph. (607)733-5506, Fax. (607)732-5379

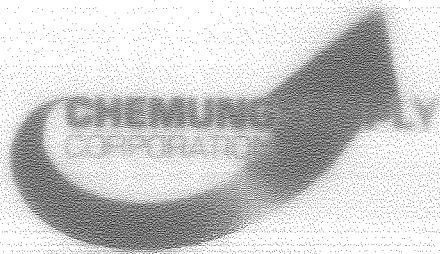
[www.chemungsupply.com](http://www.chemungsupply.com)

#54 20'4" X 4'6"	1498.00	2558.00	1047.00
#55 20'7" X 5'3"	1576.00	2680.00	1115.00
#56 20'11" X 6'1"	1594.00	2784.00	1181.00
#57 21'3" X 6'10"	1622.00	2920.00	1248.00
#58 21'6" X 7'8"	1687.00	3057.00	1316.00
#59 21'10" X 8'5"	1682.00	3182.00	1574.00
#60 22'1" X 9'3"	1712.00	3294.00	1641.00
#61 21'7" X 4'11"	1668.00	2744.00	1050.00
#62 21'10" X 5'8"	1653.00	2853.00	1111.00
#63 22'1" X 6'6"	1690.00	2989.00	1179.00
#64 22'3" X 7'3"	1710.00	3111.00	1244.00
#65 22'6" X 8'1"	1738.00	3222.00	1304.00
#66 22'9" X 8'10"	1784.00	3357.00	1612.00
#67 23'0" X 9'8"	1808.00	3480.00	1615.00
#68 22'9" X 5'4"	1758.00	2740.00	1024.00
#69 23'0" X 6'1"	1794.00	2862.00	1086.00
#70 23'2" X 6'11"	1820.00	2988.00	1148.00
#71 23'4" X 7'5"	1860.00	3115.00	1210.00
#72 23'6" X 8'6"	1892.00	3241.00	1509.00
#73 23'8" X 9'3"	1909.00	3360.00	1572.00
#74 23'10" X 10'1"	1940.00	3480.00	1560.00
#75 24'0" X 5'9"	1890.00	2740.00	981.00
#76 24'1" X 6'6"	1928.00	2864.00	1084.00
#77 24'3" X 7'4"	1960.00	2960.00	1099.00
#78 24'4" X 8'2"	1927.00	3081.00	1158.00
#79 24'5" X 8'11"	1940.00	3195.00	1444.00
#80 24'7" X 9'9"	1962.00	3309.00	1503.00
#81 24'8" X 10'6"	1999.00	3424.00	1562.00

CONTINUED



Chemung Supply Corp. ♦ P.O. Box 527 ♦ Elmira, NY 14902



Ph. (607)733-5506, Fax. (607)732-5379

[www.chemungsupply.com](http://www.chemungsupply.com)

#82 25'2" X 6'2"	1840.00	2874.00	1039.00
#83 25'2" X 7'0"	1885.00	2983.00	1098.00
#84 25'3" X 7'9"	1910.00	3104.00	1158.00
#85 25'4" X 8'7"	1940.00	3218.00	1444.00
#86 25'4" X 9'5"	1980.00	3333.00	1503.00
#87 25'5" X 10'2"	2020.00	3446.00	1562.00

Thank you for the opportunity of bidding.

Very truly yours,

Chemung Supply Corp.

Carl H. Perine



Chemung Supply Corp. ♦ P.O. Box 527 ♦ Elmira, NY 14902



# HIGHWAY DEPARTMENT

90 GARDINER TOWN ROAD  
NEWBURGH, NEW YORK 12550

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

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor & Town Board Members

**FROM:** Todd DePew, Highway Superintendent

**DATE:** April 19, 2017

**RE:** Item # 6 Rubber Tire Roller without Operator on the Summer Materials Bids

I would like to be put on the agenda, to reject Item # 6 Rubber Tire Roller without operator on the Summer Material Bid for which was opened on March 20, 2017 and go out to re-bid the Rubber Tire Roller with an operator.

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

**TD/ch**



# HIGHWAY DEPARTMENT

30 SARATOGA ROAD  
NEWBURGH, NEW YORK 12550

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

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor & Town Board Members  
**FROM:** Todd DePew, Highway Superintendent  
**DATE:** April 19, 2017  
**RE:** Heavy Equipment Rentals

I would like to be put on the agenda, to reject the Heavy Equipment Rental Bid for which was opened on March 20, 2017 and go out to re-bid for there was only 1 vendor who bid.

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

**TD/ch**



# HIGHWAY DEPARTMENT

NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177

FAX 845-561-8987

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor, and Town Board Members  
**FROM:** Todd DePew, Highway Superintendent  
**DATE:** April 19, 2017  
**RE:** Cold Milling Machine

Please award the bid for the Cold Milling Machine to the following vendor. Thanking you in advance.

Milling Machine with minimum milling width of 4':  
Consorti Bros. Paving & Seal Coating  
208 South Plank Road  
Newburgh, NY 12550

\$3,000.00 per 8 hr day  
\$300.00 mobilization  
\$300.00 per move

Milling Machine with minimum milling width of 6'3":  
Peckham Road Corporation  
375 Bay Road Suite 100  
Queensbury, NY 12804

\$4,995.00 per 8 hr. day  
\$200.00 mobilization  
\$200.00 per move

TD/ch








# HIGHWAY DEPARTMENT

30 SANDHURST ROAD  
NEWBURGH, NEW YORK 12550

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

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor & Town Board Members  
**FROM:** Todd DePew, Highway Superintendent   
**DATE:** April 20, 2017  
**RE:** Surplus Equipment

I would like the following equipment to be deemed as surplus equipment:

2005 F-350 Utility Truck  
1986 GMC Bucket Truck  
1998 Massey Ferguson Tractor  
1971 Case Backhoe from Water Department

I would like for these items to go out to auction.

Thank you.

**TD:ch**

**cc: Ron Clum, Accounting**  
**Jim LaCola, Fleet**



# HIGHWAY DEPARTMENT


NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177

FAX 845-561-8987

TODD DEPEW  
HIGHWAY SUPERINTENDENT

**TO:** Gil Piaquadio, Supervisor & Town Board Members

**FROM:** Todd DePew, Highway Superintendent 

**DATE:** April 20, 2017

**RE:** Bid for Truck Body & Plow

I would like to be put on the agenda, to accept the bid for a Truck Body & Plow from Amthor Welding for the cost of \$94,380.00.

The funds are available and will be taken from 5130.200 Machinery Equipment/Other Capital.

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

**TD/ch**

**cc: James LaCola, Fleet Maintenance**



Tank Truck and Truck Body Equipment Specialists

**RE: TOWN OF NEWBURGH BID –April 17,2017 @ 10:00 a.m.  
FOR TRUCK BODY AND PLOWS BID**

Amthor's proposes to furnish the following equipment for the above referenced Budget:

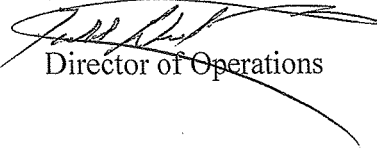
- a) **TENCO** Model TCB-14-T-CH-C-CH- LF 14' (14 YD YARD CAPACITY) combination dump body/material spreader with ½ cab shield, air tailgate, DOUBLE- ACTING hoist and summer side chute, with body up light on dash..(450 **HARDOX BODY with Stainless Steel rear corner posts**) extended grease kit for side tilt body.
- b) Bolt on 12" wide asphalt pan.
- c) Ladder located driver side of body, with grab handle on side of cab shield.
- d) **Lights:** Red, oval shaped, stop/tail/turn LED lights installed in rear corner posts of body. L.E.D. Amber strobes oval-shaped in rear corner post of body, LED back-up lights, Set of plow lights installed on top cross-member of plow frame . Two (2) auxiliary work lights one each side, to be mounted on rear mud flaps aiming to rear of truck, Two (2) Wing lights to be mounted on top wing post, one (1) Spinner light and one (1) conveyor light. All auxiliary work lights shall be wired to the cab with 14 ga. wire each with separate switch grounded in cab. 8" convex mirror on wing post.
- e) **PIONEER** Model G-1500 load cover with wind deflector, asphalt tarp and ground control.
- f) Set of rubber flaps both AHEAD OF and BEHIND rear wheels of chassis.
- g) **VIKING** custom POWER TILT hitch with 4" bore by 10" stroke double acting plow lift cylinder.
- h) **VIKING** 8" patrol wing front mast assembly with integral 3" bore by 20" stroke cylinder and FULL-TRIP wing "D" Hinge.
- i) **VIKING** patrol wing rear support member with 3" bore by 14 – 7/8" stroke rear lift cylinder, differential relief valve and required components.
- j) **VIKING** Model 144W-HD heavy-duty 12' overall length side wing with pair of FULL-TRIP Heavy Duty wing arms.
- k) **VIKING** model HD PRR 1142TE HEAVY-DUTY 11' power reverse trip-edge plow with steel skin, Amthor's 12" steel snow chute installed.
- l) **COMMERCIAL** tandem pump and complete SPICER drive shaft assembly
- k) **AMTHOR** forty-gallon frame mount oil reservoir with oil level sight gauge return line filter assembly/ Hydraulic valves spools to be mounted on patrol wing support rear of cab.
- l) **REXROTH: CS 530** Spreader control valve piped to combination body, with enclosure, and electric pre-wet pump

- m) All hoses and fittings per specifications.
- n) DEL feather able air control system for all plow/body/wing functions.
- o) FEDERAL Model 14-012 amber 2-beam rotating light installed on chassis cab.
- p) TENCO 160 gallon pre-wetting tank mounted in the cab-shield.
- q) Rubber mat across center of chassis, behind spinner disc.
- r) Body -painted to match color of chassis. All other frame attachments - black.
- t) Tailgate chutes (3) with winter incerts.
- u) Spinner guide for combination body.
- v) Pair of Tandem POLY FENDERS over rear tires.
- w) Bolt on Spreader Bar

Amthor takes NO EXCEPTIONS to the specifications.

**INSTALLED : PRICE \$94,380.00**

Todd Widmark



Director of Operations



NOTICE OF BID INVITATION  
HIGHWAY TRUCK BODY & PLOWS FOR A TANDEM TRUCK

The Town Board of the Town of Newburgh, County of Orange, New York, hereby invites the submission of sealed bids for a Highway Truck Body & Plows in the Town of Newburgh.

Bids must be in writing on the forms furnished and shall be subject to the conditions contained in the Instruction to Bidders and Specifications as well as the following: (1) the Town Board reserves the right to reject all bids and re-advertise for new bids; (2) all bidders shall be prepared to submit proof of responsibility as required by the Town Board; (3) each bid must contain the certificate set forth and required by Section 103d of the General Municipal Law relating to non-collusion and (4) no bidder may withdraw his bid within 45 days after the actual date of the opening of the same.

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 "Highway Truck Body & Plows Bid".

Sealed bids will be received by the undersigned on behalf of the Town Board up until 10:00 a.m., on April 17, 2017 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

March 28, 2017

**FORM OF THE WORK ORDER**

It is the intention of this specification to describe a heavy-duty combination dump body material spreader, power reversible plow, custom plow frame, patrol wing, central hydraulic system and related accessories. Bidders are cautioned to list any and all deviations from these specifications in order for their bid to receive full consideration. Bidders that do not fully list their deviations will be considered as non-responsive. Bidders shall furnish complete manufacturers literature and detailed specifications of the equipment they propose to furnish. Manufacturers names and/or model numbers are strictly for the purpose of indicating the quality of materials required.

DUMP BODY	COMPLY	<u>Yes</u>	<u>No</u>
The body shall be a traditional dump as well as a material spreader in one.		<u>X</u>	_____
It shall be 14' X 88" inside dimensions.		<u>X</u>	_____
The side shall have a capacity of 11.46 yards and the tailgate shall be 16.88 yards.		<u>X</u>	_____
The entire body with shall be manufactured of 3/16" steel.		<u>X</u>	_____
The Floor, Sides, Tailgate, Bulkhead shall be of 3/16" 205,000 P.S.I (HARDOX -450) steel with radius sides.		<u>X</u>	_____
There shall be a cab shield mounted integrally with the headboard.		<u>X</u>	_____
The top rails of the body shall be a minimum 4" X 3" structural tubing.		<u>X</u>	_____
There shall be provisions for side boards at the top of the top rails.		<u>X</u>	_____
The front side post shall be 5" with a 7" full depth with STAINLESS STEEL rear corner post.		<u>X</u>	_____
There shall be two horizontal posts 3/16" thick		<u>X</u>	_____
The curb side rear post shall be tied to the front post with a structural tubing located near the top of the posts.		<u>X</u>	_____
There shall be a ladder mounted roadside at the front of the body.		<u>X</u>	_____



The tailgate shall be a 6 panel design and shall be double- acting.

X \_\_\_\_\_

The tailgate shall be level with the floor when horizontal.

X \_\_\_\_\_

There shall be an air tailgate locking system.

X \_\_\_\_\_

The air tailgate controls shall be installed within reach of the operator.

X \_\_\_\_\_

Spreader chains shall be provided.

X \_\_\_\_\_

There shall be a body up safety prop for servicing the body.

X \_\_\_\_\_

There shall be mud flaps both front and rear of the wheels.

X \_\_\_\_\_

The front flaps shall have anti-sail brackets.

X \_\_\_\_\_

The understructure shall have a 10" I-beam 25.4 # / ft.

X \_\_\_\_\_

Long-members or greater. (NO CHANNEL)

There shall be a conveyor assembly road side.

X \_\_\_\_\_

This conveyor shall move the material forward to the spinner frame mounted behind the drivers door.

X \_\_\_\_\_

The material conveyor shall run roadside of the body and shall be 18" wide.

X \_\_\_\_\_

The chain shall be pintle type and shall have 3/8" X 1 1/4" bar flights.

X \_\_\_\_\_

The chain shall have a break-formed cover and not be exposed to the load material.

X \_\_\_\_\_

The drive shall have a bronze gears and shall have a 25:1 ratio.

X \_\_\_\_\_

The conveyor gearbox shall be superior aluminum.

X \_\_\_\_\_

This Aluminum drive box shall be driven with a hydraulic motor of ample size.

X \_\_\_\_\_

The torque capacity shall be 13740 psi/inch at 100 RPMs.

X \_\_\_\_\_

The body shall be constructed to allow the gearbox, bearings, drive shaft and sprockets to be removed in one piece.

X \_\_\_\_\_

Material shall flow forward through an adjustable door with hand crank jack for adjustment.

X \_\_\_\_\_

Door opening shall be a minimum of 182 cu./ins.

X \_\_\_\_\_

There shall be a built-in 2 section hinged cover plate for the conveyor.

X \_\_\_\_\_

The chain adjustment shall be accomplished with grease cylinders, not screw type adjuster.

X \_\_\_\_\_

The grease cylinders shall be nitrated and have grease fitting to 600 PSI.

X \_\_\_\_\_

There shall be a trap door at the rear of the body to allow the entire rear chain idler assembly to be removable.

X \_\_\_\_\_

There shall be a truck frame-mounted spinner with the hydraulic motor mounted at the top of the drive shaft and a polyurethane spinner disc and spinner guide to spread the material.

X \_\_\_\_\_

The spinner shall have hydraulic quick couplers for ease of removal.

X \_\_\_\_\_

The material shall be feed to the spinner with a plastic tenelene or equal material chute.

X \_\_\_\_\_

There shall be 5 - 3" structural channel cross members at the cylinder attachment points and a series of 2 - 15/16" X 3/16" break formed cross members making a honeycomb design for floor supports.

X \_\_\_\_\_

The long members shall be tied at the top with 3" X 3" structural tubing and at the bottom with break-formed plate for added strength.

X \_\_\_\_\_

The floor and curbside of the body shall be designed to lift and move material to the road side conveyor.

X \_\_\_\_\_

The floor and hinge shall be bolted to the body long members, welded hinges are not acceptable.

X \_\_\_\_\_

The three hinge blocks shall be held by 4" X 5/8" grade 5 bolts.

X \_\_\_\_\_

The floor hinge shall be a minimum of 1-3/4" hard chrome induction rod with cast steel blocks.

X \_\_\_\_\_

These hinges shall be bolted directly to the 10" I-beam long members.

X \_\_\_\_\_

The entire floor and curb side shall be removable with bolts.

X \_\_\_\_\_

There shall be grease fittings on each block.

X \_\_\_\_\_

The remaining stationary outside long member shall be 3" X 4" structural tubing.

X \_\_\_\_\_

There shall be two 3-1/2" X 28" double-acting cylinders to lift the floor.

X \_\_\_\_\_

The combined lifting capacity of the floor cylinders shall be 19 tons at 2000 PSI.

X \_\_\_\_\_

These cylinders shall be factory-plumbed to the rear of the body with steel pipe.

X \_\_\_\_\_

For safety and strength, these cylinders shall attach to the outside of the long member with cast steel attachments not a fabricated piece .

X \_\_\_\_\_

The cylinder rods shall be manufactured using the HYDRAUNITE method to minimize wear and corrosion.

The cylinders shall have a full two year warranty from its original manufacture.

X \_\_\_\_\_

The floor in the full-lift position shall be at approximately 40 degrees.

X \_\_\_\_\_

The body lift hoist shall be telescopic three-stage.

X \_\_\_\_\_

The barrels of each stage shall be manufactured using HYDRAUNITE method to minimize wear and corrosion.

X \_\_\_\_\_

The cylinders shall have a full year warranty from its original manufacture.

X \_\_\_\_\_

It shall have a capacity of 20 tons **double-acting**.

X \_\_\_\_\_

It shall be saddle mounted to the truck frame.

X \_\_\_\_\_



The plow frame shall be designed so as to keep the pivot attachment points as close to the front of the truck as feasible. The custom truck attachment shall consist of minimum 1/2" side plates reinforced and bolted as far back on the truck frame as possible. The vertical risers of the "A" frame shall be from minimum 4" by 3" by 1/2" A-36 structural steel angle material. The horizontal member to which the base of the lift cylinder pins shall be a minimum of 4" by 4" by 1/2" angle boxed in with 1/4" by 5" bar. The hitch shall provide a minimum of three (3) plow drive heights on 30 - 1/2" push lug centers. The bottom of the hitch behind the connecting lugs shall be adequately braced and reinforced to transmit plowing forces to the truck frame. The hitch shall be designed to accommodate a front wing post of either patrol or full leveling design. The front hitch shall be of "power tilt" design locking pins provided. Hitch must be capable of full power tilt to allow for routine engine maintenance.

Meets above specifications  yes  no

Exceptions None

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PLOW LIFT CYLINDER:

The plow lift cylinder shall be a 4" bore by 10" stroke double acting design.

Meets above specifications  yes  no

Exceptions None

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FRONT WING POST ASSEMBLY (FOR PATROL WING):

The front wing mast shall be fabricated from an 8" I-beam of 18.4#/ft. Built into the top of the beam shall be a fixed sheave housing which shall incorporate a 6" O.D. malleable iron sheave turning on 1 1-3/8" cold drawn steel pin with grease fitting. The sheave shall be equipped with a graphite bronze bushing. The front mast shall be bolted to and supported by a 7" by 4" by 3/8" lower rectangular structural tube member extending from the cheek-plate hitch and shall be further supported by an upper horizontally mounted rectangular structural tube assembly. A 3" bore by 20" stroke double acting cylinder with 1/2" diameter 8 X 19 IPS wire rope revved over two (2) 6" O.D. malleable iron sheaves shall provide 40" of vertical lift. There shall be a "full-trip" wing "D" provided. 8" convex mirror on wing post.

Meets above specifications  yes  no

Exceptions None

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Hydraulic Rear Support

The rear support vertical beam shall be fabricated from a 7" x 4" x 3/8" rectangular tubing. This vertical beam shall be integrally welded to, and supported by, a second horizontal member of 7" x 4" x 3/8" rectangular tubing. This horizontal member should be supported by a 4" x 2" x 1/4" rectangular tubing welded side by side. A 1/2" x 6 3/4" x 60" plate is mounted on the side of the rectangular tubing and spans the width of the frame. These vertical and horizontal members shall be further supported by a 1/2" plate for frame mounting, an 8 gauge H.R.M.S. formed support plate, and a diagonal member from 7" channel at 12.25lbs/ft.

The support shall pin to a hydraulic cylinder and two (2) standoff arms. The cylinder shall be not less than a 3" diameter x 14 7/8" stroke double acting type. It shall attach between the mounting bracket and a sliding collar at the upper stand-off arm. Adjustable flow restrictors shall be installed between the hydraulic control valve and this cylinder so to provide for variation of speed. The cylinder shall be fitted with an integral counter balance valve at its base to protect against impact load and the possibility of the wing dropping due to pressure line failure.

Meets above specifications

yes

no

Exceptions None

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WING:

The nose height of the wing shall be 29" and the discharge height shall be 38". The overall length of the wing shall be 144". The wing moldboard shall be fabricated from 8 gauges HR sheet. The top of the wing shall incorporate a formed channel as a continuation of the moldboard for added strength. The bottom backer angle shall be 6" by 4" by 3/4" (with 1/2" steel plate gussets equally spaced between each cutting edge hole) which shall be welded to the 8 gauge sheet. The moldboard shall have five (5) vertical 1/2" flame cut plate ribs. Located between the fourth and fifth vertical rib shall be four (4) horizontal stiffener plates with a series of vertically punched holes that allow the standard arm pivot block to be bolted directly to the horizontal stiffener plates. For connection to the front post hinge, there will be three (3) 21- 9/16" drilled holes through the nose plate, utilizing a 1 - 1/2" hex head wing bolt. The wing shall be equipped with a 1/2" by 6" by 132" C-1085 cutting edge punched on 12" centers and a 10 degree moldboard shoe made from abrasion resistant steel (minimum BRINELL 360) on the discharge end, both to be bolted to the backer angle by grade 5 heat treated carriage bolts.

Meets above specifications

yes

no

Exceptions None

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The inner arms shall be fabricated from 1 1/2" solid bar stock. The outer arms shall be fabricated from 2 - 1/2" schedule 80 pipe. The upper arm will have a 3 - 3/16" O. D. by 19/32" diameter wing trip spring. It must be fabricated from alloy steel; the trip spring shall be a minimum of 29" long. Both upper and lower arms shall be equipped with a swivel to prevent damage to the arms when folding in tight to the chassis. The arms shall be adjustable in length from 55" to 75", the upper arm offering nine (9) positions and the lower arm offering nine (9) positions.

Meets above specifications       yes      no

Exceptions None

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**POWER REVERSE TRIP-EDGE PLOW:**

**MOLDBOARD:**

The moldboard shall be 11' long and 42" high inside, and shall extend at least 12" out over the cutting edge. The moldboard shall be fabricated from a one-piece structure of 8 GA. BRAKE FORMED STEEL SHEET, MOLDBOARD SKIN. Eight (8) full-length one-piece reinforcing ribs fabricated from flame cut 1/2" plate shall be welded to the bottom backer angle and to the back of the upper moldboard angle. The bottom backer angle shall be fabricated from minimum 4" by 4" by 3/4" angle with 1/2" plate gussets. Three (3) hinge points, spanning 88", shall be provided for connection of the moldboard to the push frame. Replacement wear parts shall consist of a single 1/2" by 6" by 132" C1085 blade, two (2) abrasion resistant moldboard shoes and two (2) cast chilled malleable iron curb shoes.

Meets above specifications       yes      no

Exceptions None

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**REVERSING FRAME:**

The reversing frame shall be fabricated from 4" by 4" by 3/8" square structural tubing and 4" by 3" by 1/4" rectangular structural tubing gusseted at key stress points. 3/8" structural tube member of the reversing frame shall weld Three (3) connecting lugs spanning 88" to the 4" by 4". These lugs shall serve the dual purpose of carrying the thrust of the plow.

Meets above specifications       yes      no

Exceptions None

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entity and branding with another manufacturer's name shall not be accepted as being from a single manufacturer. Manufacturer shall be ISO 9001 and ISO 14001 certified.

	X	

# H y d r a u l i c   V a l v e s

Comply  
Yes   No

Mobile Spreader Manifold		
The manifold blocks contain the integrated circuits for the Spreader hydraulic functions. (Conveyor/Spinner).	X	
The valve actuators are proportional solenoids that integrate with the mobile controller for optimum Performance and adjustability.	X	
Blocks are manufactured from anodized aluminum for Rugged durability and long life. Enclosure to be Stainless Steel to further protect your investment in the corrosive atmosphere common in the spreader Environment, making this an economical solution.	X	
<b>Inlet</b> Port P 35 Gpm max Spinner 7 Gpm max Conveyor 15 Gpm max Nominal Pressure 2500 psi max	X	



The reversing table shall be fabricated from 3/8" formed plates and 1 1/2" by 1/2" bar stock gusseted at key stress points. The reversing table shall connect to the reversing frame with a 1-15/16" diameter cold drawn steel pin through a 3 - 1/2" O.D. by 1/4" wall tube. Truck attachment lugs shall be of 1/2" plate set on 30 - 1/2" push lug centers. Provision shall be made for plow oscillation to allow the plow to follow road contour. The plow shall have a "level link" three-point chain lift mechanism, which shall allow the plow to be carried at any angle without the plow "listing" to one side. Plow shall connect to chassis with 1 - 1/4" pins.

Meets above specifications

yes

no

Exceptions None

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### TRIP MECHANISM:

Shall be a single section trip-edge design. Shall consist of four (4) minimum 7/8" diameter alloy wire torsion springs with nineteen (19) active coils per spring. There shall have two (2) 51" long by 1 - 1/2" diameter hinge rods which slide through the springs and hinge lugs to support the trip-edge mechanism. There shall be two (2) adjustment arms, one (1) per side of the push-frame to allow the moldboard to be adjusted to differing plow attack angles.

Meets above specifications

yes

no

Exceptions None

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### REVERSING MECHANISM:

The push-frame shall be equipped with two (2) 3 - 1/2" bore by 15" stroke DOUBLE ACTING reversing cylinders located within the reversing frame.

Positioning of the plow shall be by hydraulic action and the plow shall be capable of reversing from 35 degrees right to 35 degrees left. There shall be stops set at maximum reversing angle to prevent damage to the reversing cylinders. A cushion valve shall be provided, and installed on the push-frame, for protection of the hydraulic cylinders from shock loads.

Meets above specifications

yes

no

Exceptions None

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HYDRAULIC PUMP:

The hydraulic pump shall be a constant running "TANDEM" design. The pump shall be driven by a minimum 1300 series SPICER drive shaft assembly. The pump shall be capable of an output of twin 18 GPM.

Meets above specifications

yes

no

Exceptions None

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OIL RESERVOIR :

There shall be a forty - (40) gallon frame mounted oil reservoir fabricated from minimum 8 gauge pickled and oiled sheet steel. The reservoir shall be equipped with a return line filter assembly, oil level sight gauge magnetic drain plug and vented 2" fill cap with integral strainer. The oil reservoir shall be installed on the passenger side of the chassis frame.

Meets above specifications

yes

no

Exceptions None

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VALVE ASSEMBLY:

PRIMARY VALVE:

The valve shall have a minimum capacity rating of 35 GPM with the relief valve capable of adjustment to 2,500 PSI. The primary relief shall be set at 1,500 to 1,800 PSI at the time of installation. Valve sections shall be provided for: PLOW LIFT, PLOW ANGLE, BODY HOIST, BODY FLOOR TILT AND TWO FUNCTION PATROL WING, it shall be mounted on top of the cross frame support of the patrol wing.

Meets above specifications

yes

no

Exceptions None

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YES NO

<p>Spreader controller must capable of 3 proportional PWM outputs( Auger, Spinner, Pre-wet and Auger reverse)</p>	<p>X</p>	
<p>Control shall be by microprocessor for high control accuracy. The microprocessor must incorporate redundant circuitry and be housed in a sealed cast aluminum housing. The manufacturer must have published specifications that meet or exceed the following:</p> <p><b>Spurious interference</b> (Motor vehicle directive 95/54/EG) 100v/m</p> <p><b>Load Dump</b> max. 70v</p> <p><b>Operating temperature</b>, housing -40...80 degC</p> <p><b>Storage temperature</b>, housing -40...105 degC</p> <p><b>Vibration resistance</b></p> <p>Sinusoidal vibration (IEC 60086-2-6) 10g / 57...2000 Hz</p> <p>Random vibration 0.05g<sup>2</sup> / Hz (IEC 60086-2-36) 30 min per axis</p> <p><b>Shock resistance</b></p> <p>Transport shock 15g / 11ms (IEC 60068-2-27) 3x in each direction/axis (pos./neg.)</p> <p>Continuous Shock 25g / 6ms (IEC 60068-2-29) 1000x in each direction/axis (pos./neg.)</p> <p><b>Resistance to moisture</b> 95% (+25 to +55 degC)</p> <p><b>Resistance to salt spray</b> (IEC 60068-2-11) 72h, 35 degC, 5% NaCl</p> <p><b>Type of protection</b> (DIN / EN 60529) IP 65 fitted with mating connector.</p>	<p>X</p>	
<p>*The controller shall have 5 modes of operation for solid material application. They shall be closed loop, open loop, manual, groundspeed triggered manual and 12 volt triggered manual.</p> <p>*The controller shall have the following modes of operation for liquid application. They shall be closed loop, manual, groundspeed triggered manual, 12 volt triggered manual, fixed and anti-ice.</p> <p>*The spreader control shall have a backlit LCD display screen which shows Auger/Conveyor application rates, Spinner setpoint, Liquid application rate and Ground Speed.</p> <p>*The controller shall have 9 programmable application rates for solid material and liquids.</p> <p>*The controller shall have 3 different material options for solid and liquid.</p> <p>*The controller shall have access to remove past spreading information</p>	<p>X</p>	
<p>Audible error indication with text explanation</p>		
<p>Current compensated and protected outputs</p>		
<p>Solenoid and cable failure detection</p>	<p>X</p>	
<p>Firmware upgradeable via PC link</p>		
<p>To ensure complete system compatibility, spreader controller, hydraulic valve and</p>	<p>X</p>	

Comply with specification

Yes No

Pre-Wet system with TW 160 gallon reservoir.	X	
Pre-wetting system shall dispense and measure amounts of calcium chloride, salt brine and / or other chemicals used in snow and ice control.	X	
The system shall have a 160 gallon poly reservoir tank mounted in the cab shield.	X	
The cab shield / bulk head shall be a proven design capable of supporting the addition weight of the reservoir tank.	X	
All components used shall be non-ferrous, austenitic and / or corrosion resistant	X	
The system shall be complete with pump, pump control, nozzles, hoses, tank fittings, wiring and mounting hardware as require and provided by one supplier	X	
The electric pump shall be mounted near the liquid reservoir, in a NEMA fiberglass enclosure.	X	
The enclosure shall be mounted in a location that will not hinder normal spreader maintenance or operation.	X	
A 5-PSI check valve shall be installed as close to the nozzles as possible to prevent siphoning of the liquid chemical.	X	
Two nozzles shall be located inside the conveyor discharge box just above the conveyor chain.	X	
Plumbing components shall be constructed of heavy-duty glass reinforced polypropylene or brass, except check valves.	X	
The hose for the suction line to the pump shall be 3/4" EPDM. All pressure hoses shall be 1/2" EPDM.	X	
A 3/4" filter with 304 stainless steel reinforced screen shall be installed in the suction line.	X	

Meets above specifications

yes

no

Exceptions None

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**HOSES:**

ADDITIONAL or equal. All suction and return lines shall meet or exceed a rating of SAE100R-4. All pressure lines shall meet or exceed a rating of SAE100R-5. All lines shall be run so that they do not interfere with either the exhaust system or driveline of the chassis. Lines shall be covered with flexible armor material where they may be chafed.

Meets above specifications

(yes)

no

Exceptions NONE

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**CONTROLS:**

Control shall be DEL feather able air controls system with pedistal, **NO EXCEPTION.**

**PLOW LIGHTS & AUXILIARY WORK LIGHTS:**

The unit shall be equipped with a set of plow lights installed on the top cross member of the custom hitch truck attachment. Two (2) auxiliary work lights ,one each side to be mounted on rear mud flaps aiming to rear of truck, Two (2) Wing lights to be mounted on top of front wing post, one (1) Spinner light and one (1) conveyor light All auxiliary work lights shall be wired to the cab with 14 ga. wire each with separate switch grounded in cab.

**ASPHALT PAN:**

A heavy-duty 12" wide asphalt pan, fabricated from minimum 1/4" plate material, with end plates shall be installed on the body.

**BODY SIDE STEPS:**

There shall be a ladder located at the front driver side of the body with grab handles.

**ROOF LIGHT:**

A two (2) bulb amber rotating light shall be installed on the chassis cab.(Federal model 14-012)

**REAR BODY LIGHTING:**

In addition to the standard chassis lighting there shall be a set of oval stop/tail/turn lights installed in the rear corner posts of the dump body, oval-shaped L.E.D. amber strobes in rear corner post, Oval-shaped clear LED back-up lights in rear corner posts of body .

**LOAD COVER:**

The body shall be equipped with a PIONEER model G-1500 load cover with wind deflector, asphalt tarp and ground control mechanism.

**SPREADER BAR:** Custom-made bolt-on type for rear of chassis.

fitting gate handles and built-in wheel covers

**POLY FENDERS:** Pair of poly fenders over rear drive axle tires

**MUD FLAPS:**

Rubber flaps shall be installed in front of and behind the rear axle tires. Flaps located forward of rear axle shall have anti-sail hardware.

**RUBBER FLAP;** A rubber flap to be installed behind the spinner disc of the combination dump body/spreader, from street side to curb side of chassis frame rail to help protect truck chassis from material discharge.

**BODY:**

The body shall be fitted with a 160-gallon pre-wetting tank in side of the cab-shield.

**PLOW:**

The plow shall have a 12" steel snow-chute installed and painted to match the plow.

**EXTENDED GREASE KIT:**

Extended grease kit for side-tilt hinge of combination body.

**PAINING:**

The body shall be painted to match chassis cab. The plow/wing attachments shall be painted gloss black. The plow and wing moldboards shall be painted Omaha orange.

**INSTALLATION:**

All equipment shall be installed in a professional manner with proper hydraulic fluids furnished.

**LIGHTS:**

In addition to those items already mentioned all DOT required clearance lights and/or reflectors shall be installed on the body.

Meets above specifications

yes

no

Exceptions None

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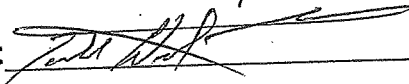
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NON-COLLUSIVE BIDDING CERTIFICATION

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

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

Bidder Name and Address: Amthor Welding Service Inc.  
20 Osprey Lane  
Gardiner Ny 12525

Signature (Authorized): BY: 

Title: Director of Operations


Date: April 14 2017

STATE OF CALIFORNIA  
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:

Amthor Welding Service Inc  
Bidder's Business Name

By: Todd Widmark / 

Title: Director of Operations

Date: 4-14-17



The undersigned certifies that the bid submitted for the Equipment, is in full conformance with the specification.

YES  NO . If non conformance is indicated the bidder shall include a detail explanation of the non-conformance in an attachment to the bid.

Name of Bidder: Another Welding Service Inc.

Manufacturer of Snow Plow and Wing.

Viking

Manufacturer of Combination Dump Body.

TEACO

Manufacturer of Sander Controls.

REXRON

Installed

Price per Unit for above Equipment \$ 94,380.<sup>XX</sup>/<sub>100</sub>

Price per Unit in words -

Ninty Four Thousand Three Hundred Eighty DOLLARS <sup>XX</sup>/<sub>100</sub>

If, in the sole opinion of the Town of Newburgh Highway Dept. the equipment submitted for this bid is not equal or superior to the equipment specified, or the requirements of the specification or proposal are not met, the bid will be rejected. The Town of Newburgh reserves the right to reject any or all bids deemed not satisfactory for the needs of the Town.

All bids must be accompanied by a statement of non-collusion as required by Section 103-d of the General Municipal Law of the State of New York.

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA  
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor  
CC: Town Board  
From: Ronald E. Clum, Town Accountant  
Date: April 11, 2017  
RE: Establishment of Capital Project – Reservoir Land Purchases  
Cash Transfer from Water to Reservoir Land Purchase Capital Project



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In order to keep track of the Towns anticipated reservoir land purchases I am asking for the Boards approval to set up a new Water Capital Project, named Reservoir Land Purchases.

At the April 10<sup>th</sup>, 2017 board meeting you approved a purchase of \$15,000 for parcel no. 2-2-6 and upon talking to Jim Osbourne he informed me that there was another potential property for around \$55,000 being considered.

At this time I would like board authorization for me to transfer \$70,000 for these purchases from the water fund to this new Capital Project, as well as authorization to expend out of this capital project.

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