

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

**TOWN COUNCIL MEETING  
PUBLIC MEETING AGENDA  
Monday, May 4, 2015  
7:00 p.m.**

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. REPORT FROM DEPARTMENT HEADS
7. RECREATION:
  - A. Hiring of Part Time Laborer
  - B. Hiring of Part Time Rec Aide
  - C. Contract Office of Aging
  - D. Request for Stage
8. PLANNING BOARD: Golden Vista Storm Water and Landscape Security
9. ENGINEERING:
  - A. Release of Storm Water Maintenance Security Orange County Trust
  - B. Approve Bid Schedule for Pressure Reducing Valve Station
10. CODE COMPLIANCE: Approval of Application for Public Entertainment
11. ANNOUNCEMENTS
12. PUBLIC COMMENTS
13. POTENTIALITY OF EXECUTIVE SESSION: Litigation – Roseton Hills Sewer Works
14. ADJOURNMENT

AUDIT # 8

5/4/2015

VOUCHERS 151772 to 152021

Audit Date: May 4, 2015

To the Supervisor:

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

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

<u>Voucher</u>	<u>Vendor Name</u>	<u>Amount</u>
151779	Camo pollution	570.00
151838	Schmidts wholesale	6,025.62
151885	NY Communication	8,938.00
151908	Schmidts wholesale	364.47
151949	Camo pollution	2,600.64
151950	Camo pollution	50,062.42
151991	Camo pollution	638.10

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

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

Town Board:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exceptions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUDIT # 8

May 4, 2015

VOUCHERS 151772 to 152021

FUND	REGULAR	PREPAID
GENERAL	\$ 210,784.07	\$ 13,152.95
TRUST & AGENCY	91,572.23	-
STREET LIGHTING	-	-
HIGHWAY	7,533.94	785.99
WATER	204,660.89	31,712.69
SEWER	7,562.41	1,883.55
WATER CAPITAL	21,059.76	-
SEWER CAPITAL	-	-
HIGHWAY CAPITAL	56.16	337,837.00
GENERAL CAPITAL	1,900.00	-
SPECIAL DISTRICT	-	-
TOTAL	\$ 545,129.46	\$ 385,372.18
GRAND TOTAL	<u>\$ 930,501.64</u>	

Acct# 2209 to 0359

transfer initiated by: \_\_\_\_\_

transfer approved by: \_\_\_\_\_

7A



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members  
Ron Clum, Accountant

From: Charlene M. Black, Personnel

Date: April 22, 2015.

Re: Part time Laborer

---

The applicant Bobbie A. DePew has been offered a job with the Recreation Department as a part time laborer starting on or after May 14th, 2015. The applicants' hiring is contingent on your approval and the completion of his fingerprints, paperwork, drug/alcohol test and physical. Mr. Petrillo has included the employment request form.

Mr. DePew's application is in my office for your review.



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

April 20, 2015

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Hire Part Time Laborer

At this time, I would like to request approval to fill the part time laborer position left vacant by Mr. Joseph F. Detz who resigned as of March 31<sup>st</sup>.

Upon your approval to hire, we would like to place Ms. Bobbie DePew in the position of part time laborer working in the guardhouse beginning May 14<sup>th</sup>. Ms. DePew will be hired at the rate of \$8.75/hour. The salary for this position is in the budget under account 7110-0100.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

**TOWN OF NEWBURGH**  
**EMPLOYMENT REQUEST FORM**

**TO: PERSONNEL DEPARTMENT**

NAME OF CANDIDATE: BOBBIE DEPEW

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: PART TIME

HOURLY RATE: \$8.75

IS POSITION FUNDED IN CURRENT BUDGET: yes or no

FUND APPROPRIATION NUMBER: 7110-0100

PROPOSED HIRE DATE: \_\_\_\_\_

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



DEPARTMENT HEAD SIGNATURE

4/20/15

DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE  
PERSONNEL OFFICE.**

COPY TO ACCOUNTING DEPARTMENT  
(02/05)

78



## TOWN OF NEWBURGH

1496 Route 300, 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

Date: March 24, 2015

Re: Part time Rec Aide

This is a request to hire Richard J. Driscoll to the position of Part Time Rec Aide starting May 14th, 2015. If approved, Mr. Driscoll needs to complete paperwork, fingerprints and a physical which includes drug/alcohol testing. Mr. Petrillo has included the employment request form.

Mr. Driscoll's application is in my office for your review.



## TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

April 20, 2015

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Hire Recreation Aide

At this time, I would like to request approval to fill the part time Recreation Aide position left vacant by Mr. Edwin VanVoorhis who was previous offered the position but declined.

Upon your approval to hire, we would like to place Mr. Richard Driscoll in the position of part time Recreation Aide. Mr. Driscoll will be hired at the rate of \$10.00/hour. The salary for this position is in the budget under account 7110-0100.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner



**TOWN OF NEWBURGH**  
**EMPLOYMENT REQUEST FORM**

**TO: PERSONNEL DEPARTMENT**

NAME OF CANDIDATE: RICHARD DRISCOLL

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: PART TIME

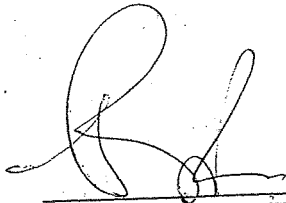
HOURLY RATE: \$10<sup>00</sup>

IS POSITION FUNDED IN CURRENT BUDGET:  yes or no

FUND APPROPRIATION NUMBER: 7110-0100

PROPOSED HIRE DATE: \_\_\_\_\_

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



DEPARTMENT HEAD SIGNATURE

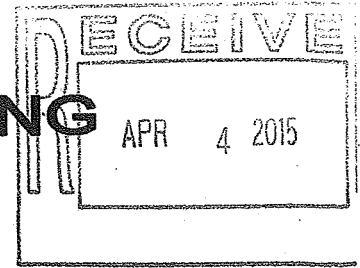
4/20/15  
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE  
PERSONNEL OFFICE.**

**COPY TO ACCOUNTING DEPARTMENT  
(02/05)**



7C  
**OFFICE FOR THE AGING**



Steven M. Neuhaus  
*County Executive*

Ann Marie Maglione  
*Director*

April 1, 2015

Gil Piaquadio, Supervisor  
Town of Newburgh  
1496 Rte. 300  
Newburgh, New York 12550

Dear Mr. Piaquadio:

Upon review of RFP-OFA01-15, the Town of Newburgh is awarded \$24,759. We are in the process of preparing the 2015-2016 CSE contract to mail out for your signature. Should you have any questions in regards to this contract, please contact Ann Marie Maglione, Director at (845) 615-3706.

Best regards,

Lindsay Williams  
Associate Account Clerk

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_st day of May, 2015 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

George Woolsey, Councilman

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING 2015-2016  
AGREEMENT IN SUPPORT OF  
TRANSPORTATION SERVICES FOR  
THE ELDERLY (CSE) PROGRAM

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

WHEREAS, the County of Orange supports transportation services under the Community Services for the Elderly (CSE) program; and

WHEREAS, the Town of Newburgh is in agreement with the County of Orange findings for the needs and administration of such services, and

WHEREAS, it is required by the County of Orange that the Town Board approve the 2015-16 Agreement for Vendor Services in connection with transportation services under the Community Services for the Elderly (CSE) programs as agreed upon with the Orange County Office for the Aging, its form and manner of execution, and

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Agreement for Vendor Services with the County of Orange in support of transportation services under the Community Services for the Elderly (CSE) program as to its form and manner of execution and authorizes the Supervisor to sign and deliver the agreement and/or ratifies his signature thereon.

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

George Woolsey, Councilman voting \_\_\_\_\_

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Paul I. Ruggiero, Councilman voting \_\_\_\_\_

James E. Presutti, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.



## OFFICE FOR THE AGING

Steven M. Neuhaus  
*County Executive*

Ann Marie Maglione  
*Director*

April 21, 2015

Gil Piaquadio, Supervisor  
Town of Newburgh  
1496 Rte. 300  
Newburgh, New York 12550

Dear Mr. Piaquadio:

Enclosed please find the CSE 2015-2016 contract. Please sign indicated and return the entire document to this office. A copy will be sent to you once it is fully executed.

**A copy of the resolution permitting the Supervisor to enter into this Agreement must accompany the signed contract.**

Should you have any questions in regards to this contract, please contact Ann Marie Maglione, Director at (845) 615-3706.

Best regards,

Lindsay Williams  
Associate Account Clerk

Enclosure



## AGREEMENT FOR VENDOR SERVICES

**THIS AGREEMENT** is entered into as of this 1 day of April, 2015, by and between the **COUNTY OF ORANGE**, a municipal corporation, hereinafter referred to as the "COUNTY," a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York; and Town of Newburgh, a firm with principal offices at 1496 Rte. 300, Newburgh, NY 12550, hereinafter referred to as "VENDOR."

### ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the COUNTY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the COUNTY after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter "Department Head").

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning APRIL 1, 2015, and ending MARCH 31, 2016.

### ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the COUNTY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the COUNTY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the COUNTY may reasonably require. The COUNTY will pay the proper amounts

due VENDOR within sixty (60) days after receipt by the COUNTY of a COUNTY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the COUNTY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not to exceed cost of \$24,759 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Executive of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the COUNTY will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the COUNTY'S authorization by the County Executive is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

### ARTICLE 4. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

### ARTICLE 5. PROCUREMENT OF AGREEMENT

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

fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

#### **ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Orange County Ethics Law as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the

COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

#### **ARTICLE 7. FAIR PRACTICES**

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the COUNTY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

#### **ARTICLE 8. INDEPENDENT CONTRACTOR**

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying the goods and shall have complete charge and responsibility for VENDOR's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

#### **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the County Executive of the COUNTY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the COUNTY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the COUNTY and if so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the COUNTY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the COUNTY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

#### **ARTICLE 10. BOOKS AND RECORDS**

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

#### **ARTICLE 11. RETENTION OF RECORDS**

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

#### **ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS**

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any

audit requirements and/or requests have not been satisfactorily met.

**ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY who have been fully informed as to the nature of the SERVICES to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 ea accident \$500,000 disease ea employee \$500,000 disease policy limit
Automobile Liability (Incl. Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Incl. Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY'S Risk Management Division and the Department Head and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the SERVICES, VENDOR will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.

C. Immediate notice shall be given to the COUNTY through the Department Head and the COUNTY's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

**ARTICLE 14. INDEMNIFICATION**

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed



and/or goods supplied pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of VENDOR's negligence, fault, act or omission, then the COUNTY shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **ARTICLE 15. PROTECTION OF COUNTY PROPERTY**

VENDOR assumes the risk of and shall be responsible for, any loss or damage to COUNTY property, including property and equipment leased by the COUNTY, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article.

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

#### **ARTICLE 16. TERMINATION**

The COUNTY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY's convenience, (2) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (3) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all COUNTY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article, the COUNTY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, any SERVICES or goods procured by the COUNTY to complete the SERVICES herein will be charged to VENDOR and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of VENDOR's breach of the Agreement or failure to perform in accordance with applicable standards, and the COUNTY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from VENDOR is determined.

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

**ARTICLE 17. GENERAL  
RELEASE**

The acceptance by **VENDOR** or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the **COUNTY** from any and all claims of **VENDOR** arising out of the performance of this Agreement.

**ARTICLE 18. SET-OFF RIGHTS**

The **COUNTY** shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the **COUNTY**'s right to withhold for the purposes of set-off any monies otherwise due to **VENDOR** (i) under this Agreement, (ii) under any other agreement or contract with the **COUNTY**, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the **COUNTY** by operation of law, the **COUNTY** also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the **COUNTY** for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

**ARTICLE 19. NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the **COUNTY**, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plans division.

**ARTICLE 20. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York. **VENDOR** shall render all **SERVICES** under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such **SERVICES** are rendered.

**ARTICLE 21. CURRENT OR FORMER  
COUNTY EMPLOYEES**

**VENDOR** represents and warrants that it shall not retain the **SERVICES** of any **COUNTY** employee or former **COUNTY** employee in connection with this Agreement or any other agreement that said **VENDOR** has or may have with the **COUNTY** without the express written permission of the **COUNTY**. This limitation period covers the preceding three (3) years or longer if the **COUNTY** employee or former **COUNTY** employee has or may have an actual or perceived conflict of interests due to their position with the **COUNTY**.

For a breach or violation of such representations or warranties, the **COUNTY** shall have the right to annul this Agreement without liability, entitling the **COUNTY** to recover all monies paid hereunder and **VENDOR** shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the **COUNTY** for such falsity or breach, nor shall it constitute a waiver of the **COUNTY**'s right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

**ARTICLE 22. ENTIRE  
AGREEMENT**

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

**ARTICLE 23. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of **SERVICES** in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such **SERVICES**, the County Executive of the **COUNTY**, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional **SERVICES** and the amount of compensation and the extension of the time for performance, if any, for any such **SERVICES**. Unless otherwise specifically provided for therein,

the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

**ARTICLE 24. SERVICE OF PROCESS**

VENDOR shall be properly registered to do business in the State of New York. Regardless of the propriety or legality of registration status, as a condition of contract, the VENDOR shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, VENDOR consents to service of process upon it by registered or certified mail, return receipt requested, to

the address indicated in their contract with the County. Service shall be complete upon VENDOR'S actual receipt of process, or upon the COUNTY'S receipt of the return by the United States Postal Service as refused or undeliverable. VENDOR shall immediately notify the COUNTY, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the COUNTY to the last known address shall be sufficient.

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

**COUNTY OF ORANGE**

**VENDOR**

By: \_\_\_\_\_  
STEVEN M. NEUHAUS  
COUNTY EXECUTIVE  
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
NAME: GIL PIAQUADIO  
TITLE: SUPERVISOR  
DATE: \_\_\_\_\_

## SCHEDULE A

a) Schedule A shall include the following documents which are attached and incorporated into this Agreement:

1. The County RFP-OFA01-15 for Expanded In-Home Services for the Elderly (EISEP) and Community Services for the Elderly (CSE) dated March 2, 2015;
2. Addendum A to the County's RFP-OFA01-15 for Expanded In-Home Services for the Elderly (EISEP) and Community Services for the Elderly (CSE) dated March 11, 2015;
3. Vendor's proposal, dated March 18, 2015 entitled Expanded In-Home Services for the Elderly (EISEP) and Community Services for the Elderly (CSE); and

b) Nothing contained in the Vendor's Proposal shall constitute a waiver to any other requirement of the Agreement or the RFP. In the event of any conflict or inconsistency between the Agreement itself and any other requirement in the attachments listed above, the conflict shall be resolved by giving precedence to the documents listed in the order above, with the earlier listed controlling over the latter, however, the most recent version of the Agreement as may be amended, by Addendum and/or any Change Orders, executed by both parties, will be ultimately controlling.

SCHEDULE B

FEES AND EXPENSES

This Schedule B shall include and incorporate the Vendor's Budget set forth in the Vendor's Proposal, a copy of which is attached hereto.

SERVICE	UNITS	REIMBURSEMENT RATE	TOTAL
Transportation	3480 (per one way trip per person)	\$10.50	\$36,540

It is understood and agreed that the sources of the Contract Total of \$36,540 shall be as follows:

\$24,759 to be reimbursed in accordance with Community Services for the Elderly Program

\$ 2,100 to be contributed by those elderly persons served

\$9,681 to be contributed by the Town of Newburgh

Note: The Vendor acknowledges and agrees that the Composite Percentage of 22.5% set forth on page 3 of the Vendor's Budget for Budget Category No. 2 – Fringe Benefits is incorrect. The correct Composite Percentage based upon the Personnel salaries set forth on page 2 of the Vendor's Budget charged to the CSE Program is 5.24%. The Vendor further acknowledges and agrees that the amount of \$473.00 set forth on page 4 of the Vendor's Budget for Budget Category No. 8 – Printing and Supplies is incorrect. The correct amount for this Category is \$500.00 as reflected on page 1 of the Vendor's Budget.

RFP TITLE: EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP)  
AND COMMUNITY SERVICES FOR THE ELDERLY (CSE)

RFP-OFA01-15

PROPOSAL FORM COVER SHEET

Name of Entity: Town of Newburgh Recreation Department

Address: 311 Route 32

City/State: Newburgh, NY

Zip Code: 12550

Name of Contact Person: Robert J. Petrillo

Telephone Number: 845-564-2429

E-Mail: commissioner@townofnewburgh.org

Type of Program (service Category(ies)): CSE – Senior Van Transportation

Proposed Program Period: 04/01/15 – 03/31/16

Federal ID Tax Number: 14-6002330

Type of Applicant (check all that apply):

Public Agency

Private, For Profit

Private, Not-For-Profit

Other (specify): \_\_\_\_\_

Does this business have a minority, women's, disadvantaged, or small business status? Yes No  
If yes, please list the designation(s) and the certifying entity(ties) \_\_\_\_\_

Please mark geographic area(s) to be served:

The County reserves the right to negotiation covered areas with all Offerors.

BLOOMING GROVE (TN)  
 CHESTER (TN)  
 CHESTER (VLG)  
 CORNWALL (TN)  
 CORNWALL-ON-HUDSON (VLG)  
 CRAWFORD (TN)  
 DEERPARK (TN)  
 FLORIDA (VLG)  
 GOSHEN (TN)  
 GOSHEN (VLG)  
 GREENVILLE (TN)  
 GREENWOOD LAKE (VLG)  
 HAMPTONBURGH (TN)  
 HARRIMAN (VLG)

HIGHLANDS (TN)  
 HIGHLAND FALLS (VLG)  
 KIRYAS JOEL (VLG)  
 MAYBROOK (VLG)  
 MIDDLETOWN (CITY)  
 MINISINK (TN)  
 MONROE (TN)  
 MONROE (VLG)  
 MONTGOMERY (TN)  
 MONTGOMERY (VLG)  
 MOUNT HOPE (TN)  
 NEW WINDSOR (TN)  
 NEWBURGH (CITY)  
 NEWBURGH (TN)

OTISVILLE (VLG)  
 PORT JERVIS (CITY)  
 SO. BLOOMING GROVE (VLG)  
 TUXEDO (TN)  
 TUXEDO PARK (VLG)  
 UNIONVILLE (VLG)  
 WALDEN (VLG)  
 WALKKILL (TN)  
 WARWICK (TN)  
 WARWICK (VLG)  
 WASHINGTONVILLE (VLG)  
 WAWAYANDA (TN)  
 WOODBURY (TN)  
 WOODBURY (VLG)

**SUBMISSION OF PROPOSALS**

**A. Introduction**

1. Provide in narrative form a brief but descriptive background of Offeror including the services it provides and its qualifications to perform the service(s) described in the Specifications.

The Town of Newburgh Recreation Department provides park and recreation services including transportation programs for children, youth, adults and the elderly. The Department offers exercise classes and social groups at the Recreation Center for our senior residents. The Office for the Aging assists in funding the transportation of the seniors to these programs as well as to other events throughout the Town.

2. Identify those services currently available to the elderly provided by the Offeror.

Services for the elderly include, exercise classes, line dancing, crafts, yoga, bridge, tap dancing, sewing, social groups (including Golden Age), driving classes (AARP), health screenings, TOPS and various support groups.

3. When was Offeror's firm/organization established? (month and year) July 1975

4. When was Offeror's firm/organization last audited? 05/14/14 Period covered: 1/01/13-12/31/13

5. Provide an organization chart showing all functional units of Offeror.

See attachment.

6. Identify which unit(s)/person(s) will conduct activities under this proposal by marking with an asterisk on the organizational chart or identify each unit/person(s).

See attachment.

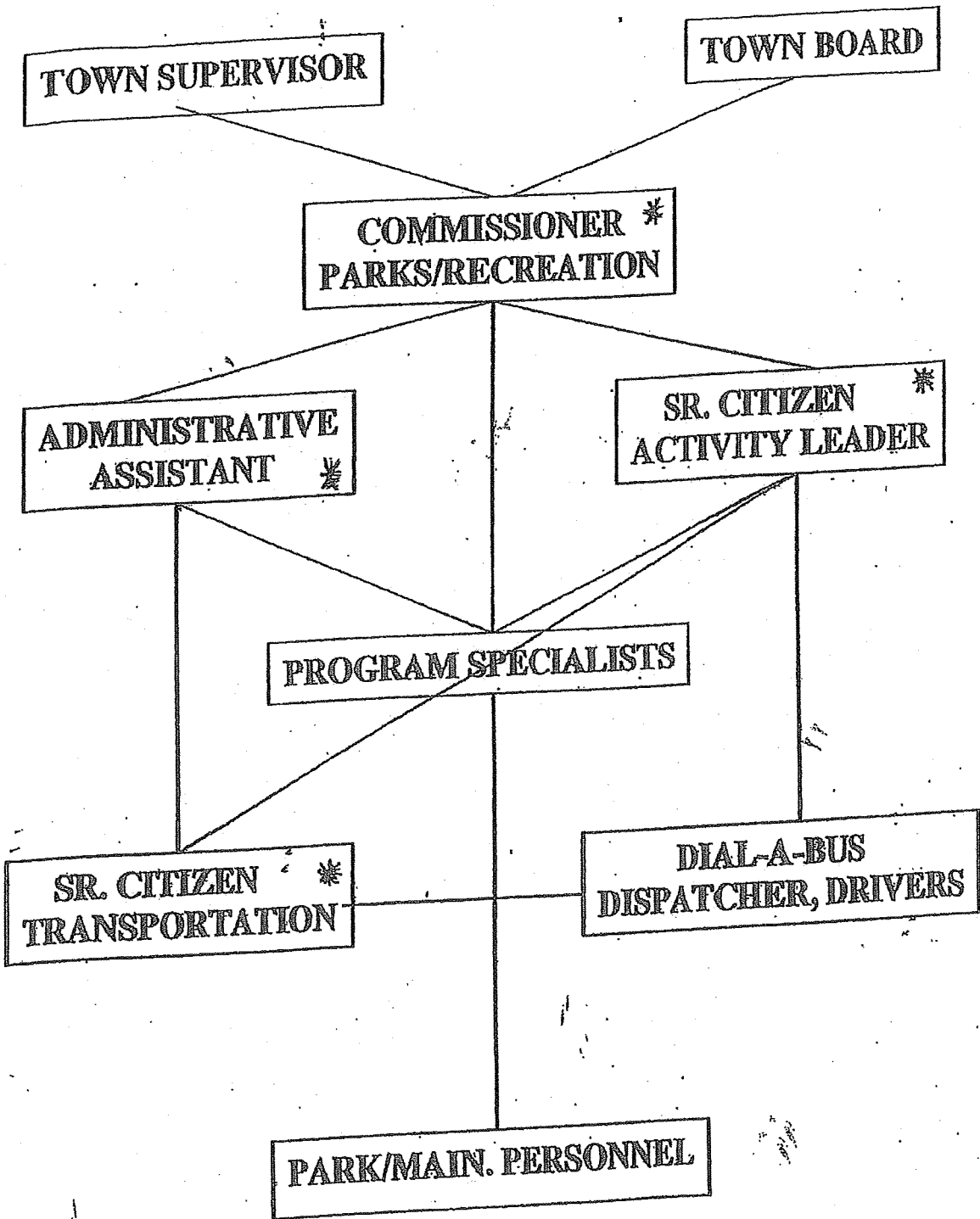
**B. Problem Statement/Need(s) Assessment**

1. Detail Offeror's reason(s) for submitting this application. For each proposed service, explain what problem(s) will be addressed and on whose behalf, and how the applicant organization came to realize the problem(s) exist(s).

The Town of Newburgh is requesting funding assistance for its senior van transportation program. This program allows our senior residents to maintain their independence and continue to be a vital part of the community. By providing transportation for the seniors they can function independently in their own homes, in their own community.

2. Indicate whether this is a new project? If "YES," describe the major steps necessary to get this project fully operational and include a brief timetable, including the projected start-up date (no later than April 1, 2015).

No, this is not a new project.





- 3 Indicate whether services will be provided in handicapped accessible facilities/vehicles. If "YES" please indicate which facilities/vehicles have ramps, hydraulic lifts, special fixtures or other accessibility features. If "NO" how does Offeror intend to service the handicapped elderly (i.e. special assistance or services)?

The vehicle identified for this program is not handicapped accessible. However, the department does have other vehicles that are available to provide transportation for the handicapped.

**C. Program Objectives**

1. List each proposed service. Describe the problem-related outcomes (goals/end results) Offeror organization proposes to achieve as the result of providing each service in this application. Include how this project will work with other similar or related programs within the County to fill service gaps for the elderly.

The Town of Newburgh transportation program enables the seniors to maintain the dignity of an independent and vital lifestyle and allows the elderly to remain in their own homes and community. It also provides the broadest possible access to socialization, volunteer and community services and opportunities. The intended outcome is to enhance the quality of life, self-esteem and sense of community involvement for all Town Senior Citizens. The van transportation program will make it possible for the Town elderly to use services provided by the Orange County Health Department, Town of Newburgh Ambulance Corps., Orange County Office for the Aging, Town of Newburgh Optimists and Lions Clubs, Town Fire Companies, St. Luke's Cornwall Hospital, Elant Health Screening and Town of Newburgh PBA.

2. Describe the geographic area to be served by the project, including any service limitations, if applicable (services areas by municipality must also be indicated on the Proposal Form).

The 47 square miles comprising the Town of Newburgh which is located in the northeast corner of Orange County.

3. Identify the specific days of the week and specific hours per day each service will be available.

The van provides transportation from 8:30 a.m. to 4:00 p.m. Monday thru Friday. The van is also used for special events or trips that necessitate its use.

4. Describe the function and composition of any committees (policy, advisory or ad hoc) which will be connected with this project.

Any policy or program decisions made for this project are forwarded by the Commissioner of Parks, Recreation & Conservation to the Town Board for approval.

D. Methods

1. List the methods (e.g. steps/strategies/activities/ procedures) Offeror will use to achieve each of the program objectives outlined above.

Continue to provide transportation for the senior residents to programs, activities and functions town-wide.

2. What special activities does Offeror propose to serve low-income minority elderly?

The Town of Newburgh Recreation Department sponsors programs and events at no charge to all senior residents throughout the year.

E. Self-Evaluation

Describe Offeror's plan for determining the degree to which the planned objectives are met and the proposed methods are followed.

Our programs are reviewed annually and each year the Town of Newburgh has seen an increase in ridership and senior activities.

F. Future and Other Necessary Funding

1. Describe the amount and source of the funds (in-kind and/or cash) used to match the funds being requested from OCOFA. Identify with an asterisk (\*) those funds already secured.

Town of Newburgh annual budget process.\*

2. Describe Offeror's plan for continuing the proposed program/project beyond the funding period outlined by OCOFA.

All the senior programs and transportation services are provided for by the Town of Newburgh's annual budget process.

3. Persons served through this proposal must be given the opportunity to donate towards the services they receive. What methods will the agency use to notify the proposed program recipients of this opportunity?

A notice advising of the option to make a donation towards the service is posted in the vehicle(s) and a locked metal donation box is placed on the van and is made available to the riders.

**RFP TITLE: EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP)  
AND COMMUNITY SERVICES FOR THE ELDERLY (CSE)**

**RFP-OFA01-15**

4. Indicate whether there will there be a voluntary contribution schedule. If so, indicate proposed amounts and the proposed method of informing clients of the opportunity for voluntary contribution.

YES  X  NO \_\_\_\_\_

If yes, indicate the proposed amount:  \$0.75

5. Contributions, if any, must not be tracked to the individual making the contribution. How will this confidentiality be assured?

Donations are placed in a locked metal box by the rider. Money reported at the end of the service day is submitted in a lump sum. No indication is made to the individuals.

G. Staffing Plan

Exhibit G

STAFFING PLAN CHART

COMPLETE THIS CHART FOR THE PROPOSED PROJECT

Identify Each Position By Title	# hours per week for this program	Please put an X if Staff Member is: **										If New, Date Position To Be Filled	
		Sex		Age		AI/ AN	AS	B/ AA	NH /PI	H/L	W		D/F
		M	F	Under 60	60 +								
Administrative Assistant	1		X	X							X		
Acting Senior Citizen Activities Leader	1.5		X	X							X		
Recreation Aide	3.5		X	X							X		
Chauffeur #1	8		X	X							X		
Chauffeur #2	14	X			X						X		

\*\*M=Male    F=Female    AI/AN=American Indian/Alaskan Native Americans    AS=Asian  
 B/AA=Black/African-American    NH/PI=Native Hawaiian/Other Pacific Islander    H/L=Hispanic/Latino  
 W=White    D/F=Disabled/Frail

Exhibit H

Job Descriptions and Minimum Qualifications

LIST COMPLETE JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS FOR EACH POSITION INVOLVED  
IN THE PROPOSED PROGRAM (use additional pages as necessary)

Job Title: Administrative Assistant

Annual Salary: \$37,024 Hourly Salary: \$17.80

Minimum Qualifications:

See attached job description.

Job Description:

COUNTY OF ORANGE  
MUNICIPAL/SCHOOL  
JOB CLASSIFICATION SPECIFICATION

CLASS TITLE: ADMINISTRATIVE ASSISTANT

TITLE #: 1015

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves secretarial and routine office management functions with considerable leeway allowed for the exercise of independent judgement as the situation demands. The work may involve the leading and directing of a subordinate office staff. Duties are carried out in accordance with established policies and procedures. This class differs from that of other clerical staff by virtue of the increased level of administrative secretarial duties. Work is performed under general supervision. Does related work as required.

**TYPICAL WORK ACTIVITIES:**

Reads incoming mail, including faxes and e-mails, and distributes to the appropriate person or organizational unit maintaining confidentiality of the department to which assigned;

Performs day-to-day administrative tasks such as maintaining information files and processing paperwork;

Uses computer operations such as spreadsheets, word processing, calendar or e-mail in performing work activities;

Prepares agendas and makes arrangements for committee, board, or other meetings;

Schedules events, programs, activities, as well as the work of others;

Attends to the operation of the administrative office, including budget preparation, billing and other fiscal matters;

Maintains employee personnel files, including control over content and confidentiality;

Responsible for various statistical and financial reports as required;

Furnishes routine information either in person, or via telephone;

May assign and review work of subordinate employees and instruct new employees in the specialized work of the department;

May supply information to employees regarding conditions of employment such as benefits, retirement, or other payroll and personnel related matters;

May administer programs of the department.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Good knowledge of modern office management practices, procedures and equipment; ability to readily acquire familiarity with the law, regulations, policies, practices, functions, and the personnel of the unit to which assigned; ingenuity and resourcefulness in handling routine administrative problems; ability to lead and direct the work of others; computer literacy involving standard word processing and spreadsheet software; ability to keyboard at the rate of 35 words per minute; tact and courtesy; good judgement; ability to communicate clearly, both orally and in writing; thoroughness and dependability; physical condition commensurate with the demands of the position.

---

**MINIMUM QUALIFICATIONS:** Either:

- (A) Completion of 60 credits at a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees and two (2) years of clerical experience; or
- (B) Graduation from high school or possession of a high school equivalency diploma and four (4) years of clerical experience; or
- (C) An equivalent combination of training and experience as defined by the limits of (A) and (B) above.

**NOTE:** Keyboarding proficiency will be evaluated during the probationary period.

**JURISDICTIONAL CLASSIFICATION:** Competitive

Exhibit H

Job Descriptions and Minimum Qualifications

LIST COMPLETE JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS FOR EACH POSITION INVOLVED  
IN THE PROPOSED PROGRAM (use additional pages as necessary)

Job Title: Acting Senior Activities Leader

Annual Salary: \$30,630 Hourly Salary: \$16.83

Minimum Qualifications:

See attached job description.

Job Description:



COUNTY OF ORANGE  
MUNICIPAL/SCHOOL  
JOB CLASSIFICATION SPECIFICATION

CLASS TITLE: Senior Citizens Activity Leader

TITLE #: 1586

**DISTINGUISHING FEATURES OF THE CLASS:** This work involves responsibility for planning, organizing and coordinating recreational and social activities for senior citizens within a municipality. This class differs from that of other recreation titles in that it involves **planning and coordination** of activities for a specific population group. The work is carried out under the general direction of a senior official and/or municipal board. Direct supervision is exercised over recreation specialists and/or volunteer workers. Does related work as required.

**TYPICAL WORK ACTIVITIES:**

Plans, organizes and supervises programs and activities designed to meet the recreation and social needs of older adults;

Plans, and directs a variety of special programs such as community projects, lectures, arts and crafts, musical and social events;

Recruits, trains and supervises recreation personnel and volunteers for the various programs;

Assists in preparation of budget for senior citizen programs and activities;

Recommends supply and equipment needs in support of all senior citizen activities and programs;

Prepares and provides informational releases and/or newsletters on the various programs and activities to the general public, local media and makes public appearances;

Provides literature and answers inquiries regarding outside events and services provided by local business organizations and municipalities;

Makes referrals to outside agencies and/or organizations regarding work placement, health, exercise, nutrition, medical and dental care, housing etc.;

Maintains records and prepares necessary reports related to senior citizen activity programs;

May obtain bids from vendors and purchase office supplies;

May prepare accounts receivable and payable ledgers and handle petty cash;

May prepare departmental payroll, handle program registrations and cash receipts;

May operator a computer and perform incidental typing;

May be required to attend First Aid/CPR training.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Good knowledge of recreation program theory and practices as applied to senior citizens; good knowledge of the problems of retirement and related constructive use of leisure time; good knowledge of the health and welfare needs of older persons; working knowledge of social group work; working knowledge of community activities and facilities; ability to plan, organize and promote activities for senior citizens; ability to maintain records and prepare reports; ability to deal with people under stress; ability to express ideas clearly and effectively; initiative; resourcefulness; patience; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** Either:

- (A) Graduation from a regionally accredited or New York State approved college or university with an Associates degree; OR
- (B) Graduation from high school or possession of a high school equivalency diploma and two (2) years of experience conducting recreation activities or programs OR in a human service agency involving the direction of staff.

**JURISDICTIONAL CLASS:** Competitive when full-time, Non-Competitive when part-time

ADOPTED: 1/25/83  
REVISED: 2/27/92  
REVISED: 7/2/97 kmg  
REVISED 10/16/03 AG  
REVISED: 06/03/04 AG

Exhibit H

Job Descriptions and Minimum Qualifications

LIST COMPLETE JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS FOR EACH POSITION INVOLVED  
IN THE PROPOSED PROGRAM (use additional pages as necessary)

Job Title: Recreation Aide

Annual Salary: \$28,028 Hourly Salary: \$15.40

Minimum Qualifications:

See attached job description.

Job Description:

COUNTY OF ORANGE  
MUNICIPAL/SCHOOL  
JOB CLASSIFICATION SPECIFICATION

CLASS TITLE: RECREATION AIDE

TITLE #: 1520

**DISTINGUISHING FEATURES OF THE CLASS:** This is entry-level recreation work involving responsibility for assisting in a variety of recreational activities and caring for facilities and equipment while in use. Work is performed in accordance with specific instructions and under the direct supervision of a higher-level recreation employee. Does related work as required.

**TYPICAL WORK ACTIVITIES:**

Assists in conducting programs or activities at a recreation center or other facility or location designated as a recreation area;

Assists in conducting socials, tournaments, games, dances and other special events;

Assists the referee or other officials at athletic events;

Chaperon trips and other group activities away from recreation centers;

Instructs younger participants in games and maintains order during these activities;

Keeps records of attendance, activities, equipment, etc;

Issues equipment, notes any defects and ensures repair of same;

Lock and unlocks doors and gates, issues membership cards, collects tickets and admission charges, distributes refreshments;

May maintain and prepare courts, fields, facilities and equipment;

May repair and paint equipment.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Working knowledge of the rules and regulations of several sports and games; ability to give simple instructions; ability to follow oral and written directions; ability to establish and maintain good working relationships with supervisors and participants; ability to stimulate and hold the interest of participants; dependability; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** None

Jurisdictional Classification: Non-Competitive

02/14/05

Exhibit H

Job Descriptions and Minimum Qualifications

LIST COMPLETE JOB DESCRIPTIONS AND MINIMUM QUALIFICATIONS FOR EACH POSITION INVOLVED  
IN THE PROPOSED PROGRAM (use additional pages as necessary)

Job Title: Chauffeur (2 positions)

Annual Salary: (1) \$14,331 (2) \$14,331 Hourly Salary: (1) \$13.78 (2) \$13.78

Minimum Qualifications:

See attached job description.

Job Description:

**COUNTY OF ORANGE  
MUNICIPAL/SCHOOL  
JOB CLASSIFICATION SPECIFICATION**

**CLASS TITLE:** Chauffeur

**TITLE #:** 1123

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for the safe and economical operation of a light motor vehicle in transporting passengers and/or materials for a municipal Recreation Program. In addition an employee in this class is expected to perform routine service tasks on the vehicle. General supervision is received from a higher level employee with some latitude to exercise independent judgment in routine matters. Does related work as required.

**TYPICAL WORK ACTIVITIES:**

- Operates a passenger car, station wagon or van transporting program participants;
- Picks up and delivers mail, supplies and/or materials;
- Attends to errands requiring use of vehicle;
- Checks operating condition of vehicle before starting on a trip; reports any mechanical defect to superior;
- Checks oil, cleans and gases vehicle on a timely basis;
- Keeps records on mileage, number of passengers, destination and vehicle maintenance;
- May be assigned grounds maintenance tasks;
- May be assigned to building service tasks.

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Good knowledge of the operation of light motor vehicles; good knowledge of driving safety practices and traffic laws and regulations; working knowledge of Orange County geography and roads; ability to operate light automotive equipment under all driving and road conditions; ability to make minor repairs to the vehicle; ability to understand and follow simple oral and written directions; ability to get along well with people and command their respect; mechanical aptitude; mental alertness; dependability; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** None are required.

**SPECIAL REQUIREMENTS:** Possession of a valid Driver's License in a class determined appropriate by the appointing authority.

**JURISDICTIONAL CLASS:** Non-Competitive

**ADOPTED:** UNKNOWN

**REVISED:** 12/31/80

**REVISED FOR MUNICIPALITIES:** 11/28/84

**REVISED:** 02/14/01 kmg

**REVISED:** 01/10/05 ag

H. Other Requirements (if applicable)

1. Does the Offeror have the authority to conduct the programs and services described in the RFP? If yes, what is the basis of such authority.
2. Is the Offeror required by law to be licensed? If yes, a copy of the license, including its expiration date, must accompany the proposal.
3. Does the Offeror have any contractual agreements with the Orange County Department of Social Services?
4. If the Offeror has contractual agreements with the Orange County Department of Social Services, identify service(s) provided under contract(s) and the negotiated hourly reimbursement rate(s).
5. Specify any experiences in providing in-home services to senior citizens. What knowledge or experience does Offeror have in this area?
6. Identify by Name, Title, and Offeror office location and the person responsible for: Supervision of in-home workers, Client billings, Client record keeping and Vouchering.
7. Specify procedures for proving back-up in-home services when the usual worker is not available. Attach a copy of written back-up worker policy.
8. Specify procedures to be followed by in-home workers and other staff in case of an emergency. Attach a copy of written emergency procedures.
9. Describe plans to attract and retain competent staff. Indicate how Offeror will comply with Equal Employment Opportunity regulations.
10. Describe selection criteria for, and qualifications of, the workers delivering the service(s). If applying for both Personal Care Level I (housekeeping/chore) and Personal Care Level II (homemaking/personal care), describe separately.
11. Using the listing of tasks (refer to Exhibit A Standard Definitions of Service) to be performed by the Personal Care Level I (housekeeping/chore) and Personal Care Level II (homemaking/personal care) worker as a guide, identify any tasks at which your agency will be **unable** to provide.
12. Describe the qualifications of Supervisory personnel.
13. Describe plans for supervision of in-home workers. Include in this description the days and hours supervision will be available.
14. Describe the Offeror's plan to provide pre-employment, in-service and on-going training of in-home workers
15. Identify the cost/hour of the in-home service for which the Offeror will be billing the Office for the Aging. Identify the components of the cost of the in-home service. For example, does the unit cost include supervision time, travel reimbursement for workers, fringe benefits, etc.
16. Does the Offeror have sufficient "cash flow" to provide start-up funds at the initial stage of the program?

**RFP TITLE: EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP)  
AND COMMUNITY SERVICES FOR THE ELDERLY (CSE)**

**RFP-OFA01-15**

**SECTION 1:**

Please estimate total number of unduplicated elderly aged 60+ to be served: 50

- |                          |           |             |           |
|--------------------------|-----------|-------------|-----------|
| a. # age 60+             | <u>50</u> | h. # AI/AN* | <u>0</u>  |
| b. # low income          | <u>12</u> | i. # AS*    | <u>2</u>  |
| c. # low income minority | <u>12</u> | j. # B/AA*  | <u>8</u>  |
| d. # disabled/frail      | <u>20</u> | k. # NH/PI* | <u>0</u>  |
| e. # age 75 -84          | <u>25</u> | l. # H/L*   | <u>12</u> |
| f. # 85+                 | <u>20</u> | m. #W*      | <u>28</u> |
| g. # lives alone         | <u>20</u> |             |           |
- TOTAL UNDUPLICATED: 50**  
(Total of h. through m.; MUST equal a.)

**SECTION 2:**

**ALL CALCULATIONS MUST BE ROUNDED TO THE NEXT WHOLE NUMBER AND/OR DOLLAR.**

(1) SERVICE	(2) UNITS OF SERVICE	(3) UNIT COST	(4) TOTAL COST	(5) UNDUPLICATED ELDERLY SERVED
Van Transportation	3,480	10.50	\$36,540	50

TOTAL APPLICATION COST: \$36,540.00  
(Must match TOTAL BUDGET)



**SECTION 4:** THIS SECTION IS TO BE COMPLETED BY VENDORS APPLYING FOR COMMUNITY SERVICES FOR THE ELDERLY FUNDING See Exhibit J for a brief description of Allowable Costs.

**VENDOR BUDGET**

**ALL CALCULATIONS MUST BE ROUNDED TO THE NEXT WHOLE NUMBER AND/OR DOLLAR.**

CONTRACT PERIOD: From: April 1, 2015 To: March 31, 2016

BUDGET CATEGORY	A. TOTAL BUDGET
1. Personnel	\$ 23,360.00
2. Fringe Benefits	\$ 1,225.00
3. Consultants	\$ 0.00
4. Equipment	\$ 1,740.00
5. Travel	\$ 5,100.00
6. Rent	\$ 490.00
7. Communications	\$ 480.00
8. Printing & Supplies	\$ 500.00
9. Other Expenses	\$ 3,645.00
10. Subcontracts	\$ 0.00
11. TOTAL BUDGET (lines 1-10)	\$ 36,540.00
12. Less Anticipated Income	\$ 2,100.00
13. NET TOTAL (line 11 minus line 12)	\$ 34,440.00
14. Area Agency Funds	\$ 24,759.00
15. Subcontractor Funds	\$ 9,681.00

RFP TITLE: EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP)  
 AND COMMUNITY SERVICES FOR THE ELDERLY (CSE)

RFP-OFA01-15

I. Personnel	Annual Salary	CSE		OTHER SOURCES		TOTAL	
		%	Amount	%	Amount	%	Amount
Name <u>Donna Burgess</u> Title <u>Admin. Assistant</u> Location <u>Newburgh</u>	\$37,024	3	\$ 1,111				
Name <u>Patricia Gida</u> Title <u>Acting Sr. Activities Leader</u> Location <u>Newburgh</u>	\$30,630	5	\$ 1,532				
Name <u>Beth Yano</u> Title <u>Chauffer</u> Location <u>Newburgh</u>	\$14,331	50	\$ 7,166				
Name <u>Robert VanVoorhis</u> Title <u>Chauffer</u> Location <u>Newburgh</u>	\$14,331	75	\$10,748				
Name <u>Amanda Weidkam</u> Title <u>Recreation Aide</u> Location <u>Newburgh</u>	\$28,028	10	\$ 2,803				
Name _____ Title _____ Location _____							
Name _____ Title _____ Location _____							
Name _____ Title _____ Location _____							

**RFP TITLE: EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP)  
AND COMMUNITY SERVICES FOR THE ELDERLY (CSE)**

RFP-OFA01-15

<b>2. Fringe Benefits:</b>				
Composite Percentage <u>22.5</u> <u>5.24</u> % TOTAL <u>27.7</u>				\$ 1,225.00
<b>3. Consultants:</b>				
Consultant (Last Name & Title for Each Entry)	Type of Service	Unit Cost (Rate/Hr)	# OF UNITS (Hours/Sessions)	Amount
N -----				
T -----				\$
N -----				
T -----				\$
TOTAL				\$0.00
<b>4. Equipment: List only equipment having a unit cost of \$1,000 or more. For all equipment rentals attach a copy of agreement.</b>				
Item and Description	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to program
Base Station	1	--	\$780	\$ 780.00
Vehicle Radios	2	--	\$960	\$ 960.00
TOTAL				\$1,740.00
<b>5. Travel: (Staff, Volunteers, Advisory Committee)*</b>				
Mileage _____ miles @ _____ cents per mile		\$ _____		
Lodging and meals @ _____ per diem		\$ _____		
Public Transportation		\$ _____		
Gasoline and Oil		\$ <u>5,100.00</u>		
Other Travel Costs (Specify)		\$ _____		
_____		\$ _____		
_____		\$ _____		
TOTAL			\$ 5,100.00	

RFP TITLE: EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP)  
AND COMMUNITY SERVICES FOR THE ELDERLY (CSE)

RFP-OFA01-15

6. Rent:		
1) Address <u>311 Rte. 32, Newburgh, NY 12550</u> Owner <u>Town of Newburgh</u> Square Footage <u>245</u> @ \$ <u>4.00</u> /sq. ft. Check if In-Kind ( <input checked="" type="checkbox"/> ) Monthly Rental \$ _____ x 12 = \$ _____ Utilities \$ _____ Janitorial Service \$ _____ Maintenance-in-lieu of rent \$ _____		
2) Address _____ Owner _____ Square Footage _____ @ \$ _____ /sq. ft. Check if In-Kind ( <input type="checkbox"/> ) Monthly Rental \$ _____ x 12 = \$ _____ Utilities \$ _____ Janitorial Service \$ _____ Maintenance-in-lieu of rent \$ _____		
Use extra sheets if there are more than 2 rental properties – complete same information TOTAL		\$ 490.00
7. Communications:		
Telephone: Briefly describe telephone equipment (own/rent) and service and payment method (direct monthly charges from telephone company or chargeback by sponsor, plus toll calls).		
Telephone: \$ <u>480.00</u>		
Postage: \$ _____		
TOTAL		\$ 480.00
8. Printing & Supplies:		
Printing: Description of Item	Amount	
<u>Copies and Fliers</u>	<u>\$ 473.00 500.00</u>	
Supplies: Office, Program, Janitorial \$ _____		
TOTAL		\$ 473.00 500.00
9. Other Expenses: (List specific items and cost)		
Insurance \$ _____		
Bonding \$ _____		
Equipment Maintenance & Repair \$ _____		
Vehicle Maintenance and Repair \$ <u>3,645</u>		
Membership/Subscription \$ _____		
Data Processing \$ _____		
Photocopy \$ _____		
Conference/Seminar/Training \$ _____		
Audits \$ _____		
Minor Renovations/Alterations \$ _____		
Other _____ \$ _____		
TOTAL		\$3,645.00

00  
LL

**RFP TITLE: EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP)  
AND COMMUNITY SERVICES FOR THE ELDERLY (CSE)**

**RFP-OFA01-15**

<b>10. Subcontracts: List each contract and cost.</b>		
Subcontractor	Cost	
<b>Total Number of Subcontracts:</b>	<b>TOTAL</b>	<b>\$ 0.00</b>
<b>11.</b>	<b>Total Budget</b>	<b>\$ 36,540.00</b>
<b>12. Less Contributions/Anticipated Income</b>	<b>TOTAL</b>	<b>-\$ 2,100.00</b>
<b>13.</b>	<b>Net Total</b>	<b>\$ 34,440.00</b>
<b>14. Area Agency Funds (OCOFA)</b>	<b>TOTAL</b>	<b>\$ 24,759.00</b>
<b>15. Subcontractor Funds:</b>		
Source	Amount	Check if In-Kind
Town of Newburgh	\$ 9,681.00	
	\$	
	\$	
<b>TOTAL</b>		<b>\$ 9,681.00</b>

**RFP TITLE: EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP)  
AND COMMUNITY SERVICES FOR THE ELDERLY (CSE)**

**RFP-OFA01-15**

The undersigned proposes to furnish and deliver the services described in RFP-OFA01-15 TITLE EXPANDED IN-HOME SERVICES FOR THE ELDERLY (EISEP) AND COMMUNITY SERVICES FOR THE ELDERLY (CSE) and the responding proposal to the County of Orange, at the prices stated within the proposal submitted. The individual submitting this proposal on behalf of his or her firm, certifies by his or her signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period.
- he or she has read and understood the full Request for Proposal cited above
- he or she is duly authorized to submit the proposal on behalf of the business entity noted above.

By: 

Date: March 18, 2015

Gil Piaquadio  
NAME

Supervisor  
TITLE

ADDENDA CONFIRMATION (Use this section only when an addendum/addenda were received for this RFP.)

Addendum # A - Received March 11, 2015 Initialed by person signing above \_\_\_\_\_

Addendum #     - Received \_\_\_\_\_, 20    Initialed by person signing above \_\_\_\_\_

Addendum #     - Received \_\_\_\_\_, 20    Initialed by person signing above \_\_\_\_\_

70



# TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

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

May 28, 2015

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Stage Request

We are submitting for your approval the attached letter from the American Cancer Society requesting the use of the mobile stage for their Relay For Life event to be held at Cronomer Park on May 30-31.

Please note the Recreation Department will be responsible for deliver and pick up of the stage to and from Cronomer Park. Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner



AMERICAN CANCER SOCIETY RELAY FOR LIFE

Celebrate.

Remember.

Fight Back.

Relay For Life 2015

Town of Newburgh  
Newburgh, NY

Dear Friends:

On May 30-31, 2015 the American Cancer Society will host it's Annual Relay For Life Event to be held at Cronomer Hill Park in Newburgh NY. Relay For Life is a fun filled family event dedicated to honoring Cancer Survivors and Caregivers, and remembering those who lost their battle. Relay For Life creates awareness and raises needed funds utilized by the American Cancer Society to help folks Get Well, Stay Well, Find Cures and Fight Back against cancer through their programs of Research, Education, Advocacy and Services to Cancer Patients and their families.

We would like to ask for your support through the donation of a stage that we would use to support our event. If you have any questions regarding this request, please contact Veronica Ingram-Henry, Community Manager with Relay For Life at the American Cancer Society 1-845-440-2522.

Please consider our request, and help in the fight against cancer. Together we will create a world with more Birthdays!

Sincerely,

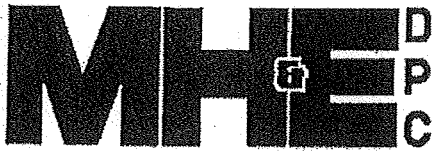
*Veronica Ingram-Henry*

Veronica Ingram-Henry  
Community Manager, Relay For Life

American Cancer Society  
121 Executive Drive , New Windsor, NY 12553  
veroicaingramt@cancer.org ♦ 845-440-2522 ♦ Fax 845-567-4393  
www.cancer.org ♦ 1-800-227-2345







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

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

8  
Main Office  
33 Airport Center Drive  
Suite 202  
New Windsor, New York 12553

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

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

30 April 2015

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

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

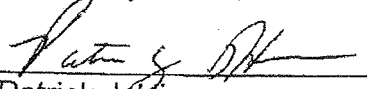
**SUBJECT: GOLDEN VISTA AMENDED SITE PLAN STORM WATER SECURITY  
COST ESTIMATE**

Dear Jim:

This office has received a cost estimate last revised 29 April 2015 for the subject project. The cost estimate was revised pursuant to our 28 April 2015 comments. Based on the review of the revised cost estimate, this office takes no exception to the Town Board accepting security in the amount of \$467,532.75. In addition to the storm water security and inspection escrow in the amount of \$4,000.00 based on town code should be established per Town of Newburgh requirements.

Please feel free to contact the undersigned should you have any questions, comments or require any additional information regarding this matter.

Very Truly Yours,

  
Patrick J. Hines  
Principal



**SITE DEVELOPMENT CONSULTANTS**

Project: Golden Vista  
 Location: Town of Newburgh, NY  
 Type of Estimate: Stormwater Cost Estimate

- Site Planning
- Civil Engineering
- Landscape Architecture
- Land Surveying
- Transportation Engineering
- Environmental Studies
- Permitting
- Construction Services

Job No.: 15024  
 Date: 4/22/2015  
 Revised Date: 4/29/2015  
 Cmp'd: DC  
 Chk'd:

Drawing Reference:  
 Dwg. SP-5 "Utilities Plan", Rev. 2, dated 04/21/2015

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
1.00	STORMWATER					
1.01	CATCH BASIN	21	EA	\$3,600.00	\$75,600.00	
1.02	STORMWATER MANHOLE	1	EA	\$4,000.00	\$4,000.00	
1.03	OUTLET CONTROL STRUCTURE	1	EA	\$10,000.00	\$10,000.00	
1.04	STORMWATER UNDERDRAIN (6")	896	LF	\$28.00	\$19,488.00	
1.05	STORMWATER PIPE (HDPE-12")	661	LF	\$55.00	\$36,355.00	
1.06	STORMWATER PIPE (HDPE-15")	1,117	LF	\$68.00	\$75,956.00	
1.07	STORMWATER PIPE (HDPE-24")	488	LF	\$75.00	\$36,600.00	
1.08	CONCRETE HEADWALL	9	EA	\$3,000.00	\$27,000.00	
1.09	RIP RAP DRAINAGE CHANNEL	767	CY	\$52.00	\$39,884.00	
						\$324,883.00
2.00	STORMWATER MANAGEMENT					
2.01	BIORETENTION	ALLOW		\$30,000.00	\$30,000.00	
2.02	STORMWATER EXTENDED DETENTION BASIN	ALLOW		\$40,000.00	\$40,000.00	
						\$70,000.00
3.00	EROSION CONTROL					
3.01	SEDIMENT & EROSION CONTROL MEASURES	ALLOW		\$30,000.00	\$30,000.00	
3.02	DISTURBANCE	3	ACRE	\$3,600.00	\$8,750.00	
						\$38,750.00
4.00	STORMWATER MANAGEMENT AREA & RESTORATION / STABILIZATION PLANTINGS					
4.01	ACER RUBRUM 'OCTOBER GLORY' / RED MAPLE (3'-3 1/2" CAL.)	10	EA	\$375.00	\$3,750.00	
4.02	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY (7'-8' HT.)	18	EA	\$300.00	\$5,400.00	
4.03	QUERCUS PALUSTRIS / PIN OAK (3'-3 1/2" CAL.)	6	EA	\$375.00	\$3,000.00	
4.04	MYRICA PENNSYLVANICA / NORTHERN BAYBERRY (3'-4' HT.)	71	EA	\$75.00	\$5,325.00	
4.05	RHODODENDRON VISCOSUM / SWAMP AZALEA (2'-3' HT.)	75	EA	\$50.00	\$3,750.00	
4.06	VIBURNUM DENTATUM 'ARROWWOOD' / ARROWWOOD VIBURNUM (4'-5' HT.)	48	EA	\$50.00	\$2,400.00	
	DEER RESISTENT SHORT PRARIE MIX FOR MEDIUM SOILS / RESTORATION MIX (SEED)	137,798	SF	\$0.03	\$4,133.94	
4.07	NEW ENGLAND EROSION CONTROL MIX / RESTORATION MIX (SEED)	25,777	SF	\$0.03	\$773.31	
4.08	FORB MIX / NORTHEAST WETLAND GRASS (SEED)	9,680	SF	\$0.03	\$290.40	
4.09	NORTHEAST WETLAND HUMMOCK MIX / RESTORATION MIX (SEED)	2,576	SF	\$0.03	\$77.10	
4.10	NYSDEC STORMWATER BASIN MIX #1 / LOWEST ZONE (SEED)	3,514	SF	\$0.03	\$105.42	
4.11	NYSDEC STORMWATER BASIN MIX #3 / HIGHEST ZONE (SEED)	6,543	SF	\$0.03	\$196.29	
						\$28,899.75
5.00	AS-BUILT SURVEY					
5.01	SURVEY	ALLOW		\$5,000.00		
						\$5,000.00
						<b>TOTAL</b>
						<b>\$467,532.75</b>



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

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

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

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

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

30 April 2015

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

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

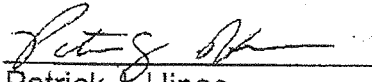
**SUBJECT: GOLDEN VISTA AMENDED SITE PLAN LANDSCAPE SECURITY**

Dear Jim:

This office has received a landscape security cost estimate in the amount of \$201,743.75. This landscape cost estimate has been revised based on our 28 April 2015 comments. Based on a review of the proposed cost estimate, this office takes no exception to the Town accepting the securities in the amount identified above. A landscape inspection escrow in the amount of \$2,000.00 should be established by the Applicant in accordance with Town Code.

Please feel free to contact the undersigned should you have any questions, comments or require any additional information regarding this matter.

Very Truly Yours,

  
Patrick J. Hines  
Principal



- Site Planning
- Civil Engineering
- Landscape Architecture
- Land Surveying
- Transportation Engineering
- Environmental Studies
- Permitting
- Construction Services

Location: Golden Vista at Newburgh, NY  
 Type of Estimate: Landscape Cost Estimate (Performance Bond)  
 Drawing Reference:  
 SP-7 "Landscaping Plan," Rev. No. 2, dated 04/21/2015

Job No.: 15024  
 Date: 4/23/2015  
 Revised Date: 4/29/2015  
 Cmp'd: PS  
 Chk'd: JS

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
1.00	ENTRANCE/STREET PLANTINGS					
1.01	ACER RUBRUM 'RED SUNSET' / RED MAPLE (3"-3 1/2" CAL.)	17	EA	\$375.00	\$6,375.00	
1.02	BETULA NIGRA 'HERITAGE' MULTI STEM / HERITAGE RIVER BIRCH (7'-8' HT.)	2	EA	\$275.00	\$550.00	
1.03	PICEA ABIES / NORWAY SPRUCE (8'-8' HT.)	3	EA	\$200.00	\$600.00	
1.04	PICEA OMORIKA / SERBIAN SPRUCE (7'-8' HT.)	1	EA	\$300.00	\$300.00	
1.05	PRUNUS SERRULATA 'KWANZAN' / KWANZAN CHERRY (3"-3 1/2" CAL.)	4	EA	\$275.00	\$1,100.00	
1.06	QUERCUS RUBRA / RED OAK (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
1.07	MISCANTHUS SINENSIS 'YAKUSHIMA' / DWARF MAIDEN GRASS (2 GAL.)	20	EA	\$18.00	\$360.00	
1.08	ROSA X 'FLOWER CARPET PINK' / ROSE (2 GAL.)	16	EA	\$18.00	\$288.00	
1.09	VIBURNUM PLICATUM TOMENTOSUM 'SUMMER SNOWFLAKE' / JAPANESE SNOWBELL (4'-5' HT.)	21	EA	\$50.00	\$1,050.00	
1.10	JUNIPERUS DAURICA 'PARSONI' / PARSONS JUNIPER (24"-30" SPR.)	260	EA	\$20.00	\$5,200.00	
1.11	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	90	EA	\$15.00	\$1,350.00	
1.12	HEMEROCALLIS X 'ARUMIN MINARET' / AUTUMN YELLOW DAYLILY (1 GAL.)	100	EA	\$18.00	\$1,800.00	
1.13	SEASONAL PLANTS (ANNUALS) (1 GAL.)	107	EA	\$8.00	\$856.00	
						\$21,329.00
2.00	COMMON AREA PLANTINGS					
2.01	AMELANCHIER CANADENSIS / SHADBLOW SERVICEBERRY (7'-8' HT.)	4	EA	\$250.00	\$1,000.00	
2.03	BETULA NIGRA 'HERITAGE' MULTI STEM/HERITAGE RIVER BIRCH (7'-8' HT.)	14	EA	\$320.00	\$4,480.00	
2.04	CERCIS CANADENSIS / EASTERN REDBUD (6'-7' HT.)	8	EA	\$150.00	\$900.00	
2.05	CORNUS KOUSA / KOUSA DOGWOOD (7'-8' HT.)	15	EA	\$150.00	\$2,250.00	
2.06	ILEX OPACA / AMERICAN HOLLY (6'-7' HT.)	8	EA	\$300.00	\$2,400.00	
2.07	PICEA ABIES/NORWAY SPRUCE (8'-8' HT.)	8	EA	\$200.00	\$1,600.00	
2.08	PICEA GLAUCA / WHITE SPRUCE (7'-8' HT.)	8	EA	\$225.00	\$1,800.00	
2.09	QUERCUS RUBRA / RED OAK (3"-3 1/2" CAL.)	8	EA	\$375.00	\$2,250.00	
2.10	CORNUS SERICEA / REDOSIER DOGWOOD (4'-5' HT.)	35	EA	\$45.00	\$1,575.00	
2.11	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	19	EA	\$50.00	\$950.00	
						\$19,205.00
3.00	PERIMETER BUFFER PLANTINGS					
3.01	ACER RUBRUM 'OCTOBER GLORY' / RED MAPLE (3"-3 1/2" CAL.)	3	EA	\$375.00	\$1,125.00	
3.02	CARYA OVATA / SHAGBARK HICKORY (3"-3 1/2" CAL.)	1	EA	\$375.00	\$375.00	
3.03	NYSSA SYLVATICA / BLACK TUPELO (3"-3 1/2" CAL.)	3	EA	\$300.00	\$900.00	
3.04	PICEA ABIES/NORWAY SPRUCE (8'-8' HT.)	11	EA	\$200.00	\$2,200.00	
3.05	PICEA GLAUCA / WHITE SPRUCE (7'-8' HT.)	21	EA	\$225.00	\$4,725.00	
3.06	PICEA PUNGENS / COLORADO SPRUCE (7'-8' HT.)	13	EA	\$250.00	\$3,250.00	
3.07	PINUS STROBUS / WHITE PINE (7'-8' HT.)	18	EA	\$300.00	\$5,400.00	
3.08	QUERCUS PALUSTRIS / PIN OAK (3"-3 1/2" CAL.)	12	EA	\$375.00	\$4,500.00	
3.09	QUERCUS RUBRA / RED OAK (3"-3 1/2" CAL.)	8	EA	\$375.00	\$3,000.00	
3.10	CORNUS SERICEA / REDOSIER DOGWOOD (4'-5' HT.)	50	EA	\$45.00	\$2,250.00	
3.11	VIBURNUM DENTATUM 'ARROWWOOD' / ARROWWOOD VIBURNUM (4'-5' HT.)	38	EA	\$50.00	\$1,900.00	
3.12	VIBURNUM PLICATUM TOMENTOSUM 'SUMMER SNOWFLAKE' / JAPANESE SNOWBELL (4'-5' HT.)	52	EA	\$50.00	\$2,600.00	
						\$27,725.00
4.00	BUILDING 1 PLANTINGS (18 UNITS)					
4.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
4.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT.)	20	EA	\$40.00	\$800.00	
4.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT.)	32	EA	\$40.00	\$1,280.00	
4.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT.)	20	EA	\$40.00	\$800.00	
4.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
4.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
4.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL.)	84	EA	\$15.00	\$1,260.00	
4.08	SALVIA NEMOROSA 'BLUE HILL'/WOODLAND SAGE (2 GAL.)	24	EA	\$15.00	\$360.00	
4.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	63	EA	\$15.00	\$945.00	

JMC PLANNING ENGINEERING LANDSCAPE ARCHITECTURE & LAND SURVEYING PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC.

120 Bedford Road ■ Armonk, NY 10504 ■ 914.273.5225 ■ Fax 914.273.2102 ■ mail@jmcpllc.com ■ www.jmcpllc.com

F:\2015\15024\Landscaping Estimate-04-23-2015.xls



- Site Planning
- Civil Engineering
- Landscape Architecture
- Land Surveying
- Transportation Engineering
- Environmental Studies
- Permitting
- Construction Services

Location: Golden Vista at Newburgh, NY  
 Type of Estimate: Landscape Cost Estimate (Performance Bond)  
 Drawing Reference:  
 SP-7 "Landscaping Plan," Rev. No. 2, dated 04/21/2015

Job No.: 15024  
 Date: 4/23/2015  
 Revised Date: 4/29/2015  
 Cmp'd: PS  
 Chk'd: JS

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
4.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						\$10,615.00
5.00	BUILDING 2 PLANTINGS (18 UNITS)					
5.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
5.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	20	EA	\$40.00	\$800.00	
5.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	32	EA	\$40.00	\$1,280.00	
5.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	20	EA	\$40.00	\$800.00	
5.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5" HT.)	14	EA	\$50.00	\$700.00	
5.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
5.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	84	EA	\$15.00	\$1,260.00	
5.08	SALVIA NEMOROSA 'BLUE HILL'/WOODLAND SAGE (2 GAL)	24	EA	\$15.00	\$360.00	
5.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	63	EA	\$15.00	\$945.00	
5.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						\$10,615.00
6.00	BUILDING 3 PLANTINGS (18 UNITS)					
6.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
6.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	20	EA	\$40.00	\$800.00	
6.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	32	EA	\$40.00	\$1,280.00	
6.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	20	EA	\$40.00	\$800.00	
6.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5" HT.)	14	EA	\$50.00	\$700.00	
6.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
6.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	84	EA	\$15.00	\$1,260.00	
6.08	SALVIA NEMOROSA 'BLUE HILL'/WOODLAND SAGE (2 GAL)	24	EA	\$15.00	\$360.00	
6.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	63	EA	\$15.00	\$945.00	
6.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						\$10,615.00
7.00	BUILDING 4 PLANTINGS (18 UNITS)					
7.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
7.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	20	EA	\$40.00	\$800.00	
7.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	32	EA	\$40.00	\$1,280.00	
7.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	20	EA	\$40.00	\$800.00	
7.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5" HT.)	14	EA	\$50.00	\$700.00	
7.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
7.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	84	EA	\$15.00	\$1,260.00	
7.08	SALVIA NEMOROSA 'BLUE HILL'/WOODLAND SAGE (2 GAL)	24	EA	\$15.00	\$360.00	
7.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	63	EA	\$15.00	\$945.00	
7.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						\$10,615.00
8.00	BUILDING 5 PLANTINGS (18 UNITS)					
8.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
8.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	20	EA	\$40.00	\$800.00	
8.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	32	EA	\$40.00	\$1,280.00	
8.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	20	EA	\$40.00	\$800.00	
8.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5" HT.)	14	EA	\$50.00	\$700.00	
8.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
8.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	84	EA	\$15.00	\$1,260.00	
8.08	SALVIA NEMOROSA 'BLUE HILL'/WOODLAND SAGE (2 GAL)	24	EA	\$15.00	\$360.00	
8.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	63	EA	\$15.00	\$945.00	
8.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						\$10,615.00

JMC PLANNING ENGINEERING LANDSCAPE ARCHITECTURE & LAND SURVEYING PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC.

120 Bedford Road ■ Armonk, NY 10504 ■ 914.273.5225 ■ Fax 914.273.2102 ■ mail@jmcpllc.com ■ www.jmcpllc.com

F:\2015\15024\Landscaping Estimate-04-23-2015.xls



- Site Planning
- Civil Engineering
- Landscape Architecture
- Land Surveying
- Transportation Engineering
- Environmental Studies
- Permitting
- Construction Services

Location: Golden Vista at Newburgh, NY  
 Type of Estimate: Landscape Cost Estimate (Performance Bond)  
 Drawing Reference:  
 SP-7 "Landscaping Plan," Rev. No. 2, dated 04/21/2015

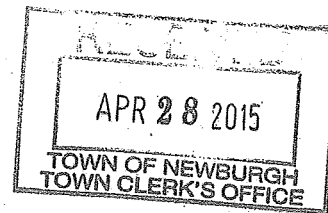
Job No.: 15024  
 Date: 4/23/2015  
 Revised Date: 4/29/2015  
 Cmp'd: PS  
 Chk'd: JS

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
9.00	<b>BUILDING 6 PLANTINGS (18 UNITS)</b>					
9.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
9.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	20	EA	\$40.00	\$800.00	
9.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	32	EA	\$40.00	\$1,280.00	
9.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	20	EA	\$40.00	\$800.00	
9.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
9.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
9.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	84	EA	\$15.00	\$1,280.00	
9.08	SALVIA NEMOROSA 'BLUE HIL'/WOODLAND SAGE (2 GAL)	24	EA	\$15.00	\$360.00	
9.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	63	EA	\$15.00	\$945.00	
9.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						<b>\$10,615.00</b>
10.00	<b>BUILDING 7 PLANTINGS (12 UNITS)</b>					
10.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	3	EA	\$375.00	\$1,125.00	
10.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	10	EA	\$40.00	\$400.00	
10.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	32	EA	\$40.00	\$1,280.00	
10.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	20	EA	\$40.00	\$800.00	
10.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	20	EA	\$50.00	\$1,000.00	
10.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
10.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	56	EA	\$15.00	\$840.00	
10.08	SALVIA NEMOROSA 'BLUE HIL'/WOODLAND SAGE (2 GAL)	12	EA	\$15.00	\$180.00	
10.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	33	EA	\$15.00	\$495.00	
10.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						<b>\$9,090.00</b>
11.00	<b>BUILDING 8 PLANTINGS (18 UNITS)</b>					
11.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	4	EA	\$375.00	\$1,500.00	
11.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	20	EA	\$40.00	\$800.00	
11.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	32	EA	\$40.00	\$1,280.00	
11.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	20	EA	\$40.00	\$800.00	
11.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	14	EA	\$50.00	\$700.00	
11.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
11.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	84	EA	\$15.00	\$1,280.00	
11.08	SALVIA NEMOROSA 'BLUE HIL'/WOODLAND SAGE (2 GAL)	24	EA	\$15.00	\$360.00	
11.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	63	EA	\$15.00	\$945.00	
11.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						<b>\$10,615.00</b>
12.00	<b>BUILDING 9 PLANTINGS (12 UNITS)</b>					
12.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	3	EA	\$375.00	\$1,125.00	
12.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	10	EA	\$40.00	\$400.00	
12.03	BUXUS SEMPERVIRENS/AMERICAN BOXWOOD (15"-18" HT)	32	EA	\$40.00	\$1,280.00	
12.04	SPIRAEA X BUMALDA 'GOLDFLAME'/GOLDFLAME SPIREA (12"-18" HT)	20	EA	\$40.00	\$800.00	
12.05	VIBURNUM PLICATUM TOMENTOSUM 'SHASTA' / DOUBLEFILE VIBURNUM (4'-5' HT.)	20	EA	\$50.00	\$1,000.00	
12.06	HEMEROCALLIS X 'ORIENTAL RUBY' / DAYLILY (12" HT.)	38	EA	\$15.00	\$570.00	
12.07	LIRIOPE MUSCAN 'VARLEGATA'/VARIEGATED LILY TURF (1 GAL)	56	EA	\$15.00	\$840.00	
12.08	SALVIA NEMOROSA 'BLUE HIL'/WOODLAND SAGE (2 GAL)	12	EA	\$15.00	\$180.00	
12.09	SEDUM X 'AUTUMN JOY' / AUTUM JOY SEDUM (24" HT.)	33	EA	\$15.00	\$495.00	
12.10	JUNIPERUS DAURICA 'PARSONII'/PARSONS JUNIPER (24"-30" SPR.)	60	EA	\$40.00	\$2,400.00	
						<b>\$9,090.00</b>
13.00	<b>BUILDING 10 PLANTINGS (12 UNITS)</b>					
13.01	ACER RUBRUM 'BRANDYWINE' / RED MAPLE (3"-3 1/2" CAL.)	3	EA	\$375.00	\$1,125.00	
13.02	BUXUS MICROPHYLLA KOREANA 'GREEN GEM'/KOREAN BOXWOOD (12" HT)	10	EA	\$40.00	\$400.00	

JMC PLANNING ENGINEERING LANDSCAPE ARCHITECTURE & LAND SURVEYING PLLC | JMC SITE DEVELOPMENT CONSULTANTS, LLC | JOHN MEYER CONSULTING, INC.



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



MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: April 27, 2015  
RE: PB \ ORANGE COUNTY TRUST CO.

Orange County Trust Co. was responsible for certain off-site drainage improvements on Gidney Avenue. The Town Board had previously acted to release the performance security of \$9,300 holding ten (10) percent as a maintenance security. Based on the expiration of the two year maintenance period, I am recommending release of the remaining funds of \$930.

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

JWO/id

cc: M. Taylor, Attorney  
A. Zarutskie, Town Clerk  
J. Platt, DPW Comm.  
T. DePew, Hwy. Supt.



9B

**TOWN OF NEWBURGH  
TOWN ENGINEER**

**MEMORANDUM**

**TO:** Gil Piaquadio, Deputy Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** May 1, 2015  
**RE:** W \ PRESSURE REDUCING VALVE STATION

---

A pressure reducing valve station between the Meadow Winds Water Storage Tank (Overflow Elev. 691.0) and the Meadow Hill Water Storage Tank (Overflow Elev. 650.8) is a component of the improvements to the Stewart Airport Water Storage Tank. Given the remote location from the work site for the Stewart Tank project and the need for a mechanical/excavation contractor, a separate bid was prepared for this work. The proposed bid schedule is given below:

Advertise for Bids	May 13, 2015 (MHT & THR) May 15, 2015 (Sentinel)
Open Bids	June 10, 2015 (@ 2:30 PM)
Award Contracts	June 17, 2015
Contract Signing & Pre-Construction Meeting	June 26, 2015 (@ 11:00 am)

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

Cc: M. Taylor, Attorney  
J. Platt, DPW Commissioner  
R. Clum, Town Attorney

**PUBLIC ENTERTAINMENT PERMIT APPLICATION**

Date:

\_\_\_\_\_

Applicant's name and address:

Golden Sun PTH / Dreamland Amusement  
And Star Rental Corp  
2 Charm City Dr. Fort Jeff Station, NY

Sponsor's name and address:

PTH Co. Oldenburgh  
East Oldenburgh Elementary School PTH  
280 State PkE 17L  
Newburg, NY 12550

Sponsor's qualification  
(Check all that apply):

- Sponsor is a local religious, fraternal, educational, political, veterans, firemen's, civic, nonprofit or charitable organization that has an office or place of operation or owns real property in the Town of Newburgh;
- has at least ten (10) members who are residents or have places of operation in the Town of Newburgh;
- regularly holds its meetings and conducts its activities at a site in the Town of Newburgh;
- provides services to residents of the Town of Newburgh

Explain:

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

Sponsor's officers and directors names and addresses:

Angela Colburn President PTH  
10 Summit Ave  
Montg

Theresa Adams VB

Burt Napoleon Jensen PTH

(attach additional sheet if necessary)

If Sponsor does not have office in Orange County, name and address of natural person in Orange County agreeing to accept service of process:

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

Required:

(attach agreement to act as agent for service of process)

Name, age, address and telephone # of individual in charge of the function for the Sponsor:

Pam Weinstern  
845-591-5830  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address, Section, Block and Lot of property at which function is to be held:

\_\_\_\_\_

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
(attach copy of tax map)

Amusement Company's name and address:

Star Rental Corp / Dreamland Am.  
2 Charm City  
Port Jeff Station  
\_\_\_\_\_

Dates and hours of function:  
(Applications must be submitted at least 30 days prior to Commencement Date)

Commencement Date: April 30<sup>th</sup>  
Termination Date: May 10<sup>th</sup>  
Hours: During  
5-10 week      1-11 weekends

Purpose of the function;

Nature of the Activities

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

Admission fee (if any):

\$ \_\_\_\_\_

Expected Maximum No. of Attendees at one time:

\_\_\_\_\_

Expected Maximum No. of Vehicles at one time:

\_\_\_\_\_

Method of disposing of refuse:

*Scrap*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will private security guards or police be engaged; if so, the number and their duties:

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

Fire Protection Precautions:

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

Applicant's Signature:

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

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

Date: \_\_\_\_\_

Sponsor's Signature:

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

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

Date: \_\_\_\_\_

### CHECKLIST OF REQUIRED ATTACHMENTS:

- \_\_\_ Plan for off-street and highway parking.
- \_\_\_ Plans or Drawings showing method for the supply, storage and distribution of water and disposal of sanitary sewage;  
 \_\_\_ water; \_\_\_ sanitary sewage.
- \_\_\_ Map or drawing showing fire lanes and source of water for fire control.
- \_\_\_ Signed Statement from the property owner granting approval to the Sponsor to use the property during dates and hours of the function and authorizing the Town or its lawful agents to go upon the property for the purpose of inspecting the same.
- \_\_\_ original certificate of liability insurance naming the town as an additional insured issued by an insurance carrier licensed to do business in the State of New York. Such insurance shall be in the minimum amounts established from time to time by resolution of the Town Board, but no less than one million dollars (\$1,000,000.) for each person and three million dollars (\$3,000,000.) for each accident. The certificate of insurance shall provide at least ten (10) days' written notice to the town prior to cancellation.
- \_\_\_ \$1,000.00 Cash or Certified Check as Security Deposit to ensure clean up of site.  
***NOTICE: The Security Deposit is subject to forfeiture if order has not been maintained so as to require additional police protection for the event, or if the premises have not passed inspection and been issued a Certificate of Discharge by the Town's Code Compliance Department following the event.***
- \_\_\_ A statement signed by both the property owner, Sponsor and Amusement Company operator agreeing to the provisions of the Town of Newburgh Code regarding site inspection and clean up within 72 hours of termination of the event and inspection by the Code Compliance Department; and to the forfeiture of the security deposit for failure to obtain a certificate of discharge from the Code Compliance Department.

### ADDITIONAL ITEMS THAT MAY BE REQUIRED PRIOR TO ISSUANCE OF PERMIT:

- \_\_\_ \$ \_\_\_\_\_ Cash or Certified Check for the Costs of additional Police Protection if required by Town Board (see below) to be paid prior to approval of permit

Insurance Certificate evidencing \$ \_\_\_\_\_ \$ \_\_\_\_\_ additional liability insurance coverage

Other requirements imposed by Town Board: \_\_\_\_\_

Name and telephone number of contact person for additional requirements: \_\_\_\_\_

*Internal Use Only*

Date application received: \_\_\_\_\_

Reviewed and Found Complete: \_\_\_\_\_

*Town Clerk's signature*

*Date:*

**To Be Completed Prior to Application's Submission to Town Board:**

*Police Department  
Approval of Security,  
Traffic Control and  
Parking Plans*

*Signature*

*Date*

*Estimated Costs of  
Additional Police  
Protection for Event*

\$ \_\_\_\_\_

*Chief's or Designee's initials*

**Town Board Approval**

*Date:* \_\_\_\_\_

*Conditions:*

1. \$ \_\_\_\_\_ payment for reimbursement of costs of police protection prior to issuance of permit
2. Other conditions (if any): \_\_\_\_\_

*Signature of Town Supervisor*

*Date*

**To Be Completed Following Event:**

*Actual Police Protection Costs \$* \_\_\_\_\_

\_\_\_\_\_  
**Chief's or Designee's initials**

**Date**

---

**Code Compliance Department Certificate of Discharge:**

*Date and time of  
inspection  
following event:*

\_\_\_\_\_  
*Signature of Code Compliance Department Officer*

**PUBLIC ENTERTAINMENT PERMIT APPLICATION**

Date: 5-3-013

Applicant's name and address: Dreamland Amusements Inc  
2 Olympia LA  
Stony Brook NY 11790

Sponsor's name and address: East Coldenham Elementary School  
286 State Rte 17K  
Newburgh NY 12550

PTA

Sponsor's qualification  
(Check all that apply):

- Sponsor is a local religious, fraternal, educational, political, veterans, firemen's, civic, nonprofit or charitable organization that has an office or place of operation or owns real property in the Town of Newburgh;
  - has at least ten (10) members who are residents or have places of operation in the Town of Newburgh;
  - regularly holds its meetings and conducts its activities at a site in the Town of Newburgh;
  - provides services to residents of the Town of Newburgh
- Explain:* Family fun events are open to EC students and their families.

Sponsor's officers and directors names and addresses:

Angela Callahan, President PTA  
10 Clermont Lane / 286 State Rte 17K  
Montgomery NY 12549 / Newburgh NY 12550

Theron Atkins, VP PTA  
51 Ridge Rd / 286 State Rte 17K  
Montgomery NY / Newburgh NY 12550

Brent Napoleon Treasurer PTA  
101 Bracken Rd / 286 State Rte 17K  
Montgomery NY / Newburgh NY 12550

T-32

(attach additional sheet if necessary)



If Sponsor does not have office in Orange County, name and address of natural person in Orange County agreeing to accept service of process:

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

Required:

(attach agreement to act as agent for service of process)

Name, age, address and telephone # of individual in charge of the function for the Sponsor:

Angela Callahan age 44  
10 Clement Lane  
Montgomery NY 12549  
or 286 State Rte 17K  
Newburgh NY 12550

Address, Section, Block and Lot of property at which function is to be held:

Newburgh mall

Section \_\_\_ Block \_\_\_ Lot \_\_\_  
(attach copy of tax map)

Amusement Company's name and address:

DREAM LAND AMUSEMENTS INC  
2 OLYMPIA LA STONY BROOK NY 11790

Dates and hours of function:  
(Applications must be submitted at least 30 days prior to Commencement Date)

Commencement Date: JUNE 13  
Termination Date: JUNE 23  
Hours: week days 4-11 SAT-SUN 12-11

Purpose of the function;

Nature of the Activities

CARNIVAL Rides, Games, Food

Admission fee (if any):

\$ NO

Expected Maximum No. of Attendees at one time:

700 MAX ON A SATURDAY maybe much less

Expected Maximum No. of Vehicles at one time:

225

Method of disposing of refuse:

TRASH CANS AT CARNIVAL - Dumpster ON SITE, FINAL cleaning will be Swept.

Will private security guards or police be engaged; if so, the number and their duties:

Police

Fire Protection Precautions:

Generator and Rides TO Have EXTINGUISHERS. Fire Lane outside line TO be maintained.

Applicant's Signature:

*Robert F DeStefano Jr*

Printed Name:

Robert F DeStefano JR

Title:

See

Date:

MAY 3, 2013

Sponsor's Signature:

*Angela Callahan*

Printed Name:

Angela Callahan

Title:

East Caldenham Elementary PTA

President

Date:

5/8/13

**CHECKLIST OF REQUIRED ATTACHMENTS:**

- \_\_\_ Plan for off-street and highway parking. *- NOT needed in mall lot behind.*
- \_\_\_ Plans or Drawings showing method for the supply, storage and distribution of water and disposal of sanitary sewage; *WATER IS public*  
 \_\_\_ water; \_\_\_ sanitary sewage. *WATA John co TO pump daily*
- \_\_\_ Map or drawing showing fire lanes and source of water for fire control.
- \_\_\_ Signed Statement from the property owner granting approval to the Sponsor to use the property during dates and hours of the function and authorizing the Town or its lawful agents to go upon the property for the purpose of inspecting the same.
- \_\_\_ original certificate of liability insurance naming the town as an additional insured issued by an insurance carrier licensed to do business in the State of New York. Such insurance shall be in the minimum amounts established from time to time by resolution of the Town Board, but no less than one million dollars (\$1,000,000.) for each person and three million dollars (\$3,000,000.) for each accident. The certificate of insurance shall provide at least ten (10) days' written notice to the town prior to cancellation.
- \_\_\_ \$1,000.00 Cash or Certified Check as Security Deposit to ensure clean up of site.  
***NOTICE: The Security Deposit is subject to forfeiture if order has not been maintained so as to require additional police protection for the event, or if the premises have not passed inspection and been issued a Certificate of Discharge by the Town's Code Compliance Department following the event.***
- \_\_\_ A statement signed by both the property owner, Sponsor and Amusement Company operator agreeing to the provisions of the Town of Newburgh Code regarding site inspection and clean up within 72 hours of termination of the event and inspection by the Code Compliance Department; and to the forfeiture of the security deposit for failure to obtain a certificate of discharge from the Code Compliance Department.

**ADDITIONAL ITEMS THAT MAY BE REQUIRED PRIOR TO ISSUANCE OF PERMIT:**

- \_\_\_ \$ \_\_\_\_\_ Cash or Certified Check for the Costs of additional Police Protection if required by Town Board (see below) to be paid prior to approval of permit.

Insurance Certificate evidencing \$ \_\_\_\_\_ \$ \_\_\_\_\_ additional liability insurance coverage

Other requirements imposed by Town Board: \_\_\_\_\_

Name and telephone number of contact person for additional requirements:

*Internal Use Only*

Date application received: \_\_\_\_\_

Reviewed and Found Complete: \_\_\_\_\_

*Town Clerk's signature*

*Date:*

To Be Completed Prior to Application's Submission to Town Board:

*Police Department Approval of Security, Traffic Control and Parking Plans*

*Signature*

*Date*

*Estimated Costs of Additional Police Protection for Event*

\$ \_\_\_\_\_

*Chief's or Designee's initials*

Town Board Approval

*Date:* \_\_\_\_\_

*Conditions:*

1. \$ \_\_\_\_\_ payment for reimbursement of costs of police protection prior to issuance of permit
2. Other conditions (if any): \_\_\_\_\_

*Signature of Town Supervisor*

*Date*

To Be Completed Following Event:

*Actual Police Protection Costs \$* \_\_\_\_\_

**Chief's or Designee's initials**

**Date**

**Code Compliance Department Certificate of Discharge:**

*Date and time of  
inspection  
following event:*

\_\_\_\_\_  
*Signature of Code Compliance Department Officer*