

TOWN OF NEWBURGH

AUDIT # 6

DATE: March 25, 2024

TOTAL OF ALL PAYMENTS: \$ 1,847,334.88

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 1,847,334.88 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

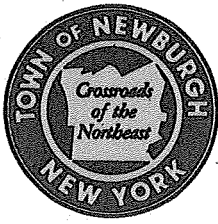
MAR 25 2024

Dated : _____

Town Clerk Office

Town Board:

#6A



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

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

March 19, 2024

To: Newburgh Town Board

From: Chief Bruce Campbell

Purpose: Purchase License Plate Reader

I am requesting permission to enter into an agreement with Flock Safety for the installation of 56 License Plate Reader's at various locations within the Town. This is state of the art technology that has proven extremely effective in assisting law enforcement in the solving of crime throughout the country. The cost of the service is \$175,000 annually and Flock Safety installs, maintains and updates all of the cameras and equipment. Flock is a sole source of this equipment and service (see attached sole source letter). This is a budgeted item in the 2024 Police Budget line# 3120.5200.

Donald B. Campbell
Chief of Police

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EXHIBIT A ORDER FORM

Customer: NY - Newburgh Town PD
 Legal Entity Name: NY - Newburgh Town PD
 Accounts Payable Email: bcampbell@townofnewburghpd.org
 Address: 300 Gardnertown Rd Newburgh, New York
 12550

Initial Term: 12 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety LPR Products			\$175,000.00
Flock Safety Falcon ®	Included	56	Included
Flock Safety Falcon ® Flex	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	20	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$0.00	36	\$0.00

Subtotal Year 1:	\$175,000.00
Annual Recurring Subtotal:	\$175,000.00
Discounts:	\$18,400.00
Estimated Tax:	\$0.00
Contract Total:	\$175,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$175,000.00
Annual Recurring after Year 1	\$175,000.00
Contract Total	\$175,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$18,400.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: NY - Newburgh Town PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

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Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer, developer, and distributor of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology®:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

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- Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras
 - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
 - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.
6. Partnerships:
- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com

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- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety®

#6B



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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: INTER-MUNICIPAL AGREEMENT WITH ORANGE
COUNTY;

RESOLUTION OF TOWN BOARD AUTHORIZING
EXECUTION AND DELIVERY OF INTER-MUNICIPAL
AGREEMENT BETWEEN THE TOWN OF NEWBURGH
THE COUNTY OF ORANGE FOR THE PERIOD MARCH 10,
2024 - JANUARY 1, 2025 FOR STOP DWI PROGRAM
SERVICES
OUR FILE NO. 800.1(B)(7)(2011); 800.1(B)() (2024)

DATE: MARCH 21, 2024

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

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

COUNSEL

Stewart P. Glenn
Mary Fern Breheny
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

In accordance with Supervisor Piaquadio's request, enclosed please find the above referenced proposed resolution authorizing a Stop DWI Program Services Agreement for 2024 for the Town Board's consideration. The term of the Agreement as set forth in Article 2 is March 10, 2024 to January 1, 2025. As with past agreements, it covers three enforcement periods coincident with holiday periods, with the last period ending January 1, 2025. As in the past and is generally the case with funding agreements, Article 9 requires the Town to defend and indemnify the County for claims losses, damages, liabilities, costs and expenses arising out of acts or omissions of the Town or its agents. Article 12 includes set-off right to withhold monies otherwise due to the Town in the event of a default by the Town.

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

MCT:scl
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk
Bruce Campbell, Chief of Police
Ronald Clum, Town Accountant (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, Newburgh, New York on the ___th day of March, 2024 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING EXECUTION AND
DELIVERY OF INTER-MUNICIPAL
AGREEMENT BETWEEN THE
TOWN OF NEWBURGH AND
THE COUNTY OF ORANGE FOR
THE PERIOD MARCH 10, 2024 -
JANUARY 1, 2025 FOR
STOP DWI PROGRAM SERVICES

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

WHEREAS, the County of Orange has forwarded a proposed Inter-Municipal Agreement between the County and the Town of Newburgh having a term commencing on March 10, 2024 and ending on January 1, 2025 for the STOP-DWI program enforcement patrol funding period beginning on March 10, 2024 and ending on January 1, 2025 (the "Agreement"); and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement for STOP DWI PROGRAM SERVICES between the County and Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that:

1. the execution and delivery of the Agreement and all other such agreements between the County of Orange and the Town of Newburgh for STOP DWI program services for enforcement periods ending on or before January 1, 2025 which conform to the terms and conditions of the Agreement by the Town of Newburgh Supervisor is hereby authorized; and

2. the Town of Newburgh Police Department is hereby authorized to participate in the Stop DWI enforcement program in accordance with the terms of the Agreement(s).

BE IT FURTHER RESOLVED, that the Supervisor, the Chief of Police and other officers of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and

carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement(s);
and

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

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

Elizabeth J. Greene, Councilman voting _____

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on March __, 2024 and is on file and of record and that said resolution has not been altered, amended, or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh

ORANGE COUNTY, NEW YORK



STOP-DWI / Traffic Safety Programs
22 Wells Farm Road
Goshen, New York 10924
845-615-0566



Steven M. Neuhaus
County Executive

Coordinator
Robert Doss
Deputy Commissioner
OC Emergency Services

Administrator
John Jones



TO: TOWN OF NEWBURGH POLICE DEPARTMENT

FROM: Robert Doss, Deputy Commissioner/Orange County STOP-DWI Coordinator

DATE: February 27, 2023

Enclosed is your department's contract for the 2024 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 10, 2024, and ending on January 1, 2025**. The contract is for participation for the **full year**. The enclosed contract indicates the **Not-to-Exceed dollar amount** for the 1st Period beginning on March 10, 2024, and ending on June 1, 2024, in the amount of **\$4324**. **The contract no longer includes a limit on the number of hours you may use**. You will be subsequently notified by letter of the awarded amount of the total dollars for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract at your earliest convenience to ensure that your department can participate in the enforcement period. **A BOARD-CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED VIA FAX (845) 291-2121, EMAIL (csaccone@orangecountygov.com) OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's STOP-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 10th day of March, 2024, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **TOWN OF NEWBURGH**, a Town of the State of New York, with its principal offices at 300 Gardnertown Road, Newburgh, NY 12550 by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 10, 2024 and end January 1, 2025.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

or any other compensation. The MUNICIPALITY 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. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA 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 IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. 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 to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, 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 IMA or in the proceeds thereof, unless such person (1) is 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 his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks 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 IMA without liability, entitling the COUNTY to recover the funds. 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 IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

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

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The 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 8. 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. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY 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, 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. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any 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 IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. 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 the MUNICIPALITY (j) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-1, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The COUNTY's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

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

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name:
Title:

DATE: _____

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 10, 2024 through June 1, 2024, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2024 through September 4, 2024, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 11, 2024 through January 1, 2025, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 6, 2023 through January 1, 2024, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **FOUR THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS (\$4324)** for the first enforcement period of 2024. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2024.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2024 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.



Worker's Compensation Insurance Proposal
Policy Dates 4/1/2024 to 3/31/2025
Town of Newburgh



Presented by:

Hank Chapman

Haylor, Freyer & Coon, Inc.
300 S State St #1000
Syracuse, NY 13202

March 7, 2024

HAYLOR, FREYER & COON SERVICE TEAM

Account Executive	Email	Telephone	Facsimile
Hank Chapman	hchapman@haylor.com	315-703-1398 315-439-1356	315-362-5793
Account Manager			
Stephanie Foushee	sfoushee@haylor.com	315-453-2177	315-362-5759
Risk Control Service	Email	Telephone	Cell Phone
Mike Halter	mhalter@haylor.com	315-703-3230	585-315-1969
Haylor Claim and Risk Control Services			Facsimile
Patrick Walsh	pwalsh@haylor.com	315-703-3211	315-362-5733
24 Hour Claim Service		1-888-201-5988	

#7



Public Employer Risk Management Association
P.O. Box 12250, Albany, NY 12212
P: 518-220-1111 | F: 877-737-6232
perma.org

Multiple Year Contract Option
Workers Compensation and Employers Liability Pricing Indication

Quote Date: March 18, 2024

Quotation For:

Broker of Record:

Town of Newburgh 1496 NY-300 Newburgh, NY 12550	Haylor, Freyer & Coon-Syracuse 300 South State Street, Suite 1000 Syracuse, New York 13202
---	--

Dear Broker:

In addition to PERMA's single year offer, we are pleased to offer the following multiple year contract option for the Town of Newburgh:

2 Year Contract Option

Total Contribution: 4/1/2024 To 3/31/2025	\$575,892
New York State Assessment:	<u>\$22,049</u>
Total Estimated Contribution & Assessment:	\$597,941
2% Credit on Total Contribution, if pay in full:	<u>\$11,518</u>
Total Estimated Coverage Cost due PERMA, if paid in full:	\$586,423

Contribution for Year Two 4/1/2025 – 3/31/2026

Year Two Cost is excluding New York State Assessment (see terms and conditions):

- **\$552,856** (If the Loss Ratio in year one is under 15%)
- **\$564,374** (If the Loss Ratio in year one is between 15%-30%)
- **\$575,892** (If the Loss Ratio in year one is between 30%-50%)
- **\$598,928** (If the Loss Ratio in year one is >50%)

We would estimate the NYS Workers' Compensation Assessment of \$22,710 for budgeting purposes for the 4/1/2025 – 4/1/2026 Year-see Terms and Conditions below. Actual rates for next years' assessment will not be known until 10/1/2024.

Terms and Conditions

<ul style="list-style-type: none"> • If the Member seeks to terminate the agreement prior to 4/1/2026, a short-rate penalty will apply to the total contribution \$1,174,820. • Payroll audit will be performed; however, this is only to verify that the exposure estimates are accurate for coding and excess insurance purposes – A change in contribution will NOT be processed. • The contribution for Year Two of the contract will depend on the resulting loss experience from 4/1/2024 - 2/28/2025. For purposes of this calculation, the Loss Ratio is defined as incurred losses divided by earned contribution as of 2/28/2025. • In addition to the Year Two contribution indicated above, the member is responsible for the applicable NYS Workers Compensation Board (WCB) Assessments. PERMA is required to collect this on behalf of the WCB and pass through the monies to the WCB when invoiced. The WCB additionally may audit the related payrolls quarterly and adjust the billing as needed.

This is a quotation only and is not a binder or a guarantee of coverage.

Jennifer Hromada
Authorized Signature

3/18/2024

Date



Gil Piaquadio <supervisor@townofnewburgh.org>

PERMA renewal

1 message

Hank Chapman <hchapman@haylor.com>

To: "supervisor@townofnewburgh.org" <supervisor@townofnewburgh.org>

Cc: Stephanie Foushee <sfoushee@haylor.com>

Tue, Mar 19, 2024 at 6:42 PM

This message was sent securely using Zix®

Supervisor-

I was able to get PERMA to offer you a two year deal (I believe you are just coming off a two year deal that worked well for you.) I have attached it for you.

With the two year deal, you would save \$11,518 this year.

In addition, the following year, you would:

- Save approximately \$34,789 if your loss ratio is under 15%
- Save approximately \$23,271 if your loss ratio is between 15% and 30%
- Save approximately \$11,753 if your loss ratio is between 30% and 50%
- Pay approximately \$11,283 additional if your loss ratio is greater than 50%

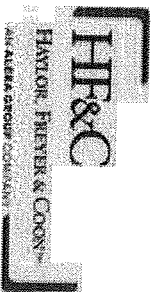
For reference, your current loss ratio is 41.6%. Last year, it was 25.2%

Let me know your thoughts.

Hank

Hank Chapman, CRIS
Haylor Freyer & Coon
Risk Management Advisor
E-Mail: hchapman@haylor.com
Phone: 315-703-1398
Cell: 315-439-1356

www.haylor.com

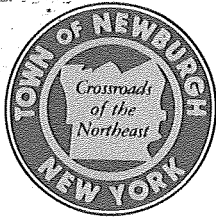


Insuring All You Value

The information contained in this e-mail message is legally privileged and confidential. It is intended only for the use by the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or forwarding of this e-mail message is strictly prohibited. If you have received this e-mail message in error, please notify the sender immediately. Also please be aware that for your protection you can not bind or secure coverage via this e-mail system. Thank you.

This message was secured by Zix[®]#174.

 [Newburgh T 2024- 2 year option.pdf](#)
103K



#8

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 21, 2024

Re: Recreation Aide Position

Please see attached the recommendation from James Presutti, Commissioner, to fill the position of Recreation Aide. Michael Paccione showed an interest in the full-time position. Currently is a part-time laborer in the Recreation Department. He would need to complete full-time paperwork only. The full-time date will be on or after April 1, 2024, pending approval from Orange County Human Resources. His salary will be \$18.8551 per hour per the CSEA contract Step 5.

Thank you in advance.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

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

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: March 21, 2024

RE: Full Time Recreation Aide

At this time we are requesting your approval to hire Mike Paccione as a Full Time Recreation Aide to fill the opening left when James Nenni III resigned. Mr. Paccione will be hired at the rate of \$18.85/hour.

This position is currently funded in the 2024 Recreation Department Budget. The start date for this position will be after March 25th.

Thank you for your consideration.

Regards,

Jim Presutti

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: MIKE PACCIONE

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: FULL TIME


HOURLY RATE: \$18.85

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7310-5100

PROPOSED HIRE DATE: AFTER 3/25/24

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


DEPARTMENT HEAD SIGNATURE

3/21/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

#9



Gil Piaquadio <supervisor@townofnewburgh.org>

May 28th Workshop Meeting

1 message

Lisa Ayers <town-clerk@townofnewburgh.org>
To: Gil Piaquadio <supervisor@townofnewburgh.org>

Wed, Mar 13, 2024 at 1:53 PM

Hi Gil,

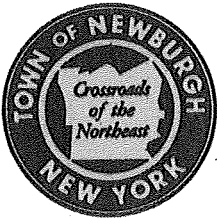
Molly brought to my attention that we have a conflict with her Grievance Day on May 28th and our Workshop meeting that night. This is one of the meetings we had to push to Tuesday because Monday is a holiday, Memorial Day. We have plenty of time, can we move the meeting to Wednesday?

I know you are off today, we can discuss tomorrow.

Thanks,
Lisa

Lisa M. Vance Ayers
Town Clerk
Town of Newburgh
(845)564-4554
town-clerk@townofnewburgh.org

#10



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing T-94 Account

Date: 3-15-24

I am requesting authorization to use the T-94 account to pay for Vet service:

F.A.H.

*Totaling: \$ 47.85

Canine: \$ 47.85

Feline: \$

Other: \$

TOWN OF NEWBURGH

1488 ROUTE 300
NEWBURGH, N.Y. 12550

ID# 69538

VOUCHER TONAC

DEPARTMENT Town of Newburgh Animal Control

CLAIMANT'S
NAME
AND
ADDRESS

VCA Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

TERMS

Order No.

DO NOT WRITE IN THIS BOX

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

Vendor's
Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
3-5-24	2	IND 535 668 1538 2024.03-05 German Shepherd	\$	47.85
			TOTAL	47.85

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 47.85 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

3-12-24

Jean Tobin

Acct. Manager

DATE

SIGNATURE

TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

3.14.24

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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



VCA Flannery Animal Hospital PC
 789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr Rider | Date: 3/6/2024 at 10:06 | Invoice: 5356681538 | Cashier: Jean T

Client
 Town Of Newburgh 2023- Animal Control
 (#69533)
 Tracey ACO
 645 Gidney Ave
 Newburgh, NY 12550

Patient
 2024-03-05 German Shepherd (#160558)
 Species: Canine (Shepherd Dog, German)
 Sex: Male Intact | Color: Brown And Black
 Birth: | Age: | Weight: 75 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
3/5/2024	Boarding Animal Control	1.00	\$47.85	\$0.00	\$47.85
3/6/2024	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: \$47.85

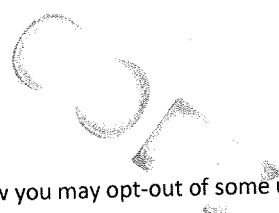
A Message from VCA

Please note all prescription refill request require at least 24-hour notice . For home delivery, download the myVCA app.

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2024-03-05 German Shepherd	\$47.85	\$0.00	\$47.85

Prev Balance:	
Total Due:	\$47.85
Amount Paid:	\$0.00
Amount Due:	\$47.85



For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.

#11A



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: March 20, 2024
RE: Bids Summer Material

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

Item 1 – Cold Patch (1A)	Callahan & Nannini Callahan & Nannini	\$145.00 ton at plant loaded \$150.75 ton delivered
Item 2A – ¼” NYS # 1A	JKN Trucking	\$27.95 ton delivered
2B – 3/8” NYS #1 ST	Grosso Materials Grosso Materials	\$18.66 ton at plant loaded \$24.41 ton delivered
2C – Screenings	Grosso Materials Grosso Materials	\$14.41 ton at plant loaded \$20.16 ton delivered
Item 3 – Item 4	Callahan & Nannini Callahan & Nannini	\$11.70 ton at plant loaded \$17.45 ton delivered
Item 4 – Guide Rail & Post	Chemung Supply	per attached sheets
Item 5 – Chip Spreader w/operator	Peckham Road Corp	\$3,800.00 per day
Item 6 – Rubber Tire Roller	Peckham Road Corp	\$3,250.00 per day w/operator
Item 7 – Aluminum Structural Plate Box Culvert	Chemung Supply	per attached sheets
Item 8 – Center Line & Edge Line Painting	Atlantic Pavement Marking	\$634.00 Center Line \$356.00 Edge Line per side

MH/ch

BID OPENING

18-Mar-24

10:00 AM

ITEM # 2

CRUSHED STONE

2A - 1/4" NYS # 1A

2B - 3/8" NYS # 1ST

2C - SCREENINGS

	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON
BIDDERS						
ATHENS AGGREGATES, LLC	N/B	\$30.75	N/B	\$30.75	N/B	\$24.75
CALLAHAN & NANNINI QUARRY	\$23.00	\$28.75	\$23.00	\$28.75	\$19.00	\$24.75
GROSSO MATERIALS	\$19.51	\$25.26	\$18.66	\$24.41	\$14.41	\$20.16
JKN TRUCKING	N/B	\$27.95	N/B	\$27.95	N/B	\$30.00
TILCON NEW YORK	\$24.50	\$31.75	\$24.50	\$31.75	\$15.50	\$22.75

BID OPENING

18-Mar-24

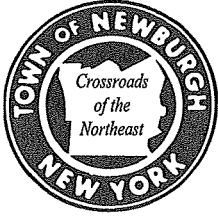
10:00 AM

ITEM # 3

SUB-BASED QUARRY ITEM 4

BIDDERS	AT PLANT LOADED PER TON	DELIVERED TO TOWN OF NEWBURGH PER TON				
ATHENS AGGREGATES LLC	N/B	\$24.75				
CALLAHAN & NANNINI QUARRY	\$11.70	\$17.45				
GROSSO MATERIALS	\$14.41	\$20.16				
TILCON NEW YORK	\$15.50	\$22.75				

#11B



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: March 20, 2024
RE: Cold Milling Machine

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

Milling Machine with minimum milling width of 4':
Consorti Bros Paving & Sealcoating \$3,082.00 per 8 hr. day
208 South Plank Road \$175.00 mobilization
Newburgh, NY 12550 \$175.00 per move

Milling Machine with minimum milling width of 6'3":
Jorrey Excavating Inc. \$4,998.00 per 8 hr. day
160 Bart Bull Road \$1.00 mobilization
Middletown, NY 10941 \$1.00 per move

MH/ch

#113



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: March 20, 2024
RE: Cold Milling Machine

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

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Newburgh, NY 12550 \$175.00 per move

Milling Machine with minimum milling width of 6'3":
Jorrey Excavating Inc. \$4,998.00 per 8 hr. day
160 Bart Bull Road \$1.00 mobilization
Middletown, NY 10941 \$1.00 per move

MH/ch

BID OPENING

18-Mar-24

10:15 AM

COLD MILLING MACHINE

	(A) PER ATTACHED SPEC SHEETS MIN 6 FT 3 IN	(B) PER ATTACHED SPEC SHEETS MIN 4 FT	(C) MOBILIZATION	(D) MOVE		
BIDDERS						
CONSORTI BROS	N/B	\$3,082.00	\$175.00	\$175.00		
DONEGAL CONSTRUCTION CORP	\$6,100.00	\$4,500.00	\$1.00	\$1.00		
DS MEYER ENTERPRISES	\$5,600.00	\$3,100.00	\$575.00	\$550.00		
JORREY EXCAVATING INC	\$4,998.00	\$4,998.00	\$1.00	\$1.00		

#11C



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: March 20, 2024
RE: Bid Brush Grinding

Please award the bids for the Brush Grinding to the following vendor. Thank you

Brush Grinding:

Rancourt & Sons
1438 Clove Valley Road
Hopewell Junction, NY 12533

Amount of Bid: \$320.00 per hour

MH/ch

#12



Town of Newburgh

Water Supply Department

343 Rt 32 North

Newburgh, NY 12550

To: Gil Piaquadio; Town Supervisor and Town Board Members

From: Daniel Bertola; Water Supply Supervising Operator

Date: March 14, 2024

Subject: 2024 Sludge Hauling Bid Tie

After opening sealed bids for the 2024 Alum Sludge removal contract, the lowest bid was shared by Coppola Services, Inc. and H.I Stone & Son, Inc. at \$0.157 per gallon. Per General Municipal Law Sec 103, in the event of a tie, an officer, board, or agency may award the contract to any such bidders.

My recommendation would be to award the contract to H. I. Stone & Sons, Inc. based on previous services rendered. The Town utilized H. I. Stone & Son, Inc. in 2021 for its alum sludge removal without incident. They are familiar with our filtration plants and processes, and services provided were expedient and flexible.

#13A

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *jwo*
DATE: 15 February 2024
RE: **Meadow Hill Inflow & Infiltration Mitigation**

Based on the recent Town Board approval of surveying services for the above project, I am requesting approval of the following budget transfer:

From: Crossroads S. D. Interfund Transfer
(G5010.8130.9902.5900)
To: Meadow Hill Sewer Repairs
(H7124.5200)
Amount: \$20,000

As the above requires Town Board action, I request that it be placed on the next available agenda.

Cc: R. Clum, Town Accountant
P. Hines, MHE

#13B

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *JSO*
DATE: 19 March 2024
RE: **Levinson Heights W. M. Extension**

Based on the projected expedited schedule for this project, I am requesting Town Board approval of the geo-technical plan of the (attached) design engineering proposal submitted by MHE Engineering, DPC. The proposed cost for this task is approximately \$25,000 and will include soil boring along with the water main route to determine sub-surface conditions. MHE will identify the boring locations and coordinate with the contractor and highway department to complete the work.

As this requires Town Board's approval, I am requesting it be placed on the next available agenda. If you have any questions or comments, I am available to discuss them with you.

Cc: P. Hines, MHE
M. Hall, Highway Superintendent



March 1, 2024

MHE Engineering
ATTN: Shawn E. Arnott
33 Airport Center Drive, Suite 202
New Windsor, New York 12553

Re: **Proposal to Provide Drilling Services;** Levinson Heights Watermain Project, Town of Newburgh, Orange County,
New York 12550
PVE File #20240119

Dear Mr. Arnott:

Partridge Venture Engineering, PC, dba PVE Engineering (PVE) is pleased to present this proposal to provide drilling services for the above-referenced project. Summarized below is our proposed scope of work.

1.0 SCOPE OF WORK

Task 1 – Geophysical Survey and Utility Mark Out

PVE personnel will supervise a geophysical survey to identify mark utilities to ensure boring locations can be drilled/sampled safely without interference from local buried utilities. Boring locations will be adjusted in the field accordingly. Additionally, PVE will notify 811 (NY Call Before You Dig) prior to commencement of soil borings.

Task 2 – Soil Boring Installation

PVE will mobilize a track-mounted Geoprobe™ 54DT unit equipped with 4-foot long, 2 ¼ -inch diameter core barrels to the above referenced property. This unit will be equipped with a bit capable of breaking through 4-inches of concrete or asphalt if necessary/requested. PVE anticipates the installation of up to forty-six (46) soil borings to a maximum depth of 8-feet below ground surface (bgs) or to mechanical refusal. PVE personnel will keep a detailed log of each core which includes lithology, grain size, stratigraphic changes, color, and occurrence of groundwater.

Soil borings will be backfilled with native cuttings (if allowable) or clean sand. Boring locations will be returned to the approximate condition prior to drilling including the use of asphalt or concrete patch, if warranted.

Task 3 – Summary Documentation

PVE will prepare summary documentation including the following:

- A description of field tasks and methods.
- Soil Boring Logs.
- Sample Location Map.

2.0 SCHEDULE

Field work can be completed in three (3) days. The summary report will be provided to the client within 5-10 days from completion of drilling activities.

3.0 LIMITATIONS

PVE assumes no permits are required to conduct drilling activities in the Client selected locations. Costs of acquiring permits, if requested/required, will be the responsibility of the client. Upon authorization to proceed, PVE will notify Dig Safely NY (811) to mark out public utilities potentially entering and/or crossing the subject property. PVE is required to provide no less than two (2) business days to allow public utility companies to complete their mark outs prior to the initiation of drilling activities. Unless provided/contracted by the Client, PVE shall contract a private mark out of the soil boring location(s) including the use of ground penetrating radar (GPR) to clear sampling locations of private utilities or other anomalies (unit rates provided below). PVE will take reasonable precautions (i.e. adherence to private and public mark out of utilities) to avoid damages to any underground utilities or structures; however, PVE takes no responsibility nor provides guarantees/warranties of any mark outs conducted by others. It is the responsibility of the Client to accurately identify the location of any underground utilities or structures on the property. PVE shall not have any liability to the Client or any other party for loss, damage, or injury to persons or property arising out of damage to an underground utility or structure, unless such obstruction had been clearly marked and identified to field personnel. PVE assumes sampling locations do not require coring through concrete. If requested, PVE can break up to 4-inches of concrete via crushing bit at no additional costs. Concrete or asphalt in excess of 4-inches will require additional tooling, the costs of which will be the responsibility of the client. If unexpected or differing site conditions are encountered after work commences, delays could result. Unexpected or differing site conditions include, but are not limited to, unanticipated obstructions, limited access, or inclement weather. Access to sampling locations is the responsibility of the Client, and the Client understands and acknowledges that the Geoprobe™ 54DT is approximately 56-inches in width, 106-inches in length and has an operating height of 11-feet. Additional expenses and delays caused by these conditions will be the responsibility of the Client. If requested, certificates of insurance will be provided to the Client listing same as certificate holder. Any cancellation made within 2-days of the schedule work date is subject to a cancellation fee of 50% of this proposal amount. PVE assumes no flaggers or traffic stoppage will be required; if required they shall be provided by the client.

4.0 COST AND TERMS

Services summarized in this proposal will be performed on a time-and-materials basis in accordance with the attached fee schedule. Invoices will be submitted monthly and are due upon receipt.

PVE Labor, Supplies & Expenses (Includes drill rig and operator)	\$ 16,850.00
Sub-Contracted Geophysical Survey/Utility Mark Out (2 field days)	\$ 3,450.00

Additional services not described in this work plan, if requested, will be billed on a time-and-materials basis in addition to the estimate above, at the rates provided in the existing fee schedule.

STANDARD TERMS AND CONDITIONS

The following Standard Terms and Conditions, together with the attached cost proposal and exhibits constitute the "Agreement" between PVE Engineering, P.C. (Hereinafter the "Consultant") ("Consultant" shall include employees of Consultant) and the entity or person to whom the attached proposal is addressed (Hereinafter the "Client") for the performance of basic or additional services.

PERFORMANCE OF SERVICES

1. Consultant shall provide consulting services as described under this proposal with the degree of professional skill and care expected by customarily accepted practices and procedures in the same or similar locality and under the same or similar circumstances. No warranties, expressed or implied, are made with respect to the Consultant's performance. Consultant will make efforts to perform its services under this Agreement in accordance with applicable laws, rules, or regulations applicable to the services to be provided hereunder. The Consultant is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client.
2. The Consultant may rely upon information supplied by the Client, its contractors or sub-contractors, or information available from generally accepted reputable sources, without independent verification. Client warrants that it owns (or otherwise may lawfully use) all right, title, and interest in and to any plans, programs, systems, data, or materials furnished to Consultant hereunder.
3. Consultant assumes that the Client (or any local, state, or federal reviewing agency) will not request or require "Major or Significant" changes to the scope of work outlined in the proposal. Should revisions be required or requested, invoices for additional services will be submitted and time schedules adjusted accordingly.
4. Consultant assumes that unexpected or differing site conditions will not be encountered after work commences, including, but not limited to unanticipated obstructions, limited access, or inclement weather. If such site conditions are encountered, delays or scope changes could result, and the project schedule and budget will be adjusted accordingly.
5. Consultant will not be responsible for any application, permitting, or licensing fees associated with the scope of work, aside from maintaining its own professional licenses, unless otherwise provided for in the proposal.

PAYMENT TERMS

6. Unless other arrangements are made, or a pre-negotiated amount is agreed to or stipulated in the cost proposal, all services will be performed on an hourly basis. Time charges of personnel at a job site are actual time spent at the site plus travel time (Travel time is the time expended from Consultant's main office to jobsite and back to office). If directed by Client or if the Project requires it, any time spent on the project beyond a normal workday (8:00 am to 5:00 pm, Monday thru Friday, inclusive), over eight (8) hours a day, on weekends or on holidays will be billed at 1.5 times the standard hourly rate, except for the Principal which is always billed at the standard hourly rate.
7. The Client is responsible for payment of all charges for the work indicated on the attached proposal, and any additional services related thereto. Invoicing will occur monthly for services performed during the previous month. Client shall have fourteen (14) days from issuance to dispute any charges. If there is no such dispute, the charges will be deemed valid. Payment is due upon receipt of invoice and interest may be applied at a rate of 1.33% per month (16% annually) for accounts over 90 days past due. If payment is not made within 90 calendar days of the due date, the Consultant may suspend work in accordance with the notice provisions herein under the Suspension of Work and Termination provisions until such time as all payments due have been made. The hourly rates attached to this proposal are in effect for the calendar year in which this agreement is dated, and are subject to change on an annual basis.
8. Unless clearly stated otherwise, payment for services provided is not contingent upon financing arrangements or receipt of payment or funding from any third party.

REIMBURSABLE EXPENSES

9. Travel costs, transportation, international communications, photocopies, blueprints, photographs, postage, reproduction, shipping charges, rental equipment, laboratory fees, fees advanced on Client's behalf, parking fees and tolls will all be billed at cost plus mark-up percent as per the rate schedule or the proposal. Back-up information will be provided upon request.

INSTRUMENTS OF SERVICE

10. The Consultant and its sub-consultants (if any) shall be deemed the author and owner of its Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant shall also retain all right, title, interest in and to the programs, systems, data or materials utilized or produced by Consultant in the performance of its services. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and its sub-consultants. These documents or data may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents or data are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to fully defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification. In such extent, Consultant may select counsel of its choice.
11. Instruments of Service will include those deliverables defined in the attached proposal and will be submitted to the Client for an acceptance period of 30 days. Any defects which the Client discovers in that time period shall be reported to the Consultant for correction.

ELECTRONIC MEDIA

12. The Consultant may agree to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly,

documents provided to the Client in electronic media are for informational purposes only, are not an end product, and may not be distributed to third parties without Consultant's approval. The Consultant makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.

13. The electronic media are instruments of professional service, and shall not be used, in whole or in part, for any project other than that for which they were created, nor by third parties, without the express written consent of the Consultant and without reasonable compensation. Accordingly, the Client agrees to waive any and all claims against the Consultant resulting in any way from the unauthorized reuse or alteration of electronic media, and to defend, indemnify, and hold the Consultant harmless for any claims, losses, damages, or costs, including attorney's fees, arising out of the reuse of any electronic media.

SERVICES DURING CONSTRUCTION

14. If the Consultant's services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the project site, will be to enable the Consultant to perform the duties as signed to and undertaken as a professional consultant, and to provide the Client with a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents. The Consultant can only comment on conditions readily observable during the site visits and cannot be held responsible for the correctness and completeness of the Contractor's work.
15. The Consultant shall not supervise, direct, or have control over the Contractor's work, nor shall the Consultant be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with work on the Project. Consultant shall not be responsible for any Contractor's failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing their work. The Contractor is solely responsible for the quality and completeness of the work performed, and the conformance to the Contract Documents provided. The Consultant does not guarantee the performance of the construction contracts by the Contractor and shall not be responsible for the Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
16. If the Consultant's services include shop drawing or submittal review, the Consultant will review (or take other appropriate action with respect to) shop drawings, samples and other data which the Contractors are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. The Consultant's review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor of (a) their obligations regarding review and approval of any such submittals and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction. Consultant approval of a submittal does not relieve the Contractor of its obligation to conform to the Contract Documents.
17. Consultant shall be held harmless, indemnified, and shall not be held responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons not under the Consultant's direct control performing any of the work in connection with the Project. Client will cause its contractor(s) for the Project to name Consultant as an additional insured under the contractor's liability policies and provide a copy of contractor's insurance certificate upon request.

LIMITATION OF LIABILITY

18. The Consultant is not responsible for acts or omissions of the Client, nor for third parties not under its direct control, including other professional consultants contracted by Client on the Project. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third-party against either the Client or Consultant. Client agrees that if Client employs, hires or contracts with any other professional consultants to assist Client on this Project, the Client will require such consultant to provide written evidence of professional liability insurance in an amount suitable to the scope of the Project. Proof of insurance will be provided to Consultant upon request.
19. The Consultant shall not be liable for any reasons for any special, indirect, or consequential damages including loss of use of any premises and loss of profit.
20. To the fullest extent permitted by law, Client agrees to limit the liability of the Consultant and its owners, officers, directors, employees and insurers to the sum of the fees for the selected tasks to be executed, but in no case exceeding the total compensation quoted in this proposal for claims, losses, expenses and damages (separately and in the aggregate), including claims of breach of contract, breach of warranty, negligence, misrepresentation, strict liability or other tort, or otherwise. If a court determines that the amount of this limitation of liability is not reasonable, liability shall be limited to the lowest amount that a court determines to be a reasonable limitation of liability. As the Client's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against Consultant, not against any of Consultant's employees, officers or directors.
21. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to reasonable attorney's fees and charges and court and mediation costs, arising out of, or claimed to arise out of, the performance of the Work or any other matter, excepting liability arising from the sole negligence of Consultant. All time and monies spent by Consultant in defending or providing assistance in any such action shall be

compensated by the Client at the Hourly Rates in place at that time.

DISPUTE RESOLUTION/LEGAL ACTION

- 22. Any claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement must first be submitted to a non-binding mediation to resolve the same. If the dispute remains unresolved, claims, disputes, or controversies shall be resolved by litigation in an appropriate court in the State in which the project is located pursuant to the laws of the State in which the project is located. The successful party in any litigation shall be entitled to an award of reasonable attorneys' fees and costs to be paid by the other party.
- 23. All legal actions by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of the Consultant's services or the time that party knew or should have known of its claim, whichever is sooner.

SUSPENSION OF WORK AND TERMINATION

- 24. If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and any time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving seven (7) days written notice.
- 25. Upon failure of the other party to perform its obligations under this Agreement, the Client or Consultant may terminate this Agreement upon seven (7) days written notice to the other party. The non-performing party shall have seven (7) days to cure the default prior to the termination taking effect.
- 26. If the Client fails to make payment within ninety (90) days of the due date for services and reimbursable expenses, the Consultant may, upon seven (7) days written notice, suspend performance of services under this Agreement, or terminate the agreement at the Consultant's option. Unless payment in full is received by the Consultant within seven (7) days of the date of the notice, the suspension or termination shall take effect without further notice. The Consultant shall have no liability to the Client for delay or damage to the Client or others because of such suspension of services.
- 27. In the event of termination, Consultant shall be entitled to be paid for all services rendered through the effective date of termination plus any expenses incurred as a result of the Termination. No deductions shall be made from the Consultant's compensation on account of sums withheld from payments to contractors.
- 28. All notices under this Agreement shall be in writing and sent by certified mail return receipt requested to the addresses indicated in the proposal.

PRECEDENCE

- 29. These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

SEVERABILITY

- 30. If any of these Standard Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

SURVIVAL

- 31. These conditions shall survive the completion of the Consultant's services on this project and the termination of services for any cause and shall be binding on the Client's successors and/or assigns.

GOVERNING LAW

- 32. This Agreement shall be governed by the internal laws of the State in which the project is located, without regard to principles of conflict of laws.

MISCELLANEOUS

- 33. In the absence of any subsequent written agreement executed between the Consultant and the Client, this Agreement, including all Standard Terms and Conditions, shall be deemed applicable to all work performed for the Client by the Consultant on this Property, including additional or other work not specified in the Agreement, provided there is written authorization from Client.

End of Standard Terms and Conditions

This Proposal remains valid for a period of sixty (60) days from the date of the proposal. To authorize these services please return authorization to proceed, we are prepared to initiate work upon receipt. If you have any questions or require any additional information, please don't hesitate to contact us. We look forward to working with you on this project.

Sincerely,

PVE ENGINEERING,



Conor B. Tarbell, QEP
Regional Director of Environmental Services

PVE Proposal

AUTHORIZATION TO PROCEED

IN WITNESS WHEREOF, the parties have caused this Proposal and Agreement to be executed by their duly authorized representatives, on the date and year first above written.

Project: *Proposal for Drilling Services*
Levinson Heights Watermain Project
Town of Newburgh, Orange County, New York 12550

Client: MHE Engineering
33 Airport Center Drive, Suite 202
New Windsor, New York 12553

Signature: _____

Date: _____

Printed Name: _____

Title: _____



SCHEDULE OF FEES (2024) – Hudson Valley (04) Rates

Civil Engineering / Land Planning / Structure Design

Principal	\$270.00	Executive Consultant	\$290.00
Director	\$250.00	Senior Project Manager II (PE)	\$190.00
Senior Project Manager I (PE)	\$180.00	Senior Engineer II (PE)	\$230.00
Project Manager II	\$170.00	Senior Engineer I (PE)	\$210.00
Project Manager I	\$160.00	Project Engineer II	\$195.00
Assistant Project Manager	\$140.00	Project Engineer I	\$170.00
Project Technician	\$135.00	Project Designer II	\$160.00
Filing Consultant	\$160.00	Project Designer I	\$155.00
Filing Technician	\$130.00	Staff Designer II	\$150.00
Administrative	\$95.00	Staff Designer I	\$135.00

Environmental

Principal	\$270.00	Senior Geologist	\$235.00
Director	\$250.00	Professional Geologist	\$215.00
Senior Technical Advisor	\$195.00	Senior GIS Specialist	\$155.00
Senior Project Manager II	\$210.00	GIS Specialist	\$130.00
Senior Project Manager I	\$180.00	Geologist	\$135.00
Hydrogeologist	\$215.00	Project Manager II	\$170.00
Environmental Technician IV	\$135.00	Project Manager I	\$160.00
Environmental Technician III	\$120.00	Assistant Project Manager	\$140.00
Environmental Technician II	\$110.00	Scientist	\$140.00
Environmental Technician I	\$100.00	Administrative	\$95.00

Reimbursable Expenses and Terms

Invoices will be submitted monthly and are due upon receipt. Reimbursable expenses such as printing, copying, mailing fees, special delivery fees, travel and mileage will appear on project invoices. Anticipated expenses are included in the cost estimate in the Scope of Work. Field vehicles are charged at a rate of \$60.00 per day. Non-exempt employee field time beyond 8 hours on site will be billed at 1.5x standard hourly rates. Expert witness testimony is charged at 2x the standard hourly rate. Subcontracted services and reimbursable expenses are subject to a standard 15% mark-up. Rates are subject to change on an annual basis, revised fee schedules will be circulated in January of each calendar year.

#13C

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *JWO*
DATE: 14 March 2024
RE: **Chadwick Lake Dam – Basis of Design Report**

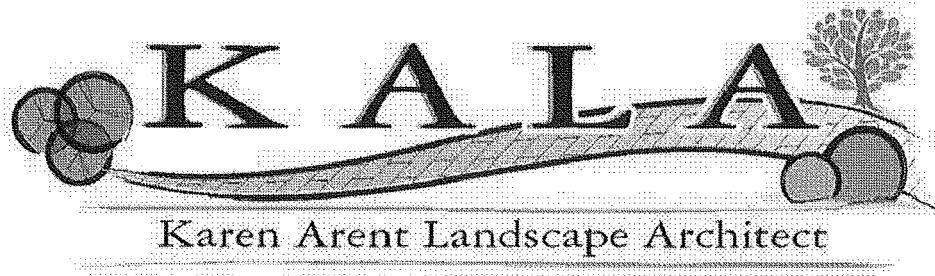
Based on the Town Board's approval of Ramboll's proposal for the preparation of a Basis of Design Report for the replacement of the Chadwick Lake Dam, I am requesting approval for the following budget transfer:

From: F9710.5200 (Serial Bonds Interest)
To: H6122.5212 (Chadwick Lake Dam)
Amt: \$160,000

As the above requires Town Board approval, I request that it be placed on the next available schedule.

Cc: M. Taylor, Attorney
R. Clum, Town Accountant

#13D



Memorandum

To: Supervisor Gil Piaquadio and the Town of Newburgh Board
From: Karen Arent, Landscape Architect
Date: March 1, 2024
Subject: Starbucks 39 North Plank Road Landscape Bond
Town Project Number: 2023-14
Consultant: Bohler Engineering
Cc: Pat Hines, Dominick Cordisco, Gerald Canfield, Jim Campbell, Scott Manley,
Steve Wilson, John Ewasutyn and the Town of Newburgh Planning Board

COMMENTS:

The landscape cost estimate for Starbucks on North Plank Road was reviewed. Unit costs are reasonable and the landscape bond is recommended for approval. We recommend that the board approve landscape security in the amount of \$36,180. The landscape inspection escrow amount for this project is \$2,000.



#13E

Town of Newburgh

Section 34 Block 2 Lot 66

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 (“Municipality”) and Hillside Land Development Inc., having an address at PO Box 2758 Newburgh, NY 12550 (the “Facility Owner”).

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

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 3.07 acres more particularly described in Schedule “A” annexed hereto and made a part hereof (the “Property”); and

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

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

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality’s Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as Hillside Land Development Inc. on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality [annexed hereto as Schedule “B.”]

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.
4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.
5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.
6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.
7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).
8. This agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.
9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

10. This agreement is effective _____, 2023.

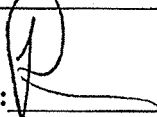
THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

TOWN OF NEWBURGH

Hillside Land Development Inc.

By: _____
Gilbert J. Piaquadio, Supervisor

BY:  _____
Printed Name: Paul S Hoffner
Title: President

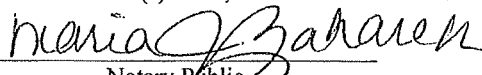
STATE OF NEW YORK:)
) SS.
COUNTY OF ORANGE:)

On the _____ day of _____, in the year 2023 before me, the undersigned, personally appeared **GILBERT J. PIAQUADIO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

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

On the 9th day of Aug., in the year 2023 before me, the undersigned, personally appeared Paul S. Hoffner personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.



Notary Public

MARIA J. ZAHAREK
Notary Public-State of New York
No. 01ZA5078371
Qualified in Ulster County
Commission Expires May 27, 2027

SCHEUDLE "A"

For conveyances of real property, or interest therein, located in New York City, you must use Form TP-584-NYC.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number.

Table with 5 columns: Tax map designation - Section, block & lot, SWIS code, Street address, City, town, or village, County. Row 1: 34-2-66, 334600, 24 Jeanne Dr, Town of Newburgh, Orange.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-9), Date of conveyance (09/27/2023), and Percentage of real property conveyed (0%).

Form with checkboxes for conditions of conveyance (a-s), including fee interest, acquisition of interest, syndication, and other.

Table for recording officer's use with columns: Amount received, Date received, Transaction number. Includes sub-rows for Schedule B, Part 1 and Part 2.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
6.	0	00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	0	00
2.	0	00
3.	0	00

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

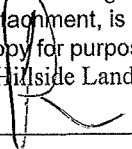
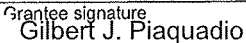
- e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Hillside Land Development, Inc.

Town of Newburgh

 Grantor signature Paul Hoffner	President Title	 Grantee signature Gilbert J. Piaquadio	Supervisor Title
Date 9/29/23		Date	
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Town of Newburgh

Section 34 Block 2 Lot 66

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 (“Municipality”) and Hillside Land Development Inc., having an address at PO Box 2758 Newburgh, NY 12550 (the “Facility Owner”).

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

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 3.07 acres more particularly described in Schedule “A” annexed hereto and made a part hereof (the “Property”); and

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

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

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality’s Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as Hillside Land Development Inc. on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality [annexed hereto as Schedule “B.”]

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

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

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

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

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

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

10. This agreement is effective _____, 2023.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

TOWN OF NEWBURGH

Hillside Land Development Inc.

By: _____
Gilbert J. Piaquadio, Supervisor

[Signature]
BY: _____
Printed Name: Paul S Hoffner
Title: President

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

On the _____ day of _____, in the year 2023 before me, the undersigned, personally appeared **GILBERT J. PIAQUADIO** personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

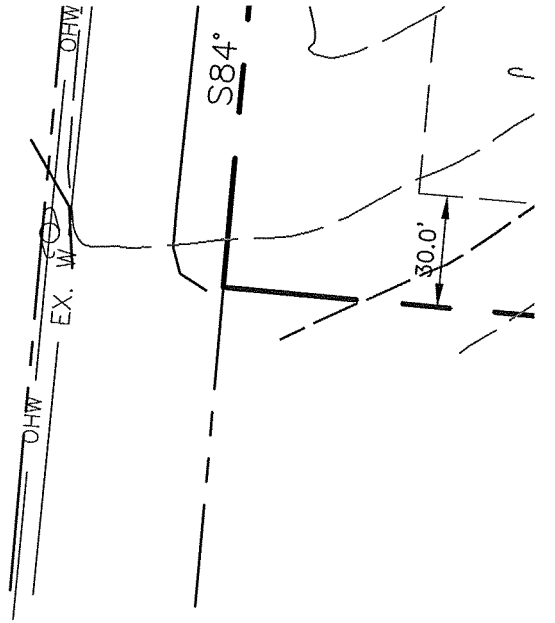
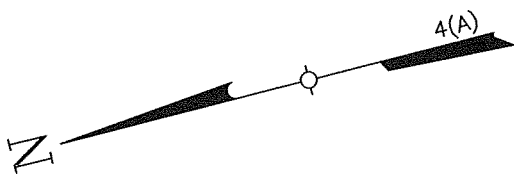
Notary Public

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

On the 9th day of Aug., in the year 2023 before me, the undersigned, personally appeared Paul S. Hoffner personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

[Signature: Maria J. Zaharek]
Notary Public
MARIA J. ZAHAREK
Notary Public-State of New York
No. 01ZA5078371
Qualified in Ulster County
Commission Expires May 27, 2027

SCHEUDLE "A"



SECTION 34, BLOCK 1, LOT 66

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF NEWBURGH, COUNTY OF ORANGE, STATE OF NEW YORK, SAID BEING THE LANDS NOW OR FORMERLY HILLSIDE LAND DEVELOPMENT, TAX MAP SECTION 34, BLOCK 2, LOT 66 AS DESIGNATED ON THE ORANGE COUNTY TAX MAPS, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED PARCEL SAID POINT BEING APPROXIMATELY 606 FEET WEST FROM THE CENTERLINE OF PLATTEKILL TURNPIKE AND ON THE SOUTHERLY SIDELINE OF JEANNE DRIVE AT THE COMMON CORNER OF THE LANDS NOW OR FORMERLY JLTS XI L.L.C., TAX MAP SECTION 34, BLOCK 2, LOT 84; RUNNING THENCE

ALONG SAID SIDELINE, SOUTH 84°46'01" EAST FOR A DISTANCE OF 257.00 FEET TO A POINT; THENCE

ALONG THE LANDS NOW OR FORMERLY DEPOT PARTNERS, L.P., TAX MAP SECTION 34, BLOCK 2, LOT 38.4, SOUTH 05°13'59" WEST FOR A DISTANCE OF 532.65 FEET TO A POINT; THENCE

ALONG THE LANDS NOW OR FORMERLY SPRUCE CREEK LLC, TAX MAP SECTION 39, BLOCK 1, LOT 2.12, NORTH 79°34'21" WEST FOR A DISTANCE OF 258.06 FEET TO A POINT; THENCE


ALONG THE LANDS NOW OR FORMERLY SPRUCE CREEK LLC AND CONTINUING ALONG THE LANDS NOW OR FORMERLY JLTS XI L.L.C., NORTH 05°13'59" EAST FOR A DISTANCE OF 509.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.074± ACRES

#13F

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Representative Town Engineer 
DATE: 21 March 2024
RE: Drainage District Seasonal Maintenance Contract

The Town of Newburgh has eleven drainage districts within residential subdivisions. As a regulated traditional land use MS4 the Town is required to implement post construction operation and maintenance of these drainage districts. The Town's previous contract which was for 2021-2023 has lapsed.

I am requesting authorization to request Bids for the landscape maintenance and inspection. We will prepare documents similar to previous Bids for the year 2024, with an option for an additional two years authorized annually. I will coordinate the bid dates with the Town Clerk.

The authorization to bid requires Town Board approval. I request that this be placed on the next agenda.

cc: J. Osborne, Town Engineer
M. Hall, Hwy. Superintendent
R. Clum, Accountant

#130

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Representative Town Engineer *PH*
DATE: 21 March 2024
RE: Cumberland Farms, Rt 17k
Landscape Security Release PB#16-5

We received a request to release the landscape security for the subject project. On 17 October 2019, MHE field reviewed the site and recommended a reduction of 90% in security with 10% remaining for an additional two years. That time frame has lapsed years ago. We have no record of the applicant providing the reduced security. The Town Clerk confirms that the original Bond #106743349 in the amount of \$21,000 is in her office.

I recommend that the security bond for landscaping be released.

As this requires Town Board action, I request that this be placed on the next agenda.

cc: J. Osborne, Town Engineer
✓ L. Ayers, Town Clerk
R. Clum, Accountant

FILE COPY

LANDSCAPING PERFORMANCE AND MAINTENANCE BOND

Bond No. 106743349

KNOW ALL MEN BY THESE PRESENTS, that we, Cumberland Farms, Inc. as Principal, and Travelers Casualty and Surety Company of America, authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Town of Newburgh, New York, a New York municipal corporation, as Obligee, in the penal sum of Twenty One Thousand and 00/100 (\$21,000.00) DOLLARS, lawful money of the United States of America, for the payment of which well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents.

WHEREAS, the Principal or its predecessor in property interest has made application to the Town of Newburgh Planning Board in accordance with the Town of Newburgh Zoning Code for final approval of a site plan dated December 15, 2016 known as Cumberland Farms, Inc. located at 270 ROUTE 17K, NEWBURGH, NY 12550 or Principal is the authorized agent of such applicant/owner; and

WHEREAS, the Principal is required by Code to furnish good and sufficient assurance for the proper installation of plant materials and related landscaping improvements for the approved site plan/subdivision at the Principal's own expense in the time and manner specified in the Town of Newburgh Code and in accordance with the plan approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Town, and the subsequent maintenance of said plant materials and related landscaping improvements in good health and condition for a period of two years (said conditions hereinafter referred to as the "Agreement").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall properly install, or have installed, the plant materials and related landscaping improvements in accordance the Agreement, and shall maintain said plant materials and related landscaping improvements in good health and condition for a period of two years or, in the alternative, post an acceptable maintenance bond or other acceptable security for a two (2) year period with the Obligee, from the date of acceptance of said plantings and related landscaping improvements or any subsequent date of replacement, and shall save the Obligee harmless from any loss, cost, or damage by reason of the Principal's failure to complete and maintain said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the landscaping improvements have not been installed or maintained, will install or replace the improvements or

pay the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete or replace the improvements, and if suit is brought on this bond, the Principal and Surety will pay to the Obligee such reasonable attorneys' fees as shall be fixed by the court.

Signed, sealed, and dated this 13^{21st} day of October August, 2017

Principal

Cumberland Farms, Inc.

By: 

Surety

Travelers Casualty and Surety Company of America

By:  Attorney-in-Fact

Jane Gilson

Project Number: V0932/1560/3146

Project Name: Newburgh, NY R&R-AL

Project Address: 270 Route 17K, Newburgh, NY 12550

**NOTARY AFFIDAVIT
For Principal**

COMMONWEALTH OF: Massachusetts

COUNTY OF: Worcester

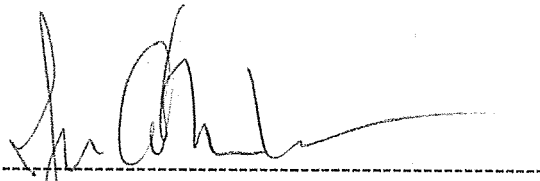
On this ^{13th} ~~21st~~ day of October ~~August~~, 2017, before me Jean Catherine Vinos, Notary

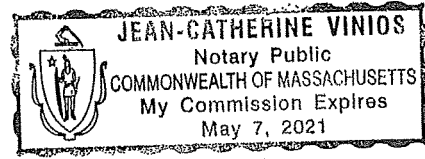
Public, personally appeared Brian Glemon as Secretary

(title) representing Cumberland Farms, Inc. (principal)

personally known to me or produced a license, to be the person who executed the within instrument this day.

WITNESS by my hand and official seal:





Notary's Signature:
My commission expires:

Travelers Casualty and Surety Company of America
SURETY ACKNOWLEDGMENT

Commonwealth of Massachusetts) ss:

County of Suffolk)

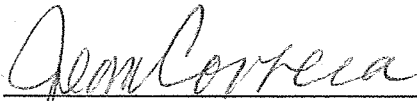
On this 21st day of August, 2017 before me, Jean Correia, Notary Public, personally appeared Jane Gilson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

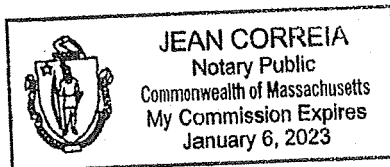
WITNESS my hand and official seal.

(seal)

Signature



Jean Correia



**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW
YORK INSURANCE LAW**

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

Travelers Casualty and Surety Company of America
Of Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,088,189,284 (Capital \$6,480,000) as is shown by its sworn financial statement for the year ending December 31, 2016 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have
unto set my hand and affixed
official seal of this Department
in the City of Albany, this

17th day of April, 2017.

Maria T. Vullo
Superintendent

By

Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2016

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 23,923,843	UNEARNED PREMIUMS	\$ 879,381,218
BONDS	3,472,067,233	LOSSES	758,091,002
STOCKS	321,318,705	LOSS ADJUSTMENT EXPENSES	224,272,289
INVESTMENT INCOME DUE AND ACCRUED	42,069,894	COMMISSIONS	39,769,777
OTHER INVESTED ASSETS	3,108,073	TAXES, LICENSES AND FEES	13,875,052
PREMIUM BALANCES	217,181,397	OTHER EXPENSES	42,557,946
NET DEFERRED TAX ASSET	69,571,968	CURRENT FEDERAL AND FOREIGN INCOME TAXES	11,351,548
REINSURANCE RECOVERABLE	23,137,819	REMITTANCES AND ITEMS NOT ALLOCATED	9,443,140
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,917,816	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	73,697,600
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,661,930	RETROACTIVE REINSURANCE RESERVE ASSUMED	977,978
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	593,147	POLICYHOLDER DIVIDENDS	9,082,602
OTHER ASSETS	6,199,678	PROVISION FOR REINSURANCE	3,555,060
		ADVANCE PREMIUM	1,788,267
		PAYABLE FOR SECURITIES	3,948,166
		PAYABLE FOR SECURITIES LENDING	6,917,816
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,818,735
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	686,744
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,349,281
		TOTAL LIABILITIES	\$ 2,107,562,219
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,647,905,524
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,088,189,284
TOTAL ASSETS	\$ 4,195,751,503	TOTAL LIABILITIES & SURPLUS	\$ 4,195,751,503

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

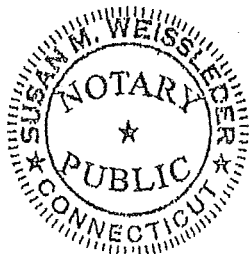
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2016.

Michael J. Doody
 SECOND VICE PRESIDENT

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 17TH DAY OF MARCH, 2017

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2017



TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230044

Certificate No. 007262089

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark P. Herendeen, Kevin A. White, Jean Correia, Maria Chaves, Theresan E. Rowedder, Jane Gilson, Bryan Huft, and Gregory J. Steele

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

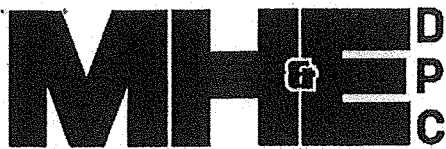
By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



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 & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

13A
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)

**TOWN OF NEWBURGH
PLANNING BOARD
TECHNICAL REVIEW COMMENTS**

PROJECT: CUMBERLAND FARMS
PROJECT NO.: 16-5
PROJECT LOCATION: SECTION 86, BLOCK 1, LOT 14 & 15
PROJECT REPRESENTATIVE: BOHLER ENGINEERING

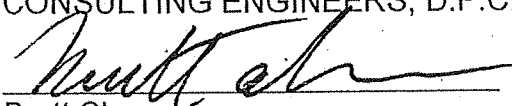
On the date of 17 October 2019, the undersigned assessed the current landscaping condition of the Cumberland Farms project site located on 17K. Upon completion of the site review, this office finds that the condition of the landscaping is in substantial compliance with the approved plans. This office takes no exception to the Town releasing the landscape security for the site. Landscape security must be posted for two (2) years after completion. We recommend that 90% of the security be released, leaving the 10% balance in effect until the two year period has lapsed.

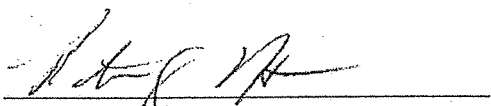
\$2100 JWD

If you have any questions or comments regarding this matter, please feel free to contact either of the undersigned below.

Respectfully submitted,


McGOEY, HAUSER & EDSALL
CONSULTING ENGINEERS, D.P.C.


Brett Sherman
Staff Designer


Patrick J. Hines
Principal

APPROVED
DATE OF TOWN ACTION: 10/28/2019

VOTE OF TOWN BOARD 5-0


JOSEPH P. PEDI, TOWN CLERK

• Acctg
• Engineering

#134

TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *JWO*
DATE: 21 March 2024
RE: **Meadow Hill Inflow and Infiltration Mitigation
(Project H7124.5200)**

The above project to address extraneous flows into the sewage collection mains in the Meadow Hill subdivision is required as part of the DEC Consent Order. MHE has forwarded their proposal *Agreement for Engineering Services* to each of you via email. I am requesting Town Board approval for Design Engineering phase of this project at a cost of \$231,000.

As the above requires Town Board Action, I request it be placed on the next agenda.

Cc: M. Taylor, Town Attorney
R. Clum, Town Accountant
S. Grogan, Sewer Department

#131

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *jwo*
DATE: 21 March 2024
RE: **Meadow Hill Inflow and Infiltration Mitigation
(Project H7124.5200)**

Based on approval of the MHE proposal for design engineering services associated with the above project, I am requesting Town Board approval of the following budget transfer:

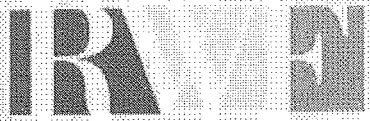
From: G5010.8130.5900 (Transfers)
To: H7124.5200 (Meadow Hill Subdivision Sewer Repair)
Amt: \$231,000

These funds will be paid back to the Crossroads S.D. when funds are obtained per previously authorized Bond Resolution.

As this requires Town Board action, I request that this be placed on the next agenda.

cc: M. Taylor, Town Attorney
P. Hines, MHE
R. Clum, Accountant

#14



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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD AUTHORIZING
AMENDEMENT AND EXTENSION AGREEMENT WITH THE
COUNTY OF ORANGE TO PROVIDE CSE SENIOR
TRANSPORTATION SERVICES
OUR FILE NO. 800.1(B)() (2011); 800.1(B)() (2024)

DATE: MARCH 21, 2024

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS
David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

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

COUNSEL
Stewart P. Glenn
Mary Fern Breheny
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL
Craig F. Simon

Enclosed please find the following resolution pertaining to an Agreement with Orange County for reimbursement of senior transportation expenses:

RESOLUTION OF TOWN BOARD AUTHORIZING AMENDMENT AND EXTENSION AGREEMENT WITH THE COUNTY OF ORANGE TO PROVIDE CSE SENIOR TRANSPORTATION SERVICES

A Copy of the Amendment and Extension Agreement to the Agreement for Vendor Services with Orange County and related documents are also enclosed. This second extension is for a one year period. The County's maximum reimbursement for the one year extension period will be in a total amount not to exceed \$24,120.00, which is the same as for the past year.

Should you have any questions or concerns, please do not hesitate to contact me.

MCT/sel
Enc.

cc: Town Clerk Lisa M. Vance Ayers (via e-mail)
James Presutti, Commissioner of Parks, Recreation and Conservation (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of March, 2024 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo

RESOLUTION OF TOWN BOARD
AUTHORIZING AMENDMENT AND
EXTENSION OF AGREEMENT TO PROVIDE
CSE SENIOR TRANSPORTATION
SERVICES RFP-OFA04-21

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

WHEREAS, the Town of Newburgh has submitted and the County of Orange has accepted a proposal to provide senior transportation services; 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, the County of Orange has forwarded an Amendment and Extension Agreement effective as of April 1, 2024 to the Agreement between the County and Town, previously amended by that certain Amendment and Extension Agreement effective as of April 1, 2023 ("Amendment #2") and that certain Amendment and Extension Agreement effective as of April 1, 2022 ("Amendment #1") , the term of which, as extended by Amendment #1 and Amendment #2, otherwise expires on March 31, 2024, pursuant to which the Town will provide services for an additional period of one (1) year commencing as of April 1, 2024 and ending March 31, 2025; and

WHEREAS, it is required by the County of Orange that the Town Board approve the Amendment and Extension Agreement to the Agreement for Vendor Services effective as of April 1, 2024 as agreed upon with the Orange County Office for the Aging, its form and manner of execution.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Amendment and Extension Agreement effective as of April 1, 2024 ("Amendment #3") to the Agreement for Vendor Services with the County of Orange, as previously amended by Amendment #1 and Amendment #2,, to provide senior transportation services to residents aged 60 and over as to its form and manner of execution and authorizes the Supervisor to sign and deliver the Amendment and Extension 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:

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on March __, 2024 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552

Fax: 845-566-9486

e-mail: supervisor@townofnewburgh.org

March 13, 2024

Mr. Joseph Malfa
Fiscal Manager
Orange County Office for the Aging
40 Matthews Street, Suite 305
Goshen, NY 10924

Re: 2024-2025 CSE Transportation Services Amendment & Extension Agreement

Dear Mr. Malfa:

Enclosed, please find the following documents for the Town of Newburgh:

- Town of Newburgh Town Board Resolution
- Signed CSE Transportation Services Amendment and Extension Agreement
- Signed Disclosure of Prior Non-Responsibility Determination
- Signed Pay to Play Form
- Certificate of Liability Insurance
- Updated Workers Compensation Insurance
- Updated Certificate of Disability Insurance

Please feel free to contact me at (845) 564-4552 if you have any questions. Thank you.

Sincerely,

Gil Piaquadio
Town of Newburgh Supervisor

cc: James Presutti, Commissioner, Parks, Recreation & Conservation



ORANGE COUNTY
AMENDMENT

NO: 3

EFFECTIVE DATE: April 1, 2024

VENDOR: Town of Newburgh

AGREEMENT FOR: CSE Senior Transportation Services identified in RFP-OFA04-21

The Agreement for Vendor Services, dated July 1, 2021, between the COUNTY OF ORANGE ("County") and Town of Newburgh ("Vendor") as previously amended and/or extended by Amendment No. 2 dated April 1, 2023, as previously amended by Amendment No.1 dated April 1, 2022 ("Agreement") is hereby "further" amended and extended as follows:

- 1) **EXTENSION OF TERM.** The County hereby exercises its "third" option to extend the term of the Agreement for an additional one-year period commencing April 1, 2024 and ending March 31, 2025. (Renewal Term #3)
- 2) During the Renewal Term #3, the vendor shall provide the units of service specified in Schedule B-1 to the Agreement, as the same Cost of Units and Total Cost of Services as set forth in Schedule B-1.
- 3) **NOT-TO-EXCEED COST.** The not-to-exceed cost set forth in Article 3 of the Agreement is increased by \$24,120.00 to \$89,325.00 as more particularly set forth below.
- 4) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-1, by execution of this Amendment No. 3, the Vendor and the individual signing this Amendment No. 3 on behalf of the Vendor certifies, under penalty of perjury, that the Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/113//Human-Resources>

- 4). **INTEGRATION.** Except as modified by this Amendment No. 3, the Agreement shall remain unchanged and in full force and effect. The terms used in this Amendment No. 3, unless otherwise defined in this Amendment No. 3, shall have the meanings as set forth in the Agreement. If there shall be any conflict or

inconsistency between the terms and conditions of this Amendment No. 3 and the Agreement, the terms and conditions of this Amendment No. 3 shall control.

- 5). **SIGNATURES.** A manually signed copy of this Amendment No. 3 delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Amendment No. 3.


The foregoing changes result in the following adjustment of Agreement not-to-exceed cost and term as follows:

Agreement Not-to-Exceed Cost Prior to this Amendment	\$65,205.00
Net Increase resulting from this Amendment	\$24,120.00
Agreement Not-to- Exceed Cost including this Amendment	\$89,325.00
Agreement Term Prior to this Amendment	07/01/2021- 03/31/2024
Agreement Term including this Amendment	07/01/2021- 03/31/2025

COUNTY

By: _____
Title: _____
Date: _____

VENDOR



By: Gilbert Pragnadio
Title: Supervisor
Date: 3/13/24

SCHEDULE B-1

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	COST OF SERVICE
2680 units of Transportation	\$12.00 (per one way trip per person)	\$32,160.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$32,160.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$24,120.00.

(b) Anticipated Income – Voluntary contributions in amount of \$2,000.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$6,040.00 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$2,000.00 projected on Schedule B-1 to the Agreement shall be borne by Vendor.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: Town of Newburgh
1496 Route 300 Newburgh NY 12550

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle) No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes


6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:  Date: 3-13-24
Signature

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.


A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

3/13/24
DATE
Town of Newburgh
BUSINESS NAME


SIGNATURE
Gilbert Piagnadio
NAME
Supervisor
TITLE

**COUNTY OF ORANGE
DEPARTMENT FOR THE AGING**



40 Matthews Street, Suite 305
Goshen, New York 10924
(845) 615-3726
FAX (845) 360-9266

MEMORANDUM

To: All Contracted Vendors
From: Joseph J. Malfa, Fiscal Manager
Date: 11/14/2023
Subject: Insurance Requirements

Please note the following insurance guidelines for vendors providing services for the Orange County Office For the Aging

The minimum requirements for insurance are as follows:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Worker's Compensation	Statutory
Disability Benefits	Statutory
Professional Liability	\$1,000,000 each occurrence
(if commercially available for your profession)	\$3,000,000 aggregate

The certificate holder is to be addressed as follows:

**County of Orange
c/o Orange County Office For the Aging
40 Matthews Street, 3rd Floor, Suite 305
Goshen, NY 10924**

County of Orange or the certificate holder (as written above) is to be listed as **additional insured** with respects to liability and the work performed for Orange County. Professional liability is required for anyone who provides counseling services. If professional liability is listed on a separate certificate no additional insured statement is required.

Insurance coverage is required for the length of the contract. It is the responsibility of the vendor to provide updated insurance certificates upon expiration.

The following is a list of accepted forms:

Employer's Liability, General Liability, Professional Liability, Automobile Coverage

- A) ACORD form 25-S is acceptable proof of Coverage.

Workers' Compensation Requirements under Workers' Compensation Law §57

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) C-105.2 -- Certificate of Workers' Compensation Insurance. **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

- A) CE-200 (replaces WC/DB-100), Certificate of Attestation of Exemption From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant..

An instruction manual that will further clarify the requirements, including instructions for the CE-200 exemption form, is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.

OR

- B) DB-120.1 -- Certificate of Disability Benefits Insurance; **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Haylor, Freyer & Coon, Inc.
PO Box 4743
Syracuse NY 13221

CONTACT NAME: Stephanie Foushee
PHONE (A/C No. Ext): 315-451-1500 FAX (A/C No):
E-MAIL ADDRESS: certificates@haylor.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	25658
INSURER B: Accident Fund Insurance Co of America	10166
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Town of Newburgh
1496 Rt 300
Newburgh NY 12550

NEWBURGH TO

COVERAGES

CERTIFICATE NUMBER: 108578977

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZLP71M81983	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		8102C413415	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP31M82755	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				\$5M Agg \$5M Per Occurrence
B	Excess \$5m X \$5M			GXL000148102	7/1/2023	7/1/2024	\$5M Agg \$5M Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Public Entities Xtend Endorsement Form CGD480 (Blanket Additional Insured as required by written contract)

CERTIFICATE HOLDER

County of Orange
Office for the Aging
40 Matthews Street
Goshen NY 10924

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Owned Watercraft - 25 Feet Long Or Less**
- B. Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards**
- C. Who Is An Insured - Employees And Volunteer Workers**
- D. Who Is An Insured - Owners, Managers Or Lessors Of Premises**
- E. Who Is An Insured - Lessors Of Leased Equipment**
- F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement**
- G. Knowledge And Notice Of Occurrence Or Offense**
- H. Blanket Waiver Of Subrogation**
- I. Contractual Liability - Railroads**
- J. Damage To Premises Rented To You**

PROVISIONS

A. OWNED WATERCRAFT - 25 FEET LONG OR LESS

1. The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to a watercraft you own that is:

- (a) 25 feet long or less; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

- (1) 25 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph 1. of SECTION II - WHO IS AN INSURED:

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":

- (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Newburgh 1496 Route 300 Newburgh, NY 12550	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" Gilbert Paquadio 845-564-4552
1b. Effective Date of Membership in the Group 4/1/2015	1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"
1c. The Proprietor, Partners, or Executive Officers are <input checked="" type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a". 146002330
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange c/o Orange County Office of the Aging 40 Matthews Street, 3rd Floor, Suite 305 Goshen, NY 10924 Re: Proof of Workers' Compensation Coverage;	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250


This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in "box 2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is no longer valid according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof of the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: Jack Wheeler, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  _____ Date: 4/1/2023
Signature Date

Title: President

Telephone Number: 1-888-737-6269



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NY 12550
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)
1496 Rt 300
Newburgh, NY 12550

1b. Business Telephone Number of Insured
8455667785

1c. Federal Employer Identification Number of Insured or Social Security Number
14-6002330

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
County of Orange
c/o Orange County Office for the Aging
40 Matthews St, 3rd Floor, Suite 305
Goshen, NY 10924

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
R24942-000

3c. Policy Effective Period:
4/1/2021 to 3/12/2025

- 4. Policy provides the following benefits:
A. Both disability and Paid Family Leave benefits.
B. Disability benefits only.
C. Paid Family Leave benefits only.

- 5. Policy covers:
A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 3/13/2024 By [Signature] (Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

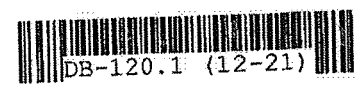
State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____ (Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

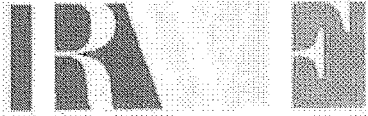
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

#13J



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

MEMORANDUM

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

P: 845.562.9100
F: 845.562.9126

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

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

RE: NOB HILL SEWER DISTRICT SEWAGE TREATMENT PLANT
DISINFECTION PROJECT;
OUR FILE NO. 801. __, 800.1(B) () (2024)

DATE: March 22, 2024

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

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

COUNSEL

Stewart P. Glenn
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Attached is a Map, Plan and Report ("MPR") dated March 7, 2024 prepared by MHE Engineering which explains the need for the Nob Hill Sewage Treatment Plant Disinfection Project. The MPR projects a relatively high cost to each typical home in the Sewer District, which currently has no debt, but the Town will be seeking grant funding for a significant of the costs. A bond resolution is required for the grant application and in order to adopt a bond resolution a public hearing is required to be held on the increase and improvement of the existing Sewer District's facilities that the project will represent.

Enclosed is the following Order Calling Public Hearing for the Board to consider:

ORDER CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE NOB HILL DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

Should you have any questions or concerns, please do not hesitate to contact me.

cc: Hon. Lisa M. Vance Ayers, Town Clerk (via e-mail)
James Osborne, Town Engineer (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Patrick Hines, McGoey, Hauser & Edsall (via e-mail)
Douglas Goodfriend, Esq. (via e-mail)

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York on March 25, 2024, at _____:00 o'clock P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio
Supervisor

Elizabeth J. Greene
Councilwoman

Paul I. Ruggiero
Councilman

Scott M. Manley
Councilman

Anthony R. LoBiondo
Councilman

In the Matter of The Increase and Improvement of the Facilities of Nob Hill Sewer District, in the Town of Newburgh, Orange County, New York	ORDER CALLING PUBLIC HEARING
--	---------------------------------------

WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York, has caused to be prepared a map, plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of Nob Hill Sewer District, in the Town of Newburgh, Orange County, New York (the "Sewer District"), being the construction of improvements to and reconstruction of the wastewater treatment plant, including original furnishings, equipment, machinery, apparatus, appurtenances,

and incidental improvements and expenses in connection therewith as applicable, at a maximum estimated cost of \$1,436,000; and

WHEREAS, said capital project hereinafter described, as proposed, has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed is expected to be determined will not result in any significant environmental impact ; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of said Sewer District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW, THEREFORE, IT IS HEREBY

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

Section 1. A public hearing will be held in the Town Hall, in Newburgh, New York, in said Town, on April 22, 2024, at 7:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of Nob Hill Sewer District, in the Town of Newburgh, Orange County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and

posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof.

Section 4. This Order shall take effect immediately.

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

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.

* * * * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 25th day of March, 2024.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused

to be given **PRIOR THERETO** in the following manner:
PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this _____ day of March, 2024.

Town Clerk

(CORPORATE SEAL)

AFFIDAVIT OF POSTING

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

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York, DEPOSE
AND SAY:

That on the _____ day of March, 2024, I caused to be posted on the official signboard
maintained by me pursuant to subdivision 6 of Section 30 of the Town Law, a Notice of Public
Hearing which was a part of an Order adopted by the Town Board of said Town on March 25,
2024.

A true and correct copy of such Notice of Hearing is attached hereto.

Town Clerk

Sworn to before me this _____ day
of March, 2024.

Notary Public

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York, will meet in the Town Hall, 1496 Route 300, in Newburgh, New York, in said Town, on April 22, 2024, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a certain map, plan and report, including an estimate of cost, in relation to the proposed increase and improvement of the facilities of the Nob Hill Sewer District, in said Town, being the construction of improvements to and reconstruction of the wastewater treatment plant, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith as applicable, at a maximum estimated cost of \$1,436,000.

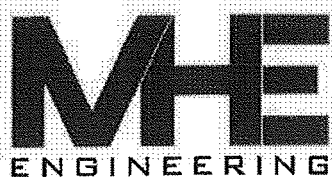
Said capital project has been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed is expected to be determined will not result in any significant environmental impact..

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Newburgh, New York,
March 25, 2024.

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

/s/Lisa M. Vance-Ayers
Town Clerk



MAP, PLAN AND REPORT

FOR
NOB HILL SEWAGE TREATMENT PLANT
DISINFECTION PROJECT

TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK

A handwritten signature in black ink that reads 'Michael W. Weeks'.



PREPARED FOR:
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

PREPARED BY:
MHE Engineering, D.P.C.
33 Airport Center Dr. Suite 202
New Windsor, NY 12553

NOTE: ANY UNAUTHORIZED ALTERATION OR
ADDITION TO THIS DOCUMENT IS A
VIOLATION OF SECTION 7209(2) OF THE
NEW YORK STATE EDUCATION LAW.

DATE: 7 March 2024
JOB #: 24-104

NEW YORK OFFICE
33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE
111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

Table of Contents

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III.	EXISTING CONDITIONS & PROPOSED IMPROVEMENTS	4
IV.	ANNUAL COST	4
V.	CONCLUSION	5

APPENDICES

APPENDIX A: DISTRICT MAP

APPENDIX B: COST ESTIMATE

I. INTRODUCTION

The Town of Newburgh Nob Hill Sewer District Wastewater Treatment Plant (WWTP) operates under State Pollutant Discharge Elimination System (SPDES) Permit NY 0145599. A new permit was issued on September 1, 2021 and has an expiration date of August 31, 2026. A subsequent modified permit was issued on 7 July 2023. The updated permit has set new effluent limitations for CBOD5, Ammonia (as N), Fecal Coliform, Total Residual Chlorine, and Dissolved Oxygen. The Schedule of Compliance within the SPDES permit requires construction of improvements to meet new limits to be completed by November 2026. A new 2-stage package plant with UV Disinfection is proposed to replace the sand filter beds at the existing plant to meet the permit limitations. This office has prepared this Map, Plan and Report in order for the Town to bond the total cost of the proposed improvements.

II. BENEFIT AREA

The area to be served generally includes the homes within the Nob Hill Sewer District (See Appendix A). There are 53 homes in the district that are located generally on Blossom Lane, Nob Circle, Eden Rock Lane, and Brooker Drive. The SBL's of the homes within the district are included below:

- | | | | |
|-------------|-------------|-------------|-------------|
| - 22-2-23 | - 22-3-1 | - 22-4-13 | - 22-9-5 |
| - 22-2-24 | - 22-3-2 | - 22-4-14 | - 22-9-6 |
| - 22-2-25 | - 22-3-3 | - 22-4-15 | - 22-10-1 |
| - 22-2-26 | - 22-3-4 | - 22-4-16 | - 22-10-2 |
| - 22-2-27 | - 22-3-5 | - 22-4-17 | - 22-10-3 |
| - 22-2-28 | - 22-3-6 | - 22-4-18 | - 22-10-4 |
| - 22-2-29 | - 22-3-7 | - 22-4-19.2 | - 22-10-6.2 |
| - 22-2-30 | - 22-3-8 | - 22-4-20.3 | - 26-4-24.3 |
| - 22-2-31 | - 22-3-9 | - 22-4-21 | |
| - 22-2-32 | - 22-3-10 | - 22-4-22 | |
| - 22-2-34.1 | - 22-3-11 | - 22-4-23 | |
| - 22-2-34.2 | - 22-3-12 | - 22-9-1 | |
| - 22-2-35 | - 22-3-13 | - 22-9-2 | |
| - 22-2-36 | - 22-3-14 | - 22-9-3 | |
| - 22-2-37 | - 22-4-12.2 | - 22-9-4 | |

III. EXISTING CONDITIONS & PROPOSED IMPROVEMENTS

The Nob Hill Sewer District Sewer Treatment Plant was constructed in 1985 after the individual sewer systems of the homes in that area began to fail. The Sewer Treatment Plant receives septic tank effluent and filters it through three large sand beds for biological treatment. The sand filters are not capable of treating the wastewater to the extent required in the updated SPDES permit, which also requires the addition of disinfection at the plant. As such, a new recirculating media filter system with UV Disinfection is proposed. The total cost for the improvements is estimated at \$1,436,000, including construction, design, legal, survey and financial fees.

IV. ANNUAL COST

The Nob Hill Sewer District utilizes a benefit unit point-based system for debt service. Each parcel within the Nob Hill Sewer District is issued 2 benefit units. There are a total of 106 benefit units within the Nob Hill Sewer District. The district does not have any existing debt.

The cost impact to a typical household located in the Nob Hill Sewer District has been estimated assuming 100% of the estimated project cost is financed. For the purposes of determining the cost impact to a typical household, the financing is based on a 30-year bond at an estimated interest rate of 4.0% and will result in the following yearly cost per typical household:

NOB HILL SEWER DISTRICT – YEARLY COST

Proposed Debt Anticipation:

Bond Amount	\$1,436,000
Interest Rate	4.0%
Term of Bond	30 years
Total Average Annual Debt	\$82,272

Proposed New Debt Cost Per Typical Household

Total Yearly Debt (Principal & Interest)	\$82,272
Cost Per Sewer Debt Service Point	\$776.15 per point
Annual Cost for Typical Single-Family Home @ 2 Points	\$1,552.30 per yr

Current O&M Cost Per Year (Typical Single-Family Home):

Current Usage Rate Fee:	\$0.00872/ gallon
158 gallons per day used for each home *2023 data:	57,670 gal/ yr
Current yearly usage charge:	\$502.88

No Existing Debt

Total Existing Annual Cost Per Typical Family Home (Debt & O&M) \$502.88 per yr

Total Proposed Annual Cost Per Typical Family Home (Debt & O&M) \$2,055.18 per yr

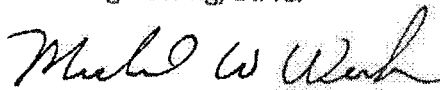
Increase in Annual Cost Per Typical Single-Family Home (Debt & O&M) \$1,552.30 per yr

V. CONCLUSION

The proposed increase in annual cost per user is above the threshold of \$656 for sewer district increases, as set by the Office of the New York State Comptroller. As such, the Town must apply for the permission of the Office of the State Comptroller. The improvements to the sewer plant are required to be completed per the new SPDES permit, however, would be a significant financial burden to the residents within the district. Grant funding is available to offset the cost to users, however, bonding must be in place for some of the grant monies. It is this office's recommendation for the Town to authorize bonding subject to approval by the Comptroller and subsequently submit an application per Part 85 of the New York State Comptroller's regulations.

Respectfully submitted,

MHE Engineering, D.P.C.



Michael W. Weeks, P.E.
Principal

Appendix A
DISTRICT MAP

HAZARDOUS MATERIAL NOTE:
 THIS PLAN IS FOR THE INSTALLATION OF A SEWER SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

UDIG-NY
CALL 811

811 is a free service that provides information on the location of underground utilities. Call 811 at least 48 hours before any excavation or drilling work. For more information, visit www.call811.com.

**TOWN OF NEWBURGH
 KNOB HILL SEWER
 DISTRICT WWTP**

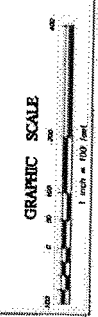
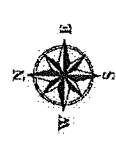
TOWN OF NEWBURGH
 10000 ROUTE 200
 NEWBURGH, NY 12550

**TOWN OF NEWBURGH
 KNOB HILL SEWER
 DISTRICT PLAN**

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/14/2018
2	REVISED	08/14/2018
3	REVISED	08/14/2018
4	REVISED	08/14/2018
5	REVISED	08/14/2018
6	REVISED	08/14/2018
7	REVISED	08/14/2018
8	REVISED	08/14/2018
9	REVISED	08/14/2018
10	REVISED	08/14/2018

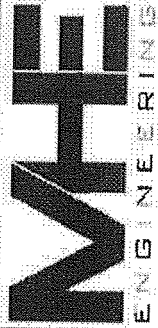
C-101

PROJECT # 18018



TOWN OF NEWBURGH KNOB HILL SEWER DISTRICT PLAN
 8/14/2018

Appendix B
COST ESTIMATE



Town of Newburgh
 Nob Hill Wastewater Treatment Plant
 Disinfection Improvements Project
 Estimate of Probable Construction Costs

Last Revised:
 7-Mar-24
 Revised By:
 GMM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXT. PRICE	TOTALS
AdvanTex Two-Stage Plant:						
1	Orenco AdvanTex Two-Stage Plant (including UV disinfection)	1	LS	\$ 607,141	\$ 607,141	\$ 607,141
2	Venturi Aerator	1	LS	\$ 30,000	\$ 30,000	\$ 30,000
3	Prefabricated Fiberglass Enclosure and Concrete Pad	1	LS	\$ 100,000	\$ 100,000	\$ 100,000
4	Bring Electric to Site	1	LS	\$ 150,000	\$ 150,000	\$ 150,000
5	Electrical Work for Package Plant	1	LS	\$ 75,000	\$ 75,000	\$ 75,000
	Subtotal					\$ 963,000
	Construction Contingencies (30%)					\$ 289,000
	Estimated Total Construction Cost					\$ 1,252,000
	Engineering - Design Services					\$ 78,000
	Engineering - Construction Services					\$ 60,000
	Legal, Survey, Financial Services, etc.					\$ 46,000
	Total Design and Construction Cost					\$ 1,436,000

* Notes: 1) This is an "Estimate of Probable Construction Cost." for estimating purposes only.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#15 Lisa

PERSONNEL DEPT.

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

To: Town Board

From: Gil Piaquadio, Town Supervisor
Charlene M Black, Personnel

Date: March 21, 2024

Re: Full-Time Custodial Worker

Mr. Piaquadio and I conducted interviews for the Full-time Custodial Worker position. We interviewed Michael Bogdon and Norman Coard. Please find attached an employee request form for Norman Coard to become a full-time custodial worker for the Building and Grounds Department. Mr. Coard is already a full-time employee in our Recreation Department so no new paperwork is needed except for a new ID card. A proposed transfer date is April 1, 2024. Mr. Coard has been pre-approved by Orange County Human Resources. Thank you

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Norman Coard

DEPARTMENT: Building & Grounds

TITLE OF POSITION: Custodial Worker

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$ 19.4208 (CSEA Contract)

IS POSITION FUNDED IN CURRENT BUDGET YES OR NO

FUND APPROPRIATION NUMBER: 16 26.5100

PROPOSED HIRE DATE: 4/1/24

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

Charles M. Blew for Jim Riquadri
DEPARTMENT HEAD SIGNATURE

3/21/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT