

ANDREW J. ZARUTSKIE
Town Clerk
Town of Newburgh
1496 Route 300
Newburgh NY 12550
Tel.(845) 564-4554

AGENDA

PUBLIC TOWN COUNCIL MEETING (with AUDIT)

Monday, April 2, 2012

7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. COMMENTS ON AGENDA ITEMS
6. APPROVAL OF AUDIT
7. ASSESSOR: Hiring of Sole Assessor for the Town of Newburgh
8. (7:00 p.m.) PUBLIC HEARING: Proposed Moratorium for Adult Uses
9. INTER MUNICIPAL AGREEMENT in Support of Transportation Services for the Elderly (CSE) Program, 2012-2013
10. HIGHWAY DEPARTMENT:
 - A. Spring Leaf and Brush Pick-Up
 - B. Authorization for Seasonal Employees
11. RECREATION:
 - A. Hiring of Recreation Aide
 - B. Hiring of Three (3) Seasonal Laborers
12. WATER DISTRIBUTION: Promotion to Senior Maintenance Worker
13. ANNOUNCEMENTS
14. PUBLIC COMMENTS
15. ADJOURNMENT

6. APPROVAL OF AUDIT

APR - 2 2012

6

AUDIT # 6

April 2, 2012

VOUCHERS: 121126 to 121460

FUND	REGULAR	PREPAID
GENERAL	\$ 192,792.46	\$ 379,748.10
TRUST & AGENCY	1,597.24	4,120.29
STREET LIGHTING	-	-
HIGHWAY	141,400.44	84,034.23
WATER	127,067.45	44,172.16
SEWER	8,492.15	15,587.14
WATER CAPITAL	36,966.29	-
SEWER CAPITAL	31.41	-
HIGHWAY CAPITAL	770.00	-
GENERAL CAPITAL	-	-
SPECIAL DISTRICT	-	-
TOTAL	\$ 509,117.44	\$ 527,661.92
GRAND TOTAL	<u>\$ 1,036,779.36</u>	

AUDIT # 6
4/2/2012
VOUCHERS: 121126 to 121460

Audit Date: April 2, 2012

To the Supervisor:

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

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

<u>Voucher</u>	<u>Vendor Name</u>	<u>Amount</u>
121180	Mid hudson mack	2,453.94
121208	Mid hudson mack	183.33
121209	Mid hudson mack	843.26
121210	Mid hudson mack	1,743.52
121211	Mid hudson mack	95.58
121213	Newburgh steel products	389.50
121350	NY Communication	9,340.00

Dated: _____

Andrew J. Zarutskie, Town Clerk

Town Board:

Exceptions:

7. ASSESSOR: Hiring of Sole Assessor for the Town of Newburgh

MAR 28 2012

7

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: John Venezia

DEPARTMENT: Assessor

TITLE OF POSITION: Sole Assessor

FULL TIME OR PART TIME: F/T

HOURLY RATE: Yearly \$ 80,000.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 1355.0100

PROPOSED HIRE DATE: 4/5/12

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

Wayne
DEPARTMENT HEAD SIGNATURE

3/28/2012
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT

NE: J...

8. (7:00 p.m.) PUBLIC HEARING: Proposed Moratorium for Adult Uses

Dickover, Donnelly, Donovan & Biagi, LLP
Attorneys and Counselors at Law

James B. Biagi
David A. Donovan
Michael H. Donnelly
Robert J. Dickover

Successor Law Firm To:
Alexander Appelbaum, P.C., Florida, N.Y. (1915-1988)
Ludmerer & Vurno, Esqs., Warwick, N.Y.

28 Bruen Place
P.O. Box 610
Goshen, NY 10924
Phone (845) 294-9447
mail@ddbblaw.com
Fax (845) 294-6553
(Not for Service of Process)

March 16, 2012

Town of Newburgh Town Board
1496 Route 300
Newburgh, New York 12550

RE: Proposed Local Law #1 [Introductory] of 2012

Members of the Board:

The planning board took up consideration of the above referenced local law during its meeting of March 15, 2012. The planning board has authorized me to prepare this letter constituting the planning board's report pursuant to Section 185-60 of the Code of the Town of Newburgh.

Section 185-60(B)(1)(a): Whether such change is consistent with the aims and principles embodied in the Chapter as to the particular districts concerned.

Adoption of the proposed moratorium will affect different zones (and portions of some zones) differently, in some cases prohibiting (on a temporary basis) new and expanded adult oriented uses entirely. To the extent that such uses are arguably now allowed, enactment of this local law is inconsistent with the aims of the zoning chapter. However, given the purpose of this local law—adoption of a limited development pause while the secondary effects of adult oriented businesses in areas adjoining residentially zoned areas is studied—such inconsistency is unavoidable.

Section 185-60(B)(1)(b): Which areas and establishments in the Town will be directly affected by such change and in what way they will be affected.

Certain areas of the town—specifically, those areas of the B, IB and I districts that are located within 1,000 feet of the boundary of any RR, AR, R1, R2 or R3 residential zoning district within which adult oriented uses are now allowed—will be affected by enactment of the proposed moratorium in that, throughout the duration of the moratorium, no applications for adult oriented uses will be entertained by the town. Inasmuch as the local law does not propose to prohibit the continued operation of any existing adult oriented use, existing establishments within those areas will be affected only insofar as any applications by such operators for expansion of their establishments will not, on a temporary basis, be entertained.

Section 185-60(B)(1)(c): The indirect implications of such change and its effects on other regulations.

The local law intends to protect against the indirect or secondary effects of the operation of adult oriented uses. Therefore, enactment of this law will temporarily prevent any new or enlarged indirect or secondary effects flowing from any new or expanded adult oriented use application within 1,000 feet of the residential zones listed above. No indirect effects on other regulations are perceived.

Section 185-60(B)(1)(d): Whether such amendment is consistent with the aims of the Master Plan

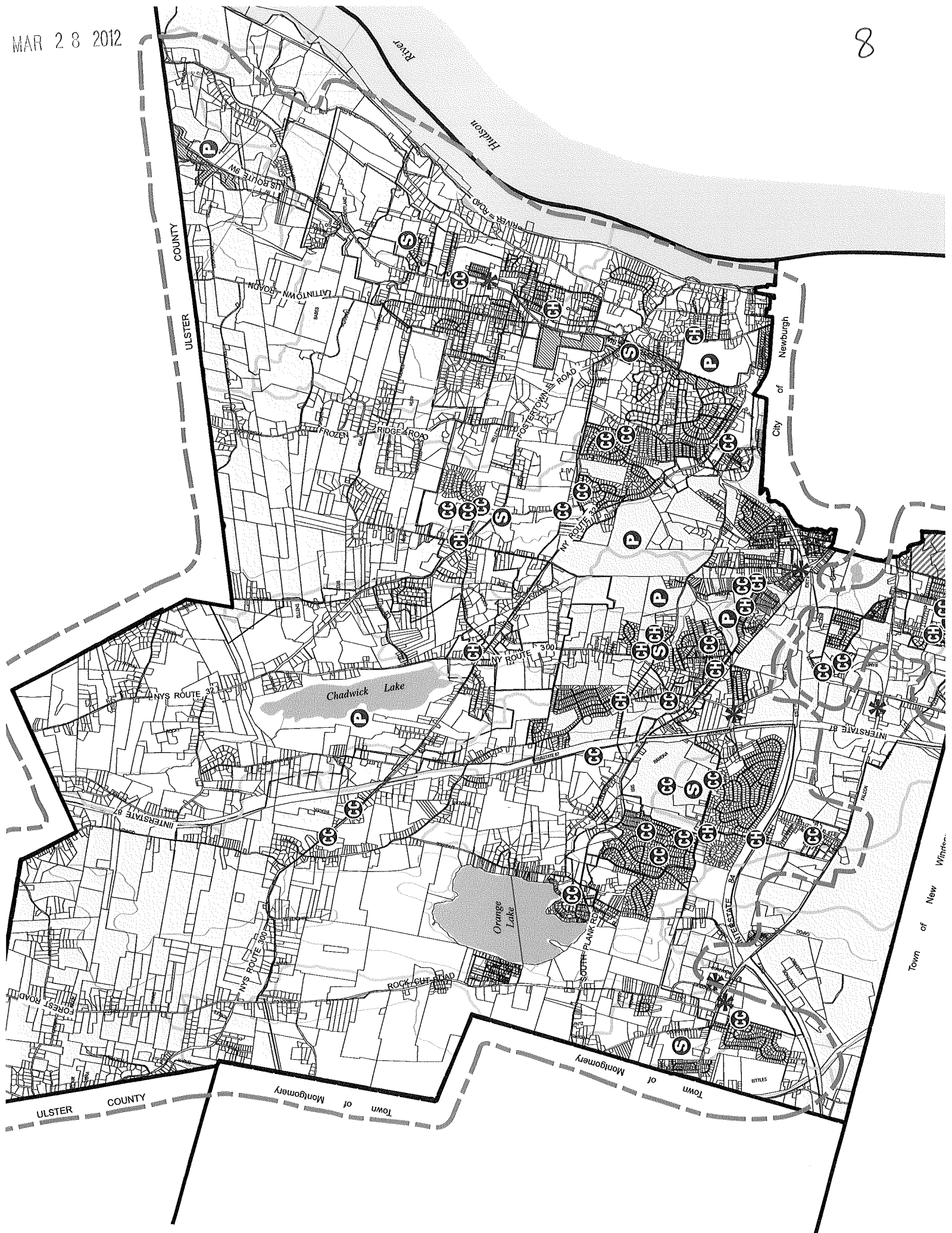
The comprehensive development plan of the town is silent on the issue of adult oriented uses.

Very truly yours,



MICHAEL H. DONNELLY

MHD/lrm



**9. INTER MUNICIPAL AGREEMENT in Support of Transportation
Services for the Elderly (CSE) Program, 2012-2013**



APR - 2 2012
OFFICE FOR THE AGING

9

AnnMarie Maglione
Director

Edward A. Diana
County Executive

March 14, 2012

Mr. Robert Petrillo, Commissioner
Town of Newburgh Parks & Recreation Department
311 Rte. 32
Newburgh, NY 12550

Dear Mr. Petrillo:

*should be
2012-2013*


Enclosed, ~~for Supervisor Booth's signature~~, is the ~~2011-2012~~ Agreement in support of transportation services under the Community Services for the Elderly (CSE) program. We are pleased to inform you that we have been able to maintain the reimbursement requested. Please have the supervisor sign this Agreement on Page 7 where indicated and return it to this office for final execution.

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

Once signed by the County Executive a copy will be returned to you for your records.

If you have any questions or need further information regarding this Agreement, please contact Jayne Hums, Contract Coordinator, at 615-3711.

Sincerely,


Ann Marie Maglione
Director

Enclosure

9

APR - 2 2012



OFFICE FOR THE AGING

AnnMarie Maglione
Director

Edward A. Diana
County Executive

March 14, 2012

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Sincerely,


Ann Marie Maglione
Director

Enclosure



AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this ____ day of _____, 20 __, by and between the **COUNTY OF ORANGE**, a municipal corporation, hereinafter referred to as the "**COUNTY**," a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York; and Town of Newburgh, a firm with principal offices at 311 Rte. 32, Newburgh, NY 12550, hereinafter referred to as "**VENDOR**."

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning April 1, 2012, and ending March 31, 2013.

ARTICLE 3. COMPENSATION

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

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

A not to exceed cost of \$ \$20,759 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Executive of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the COUNTY will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the COUNTY'S authorization by the County Executive is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon

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

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

ARTICLE 6. CONFLICT OF INTEREST

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

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY

and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

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

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

Professional Liability \$1,000,000 aggregate
(If commercially available \$1,000,000 each claim
for your profession)

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

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

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

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

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

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

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs

of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

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

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

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

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

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

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any

other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

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

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

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

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

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

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

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to

any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

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

ARTICLE 18. SET-OFF RIGHTS

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

ARTICLE 19. NO ARBITRATION

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

ARTICLE 20. GOVERNING LAW

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

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

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

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

ARTICLE 22. ENTIRE AGREEMENT

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

ARTICLE 23. MODIFICATION

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

performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force

and effect to the terms and conditions contained in such Addendum or Change Order.

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

COUNTY OF ORANGE

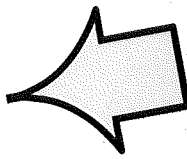
VENDOR

By: _____
EDWARD A. DIANA
COUNTY EXECUTIVE

By: _____
NAME:
TITLE:

DATE: _____

DATE: _____



SCHEDULE A

SCOPE OF SERVICES

Transportation services under the Community Services for the Elderly (CSE) program as agreed upon with the Orange County Office for the Aging.

The Town of Newburgh shall perform the services set forth in Exhibits A, B, C, and D of the Agreement, as well as Attachments I and II, and shall comply with the rules and regulations pursuant to the Community Services for the Elderly State Aid Program.

SCHEDULE B

FEES AND EXPENSES

1. 3,000 units of Transportation at a reimbursement rate of **\$11.70** per unit (per one way trip per person).

Contract total of **\$35,100:**

\$ 20,759 to be reimbursed in accordance with Community Services for the Elderly program

\$ 2,000 to be contributed by those elderly persons served

\$ 12,341 to be contributed by the CONTRACTOR

EXHIBIT A

Orange County Office for the Aging
Town of Newburgh

1. TOWN OF NEWBURGH AGREES TO COLLECT PERSONAL DATA ON EACH CLIENT SERVED to be submitted to OFA in the form provided, on a monthly basis (**by the 5th day of each month**), along with reimbursement forms.
2. Town of Newburgh agrees to report units of service on a per client basis via a listing of client names and the number of units recorded daily for each client and then totaled at the end of the month for each client. (The number of units must be recorded PER CLIENT, not per program for the month.)
3. Town of Newburgh agrees to submit a monthly written report which will not only include the figures requested above, but will spell out any unforeseen problems that may arise where improvement is needed in the transportation system.
4. Town of Newburgh agrees to refer clients needing further information regarding services and benefits for the elderly to the Office for the Aging.
5. Town of Newburgh agrees to keep a bank account for participant contributions with deposits made no less than once a week; participant contributions will be kept in a locked metal box; all employees handling contributions will be bonded.
6. Town of Newburgh agrees to keep a ledger with a line item breakdown in accordance with the budget used to request funding and will maintain a separate audit trail for auditing purposes.
7. Town of Newburgh agrees that the delivery of services under this agreement is to be strictly for persons sixty years of age and over.
8. Town of Newburgh agrees that the Orange County Office for the Aging and State Office for the Aging will be displayed on the bus as the funding source for the transportation program.
9. Town of Newburgh agrees not to distribute petitions and/or surveys to Senior Citizens without getting prior approval from the Office for the Aging.

**EXHIBIT B
GRIEVANCE PROCEDURE**

ORANGE COUNTY OFFICE FOR THE AGING

1. PURPOSE

The Orange County Office for the Aging (OCOFA) has established the following process for resolving complaints from persons who are dissatisfied with or denied services funded by OCOFA.

11. NOTIFYING PARTICIPANTS OF RIGHT TO FILE GRIEVANCE

The Orange County Office for the Aging and each of its service provider agencies (“service provider agencies”) shall notify participants and applicants of their right to file a grievance as follows:

1. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries shall also be written in languages other than English where required to serve the client/applicant population.
2. In-home service participants shall be informed of grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.

111. DENIAL OF SERVICE

A participant or applicant who is denied services must be given the reason for denial.

For housekeeping, homemaker, home delivered meals, case management and other services for which written applications are made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed.

For congregate meals, transportation, recreation and other services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

1V. GRIEVANCE PROCESS

Filing of Grievance:

1. Participants must submit their grievance in writing to the Orange County Office for the Aging Contract Coordinator.
2. The grievance should be filed within thirty (30) days of denial, reduction or termination of services or of the event or circumstances with which the participant is dissatisfied.
3. The grievance should be filed on the form provided by the Orange County Office for the Aging which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

GRIEVANCE PROCESS, CONTINUED

Investigation and Response to Grievance

1. The Contract Coordinator will research the nature of the complaint with both the individual and the other persons involved in the action(s) complained of or in the denial of services.

The Contract Coordinator shall review all pertinent facts and/or documents, shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable Older Americans Act and or State laws, regulations and policies) and supported by facts.

2. The Contract Coordinator shall prepare and send a written response to the grievant and to the Orange County Office for the Aging Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the Contract Coordinator, a proposed remedial action, if any, and reason(s) for and facts relied on, for determination.

Please note:

No remedial action is required if after review of the grievance the Contract Coordinator finds:

a) services are denied because of funding restrictions, b) ineligibility c) the hours or location of the program have changed, d) services are no longer needed as determined by reassessment, e) services are terminated due to the client's disruption to the program. This listing of reasons is not all inclusive. It illustrates and provides guidance on the most probable reasons for the Contract Coordinator's decision on a grievance.

V. APPEAL OF INITIAL RESPONSE/DECISION

If the grievant is not satisfied with the determination of the Contract Coordinator

a) The grievant may initiate a request for subsequent review by the Orange County Office for the Aging Director within twenty (20) calendar days following the receipt of notification by the Contract Coordinator.

b) The Office for the Aging Director will review the materials associated with the grievance to ensure that the pertinent policies and procedures have been applied and followed. If necessary, the Director will meet with the grievant to allow them the opportunity to present information about the grievance.

c) The Director finds that all policies and procedures have been followed, the decision will stand. The decision may be overturned if the Director finds that proper policy and procedures have not been followed. This subsequent review shall be completed within forty-five (45) days of the receipt of the request to review the Contract Coordinator's decision. The grievant will be notified of the final ruling by mail.

GRIEVANCE PROCESS, CONTINUED

V1. RECORD KEEPING

The Orange County Office for the Aging shall keep a file for six years of all relevant documents and records. This shall include at minimum: the initial grievance; any investigative reports; any written response submitted by the Office for the Aging or other service provider agency; any documents or the records submitted by any party; the initial response of OFA; and if applicable, the notice to the grievant of the right to appeal.

V11. CONFIDENTIALITY

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorization agencies.

Revised 11/97

Revised 3/98

**ORANGE COUNTY OFFICE FOR THE AGING
COMPLAINT LETTER FORM**

***THIS FORM MUST BE FILED WITHIN 30 CALANDER DAYS OF THE EVENT OR ACTION
UNLESS YOU ARE GRANTED AN EXTENSION FOR GOOD CAUSE.***

DATE: _____

**Orange County Office for the Aging
18 Seward Avenue
Middletown, NY 10940
Attention: Contract Coordinator**

I am writing to request a review of the following grievance:

___ I was denied service (Name of service _____)

___ I am not satisfied with the quality of service or activity provided by your agency or by you service provider. (Name of service _____)

___ I have the following grievance (briefly describe)

Date/estimated date of the event or action complained of _____

Please describe in detail what happened or what your grievance is.

Please respond to:

Name _____ Phone _____

Address _____

Signature _____

**ORANGE COUNTY OFFICE FOR THE AGING
GRIEVANCE PROCEDURE**

If you have been denied a service or are not satisfied with a service, you have a right to file a grievance.

- 1. If possible, try to resolve the problem with the agency or service.**
- 2. If you need help with your grievance, the Office for the Aging will assist you. Call 615-3700.**
- 3. You must submit your formal grievance in writing. The service provider or the Office for the Aging will provide you with the appropriate form.**
- 4. Your grievance must be filed within 30 days of the event with which you are dissatisfied. This must be sent to the Office of the Aging.**
- 5. Your grievance will be reviewed by the Contract Coordinator. The Contract Coordinator will review the grievance and provide a written response to you within 15 days after the grievance is filled.**
- 6. If you are not satisfied with the decision of the Contract Coordinator, you may appeal the decision. This must be done within 20 calendar days of receiving the Contract Coordinator's determination.**
- 7. The Director of the Office for the Aging will review your appeal and notify you of the final ruling within 45 days.**

Please note: No remedial action is required if after review the Contract Coordinator finds:

Services are denied because of funding restrictions, ineligibility, hours or location of the program have changed, service are no longer needed as determined by reassessment or services are terminated due to client's disruption to the program. This list of reasons is not inclusive. It illustrates and provides guidance on the most probable reasons for the Contract Coordinator's decision on a grievance.

FOR MORE INFORMATION CONTACT:

**ORANGE COUNTY OFFICE FOR THE AGING
18 SEWARD AVENUE
MIDDLETOWN, NEW YORK 10940
PHONE: 615-3700**

EXHIBIT C

ORANGE COUNTY OFFICE FOR THE AGING (OFA)

The OFA assures that it will make affirmative efforts to contract with minority and women-owned business enterprises.

The OFA shall ensure that Town of Newburgh comply with all applicable federal, state and local laws (including Title VI and VII of the Civil Rights Act of 1964, the Rehabilitation Act, the Equal Pay Act, the Age Discrimination in Employment Act, the New York State Human Rights Law), Governor's Executive Orders 16 (Prevention of Sexual Harassment) and 21 (Minority Business Enterprises), Program Instructions, regulations and standards that the program will be administered in accordance with the programmatic and fiscal data and descriptions provided in the approved County Home Care Plan for the Functionally Impaired Elderly/Application for State Aid.

The OFA shall monitor and assess all Town of Newburgh to assure compliance with section 541 of the Executive Law of New York State and rules and regulations and standards promulgated thereunder regarding the use of Community Services for the Elderly Program State Aid.

The OFA will ensure that Town of Newburgh make expenditures only for authorized items of expense contained in the approved budgets and will further ensure that if and when other than authorized expenditures become necessary, the Town of Newburgh will request and await OFA approval before incurring such expenditures. The OFA will submit a copy of this revision to the State Office within 30 days of its effective date.

The OFA will formally enter into contracts in accordance with the Schedule of Town of Newburgh of the Plan/Application. All contracts shall be written according to state and local standards and a copy of the fully executed contract (including budgetary information) shall be forwarded to the State Office no later than 30 days after the effective date of the contract.

The OFA may approve a Town of Newburgh which extends beyond the renewal date of the Plan/Application. However, in approving a Town of Newburgh beyond the renewal date of the Plan/Application, the OFA should not make a commitment that may exceed next year's annualized State funding level, and the Town of Newburgh must state that it is contingent upon provision of State funds to the OFA.

The OFA will maintain contracts (including budgetary information) for all Town of Newburgh as well as supporting documentation for all vouchers from Town of Newburgh. The OFA will keep and require all Town of Newburgh to maintain such records and make reports in such form and containing such

EXHIBIT C (Continued)

information as may be required by the OFA and the State Office. The OFA will require all Town of Newburgh to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all expenditures claimed to be against such funds.

The OFA assures that Town of Newburgh comply with the agreement that no appropriated funds will be paid to any Town of Newburgh for influencing an officer or employee of any agency, or an elected official or their staff in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any contract, grant, loan, or cooperative agreement.

The OFA shall ensure that the Town of Newburgh has an internal control structure to provide reasonable assurance that it is managing funds in compliance with applicable laws, regulations, and contract terms, and that it safeguards funds. In performing reviews, independent auditors will rely upon work performed by the recipient's internal auditors to the maximum extent possible.

EXHIBIT D

APPLICATION FOR CSE TRANSPORTATION FUNDING

Orange County Office for the Aging
18 Seward Avenue, 2nd Floor
Middletown, NY 10940

Applicant Name: Town of Newburgh Recreation Department
Address: 311 Rte. 32
City/State: Newburgh, NY Zip Code: 12550
Phone: (845) 564-7815

Short Title of Project: Town of Newburgh Van Transportation for the Elderly
Proposed Project Period: April 1, 2012 - March 31, 2013
Geographic Area Served: Town of Newburgh

Federal ID Tax Number: 14-6002330

Type of Applicant: (check all that apply): Public Agency Private, For Profit
 Private, Not-For-Profit Other (specify): _____
 Minority/Women Owned (entity with ownership of 50% or more by minority and/or women)

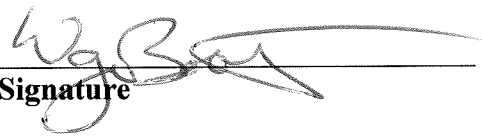
Name and Title of Official to Whom Checks may be Forwarded:

Name: Wayne C. Booth Title: Supervisor
Address (if different from applicant address): 1496 Route 300, Newburgh, NY 12550

Name and Title of Official Authorized to Sign for Applicant:

Name: Wayne C. Booth Title: Supervisor

Signature: (Use ink – "Per" signatures are not acceptable)


Signature

09/28/11
Date

Agency Name: Town of Newburgh Recreation**SUBCONTRACTOR NARRATIVE****INTRODUCTION**

1. Provide in narrative form a brief but descriptive background of the applicant agency including the services it provides and its qualifications to perform the proposed service(s) through Office for the Aging funding.

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

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

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

3. When was the applicant agency established? (month and year) July 1975

4. When was the agency last audited? 08/02/11 Period covered: 4/01/10-3/31/11

(A copy of the audit MUST accompany this application.)

5. List here, or attach, an organizational chart showing all functional units of the applicant agency.

See attachment.

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

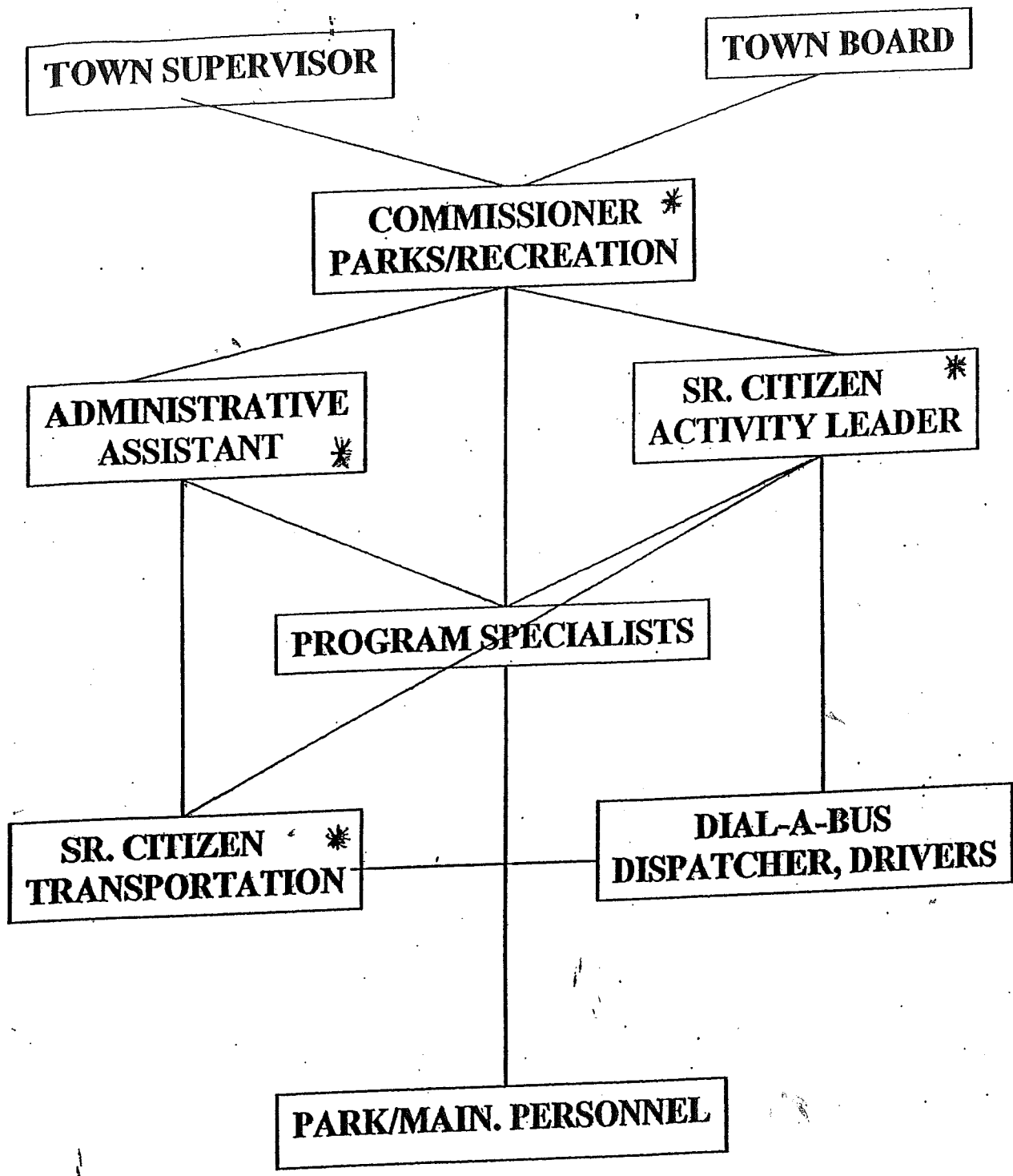
7. List agencies with which the applicant agency has written agreements on file.

Orange County Office for the Aging
RSVP

PROBLEM STATEMENT/NEED(S) ASSESSMENT

8. Detail the applicant agency's reason(s) for submitting this application. Explain what problem(s) will be addressed by operating a senior transportation program, the planned destinations and how the destinations were chosen.

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



Agency Name: Town of Newburgh Recreation

9. Is this a new project? YES _____ NO X _____

If "YES," describe the major steps necessary to get this project fully operational and include a brief timetable, including the projected start-up date:

10. Is the project handicapped accessible? YES X _____ NO _____

If "YES" please check special facilities:

_____ ramp _____ hydraulic lift
_____ special fixtures _____ X other

If "other" please specify: Alternate Town of Newburgh vehicles are available which are handicapped accessible.

If "NO" how does the applicant agency intend to serve the handicapped elderly (i.e. special assistance or services)?

PROGRAM OBJECTIVES

11. Describe the problem-related outcomes (goals/end results) the applicant organization proposes to achieve as the result of providing this transportation service. Include how this project will work with other similar or related programs within the County to fill service gaps for the elderly.

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

12. Describe the geographic area to be served by the project, including any service limitations, if applicable.

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

13. Identify the specific days of the week and specific hours per day the transportation will be available.

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

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

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

METHODS

15. List the methods (also known as steps/strategies/activities/ procedures) the applicant entity will use to achieve each of the program objectives outlined above.

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

16. What special activities does the applicant agency propose to serve low-income minority elderly?

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

Agency Name: Town of Newburgh Recreation

17. Estimate total unduplicated elderly aged 60+ to be served: 50

- | | | | |
|--------------------------|-----------|---------------|-----------|
| a. # age 60+ | <u>50</u> | h. # AI/AN | <u>0</u> |
| b. # low income | <u>26</u> | i. # Asian | <u>2</u> |
| c. # low income minority | <u>19</u> | j. # B/Af Am | <u>10</u> |
| d. # disabled/frail | <u>20</u> | k. # NH/OPI | <u>0</u> |
| e. # age 75 -84 | <u>18</u> | l. # H/Latino | <u>8</u> |
| f. # 85+ | <u>15</u> | m. #White | <u>30</u> |
| g. # lives alone | <u>21</u> | | |
- TOTAL UNDUPLICATED: 50**
(Total of h. through m.; MUST equal a.)

AI/AN = American Indian/Alaskan Native NH/OPI = Native Hawaiian/Other Pacific Islander

B/Af Am = Black/African American H/Latino = Hispanic/Latino

18. Complete the chart below indicating proposed contractual service(s).

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

(1) SERVICE	(2) UNITS OF SERVICE	(3) UNIT COST	(4) TOTAL COST	(5) UNDUPLICATED ELDERLY SERVED
Van Transportation	3,000	11.70	\$35,100	50

TOTAL APPLICATION COST: \$35,100
(Must match TOTAL BUDGET)

Agency Name: Town of Newburgh Recreation

EVALUATION

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

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

FUTURE AND OTHER NECESSARY FUNDING

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

Town of Newburgh annual budget process.*

21. Describe the applicant organization's plan for continuing the proposed program/project beyond the funding period outlined by the Office for the Aging.

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

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

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

Agency Name: Town of Newburgh Recreation

23. Will there be a proposed contribution schedule (i.e. \$1.00 per one-way trip for transportation)? YES X NO _____

If yes, indicate the proposed amount: \$0.75

24. Contributions must not be tracked to the individual making the contribution. How will this confidentiality be assured?

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

25. All OFA funded programs are required to identify the funding source(s) and/or program sponsors. If funded, the agency will be required to have the following statement included in written program materials and/or as a sign on transportation vehicles; "***This program is partially funded by the New York State Office for the Aging, and the Orange County Office for the Aging.***" How will the agency comply with this requirement?

Decals are adhered to the outside of the vehicle(s) as well as being posted inside the vehicle(s).

Agency Name: Town of Newburgh Recreation

STAFFING PLAN

26.

COMPLETE THIS CHART FOR THE PROPOSED PROJECT

Identify Each Position Individually By Title	# hours per week for this program	Please put an X if Staff Member is: **									If New, Date Position To Be Filled	
		Sex		Age		B	HIS	W	AM IND	ASIAN		D/F
		M	F	Under 60	Over 60							
Administrative Assistant	1		X	X				X				
Acting Senior Citizen Activities Leader	1.5		X	X				X				
Recreation Aide	3.5		X	X				X				
Chauffeur #1	12		X	X				X				
Chauffeur #2	10	X			X			X				

**M=male; F-female; B=black; HIS=hispanic; W=white;
 Am. Ind=American Indian; D/F=disabled/frail

Agency Name: Town of Newburgh Recreation

27.

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

Job Title: Administrative Assistant

Annual Salary: \$33,550 Hourly Salary: \$16.13

Minimum Qualifications:

See attached job description.

Job Description:

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

CLASS TITLE: ADMINISTRATIVE ASSISTANT

TITLE #: 1015

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

TYPICAL WORK ACTIVITIES:

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

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

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

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

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

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

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

Responsible for various statistical and financial reports as required;

Furnishes routine information either in person, or via telephone;

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

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

May administer programs of the department.

-continued-

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

MINIMUM QUALIFICATIONS: Either:

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

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

JURISDICTIONAL CLASSIFICATION: Competitive

Agency Name: Town of Newburgh Recreation

27.

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

Job Title: Acting Senior Activities Leader

Annual Salary: \$26,159 Hourly Salary: \$14.37

Minimum Qualifications:

See attached job description.

Job Description:

COUNTY OF ORANGE
MUNICIPAL/SCHOOL
JOB CLASSIFICATION SPECIFICATION

CLASS TITLE: Senior Citizens Activity Leader

TITLE #: 1586

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

TYPICAL WORK ACTIVITIES:

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

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

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

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

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

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

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

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

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

May obtain bids from vendors and purchase office supplies;

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

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

May operator a computer and perform incidental typing;

May be required to attend First Aid/CPR training.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

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

MINIMUM QUALIFICATIONS: Either:

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

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

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

27.

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

Job Title: Chauffeur (2 positions)

Annual Salary: (1) \$11,236 (2) \$13,976 Hourly Salary: (1) \$12.48 (2) \$13.43

Minimum Qualifications:

See attached job description.

Job Description:

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

CLASS TITLE: Chauffeur

TITLE #: 1123

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

TYPICAL WORK ACTIVITIES:

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

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

MINIMUM QUALIFICATIONS: None are required.

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

JURISDICTIONAL CLASS: Non-Competitive

ADOPTED: UNKNOWN

REVISED: 12/31/80

REVISED FOR MUNICIPALITIES: 11/28/84

REVISED: 02/14/01 kmg

REVISED: 01/10/05 ag

Agency Name: Town of Newburgh Recreation

27.

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

Job Title: Recreation Aide

Annual Salary: \$24,658 Hourly Salary: \$13.54

Minimum Qualifications:

See attached job description.

Job Description:

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

CLASS TITLE: RECREATION AIDE

TITLE #: 1520

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

TYPICAL WORK ACTIVITIES:

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

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

Assists the referee or other officials at athletic events;

Chaperon trips and other group activities away from recreation centers;

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

Keeps records of attendance, activities, equipment, etc;

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

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

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

May repair and paint equipment.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

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

MINIMUM QUALIFICATIONS: None

Jurisdictional Classification: Non-Competitive

02/14/05

SUBCONTRACTOR BUDGET

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

AREA AGENCY: ORANGE COUNTY OFFICE FOR THE AGING

Agency Name: Town of Newburgh Recreation Department

Address 311 Rte. 32, Newburgh, NY 12550

CONTRACT PERIOD: From: April 1, 2012 To: March 31, 2013

BUDGET CATEGORY	A. TOTAL BUDGET
1. Personnel	\$ 20,195.00
2. Fringe Benefits	\$ 1,075.00
3. Consultants	\$ 0.00
4. Equipment	\$ 1,740.00
5. Travel	\$ 4,800.00
6. Rent	\$ 490.00
7. Communications	\$ 480.00
8. Printing & Supplies	\$ 320.00
9. Other Expenses	\$ 6,000.00
10. Subcontracts	\$ 0.00
11. TOTAL BUDGET (lines 1-10)	\$ 35,100.00
12. Less Anticipated Income	\$ 2,000.00
13. NET TOTAL (line 11 minus line 12)	\$ 33,100.00
14. Area Agency Funds	\$ 20,759.00
15. Subcontractor Funds	\$ 12,341.00

28.1 Personnel	Annual Salary	CSE		OTHER SOURCES		TOTAL	
		%	Amount	%	Amount	%	Amount
Name <u>Donna Burgess</u> Title <u>Admin. Assistant</u> Location <u>Newburgh</u>	\$33,550	3	\$ 1,006				
Name <u>Patricia Gida</u> Title <u>Acting Sr. Activities Leader</u> Location <u>Newburgh</u>	\$26,159	5	\$ 1,308				
Name <u>Beth Yano</u> Title <u>Chauffer</u> Location <u>Newburgh</u>	\$11,236	75	\$ 8,427				
Name <u>Neil Warren</u> Title <u>Chauffer</u> Location <u>Newburgh</u>	\$13,976	50	\$ 6,988				
Name <u>Amanda Weidkam</u> Title <u>Recreation Aide</u> Location <u>Newburgh</u>	\$24,658	10	\$ 2,466				
Name _____ Title _____ Location _____							
Name _____ Title _____ Location _____							
Name _____ Title _____ Location _____							
TOTAL CSE Amount:	xxxxxxx xxxxxxx		\$20,195		xxxxxxx xxxxxxx		xxxxxxx xxxxxxx

Agency Name: Town of Newburgh Recreation

28.2 Fringe Benefits:				
Composite Percentage <u>22.5</u> %				\$ 1,075.00
28.3 Consultants:				
Consultant (Last Name & Title for Each Entry)	Type of Service	Unit Cost (Rate/Hr)	# OF UNITS (Hours/Sessions)	Amount
N -----				\$
T -----				\$
TOTAL				\$0.00
28.4 Equipment: List only equipment having a unit cost of \$1,000 or more. For all equipment rentals attach a copy of agreement.				
Item and Description	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to program
Base Station	1	--	\$780	\$ 780.00
Vehicle Radios	2	--	\$960	\$ 960.00
TOTAL				\$1,740.00
28.5 Travel: (Staff, Volunteers, Advisory Committee)*				
Mileage _____ miles @ _____ cents per mile	\$			
Lodging and meals @ _____ per diem	\$			
Public Transportation	\$			
Gasoline and Oil	\$	4,800.00		
Other Travel Costs (Specify)	\$			
_____	\$			
_____	\$			

28.6 Rent:	
1) Address <u>311 Rte. 32, Newburgh, NY 12550</u> Owner <u>Town of Newburgh</u> Square Footage <u>245</u> @ \$ <u>4.00</u> /sq. ft. Check if In-Kind (<input checked="" type="checkbox"/>) Monthly Rental \$ _____ x 12 = \$ _____ Utilities \$ _____ Janitorial Service \$ _____ Maintenance-in-lieu of rent \$ _____	
2) Address _____ Owner _____ Square Footage _____ @ \$ _____ /sq. ft. Check if In-Kind (<input type="checkbox"/>) Monthly Rental \$ _____ x 12 = \$ _____ Utilities \$ _____ Janitorial Service \$ _____ Maintenance-in-lieu of rent \$ _____	
Use extra sheets if there are more than 2 rental properties – complete same information	
TOTAL	
\$ 490.00	

28.7 Communications:	
Telephone: Briefly describe telephone equipment (own/rent) and service and payment method (direct monthly charges from telephone company or chargeback by sponsor, plus toll calls).	
Telephone: \$ <u>480.00</u>	
Postage: \$ _____	
TOTAL	
\$ 480.00	

28.8 Printing & Supplies:		
Printing: Description of Item <u>Copies and Fliers</u>	Amount \$ 320.00	
_____ _____	_____ _____	
Supplies: Office, Program, Janitorial \$ _____		TOTAL
		\$ 320.00

28.9 Other Expenses: (List specific items and cost)			
Insurance	\$ _____	Data Processing:	\$ _____
Bonding	\$ _____	Photocopying	\$ _____
Equipment Maintenance & Repair	\$ _____	Conference, Seminars and Training Funds	\$ _____
Vehicle Maintenance and Repair	\$ <u>6,000</u>	Audits	\$ _____
Membership, Subscription	\$ _____	Other (specify)	\$ _____

Minor Alterations & Renovations	\$ _____		\$ _____

			TOTAL
			\$6,000.00

Agency Name: Town of Newburgh Recreation

28.10 Subcontracts: List each contract and cost.		
Subcontractor	Cost	
Total Number of Subcontracts: _____ TOTAL		\$ 0.00
28.11		\$ 35,100.00
Total Budget		
28.12 Contributions/Anticipated Income		
Less Anticipated Income TOTAL		-\$ 2,000.00
28.13		
Net Total		\$ 33,100.00
28.14		
Area Agency Funds (from Office for the Aging) TOTAL		\$ 20,759.00
28.15 Subcontractor Funds:		
Source	Amount	Check if In-Kind
Town of Newburgh	\$ <i>12341</i>	
	\$	
	\$	
TOTAL		\$ 12,341.00

ATTACHMENT I

STANDARD ASSURANCES

Town of Newburgh submits herewith this application proposal as
(CONTRACTOR)
required, and assures that all its activities under the application conform with all applicable Federal, State and Local laws, and with Federal and State regulations, and with program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) and the Orange County Office for the Aging (OCOFA) that apply to such activities:

Federal Statutes, Regulations and Policies

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et seq.)
2 CFR Part 225 (Cost Principles for State and Local Governments)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 76 (Suspension and Debarment)
45 CFR Part 84 (Nondiscrimination on the Basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grants and
Cooperative Agreements to State and Local Governments)
45 CFR 93 (New Restrictions on Lobbying, see 91-PI-5 (1/24/91))
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs
on Aging)
45 CFR Part 1321.61 (b) (4) (Support of State Title VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621 et seq.)
Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.; see 92-PI-32
(8/04/92))
Civil Rights Act of 1964, Subchapter VI, as amended (42 U.S.C. 2000-d et seq.)
Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e, et. Seq.)
Opportunity Act of 1972 (42 U.S.C. 2000e, et seq.)
Equal Pay Act of 1963, as amended (29 U.S.C. 206)
Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8601, et seq.)
Rehabilitation Act of 1973, Section 504 (29 U.S.C. 794, Nondiscrimination)
Single Audit Act Amendments of 1996 (31 U.S.C. 7501, et seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Sections 250.42 and 250.12 (b))
Office of Management and Budget (OMB):
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform Administrative Requirements for Grants and
Cooperative Agreements with State and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and
Other Agreements with Institutions of Higher Education and Other Non-
Profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit
Organizations)

Federal Executive Order 11246, as amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions): and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
Executive Order 13166 (Improving Access to Services for Persona with limited English Proficiency)

State Statutes, Regulations and Policies

Article 19-J of the Executive Law

New York State Elder Law
New York State Office for the Aging Rules and Regulations (9NYCRR Parts 6651, 6652, 6653, 6654, and 6655)
Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation, and Other Factors)
Executive Law, Article 15A (Minority/Women's Business Contract Requirements)
Elder Law, Section 218 (Establishes Basic Requirements for Long Term Care Ombudsman Programs under the Older Americans Act)
Public Officers Law (Defense and Indemnification of Representatives of the State Long Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and Reporting Provisions Required of Charitable Organizations)
Expanded In-Home Services for the Elderly Program (EISEP) Standards (87-pi-66 [10/21/87])
New York State Office for the Aging Nutrition Program Standards (90-PI-26 [5/17/90] 05/17/90)
Legal Assistance Standards (94-PI-52 [12/29/94])
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)

Standard Assurances - General

1) **Targeting.** CONTRACTOR, to the maximum extent feasible, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the Orange County Office for the Aging (OCOFA) for providing services to the above groups.

2) **Contributions.** CONTRACTOR shall provide participants an opportunity to voluntarily contribute to the cost of the service received, that no mandatory fee shall be established for services under the approved program, and shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the OAA. The CONTRACTOR agrees to comply with all OCOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all

contributions. All procedures regarding contributions are subject to prior approval by the OCOFA. Contributions for special events (i.e., special training sessions, trips, etc.) shall be at a higher suggested rate than the regular suggested contribution amount.

3) **Client Needs.** CONTRACTOR shall assist participants in taking advantage of benefits under other programs.

4) **Non-duplication.** CONTRACTOR assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.

5) **Reporting.** The CONTRACTOR shall provide the OCOFA with timely information needed to satisfy reporting requirements as specified by OCOFA;

6) **Record Retention and Accessibility.** The CONTRACTOR agrees to maintain appropriate records and to retain them for six years after final payment is made. The CONTRACTOR agrees to provide access to all books for examination, documents and all pertinent materials related to the contract to authorized representatives of the Administration on Aging (AoA), the New York State Comptroller or his representatives and staff of NYSOFA and/or the OCOFA.

7) **Confidentiality.** CONTRACTOR agrees that, to the extent it maintains personal information relating to applicants or recipients of services pursuant to the contract, such information will be kept confidential and shared with the OCOFA; or with other entities upon the consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by federal or state laws.

8) **OCOFA Funding Liability.** The CONTRACTOR agrees that all payments to be made under this contract are subject to the availability of Federal/State funds and OCOFA shall have no liability to the CONTRACTOR beyond the amounts made available in the Federal and State Budgets

9) **Funding Management.** The CONTRACTOR assures there is an internal control structure to provide reasonable assurance that it is managing awarded funds in compliance with applicable laws, regulations and contract terms, and that it safeguards funds. In performing reviews, independent auditors will rely upon work performed by the CONTRACTOR's internal auditors to the maximum extent possible.

10) **Service Needs.** CONTRACTOR agrees that it shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the OCOFA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

11) **Due Recognition:** CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA, OCOFA, and as appropriate AoA. CONTRACTOR agrees that all materials developed by the CONTRACTOR in connection with programs funded under this plan

shall be the property of OCOFA. OCOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.

12) **Public Information:** CONTRACTOR shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this contract are effectively and appropriately disseminated throughout the service delivery area with copies provided to the OCOFA. The CONTRACTOR shall provide information to the public upon request. Where appropriate, the CONTRACTOR shall make public information available in the primary languages of the client populations. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.

13) **Limited English Proficiency:** The CONTRACTOR agrees to comply with 87-PI-8 [2/5/87], and in each service delivery area in which a substantial number of older adults of limited English proficiency reside, the CONTRACTOR shall:

A. utilize in the delivery of outreach services under section 306(a)(2)(A), the services of workers who are fluent in the language spoken by a predominant number of such older adults who are of limited English proficiency and

B. designate an individual employed by the CONTRACTOR, or available to such CONTRACTOR on a full-time basis, whose responsibilities will include:

1) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults in participating in programs and receiving assistance under the OAA; and

2) provide guidance to individuals engaged in the delivery of supportive services under this contract to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences.

14) **Equal Access to and Propriety of Services:** With regard to any activities/services it supports, sponsors or provides under this Plan, the CONTRACTOR shall:

A. Serve any older adults and ensure equal access for participation, services, activities, and informational sessions without regard to Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of Domestic Violence;

B. Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this contract shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;

C. Refrain from using funds to advance any partisan candidate or effort; however, the CONTRACTOR shall ensure that its agency grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 [9/24/02];

- D. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
- E. Refrain from and prohibit any others receiving funds under this contract for services or activities for older adults from attempting to coerce or advise other persons to contribute anything of value to a party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;
- F. Conduct periodic evaluations on activities carried out under this contract.

15) **Coordination of Services with other Government Programs:** The CONTRACTOR assures that those to be served under this contract are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the CONTRACTOR has in effect an agreement providing for reimbursement from the appropriate funding source for such services.

16) **Licensure and Certification:** The CONTRACTOR shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of services, the CONTRACTOR shall be so licensed or certified. Workers delivering services funded under this contract must be appropriately qualified, selected, trained and supervised.

17) **The CONTRACTOR:**

- a) Assures there is an internal control structure to provide reasonable assurance that it is managing awarded funds in compliance with applicable laws, regulations and contract terms, and that it safeguards funds. In performing reviews, independent auditors will rely upon work performed by the provider's internal auditors to the maximum extent possible.
- b) Assures that it shall comply with the reporting requirements as set forth by the OCOFA.
- c) Assures that it shall submit for approval to the OCOFA necessary documentation for changes, additions, or deletions to the approved program.
- d) Assures it shall file claims for all payments on a timely basis in accordance with procedures promulgated by the OCOFA.
- e) Assures it shall provide the OCOFA with timely information needed to meet planning, coordination, evaluation and reporting requirements by the OCOFA.
- f) Assures that funds received under the Older Americans Act shall not be used to pay any part of a cost (including and administrative cost) incurred by it to carry out a contract or commercial relationship that is not carried out to implement the Older Americans Act.
- g) Assures that preference in receiving services under the Older Americans Act shall not be given by the provider to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement the Older Americans Act.

- h) Assures it shall provide the opportunity to file a grievance should they be dissatisfied with or denied services funded with Older Americans Act funds.
- i) Assures that it will cooperate and assist in any efforts undertaken by the OCOFA, the NYSOFA or the AoA to evaluate the effectiveness, feasibility and costs of activities under the approved program.
- j) Assures that no information about, or obtained from, any individual receiving services under this contract shall be disclosed in a form identifiable with the individual without the informed consent of such individual. The CONTRACTOR assures it understands and accepts that the OCOFA must have access to information necessary to fulfill monitoring objectives.
- k) Assures that, when the local match provided by the CONTRACTOR is in-kind in nature (i.e., a percentage of program supervisor's or director's time), documentation will be maintained that reflects the actual working hours contributed to the approved program.
- l) Assures that no employee of the provider under the approved program shall accept any gratuity or tips.

ATTACHMENT II

ALLOWABLE COSTS

Allowable costs for OFA subcontractors are described by the Office of Management and Budget Circular A-122 as follows (revised 5/10/2004):

All cost reimbursement subawards (subgrants, subcontracts, etc.) are subject to those Federal cost principles applicable to the particular organization concerned. Thus, if a subaward is to a non-profit organization, this Circular shall apply; if a subaward is to a commercial organization, the cost principles applicable to commercial concerns shall apply; if a subaward is to a college or university, Circular A-21 shall apply; if a subaward is to a State, local, or federally-recognized Indian tribal government, Circular A-87 shall apply.

A brief description follows the category items as to allowable costs and corresponding documentation.

PERSONNEL

"...includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement..." Payroll must be supported by time and attendance or equivalent records for individual employees. Salaries and wages of employees chargeable to more than one grant program or other cost object will be supported by appropriate time distribution records.

Documentation: Monthly Payroll Certification

FRINGE BENEFITS

Employee benefits in the form of employer contributions or expenses for Social Security, employee life and health insurance, unemployment insurance, workmen's compensation, pension plans, severance pay.

Documentation: Paid bills including the allocation breakdown of benefits for those employees whose salaries are partially funded by the program.

CONSULTANTS

Such costs are allowable to the extent that:

- 1) their work is not supervised
- 2) they have no principal workstation at the subcontractor office
- 3) they have other outside forms of employment
- 4) they have a contract or agreement

EQUIPMENT

Purchases made specifically for grant program are allowable at cost less discounts, rebates, and/or allowances.

Documentation: paid bills

TRAVEL

Allowable expenses include the cost of gas and oil used in the operation of the senior citizen buses (less applicable federal and state taxes); and the cost of employee travel from work station to client's home and return when making home visits at the rate stated in the contracted budget.

Documentation: paid bills with completed charge slips or cash receipts for gas and oil.

For employee travel, a completed travel log showing odometer readings (beginning and end of trip), client's name, date and place of destination.

RENT

Allowable to cover rental of garage space and/or utilities for the senior citizens buses and/or office space as described in the contracted budget.

Documentation: paid bill if renting from third party or statement from subcontractor director.

COMMUNICATIONS

Telephone and postage costs are allowable to the extent described in the contracted budget.

Documentation: paid bills, receipts

PRINTING AND SUPPLIES

Allowable to the extent of the needs of the program (described in the contracted budget).

Documentation: paid bills, receipts

OTHER

Includes liability insurance, vehicular maintenance and repairs; audit fees as described in the contracted budget.

Documentation: paid bills



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MT

DATE (MM/DD/YYYY)

07/19/11

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 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 William A. Smith & Son, Inc. 380 Broadway Newburgh, NY 12550 William A Smith & Son, Inc	845-561-1706 845-561-1697	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: PRODUCER CUSTOMER ID #: TOWN0-7
INSURED: Town Of Newburgh 1496 Rte 300 Newburgh, NY 12550	INSURER(S) AFFORDING COVERAGE INSURER A: U.S. Specialty Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 SUMM INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X	CPKG80320021	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5000/10000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	CPKG80320021	07/01/11	07/01/12	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"/> EXCESS LIAB DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	CPKG80320021	07/01/11	07/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
	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				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Orange is named as additional insured as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
COUNT-4 County of Orange c/o Office For The Aging 18 Seward Ave Middletown, NY 10940	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 <i>John H. Smith, Sr</i>

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 1486 Route 300 Newburgh, NY 12550	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" Wayne Booth (845) 665-4554
	1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"
1b. Effective Date of Membership in the Group 04/01/2008	
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 Office for the Aging 18 Seward Ave Middletown, NY 10940 RE: Proof of Workers' Compensation Coverage; The Town of Newburgh Recreation Department; Policy Period 4/1/2011 - 4/1/2012	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

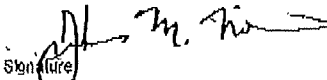
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. 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: John Nielsen, President
(Print name of authorized representative of the Group Self-Insurer)

Certified by:  11/08/2011
Signature Date
 Title: President

Telephone Number: 1-888-737-6269

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) TOWN OF NEWBURGH 1496 ROUTE 300 NEWBURGH, NY 12550	1b. Business Telephone Number of Insured 845-566-7785 1c. NYS Unemployment Insurance Employer Registration Number of Insured 0460696 1d. Federal Employer Identification Number of Insured or Social Security Number 146002330
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Orange c/o Office of the Aging 18 Seward Avenue Middletown, NY 10940	3a. Name of Insurance Carrier HARTFORD LIFE INSURANCE CO. 3b. Policy Number of entity listed in box "1a": LNY601614 3c. Policy effective period: 10-01-2011 to 09-30-2012

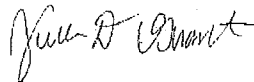
4. Policy covers:

- a. All of the employer's employees eligible under the New York Disability Benefits Law
b. Only the following class or classes of the 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 Benefits insurance coverage as described above.

Date Signed 10-03-2011

By



(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (800) 454-7020

Title Manager

IMPORTANT: If box "4a" is 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" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" 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 Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____

Title _____

Please Note: Only insurance carriers licensed to write NYS disability 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.**

10.HIGHWAY DEPARTMENT:

- A. Spring Leaf and Brush Pick-Up**
- B. Authorization for Seasonal Employees**

APR - 2 2012

102



HIGHWAY DEPARTMENT


90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177

FAX 845-561-8987

DARRELL BENEDICT
HIGHWAY SUPERINTENDENT

TODD DEPEW
DEPUTY HIGHWAY SUPERINTENDENT

TO: Wayne C. Booth, Supervisor & Town Board Members
FROM: Darrell Benedict, Highway Superintendent 
DATE: March 27, 2012
RE: Spring Leaf and Brush Pick-up

I would like to get the approval to have the attached letter published in the local newspapers to inform the Town Residents of the Spring pick-up schedule. Pick-up will be for the week of April 30, 2012 to May 3, 2012 and May 4, 2012 for calls.

If you have any questions you may feel free to contact me in my office.

DB/ch

cc: Andrew Zarutskie, Town Clerk



TOWN OF NEWBURGH RESIDENTS LEAF AND BRUSH PICKUP – SPRING OF 2012

Town trucks will pick up bagged leaves and brush tied in bundles no larger than four (4) feet. Leaves will be in CLEAR BAGS ONLY BY ORDER OF TOWN BOARD. CLEAR BAGS are available at many retail outlets & stores in the Greater Newburgh area. Leaves bagged with DIRT AND STONE mixed in will NOT be picked up. Bagged leaves and bundled brush must be placed at the curb no later than 7:00 a.m. on the day of pickup in your area. Town trucks will not return to any area following the designated pickup date.

Mon-April 30, 2012 North side of Rte 52. East side of Plattekill Turnpike/NYS Rte 32.

Tue-May 1, 2012 South side of Rte 52. East side of Union Ave/NYS Rte 300.

Wed-May 2, 2012 South side of Rte 52. West side of Union Ave/NYS Rte 300.

Thur-May 3, 2012 North side of Rte 52. West side of Plattekill Turnpike/NYS Rte 32.

A leaf and brush recycling bin is available to the public at the Town of Newburgh Highway Department at 90 Gardnertown Road, Newburgh. Hours are Monday thru Friday 7:00am to 3:00pm.

Gil Piaquadio, Councilman
Ernest Bello, Councilman

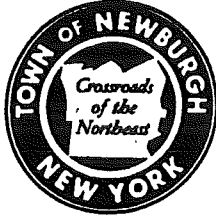
Wayne C. Booth, Supervisor

George A. Woolsey Sr., Councilman
Elizabeth J. Greene., Councilwoman

BY ORDER OF THE TOWN BOARD, Andrew J. Zarutskie, Town Clerk

APR - 2 2012

103



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

DARRELL BENEDICT
HIGHWAY SUPERINTENDENT

TODD DEPEW
DEPUTY HIGHWAY SUPERINTENDENT

TO: Wayne C. Booth, Supervisor & Town Board Members
FROM: Darrell Benedict, Highway Superintendent (DB)
DATE: March 21, 2012
RE: Seasonal Employees

I am requesting permission to be able to interview for 6 seasonal employees who be able to work from May through October. If you have any questions feel free to contact me.
Thank you

DB:ch
cc: Charlene Black, Personnel Department

11.RECREATION:

- A. Hiring of Recreation Aide**
- B. Hiring of Three (3) Seasonal Laborers**

APR - 2 2012



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

11a

PERSONNEL DEPT.

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

To: Supervisor Booth
Town Board Members
Jackie Calarco, Town Accountant

From: Charlene M Black, Administrative Aide

A handwritten signature in black ink, appearing to be "C. Black", is written next to the name in the "From:" line.

Date: March 27, 2012

Re: Recreation Aide Position

Please see attached the recommendation from Robert Petrillo, Commissioner, to fill the vacant position of Recreation Aide. His recommendation is for Jason Szeli. Mr. Szeli will need to fill out a new application and complete paperwork and have a Random Drug/Alcohol Test done. The proposed date to start full time is April 5, 2012. Thank you in advance.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

March 22, 2012

TO: Wayne Booth, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Hiring Recreation Aide

At this time I have completed the interview process for the Recreation Aide position. All three candidates were interviewed on March 21st.

I would like to request your approval to hire Mr. Jason Szeli for this position starting April 5th.

Mr. Szeli will be hired at the rate of \$13.1536/hour per the CSEA contract for a 35 hour per week employee. The salary for this position is in the budget under account 7310-0100.

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner



APR - 2 2012

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

WAYNE C. BOOTH
Supervisor

845-564-4552
Fax 845-566-9486
email: townsupervisor@hvc.rr.com

To: Supervisor Booth
Town Board Members
Jackie Calarco, Town Accountant

From: Charlene M Black, Administrative Aide

Date: March 27, 2012

Re: Recreation Seasonal Employees

Please find attached a request from Robert Petrillo, Commissioner of Parks & Recreation and Conservation for the hiring of three (3) seasonal laborers. Two are returnees (Nicole Somer and Anthony Ponesse). All will need to complete paperwork and Daniel Crisci will need to be fingerprinted. Thank you for your time in this matter.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

March 22, 2012

TO: Wayne Booth, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Request to Hire Seasonal Laborers

Please find below the names and suggested salaries for the Recreation Department's seasonal laborers for which we are requesting approval at this time.

<u>NAME</u>	<u>POSITION</u>	<u>PAY</u>	<u>BUDGET</u>	<u>SEASON</u>
		\$		
CRISCI, DANIEL	LABORER	7.25	7140	4/05-10/05
PONESSE, ANTHONY	LABORER	7.77	7140	4/05-10/05
SOMER, NICOLE	LABORER	7.77	7140	4/05-10/05

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

12.WATER DISTRIBUTION: Promotion to Senior Maintenance Worker



APR - 2 2012

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

12

PERSONNEL DEPT.

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

To: Town Supervisor
Town Board Members
Jackie Calarco, Town Accountant

From: Charlene M Black, Administrative Aide

Date: March 27, 2012

Re: Promotion

Please find attached Les Cornell's recommendation for the promotion of Derek DeGroat.

Mr. DeGroat will need to fill out a new application. His salary will be according to the

Union contract which is Step 17 effective April 5, 2012.



TOWN OF NEWBURGH

1496 ROUTE 300, NEWBURGH, NEW YORK 12550

Les Cornell
Director of Buildings & Grounds

Ph: 845-564-4556
Fax: 845-566-1432

ACTING WATER SUPERVISOR

To: Wayne C Booth, Town Supervisor ✓
Town Board Members
James Osborne, Town Engineer
Jackie Calarco, Town Accountant
Charlene Black, Personnel

From: Les Cornell, Acting Water Supervisor

Date: March 27, 2012

Re: Senior Water Maintenance Worker Posting

The Posting of March 5, 2012 produced four names:

Karl Doderer
Hasan Gray
Derek DeGroat
Justin O'Keeffe

I have interviewed each applicant and have made my decision. The most qualified person to be promoted to this position would be Derek DeGroat. That is my recommendation at this time.