

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

AGENDA

AUDIT/WORKSHOP TOWN COUNCIL MEETING
Wednesday, September 4, 2013
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. UNSAFE BUILDINGS UPDATE: 408 Carter Avenue
7. POLICE:
 - A. Purchase of Equipment/Network Reconfiguration
 - B. Hiring of Part Time Officer(s)
8. ASSESSOR:
 - A. Hiring of Clerk
 - B. Certiorari Settlement: Show Time Cinemas
9. PARKS AND RECREATION: Capital Project for Bathroom Facilities at Chadwick Lake
10. STORAGE CONTAINER LOCAL LAW: Review
11. REGISTRAR: Deputy
12. ORANGE COUNTY LEASE AUTHORIZATION: for 2 Dial a Bus Vehicles
13. ENGINEERING:
 - A. Award of Contract for Laurie Lane Water Main Extension
 - B. Mill House Road : Proposal for Geo-technical Services
14. DATA PROCESSING: GIS Software by SCA
15. POSSIBILITY OF EXECUTIVE SESSION:
 - A. Dynege Bankruptcy
 - B. Hickory Shadow Bonds—Arch Insurance Company (Possible Litigation)
16. ADJOURNMENT

5. AUDIT

AUDIT # 16
9/4/2013
VOUCHERS: 133473 to 133636

Audit Date: September 4, 2013

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>
133508	Mid hudson mack	28.73
133509	Mid hudson mack	534.06
133524	Schmidts wholesale	9,532.95
133531	Val u office	1,511.68
133534	Amthor welding	2,333.00
133536	Arkel motors	7,920.93
133567	Mid hudson mack	7,268.78
133568	Mid hudson mack	85.31
133569	Mid hudson mack	125.45
133570	Mid hudson mack	4,935.89
133571	Mid hudson mack	13.77
133572	Newburgh winwater	460.82
133573	Newburgh winwater	425.00
133619	NY Communication	142.50

Dated: _____

Andrew J. Zarutskie, Town Clerk

Town Board:

Exceptions:

AUDIT # 16

September 4, 2013

VOUCHERS: 133473 to 133636

FUND	REGULAR	PREPAID
GENERAL	\$ 121,608.44	\$ 396.89
TRUST & AGENCY	4,877.08	-
STREET LIGHTING	-	-
HIGHWAY	39,455.01	-
WATER	19,357.02	10,861.34
SEWER	4,586.76	-
WATER CAPITAL	14,559.26	-
SEWER CAPITAL	-	-
HIGHWAY CAPITAL	-	-
GENERAL CAPITAL	-	-
SPECIAL DISTRICT	-	-
TOTAL	\$ 204,443.57	\$ 11,258.23
GRAND TOTAL	<u>\$ 215,701.80</u>	

6. UNSAFE BUILDINGS UPDATE: 408 Carter Avenue

NO INFORMATION AVAILABLE AT THIS TIME

7. POLICE:

- i. Purchase of Equipment/Network Reconfiguration**
- ii. Hiring of Part Time Officer(s)**

SEP 4 2013 AUG - 5 2013

7a HB



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief Michael Clancy

(845) 564-1100

July 29, 2013

To: Town Board

From: Chief Michael Clancy

Subject: Equipment Proposal

The Police Department's 2013 budget included funding for five marked police vehicles. As manpower has not increased the mileage on the current fleet has not significantly increased. In fact, the mileage being put on the marked vehicles has declined so much that we are just now putting marked vehicles purchased in 2012 in service. With that being said, we will not need two of the marked vehicles budgeted for 2013. Those two vehicles and associated equipment would average \$58,000.00.

I am requesting to use that money for equipment imperative to the operation of the Police Department. The equipment proposed is as follows:

- 1. Radio & Telephone Recording System:** The current recording system has not been working for several weeks. The system is old and we do not have a maintenance contract at this time. We have had requests from the District Attorney's Office, Defense Attorneys and Courts for recordings of radio transmissions and telephone conversations that we have not been able to provide due to the system not working. In addition, we are unable to properly investigate personnel complaints when related to a radio transmission or telephone call. These problems have the potential to put added liability on the Town should there be a question about police response to a call for service.

We are requesting to purchase a Verint Audio Log Recording System. This item is on state bid with a purchase price of \$17,879.00, which includes five years of maintenance.

(State Bid)

- 2. Network Reconfiguration:** Network reconfiguration is necessary to safeguard our computer systems, allow more efficient use of computers installed in patrol



business electronics, inc.

Recording System
(for phones + radios)

1492 Highland Ave., Unit 4, Rte. 10
Cheshire, CT 06410

Tel: 203-272-5337
Fax: 203-271-3616
Web: www.belinc.com

Solution Overview

For

Newburgh Town Police Department

Business Electronics, Inc. will install, test, train, warrant and maintain the Verint Audiolog Communications Recording Solution for Newburgh Town Police Department.

This upgrade provides the latest Verint offering that is loaded with features to meet all market needs.

The Verint Audiolog, Rel 5 software can be installed and utilized in several applications, including Quick Retrieval of information for Incident Verification, Incident Reconstruction for the recreation of an occurrence, Quality Monitoring to assure the quality of service is meeting your department's goals and Training to help identify training requirements. The system also can provide traditional Telephone, Radio, Screen and VoIP recording in a single properly sized server.

The Verint leading edge technology and the unmatched award winning support & experience provided by Business Electronics, Inc. will assure a worry free recording solution investment.

The Verint R5 Audiolog software bundle includes:

- Secure Digital Fingerprinting of all recording (Provides Proof of Authenticity)
- ◇ New Insight Center - A powerful Web browser based multi-media & Multi-Channel search & replay user interface
- ◇ Instant Recall Remote License - Provides instant Incident Verification or recordings
- ◇ Client Access Licenses (now 1 license per channel included)
- ◇ Live Monitoring
- ◇ Administrative Management
- ◇ Network Connectivity
- ◇ Network Attached Upload capabilities (archive recordings to your network storage for long term storage)
- ◇ Windows Vista & Windows 7 Client support
- ◇ Windows Server 2008 & SQL 2008 Server support
- ◇ Remote Programming & Alarm Notification

With proper permissions your staff can review recordings over the LAN, save recordings to their desktop and copy calls to your media of choice.

Remote Maintenance Software Package allows system diagnostics, maintenance, and service via VPN or dial up connectivity providing a high level of service and quicker dispatching if needed.

The Verint Audiolog solution is capable of integrating with all major PBX & VoIP telephone communication platforms & CAD systems. Additionally, Template based Quality Assessment, Screen Recording & Post Call Analytics add on options are available.

For Audiolog Turnkey server specifications, refer to the Exhibit D Server Specs Sheet/TAB.



business electronics, Inc.

1492 Highland Ave., Unit 4, Rte. 10
Cheshire, CT 06410

Tel: 203-272-5337
Fax: 203-271-3616
Web: www.beiinc.com

A Proposal to Install a Verint Audiolog 7 Channel Communications Recording Solution

Date: 07/31/13
Proposal #: 6132

Proposed to:
Newburgh Town Police Department
300 Gardnertown Road
Newburgh, NY 12550

Contact: Deputy Chief Bruce Campbell
Tel: (845) 564-1100
Email: bcampbell@townofnewburghpd.org

LEASING

LEASING OPTION

5 Year Annual Lease with 1 Year (9:00 x 5) Maintenance, \$1.00 Buyout
5 Year Annual Lease with 5 Years (9:00 x 5) Maintenance, \$1.00 Buyout

Payment

\$2,755.97 per year
\$4,146.14 per year

Note:
First payment payable to BEI is required with order. Figures are approximate. Applicable tax and lease documentation fees are in addition. Subject to credit approval.

Initial: _____

NWIT New Windsor IT Labor n/a \$2,310.00 40 hours labor - Includes moving all computers to Windows Active Directory Domain, setting up of user accounts for all users, setting up of group policy, setting up Exchange, installation of new servers, Antivirus, Malwarebytes, setup of Terminal Server and Netmotion, installation and configuration of firewall and other troubleshooting as needed. Actual time billed, estimated one week time for complete setup.

Total Cost \$27,059.51

Town of Newburgh Network Reconfiguration

Prepared by: Patrick Mangano, Deputy CITO, Town of New Windsor

: Yearly reoccurring fee
: Renewal every 2 years

Category	Product	Model Number	Budget Price	
Hardware				
Firewall	Zyxel USG-200	USG-200	\$600.00	
Switch	Netgear 48 Port gigabit	GS748TS	\$600.00	
Server	Dell Poweredge	T-320	\$4,000.00	File / Impact Server
			\$2,500.00	Retail pricing on Iprism Hardware, often specials and multiyear discounts available
Iprism	Iprism Internet Monitoring and Control - Device 25h			
Iprism	Subscription/Maintenance for 50-100 users	n/a	\$1,795.00	Retail pricing on Iprism Filtering Subscription
Backup	External Hard Drives for two servers for backup	n/a	\$500.00	Backup on both servers
Software				
Netmotion	Netmotion Wireless Base License	n/a	\$2,400.00	Netmotion Base License for 12 Licenses (one time fee)
Netmotion	Netmotion Policy Management License	n/a	\$900.00	Netmotion Policy Management for 12 Licenses (one time fee)
Netmotion	Yearly Netmotion Support	n/a	\$825.00	Yearly Reoccurring
Terminal Srv	Terminal Server Car licenses	6VC-02094	\$793.95	15 Remote Desktop Device licenses
Exchange	Exchange Server Base License	312-04281	\$443.05	Exchange Server 2013 Base License
Exchange	Exchange Server Device Licenses	381-04354	\$1,266.90	Exchange 2013 Device Licenses - 30
Exchange	Pytheas Mailgate License for Exchange Server	n/a	\$902.00	Software to handle incoming /outgoing mail with Exchange
Antivirus	AVG 40 user Business Edition - 30% Gov Disc.	2 years of updates	\$1,041.60	Basic Network Antivirus Protection - centralized management
Antivirus	Malwarebytes 30 User Malware Protection	n/a	\$450.00	Advanceds Speciality Malware Protection
Backup	Offsite Backup	n/a	\$498.00	Two servers @249 per server
SQL	Microsoft SQL 2012 Base License	228-09904	\$561.81	Database software required for Impact
SQL	Microsoft SQL 2012 Device License	359-05678	\$3,922.20	SQL Server 2012 30 device licenses
Labor				
Impact	Impact Software Move	n/a	\$750.00	Impact fee to move Impact to new server

NW/IT

New Windsor IT Labor

n/a

\$2,310.00

40 hours labor - Includes moving all computers to Windows Active Directory Domain, setting up of user accounts for all users, setting up of group policy, setting up Exchange, installation of new servers, Antivirus, Malwarebytes, setup of Terminal Server and Netmotion, installation and configuration of firewall and other troubleshooting as needed. Actual time billed, estimated one week time for complete setup.

Total Cost

\$27,059.51



SEP 4 2013

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Andrew
TB

PERSONNEL DEPT.

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

To: Supervisor Booth
Town Board
Jackie Calarco, Town Accountant

From: Charlene M Black, Personnel

Date: August 27, 2013

Re: Part time Police Officers

Please find attached a letter and Employee Request forms from Chief Clancy requesting the approval of two part time Police Officers. The two gentlemen have completed their psychological, physical, drug/alcohol testing, fingerprints and all their paperwork.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief Michael Clancy

(845) 564-1100

August 27, 2013

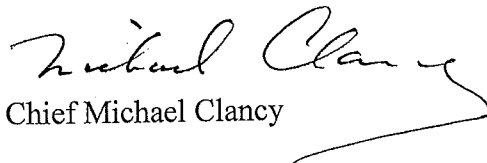
To: Town Board

From: Chief Michael Clancy

Subject: Authorization to Hire Part-Time Police Officers

John Calderone and Patrick Ludlow have passed a physical, drug test and psychological exam. Therefore I am requesting authorization to hire them as part-time Police Officers at the starting salary of \$24.00 an hour.

Respectfully Submitted,


Chief Michael Clancy

cc: Charlene Black

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: John Calderone

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part-time

HOURLY RATE: \$ 24⁰⁰/hr

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120

PROPOSED HIRE DATE: 9/5/13 or 9/12/13

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

Michael Clancy
DEPARTMENT HEAD SIGNATURE

8/27/13
DATE

**ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT**

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Patrick Ludlow

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Part-time

HOURLY RATE: \$ 24⁰⁰ / hr

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120

PROPOSED HIRE DATE: 9/5/13 or 9/12/13

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

Michael Clary
DEPARTMENT HEAD SIGNATURE

8/27/13
DATE

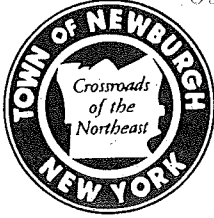
ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

8. ASSESSOR:

A. Hiring of Clerk

B. Certiorari Settlement: Show Time Cinemas



SEP 4 2013

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

*Andrew
za*

PERSONNEL DEPT.

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

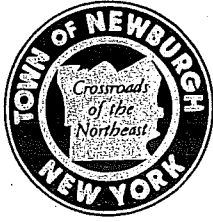
To: Supervisor Wayne Booth
Town Council
Jackie Calarco, Town Accountant

From: Charlene M Black, Personnel Director 

Date: August 29, 2013

Re: Assessor's Clerk

Attached is Mr. Venezia's letter, employee request form and application requesting to hire Laura Cotton to the position of Assessor's Clerk. We canvassed the list and she was the only person interested in this position. Upon your approval she will need to have her physical, fingerprints, drug/alcohol test and paperwork completed. We would like the hire date to be September 12, 2013. Thank you in advance.



TOWN OF NEWBURGH

1496 ROUTE 300, NEWBURGH, NEW YORK 12550

John T. Venezia
Sole Assessor

845-564-4550

To: Supervisor Wayne Booth & Town Board Members

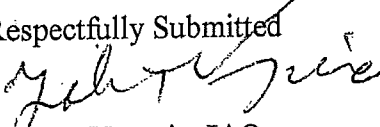
From: John T. Venezia, IAO

Date: August 29, 2013

Sub: Request to hire Laura Cotton

As you know Mary Butler has transferred to the Water Department. I am requesting that we hire Laura Cotton to fill Mary's position as Assessor Clerk. Laura was one of the only three candidates that responded from a town resident Civil Service list. Betty Green and I interviewed her and we felt she was qualified for the position. Laura cotton is the last candidate available of the three candidates that responded, the first candidate Lindsay Mitchell turned down the position.

Respectfully Submitted


John T. Venezia, IAO.
Sole Assessor
Town of Newburgh

Cc: Charlene Black, Personnel

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Laura Cotton

DEPARTMENT: Assessments

TITLE OF POSITION: Assessor Clerk

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$ 13.8844

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-1355-01

PROPOSED HIRE DATE: 9/12/2013

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

M. J. Verina
DEPARTMENT HEAD SIGNATURE

8/29/2013
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
SAM NEWBURGH LLC,

Petitioner,

CONSENT JUDGMENT

-against-

Index Nos.: 6188/12

BOARD OF ASSESSORS FOR THE TOWN OF
NEWBURGH and TOWN OF NEWBURGH,

Respondents.

-----X

**PRESENT: HON. CATHERINE M. BARTLETT
ACTING JUSTICE, SUPREME COURT**

UPON THE CONSENT attached hereto duly executed by the attorneys for all parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the Town of Newburgh tax rolls for the tax year 2012-13 as follows:

Tax Map No. 60-3-22.221

be reduced in assessment from \$1,950,000 to a total assessment of \$1,287,660 for a total reduction in assessment of \$662,340, prior to the application of any real property tax exemptions, if any, and it is further;

ORDERED, that the real property of Petitioner described on the Town of Newburgh tax rolls for the tax year 2013-14 as follows:

Tax Map No. 60-3-22.221

be reduced in assessment from \$1,958,700 to a total assessment of \$1,066,500 for a total reduction in assessment of \$892,200, prior to the application of any real property tax exemptions, if any, and it is further;

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2012-13 and 2013-14 School and Library taxes and for the 2013 and 2014 County and Town taxes be adjusted accordingly and that Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, and it is further;

ORDERED, that the officer or officers having custody of the aforesaid assessment rolls of the Town of Newburgh shall make or cause to be made upon the proper books and records and upon the assessment rolls of said Town the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation, and it is further;

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the County of Orange the amount, if any, paid as Town taxes and Town Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein, and it is further;

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the County of Orange and/or the County Commissioner of Finance the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein, and it is further;

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Central School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein, and it is further;

ORDERED, that the provisions of RPTL §727 shall apply herein, and it is further;

ORDERED, that all tax refunds hereinabove directed be made payable to the order of Jacobowitz and Gubits, LLP, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to §475 of the Judiciary Law, and it is further;

ORDERED, that in the event that the refunds are made within sixty (60) sixty days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the parties and attorneys signing this Consent Judgment, by doing so, represent that they have the necessary authority to do so, that said party has duly agreed to this settlement, taken the necessary action to do so and are the duly authorized and empowered persons to do so, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this _____ day of _____, 2013 at Goshen, New York.

ENTER:

**HON. CATHERINE M. BARTLETT
ACTING SUPREME COURT JUSTICE**

ON CONSENT:
Dated: July 9, 2013.

SAM NEWBURGH, LLC.
Petitioner

TOWN OF NEWBURGH
Respondents

By: _____

By: _____

JACOBOWITZ AND GUBITS, LLP
Attorneys for Petitioner

HACKER & MURPHY, LLP
Attorneys for Town

By: _____
JOHN H. THOMAS, JR., ESQ.

By: _____
CATHY L. DROBNY, ESQ.

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

PRESENT:

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

RESOLUTION OF TOWN BOARD AUTHORIZING SETTLEMENT OF PROCEEDING UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW:
SBL # 60-3-22.221
SAM NEWBURGH, LLC
(1420 ROUTE 300),
INDEX NUMBER 2012-6188

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

WHEREAS, Sam Newburgh, LLC. ("Petitioner") has instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioner seeks to obtain judicial review and reduction of the assessment of certain real property in the Town of Newburgh, Orange County, New York located on NYS Route 17K (Section 60-Block 3-Lot 22.221) on the tax assessment rolls for the tax year 2012; and

WHEREAS, special counsel to the Town, Hacker & Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioners, the terms of which are embodied in a proposed Consent Judgment annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, the Town's Sole Assessor has also recommended that the settlement be authorized; and

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

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs Hacker & Murphy, LLP and the Town Supervisor to execute and deliver the Consent Order on behalf of the Town; and

BE IT FURTHER RESOLVED, that Hacker & Murphy, LLP, the Town Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in

the name of and on behalf of the Town, all such certificates, documents and papers as may be necessary to effectuate and carry out the settlement; and

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

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

George Woolsey, Councilman voting _____

Gilbert J. Piaquadio, Councilman voting _____

Elizabeth J. Greene, Councilwoman voting _____

Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.

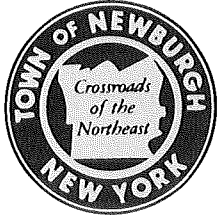
Sam Newburgh, LLC v. T/O Newburgh

Year	Parcel Number	Assessed Value	Taxable Value	Claimed		Eq. Rate	FMV	Claimed FMV	Difference		Tax Rate	Refund Liability
				Assessed Value	Taxable Value				Taxable Values			
2008	60-3-22-22	\$1,950,000				32.80%	\$4,789,163					
									County	10.24	\$	
									Town	11.29	\$	
									Fire-Cr	2.77	\$	
									Sp.Dist.		\$	
									School	62.9177	\$	
2010	60-3-22-22	\$1,950,000				32.80%	\$5,944,122		County	8.46	\$	
									Town	11.50	\$	
									Fire-Cr	3.81	\$	
									Sp.Dist.		\$	
									School	62.7869	\$	
2011	60-3-22-22	\$1,950,000				32.80%	\$5,477,629		County	9.5141	\$	
									Town	11.40	\$	
									Fire-Cr	3.92	\$	
									Sp.Dist.		\$	
									School	63.8879	\$	
2012	60-3-22-22	\$1,950,000	\$1,870,150	\$700,000	\$671,336	39.02%	\$4,997,437	\$1,733,952	County	9.11	\$	10,921.20
									Town	11.65	\$	13,966.18
									Fire-Cr	4.00	\$	4,795.26
									Sp.Dist.		\$	
									School	64.2017	\$	76,985.90

2009, 2010 and 2011 dismissed by Order

9. PARKS AND RECREATION: Capital Project for Bathroom Facilities at Chadwick Lake

SEP 4 2013



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

August 27, 2013

TO: Wayne Booth, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Requesting Funds From Parkland Trust Fund

At this time I would like to request funds from the Parkland Trust Fund be transfer to the Capital Project Fund for payments regarding the proposed bathroom facilities at Chadwick Lake Park.

\$4,450.00 Architectural Services
(not to exceed)

\$4,800.00 Maser Consulting P.A.
(not to exceed)

—————
\$9,250.00 Total

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

10. STORAGE CONTAINER LOCAL LAW: Review

**INTRODUCTORY LOCAL LAW #__ OF 2013
 A LOCAL LAW AMENDING CHAPTER 185 ENTITLED
 "ZONING"
 OF THE CODE OF THE TOWN OF NEWBURGH
 TO ADD CARGO STORAGE CONTAINERS AS A
 PERMITTED ACCESSORY USE TO CERTAIN USES
 IN THE B, IB AND I DISTRICTS
 AND THE LHI OVERLAY DISTRICT
 AND TO ADD STORAGE BUILDINGS AS A
 PERMITTED ACCESSORY USE TO
 OFFICES FOR BUSINESS, RESEARCH AND PROFESSIONAL USES
 IN THE IB DISTRICT**

BE IT ENACTED by the Town Board of the Town of Newburgh as follows:

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh to add Cargo Storage Containers as a Permitted Accessory Use to Certain Uses in the B, IB and I Districts and the LHI Overlay District and to add Storage Buildings as a Permitted Accessory Use to Offices for Business, Research and Professional Uses in the IB District".

SECTION 2 – PURPOSE AND INTENT

The purpose of this local law is to regulate the use of cargo containers for storage on properties in the Town, which regulations are adopted to protect the public health, safety, and welfare, and to promote convenience, economy, aesthetics and the general welfare of the Town. The Town Board declares its intent to regulate the use of Cargo Containers for storage on properties in the Town

SECTION 3 – AMENDMENTS TO CHAPTER 185

1. Section 185-3 entitled "Definitions; word usage" is hereby amended by the addition of the following definition:

"CARGO CONTAINER - a standardized reusable metal vessel that was:

1. Originally designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities; and/or

2. Originally designed for or capable of being mounted or moved by rail, truck or ship by

means of being mounted on a chassis or similar transport device. This definition includes the terms “transport containers” and “portable site storage containers” having a similar appearance to and similar characteristics of cargo containers.

For purposes of this chapter, cargo containers originally built for purposes other than the storage of goods and materials are not accessory buildings. For purposes of this chapter, trailers, as defined by the Vehicle and Traffic Law, including those with mounted containers, are not cargo containers.”

2. A new Subsection 185-15.1 entitled “Cargo Container Use for Storage” is hereby added to Chapter 185 to read as follows:

“§ 185-15.1 Cargo Container Use for Storage.

A. Permitted Locations. The placement of a cargo container as an accessory storage use is limited to the following zoning districts and overlay district:

1. Business (B).

2. Interchange Business (IB).

3. Industrial (I).

4. Light and Heavy Industrial Equipment and Recreational Vehicle Sales, Service and Repair Overlay (LHI)

The placement of cargo containers for storage is further limited to lots in the above-identified zoning districts only if the lot upon which the cargo container is proposed to be located falls within a use classification in the applicable Table of Use and Bulk Requirements for which cargo storage container is identified as a permitted accessory use and does not contain an accessory storage building.

B. Cargo containers are not permitted to be used for accessory storage on property zoned residential or on property the primary use of which is residential.

C. Notwithstanding the provisions set forth in subsection B of this section, the

temporary placement of transport containers and/or portable site storage containers on residentially zoned properties, or on properties the primary use of which are residential, for the limited purpose of loading and unloading household contents shall be permitted for a period of time not exceeding 30 90 days per residence in any one calendar year.

- D. Notwithstanding the provisions set forth in subsection A, and B and C of this section, construction contractors may use cargo containers for the temporary location of equipment and/or materials storage structure during the period the contractor is engaged in construction which is taking place on the property where the cargo container is located.
- E. A permitted accessory cargo storage container may be located in any required side or rear yard provided that:
1. Such cargo storage container shall not exceed 15 10 feet in height
 2. Such cargo storage container shall be set back at least 20 feet from any side or rear lot line or 50 feet from a side or rear lot line adjacent to a residence district or lot in residential use and at least 10 feet from the main building.
 3. Such cargo storage container shall not occupy more than 10% of the required yard area in which it is proposed to be situated.
 4. A maximum of one (1) cargo storage container shall be permitted on each lot.
 5. Accessory cargo storage containers shall have a maximum of 500 320 square feet of floor area.
 6. Yards having a line bounding on the right of way of Interstate 87 or Interstate Route 84 shall not be considered front yards for purposes of this §185-15.1
 7. ~~Vegetative screening at least 10 feet in width shall be provided~~

~~between the cargo storage container and any side or rear lot line within 50 feet of the container. If visible from any adjoining lot or any bounding street right of way at any time during the year, an accessory cargo storage container shall be appropriately screened with either landscaping so as to provide an opaque sight barrier at least equal to the height of the container or by an opaque fence or similar barrier of equal height, and vegetative screening or a barrier shall be installed to prevent the container from being visible from any bounding street right of way.~~

8. A solid, firm base surface shall be provided for the cargo storage container capable of sustaining the load of the cargo storage container and its contents.
9. The cargo storage container shall have exterior doors or a roll up door which shall be kept closed except during the placement and removal of stored items.
10. The siting of the cargo storage container shall comply with Chapter 157, Stormwater Management and the cargo storage container shall not be placed so as to negatively impact drainage on any adjacent lot by diversion or impoundment of storm water flows.
11. No additions or attachments shall be affixed to the cargo storage container, including but not limited decks or "lean to's."
12. The color of the exterior walls of the storage cargo container shall closely resemble the main color of the principal building.

F. Nothing herein shall be construed to restrict the use of cargo containers for agricultural operations."

3. The Table of Use and Bulk Requirements for the B District-Schedule 7 as referenced by Section 185-10 "Utilization of Use Table" is hereby amended to add the following to Column A "Accessory Uses" and Column B "Permitted with":

- | | |
|--------------------------------------|--------------------|
| A. Accessory Uses | B. Permitted with: |
| <u>“18. Cargo storage containers</u> | <u>“D2 and 11”</u> |
| <u>in accordance with §185.15.1”</u> | |

4. The Table of Use and Bulk Requirements for the IB District-Schedule 8 as referenced by Section 185-10 “Utilization of Use Table” is hereby amended to add the following to Column A “Accessory Uses” and Column B “Permitted with”:

- | | |
|--------------------------------------|---------------------------|
| A. Accessory Uses | B. Permitted with: |
| <u>“18. Cargo storage containers</u> | <u>“C1, D5, 7, 11 and</u> |
| <u>in accordance with §185.15.1”</u> | <u>13”</u> |

5. The Table of Use and Bulk Requirements for the I District-Schedule 9 as referenced by Section 185-10 “Utilization of Use Table” is hereby amended to add the following to Column A “Accessory Uses” and Column B “Permitted with”:

- | | |
|--------------------------------------|------------------------------|
| A. Accessory Uses | B. Permitted with: |
| <u>“13. Cargo storage containers</u> | <u>“D1, 2, 3, 10 and 12”</u> |
| <u>in accordance with §185.15.1”</u> | |

6. The Table of Use and Bulk Requirements for the LHI District-Schedule 7A as referenced by Section 185-10 “Utilization of Use Table” is hereby amended to add the following to Column A “Accessory Uses” and Column B “Permitted with”:

- | | |
|--------------------------------------|--------------------|
| A. Accessory Uses | B. Permitted with: |
| <u>“3. Cargo storage containers</u> | <u>“D1”</u> |
| <u>in accordance with §185.15.1”</u> | |

7. The Table of Use and Bulk Requirements for the IB District-Schedule 8 as referenced by Section 185-10 “Utilization of Use Table” is hereby additionally amended to add “D5”, the use classification for “Offices for business, research and professional use” to Column B “Permitted with” for item 1 “Storage buildings up to 50% of the floor area of the principal building” as follows:

- | | |
|-------------------|--------------------|
| A. Accessory Uses | B. Permitted with: |
|-------------------|--------------------|

“1. Storage Buildings up to 50% of

“C1, D5, 7, 11 and 13”

the floor area of the principal building”

SECTION 5 – VALIDITY

If any word, clause, sentence, paragraph, section or part of this local law or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof or the application thereof to any other persons or circumstances but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered. The Town Board hereby declares that it would have enacted this Local Law or the remainder thereof if the invalidity of such provision or application thereof had been apparent.

SECTION 6 – EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

11.REGISTRAR: Deputy

NO INFORMATION AVAILABLE AT THIS TIME

12. ORANGE COUNTY LEASE AUTHORIZATION: for 2 Dial a Bus Vehicles

13. ENGINEERING:



COUNTY OF ORANGE

EDWARD A. DIANA
COUNTY EXECUTIVE

DEPARTMENT OF PLANNING

124 MAIN STREET
GOSHEN, NEW YORK 10924-2124
TEL: (845)615-3840 FAX: (845)291-2533
www.orangecountygov.com/planning

DAVID E. CHURCH, AICP
COMMISSIONER

August 14, 2013

John Grimm
Town of Newburgh DAB
311 Route 32
Newburgh, NY 12550

Dear Mr. Grimm,

Enclosed please find the lease for one (1) 2013 Ford E-450 Phoenix cutaway bus and one (1) 2013 Ford E-350 Metrolite cutaway bus.

Please review and have signed and notarized where indicated and return the original to my attention at the address listed above. Please be advised that current insurance certificates for liability, workers' compensation and disability are required to be submitted with the contract. The County of Orange should be listed as a certificate holder and an additional insured on the liability certificate. In addition, a resolution must be submitted authorizing the execution of this lease.

Once the agreement is fully executed, a copy will be forwarded to you.

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

Sincerely,

Maria Rosploch
Maria Rosploch
Planning Assistant

Enclosure

THIRD PARTY LEASE AND SERVICE AGREEMENT
FOR CAPITAL EQUIPMENT

THIS THIRD PARTY LEASE AND SERVICE AGREEMENT FOR CAPITAL EQUIPMENT ("Agreement") is made this ____ day of _____, 2013, by and between **COUNTY OF ORANGE**, a municipal corporation having offices at 255 Main Street, Goshen, New York 10924 and **TOWN OF NEWBURGH**, a municipal corporation having offices at 311 Route 32 Newburgh, NY 12550.

WHEREAS, Section 5307 of Chapter 53 of Title 49, United States Code provides for the payment of Federal financial assistance for public transportation services in urbanized areas through a formula grant program administered by the Federal Transit Administration (FTA) of the United States Department of Transportation; and

WHEREAS, the State provides certain matching funds for capital assistance projects pursuant to Article 13 of the State Transportation Law and such funds are administered by the State Department of Transportation; and

WHEREAS, the Municipal Corporation is a grantee for certain Capital Equipment or facilities under said programs pursuant to an approved Project Application and written Agreements with FTA and the State; and

WHEREAS, the Carrier will utilize the Capital Equipment obtained by the Municipal Corporation to provide certain public mass transportation services pursuant to said Project Application and Agreements with FTA and the State.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Municipal Corporation and the Carrier agree as follows:

1. **Definitions**. As used in this Agreement:

(a) "**State**" means the State of New York

(b) "**FTA**" means the Federal Transit Administration of the United States Department of Transportation.

(c) "**Project Application**" means the Federal Section 9 capital application submitted by the Municipal Corporation to, and as approved by FTA and the Commissioner for certain Capital Equipment described in Appendix C of this Agreement, including all project supporting information submitted therewith.

(d) "**Capital Equipment**" means the vehicles, equipment, and/or facilities obtained through the Federal Section 9 program administered by FTA, said equipment to be leased to the Carrier pursuant to this Agreement.

(e) "**Service Period**" means the period of time set forth in Appendix C of this Agreement, said period to coincide with the period of useful life of the Capital Equipment.

(f) "**Scope of Work**" means the authorized public mass transportation services to be provided by the Carrier during the Service Period, as described in the Municipal Corporation's approved Project Application and Appendix C of this Agreement.

(g) "**Commissioner**" means the Commissioner of Transportation of the State of New York or his duly authorized representative.

(h) "**Municipal Corporation**" means the County of Orange, New York.

(i) "**Carrier**" or "**Contractor**" means the Town of Newburgh.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the lease of the Capital Equipment to the Carrier and the provision of certain public mass transportation services by the Carrier utilizing said Capital Equipment, and to state the terms, conditions, and mutual understandings of the parties governing said lease, and the operation and maintenance of the Capital Equipment.

3. **Documents Forming the Agreement.**

(a) **Attached Documents.** This Agreement consists of this document and the following listed attachments:

- (1) Appendix A - New York State Standard Clauses
- (2) Appendix A-1 - Supplemental Title VI Provisions
- (3) Appendix A-2 - Iran Divestment Act
- (4) Appendix B - Federal Standard Clauses
- (5) Appendix C - Scope of Work, Service Period, and Financial Reimbursement
- (6) Appendix D - Municipal Corporation's Authorizing Resolution
- (7) Appendix E - Disposition of Equipment

(b) **Incorporated Documents.** This Agreement also consists of the following documents, which are incorporated by reference:

- (1) Municipal Corporation's Project Application.
- (2) Agreement Between Municipal Corporation and FTA (then UMTA) (Federal Grant No. NY-96-X014).

The Carrier agrees to comply with all applicable terms and conditions contained in the aforementioned documents, including all applicable rules, regulations, and project supporting information and assurances of Section 5307 of Chapter 53 of Title 49, United States Code, as amended.

4. **Use of Capital Equipment.** The Carrier agrees that the Capital Equipment leased from the Municipal Corporation in accordance with this Agreement will only be used to provide public mass transportation service(s) as these are described in the Municipal Corporation's approved Project Application and Appendix C of this Agreement, and that any unauthorized use of said Capital Equipment that is not in conformance with said service(s) as described herein

shall be cause for the termination of this Agreement by the Municipal Corporation, FTA, or the Commissioner. Use of the Capital Equipment to provide charter or sightseeing transportation service is prohibited.

The Carrier shall keep accurate records with regard to the use of the Capital Equipment and shall submit to the Municipal Corporation such information or reports as the Municipal Corporation may from time to time request in connection therewith. The Carrier shall immediately notify the Municipal Corporation in all cases where any of the Capital Equipment is used in a manner substantially different from that required by this Agreement.

Further, the Carrier agrees to provide the annual certification of insurance described in Section 12. Also, the Carrier shall submit to the Municipal Corporation such reports relative to the use of the Capital Equipment as are required by FTA and the New York State Department of Transportation.

The Capital Equipment may not, at any time, be used for the personal transportation or the private purposes of the employees, agents, representatives, clients, or associates of the Municipal Corporation or the Carrier. Violation of this restriction shall be cause for the immediate termination of this Agreement by FTA and/or the Commissioner and/or the Municipal Corporation.

5. **Maintenance of Equipment.** The Carrier agrees to keep the Capital Equipment in a safe and clean condition and in good working order, and to garage or store the equipment in a secure manner. The Carrier agrees to properly maintain the equipment according to the procedures described in the manufacturer's service manual and through generally accepted bus industry practices for such equipment. Besides this normal maintenance, the equipment should be regularly inspected by trained maintenance personnel and any problems uncovered through this inspection corrected in a reasonable time. Components of equipment should be tested regularly and kept in good working order.

In addition, the Carrier agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the Municipal Corporation may from time to time require.

6. **Disposition of Equipment.** Upon the earlier of either the completion of the Service Period or the termination of this Agreement, the Capital Equipment shall be disposed of in the manner provided for in Appendix E of this Agreement.

7. **Contracts of the Carrier.** The Carrier shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor carrier with respect to its rights and responsibilities under this Agreement without prior written concurrence of the Municipal Corporation, FTA, and the Commissioner. The Municipal Corporation, FTA, and the Commissioner shall require the inclusion therein of such terms and conditions as they may deem necessary or desirable to effectuate the purpose of this Agreement as a prerequisite to their approval. Such terms and conditions shall include provision for the successor carrier's compliance with all applicable rules, regulations, and project supporting requirements of Section

9 of the Urban Mass Transportation Act of 1964, as amended, as the latter are specified in the Municipal Corporation's Project Application.

8. **Termination or Suspension.** If the Carrier, before completion, discontinues the public mass transportation services pursuant to this Agreement or if, for any reason, the commencement, prosecution, or timely completion of these services by the Carrier is rendered improbable, impossible, or illegal, the Municipal Corporation, by written notice to the Carrier, may terminate any or all of the Municipal Corporation's obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any or all of the following: (1) termination or suspension of the use of the Capital Equipment and such other action as the Municipal Corporation deems necessary; (2) furnishing a status report on the physical condition of the Capital Equipment; and (3) furnishing an estimate of the current fair market value of the leased Capital Equipment.

9. **Records and Documentation.** The Carrier shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of six (6) years following the termination date of the Service Period under this Agreement and shall make the same available to the Commissioner, the State Comptroller, the United States Secretary of Transportation, and the Comptroller General of the United States, or their authorized representatives, for audit, inspection, and copying, upon request.

10. **Carrier Authorization Under Federal, State, and Local Law.** In the event that any approval, permit, action, proceeding, or authorization is required by applicable law, ordinance, rule, or regulation to enable the Carrier to enter into this Agreement, or to undertake the public mass transportation services, or to observe, assume, or carry out any of the provisions of this Agreement, the Carrier will initiate and complete such action as is so required.

11. **Carrier Liability.** The Carrier will be responsible for all damage to life and property due to activities of the Carrier, its subcontractors, agents, or employees in connection with the utilization of the Capital Equipment leased from the Municipal Corporation pursuant to this Agreement. The Carrier shall indemnify and hold harmless the Municipal Corporation, FTA, the State and their officials, employees, and agents from any and all claims, suits, proceedings, costs, expenses, judgments, damages, and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Carrier, its contractors, subcontractors, agents, or employees, relating to the utilization of the Capital Equipment.

12. **Insurance.** The Carrier agrees to procure and maintain during the Service Period, at its own expense, insurance of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the State Department of Transportation, covering all operations under this Agreement, whether performed by it or its subcontractor. 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 Municipal Corporation who have been fully informed as to the nature of this

Agreement and the services to be performed hereunder. Except for worker's compensation and disability insurance, the Municipal Corporation 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 the Carrier. Notwithstanding anything to the contrary in this Agreement, Carrier irrevocably waives all claims against the Municipal Corporation for all losses, damages, claims, or expenses resulting from risks commercially insurable under this insurance described in this Section 12. The provisions of insurance by Carrier shall not in any way limit Carrier's liability under this Agreement. Before operating the Capital Equipment, the Carrier shall furnish to the Municipal Corporation a certificate or certificates in a form satisfactory to the Municipal Corporation showing that it has complied with this Section, which certificate or certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Municipal Corporation. The kinds and amounts of insurance are as follows:

(a) **Worker's Liability Insurance.** Policy or policies of workers compensation insurance covering the obligations of the Carrier at the State statutory limit.

(b) **Disability.** Policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.

(c) **Bodily Injury and Property Damage.** Policies of bodily injury liability and property damage liability insurance in accordance with the acceptable State laws and regulations covering the Carrier, the Municipal Corporation, and the State of New York, shall be provided by the Carrier at adequate limits for the protection of all parties and subject to the approval of the Municipal Corporation. Adequate coverage shall consist of no less than \$5,000,000 combined single limit for bodily injury and property damage (broad form general liability coverage); adequate coverage shall also mean automobile liability coverage of no less than \$5,000,000 combined single limit for bodily injury and property damage per occurrence. The Carrier may comply with this requirement by providing general and automobile liability coverage of \$1,000,000 each, plus umbrella or excess liability coverage of \$4,000,000 or more.

(d) **Theft, Fire, and Collision Losses.** The Carrier shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the replacement cost of the Capital Equipment, in the event of theft, damage, or complete loss from fire or collision. The collision insurance shall not contain a deductible provision greater than \$1,000. The Carrier agrees to return to the Municipal Corporation the Federal, State, and Municipal Corporation's shares of the proceeds of any settlement on theft, fire, and/or collision losses, pro-rated on the basis of each entity's percentage contribution to the purchase price of the Capital Equipment as these shares are described in the Municipal Corporation's Agreements with FTA and the State for Capital Equipment.

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 Municipal Corporation 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 Municipal Corporation, directed to the Municipal Corporation's Risk Management Division and the Municipal Corporation's Commissioner of the Planning Department and the Municipal Corporation shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Carrier.

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 Carrier'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 the end of the Service Period, Carrier 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.

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

This Agreement shall be void and of no effect unless the Carrier procures the foregoing policy or policies and maintains the same in force.

13. **Inspection.** During the term of this Agreement, the Carrier shall permit and require its subcontractors to permit the Chief Executive Officer of the Municipal Corporation, the Commissioner, the State Comptroller, the Secretary of the United States Department of Transportation, and Comptroller General of the United States, or their authorized representatives, to inspect the condition of the Capital Equipment and the operation of said Capital Equipment in public mass transportation service and to inspect all data, records, and accounts maintained by the Carrier that are required pursuant to this Agreement, at any time during the normal business hours of the Carrier.

14. Term of Agreement. Subject to Section 8 hereof, the term of this Agreement shall be the entire Service Period specified in Appendix C of this Agreement.

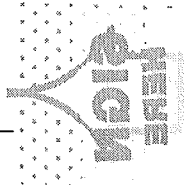
IN WITNESS WHEREOF, the Municipal Corporation and the Carrier have executed this Agreement by and through their respective authorized representatives effective the day and year first above written.

COUNTY OF ORANGE

BY: _____
Edward A. Diana, County Executive

TOWN OF NEWBURGH

BY: _____
Wayne Booth, Supervisor

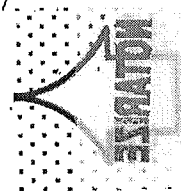


ACKNOWLEDGMENTS

STATE OF _____)
)SS:
COUNTY OF _____)

On this _____ day of _____, in the year 2013, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the municipal corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the _____, and that he/she signed his/her/ name there to by like order.

Notary Public



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

On this _____ day of _____, in the year 2013, before me personally came Edward A. Diana to me known, who, being by me duly sworn, did depose and say that he resides in Goshen, N.Y., that he is the County Executive of the County of Orange, the municipal corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Orange County Legislature, and that he signed his name to by like order.

Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

December, 2012

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations,

orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX A-2
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

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

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX B – FEDERAL REQUIRED CLAUSES

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d); 49 CFR Part 604

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F); 49 CFR Part 605

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.; 49 CFR Part 18

The Energy Conservation requirements are applicable to all contracts.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Mandatory Clause/Language

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C.

1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part 18

The Federal Changes requirement applies to all contracts.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to all contracts.

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

These requirements are applicable to all contracts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

49 U.S.C. Part 18; FTA Circular 4220.1E

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. Termination for Convenience (General Provision) The County of Orange may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to County of Orange to be paid the Contractor. If the Contractor has any property in its possession belonging to the County of Orange, the Contractor will account for the same, and dispose of it in the manner the County of Orange directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County of Orange may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County of Orange that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County of Orange, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The County of Orange in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the satisfaction of the County of Orange, the breach or default of any of the terms, covenants, or conditions of this Contract within 30 days after receipt by Contractor of written notice from County of Orange setting forth the nature of said breach or default, County of Orange shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude County of Orange from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that County of Orange elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by County of Orange shall not limit County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The County of Orange, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County of Orange may terminate this contract for default. The County of Orange shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County of Orange may terminate this contract for default. The County of Orange shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the County of Orange, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and County of Orange shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County of Orange.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County of Orange. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County of Orange, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT

5 U.S.C. 552

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts. The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of

the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102; 42 U.S.C. § 12112
42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq.
The Civil Rights Requirements apply to all contracts.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18; FTA Circular 4220.1E

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may

include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County of Orange. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County of Orange. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County of Orange shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by County of Orange, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County of Orange and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County of Orange is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County of Orange or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS 49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.) These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) **49 CFR Part 26**

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 13.5%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Orange County deems

appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Orange County. In addition is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

d. The contractor must promptly notify Orange County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Orange County.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

The incorporation of FTA terms applies to all contracts.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County of Orange requests which would cause County of Orange to be in violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING

49 U.S.C. §5331; 49 CFR Parts 653 and 654

The Drug and Alcohol testing provisions apply to Operational Service Contracts. Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the New York State Department of Transportation, or the County of Orange, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 1 and to submit the Management Information System (MIS) reports before March 1 to the County of Orange Transit Coordinator. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

APPENDIX C

Scope of Work, Service Period, and Financial Reimbursement

Scope of Work: On the terms and conditions set forth in the Agreement, during the Service Period, the Municipal Corporation hereby leases to Carrier and Carrier hereby leases from the Municipal Corporation the following equipment comprising the "Capital Equipment":

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN#</u>
2013	Ford	E-450 Phoenix	1FDDE4FS1DDA89079
2013	Ford	E-350 Metrolite	1FDEE3FL9DDA89071

The Carrier agrees to utilize the above Capital Equipment to provide **public transit service open to the general public at all times it operates on an equal opportunity** basis for the Service Period of this Agreement, according to the terms and conditions specified in the approved Project Application and this Agreement.

The Carrier shall notify the Municipal Corporation in writing of any substantial proposed changes in the public mass transportation services prior to any such changes. For this purpose, the term "service" shall include, but not be limited to schedules, operating hours, routes, timetables, marketing, equipment, fares, and passenger terminals and facilities.

In addition to the restrictions on the use of the Capital Equipment stated in Section 4 of this Agreement, the Carrier shall not use the Capital Equipment in charter bus service. Charter Bus Service is defined as "transportation using buses or vans, or facilities funded under the ACTS (UMT Act and amendments) of a group of persons who, pursuant to a common purpose, under a single contract, at a fixed charge for the vehicle or service, have acquired the exclusive use of the vehicle service to travel together under an itinerary either specified in advance or modified after having left the place of origin." The Carrier shall keep a record of each instance of non-mass transportation use of the Capital Equipment, and the vehicle-miles incurred by the Capital Equipment for each such instance, and submit a report detailing these instances to the Municipal Corporation and the State Department of Transportation on a quarterly basis, for any calendar quarter during which such instances have occurred.

Service Period: The Service Period of this Agreement shall commence on **August 15, 2013** and continue until the end of useful life of the Capital Equipment. Should one or more vehicles of the Capital Equipment become unsafe or in an otherwise unusable condition for public mass transportation service before the end of the Service Period, the Municipal Corporation and the Carrier may amend this Agreement to account for such conditions.

Financial Reimbursement: Providing the Carrier complies with the terms and conditions set forth in this Agreement, the Municipal Corporation agrees to lease the Capital Equipment described herein to the Carrier for the Service Period described above for the sum of **ONE AND 00/100 (\$1.00) DOLLAR.**

APPENDIX D

Municipal Corporation Authorizing Resolution

APPENDIX E

Disposition of Equipment

No part of the Capital Equipment shall be sold, rendered unusable, or relinquished without the express prior written approval of FTA, the Commissioner, and State Comptroller. If any Capital Equipment, or portion thereof, is so sold, other than for their replacement in such service with like facilities or equipment, (i) the State share of the proceeds from such sale will be returned to the State comptroller for deposit in the general fund; and (ii) any disposition of equipment purchased under this Agreement shall conform with 49 C.F.R 18, which regulations are hereby incorporated into and made a part of this Appendix E of this Agreement.

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

PRESENT:

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

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF THIRD PARTY LEASE AND SERVICE AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE FOR 2013 FORD E-450 PHOENIX CUTAWAY BUS AND 2013 FORD E-350 METROLITE CUTAWAY BUS

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

WHEREAS, the County of Orange has forwarded a proposed Third Party Lease and Service Agreement for Capital Equipment between the County and the Town of Newburgh for a 2013 Ford E-450 Phoenix Cutaway Bus and a 2013 Metrolite Cutaway Bus (the "Agreement"); and

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

WHEREAS, the Town Board desires to authorize the execution of such agreement between the County and Town for the lease of two buses by the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that the execution and delivery of the Agreement between the County of Orange and the Town of Newburgh by the Town of Newburgh Supervisor is hereby authorized; and

BE IT FURTHER RESOLVED, that the Supervisor and other officers and employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement; and

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

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

George Woolsey, Councilman voting _____

Gilbert J. Piaquadio, Councilman voting _____

Elizabeth J. Green, Councilwoman voting _____

Ernest C. Bello, Jr., Councilman voting _____

Wayne C. Booth, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on September , 2013 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh

13. ENGINEERING:

I Award of Contract for Laurie Lane Water Main Extension

II Mill House Road: Proposal for Geo-technical Services

SEP 4 2013

13a



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

1607 Route 300, Suite 101
Newburgh, NY 12550
T: 845.564.4495
F: 845.564.0278
www.maserconsulting.com

September 3, 2013

#13A

VIA HAND DELIVERY

James Osborne, P.E.
Town Engineer
Town of Newburgh
1469 Route 300
Newburgh, NY 12550

Re: 2013 Water Main Installation
Town of Newburgh, Orange County, New York
MC Project No. 1300065A


Dear Mr. Osborne:

We have completed our review of the bids received (Summary attached) in connection with the above referenced project. We have also been in contact with two references (see attached telephone record) from the apparent low bidder, Raines & Nagler Contracting Services, LLC; and based upon the feedback from those references, we recommend awarding the project to Raines & Nagler Contracting Services, LLC of Chester, NY.

If you should have any questions or require additional information, please do not hesitate to contact me at 845-564-4495.

Very truly yours,

MASER CONSULTING P.A.


Joseph A. Dopico, P.E.
Senior Principal

JAD/jjs
Enclosures
cc: Wayne Booth, Supervisor w/ Encl.

B:\2013\1300065A Laurie Lane\Letters\2013\130903 JAD Osborne Letter.docx



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

1607 Route 300, Suite 101
Newburgh, NY 12550
T: 845.564.4495
F: 845.564.0278
www.maserconsulting.com

RECORD OF TELEPHONE CONVERSATION

MADE BY: John J Stoeckel

DATE: August 30, 2013

SPOKE TO: Lynda Domina/Mike McGarvey

OF: United Water/Tarrytown Water

PHONE NO.: 914-906-0388/914-906-4375

MC PROJ. NO.: 13000065A

JOB TITLE: Director of Construction

SUBJECT: Low Bid - Reference

After developing the bid summary for the above referenced project; I reached out to the two referenced provided by the low bidder, Raines & Nagler Contracting Services, LLC of Chester New York. The two individuals were Lynda Domina of United Water and Mike McGarvey at the Tarrytown Water Department. In both cases I left voice messages.

Conversation with Lynda (August 30, 2013):

Lynda had only good things to say about Raines & Nagler. She said on multiple occasions they have provided professional services to include water main extensions, service installation, replacement of water mains and valves, among other tasks. She said in every case they are detailed and willing to sit down and discuss potential cost saving alternatives and are usually happy to keep all parties involved to avoid confusion. Often times she added that these solutions avoided change orders. Maser Consulting voiced concern regarding a high level of inquiries during RFI period and she said it is likely the result of their detailed review to develop a low cost. She highly recommends their service.

Conversation with Mike (September 3, 2013):

Mike also had only good things to say about Raines & Nagler. He detailed that they completed an installation of water main and associated pavement, curb, and sidewalk for him in Tarrytown, NY. He said they did not nickel and dime them, were very flexible with demands and work schedule, and even worked into winter weather to complete the project when Tarrytown offered for them to come back in the spring to complete the work. Mike said they had no unwarranted change orders and are very competent with the construction of the associated work. Finally, he noted that they completed the work in advance of the scheduled deadline.

Original to Job File:

Copy to: File

\\nbcad\projects\2013\13000065a laurie lane\memos\130830 jjs_low bid reference phone record.docx

SUMMARY OF BIDS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
						Engineer's Estimate	Contractor Name Raines & Nagler Construction Services, LLC 845-469-1966		Contractor Name Protox, Inc. 845-565-8845		Contractor Name Argento Bros, Inc. 845-561-5102		Contractor Name Whispering Pine Development 845-569-2590	
							City Chester	State/Zip NY 10918	City Newburgh	State/Zip NY 12550	City Newburgh	State/Zip NY 12550	City Vails Gate	State/Zip NY 12584
							Street Address 32 Elbow Drive	Street Address 264 North Plank Road	Street Address PO Box 2068	Street Address PO Box 716				
							County: Orange							
	Municipality: Town of Newburgh													
	County: Orange													
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26														
27														
28														
29														
30														
31														
32														
33														
34														
35														
36														
37														
38														
39														

I hereby certify that this is a true copy of the bids received on August 29, 2013

Township Engineer

SUMMARY OF BIDS

O	P	Q	R	S	T	U	V	W	X
Contractor Name Bibeau Construction Co., Inc. 845-735-9535		Contractor Name Sita Construction Co, Inc. 845-294-7261		Contractor Name Montana Street Address 80 Contant Avenue Lodi		Contractor Name McNamee Construction 914-243-5910 Street Address 154 Route 202 Lincolnale		Contractor Name Jorrey Excavating, Inc. 845-692-2755 Street Address 160 Bart Bull Road Middletown	
City Nannet	State/Zip NY 10954	City Goshen	State/Zip NY 10924	State/Zip NJ 07644	State/Zip NY 10540	City Middletown	State/Zip NY 10941		
Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00
\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$22,000.00	\$5,000.00	\$5,000.00
\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$5.64	\$10,000.00	\$9.00	\$9,500.00
\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00
\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
\$95.00	\$166,250.00	\$90.00	\$157,500.00	\$125.00	\$218,750.00	\$109.00	\$190,750.00	\$105.00	\$183,750.00
\$1,600.00	\$11,200.00	\$2,000.00	\$14,000.00	\$1,500.00	\$17,500.00	\$4,900.00	\$34,728.00	\$1,200.00	\$8,400.00
\$82.00	\$38,540.00	\$75.00	\$35,250.00	\$100.00	\$47,000.00	\$50.20	\$23,594.00	\$75.00	\$35,250.00
\$1,800.00	\$3,600.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$1,500.00	\$7,000.00	\$5,400.00	\$6,800.00
\$6,000.00	\$24,000.00	\$5,000.00	\$20,000.00	\$7,500.00	\$30,000.00	\$5,280.00	\$21,120.00	\$7,000.00	\$28,000.00
\$7,500.00	\$8,000.00	\$7,500.00	\$5,000.00	\$6,500.00	\$14,000.00	\$1,675.98	\$3,550.98	\$3,000.00	\$6,000.00
\$1,750.00	\$24,500.00	\$3,000.00	\$42,000.00	\$1,400.00	\$19,600.00	\$1,669.00	\$23,366.00	\$2,600.00	\$36,400.00
\$1,750.00	\$24,500.00	\$4,000.00	\$36,000.00	\$1,500.00	\$21,000.00	\$1,669.00	\$23,366.00	\$5,200.00	\$44,800.00
\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00	\$7,500.00	\$15,000.00	\$4,621.00	\$9,242.00	\$5,000.00	\$10,000.00
\$4,000.00	\$16,000.00	\$2,900.00	\$7,900.00	\$7,500.00	\$17,500.00	\$7,022.00	\$17,022.00	\$5,000.00	\$5,000.00
\$12.00	\$81,600.00	\$10.00	\$68,000.00	\$10.00	\$68,000.00	\$8.87	\$60,316.00	\$11.00	\$74,800.00
\$18.00	\$86,660.00	\$12.00	\$81,240.00	\$16.00	\$77,120.00	\$19.39	\$92,495.86	\$27.00	\$170,760.00
\$5.00	\$2,000.00	\$7.00	\$2,800.00	\$1.00	\$400.00	\$10.37	\$4,148.00	\$4.00	\$1,600.00
\$50.00	\$25,000.00	\$30.00	\$15,000.00	\$30.00	\$15,000.00	\$56.60	\$28,050.00	\$80.00	\$40,000.00
\$40.00	\$1,600.00	\$80.00	\$3,200.00	\$100.00	\$4,000.00	\$104.10	\$4,164.00	\$120.00	\$4,800.00

SEP 4 2013

13 B

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

MEMORANDUM

TO: Wayne Booth, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: September 3, 2013
RE: H \ **MILL HOUSE ROAD**

Attached for Town Board approval is a proposal from Trans Tech for geotechnical analysis on Mill House Road adjacent to the failed road section. This information is necessary to design the buried retaining walls required for the road restoration

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

JWO/id

Attachment



TransTech Geotechnical Services 1594 State Street Schenectady, NY 12304 ph: 1.800.724.6306 fx: 518.370.5538 www.transtech-geo.com

August 23, 2013

Mr. Jim Osborne
Town Engineer
Town of Newburgh
1496 Route 300
Newburgh, NY 12250

Re: Proposal for Subsurface Exploration and Geotechnical Engineering Report
Proposed Mill House Road Culvert Replacement
Town of Newburgh, New York

Dear Mr. Osborne:

As requested, TransTech Geotechnical Services is pleased to provide you with this proposal to perform a subsurface exploration and provide a geotechnical evaluation report for the proposed new culvert structure planned on Mill House Road in the Town of Newburgh, New York.

SCOPE OF WORK

Subsurface Exploration:

TransTech will perform a test boring at the site adjacent to the proposed culvert replacement structure. The test boring will be advanced to a depth of up to 30 feet below existing grade. Standard Penetration Testing (SPT) will be performed in the borings continuously to a depth of 10 feet, and at 5 feet intervals thereafter. If rock is encountered above a depth of 15 feet, 5 feet will be cored from the boring.

TransTech will notify Dig Safely New York prior to starting work. TransTech will not be responsible for locating privately owned underground utilities that are not cleared or marked by Dig Safe.

Geotechnical Report:

TransTech will perform a geotechnical evaluation and will prepare a geotechnical report for the project. The report will be prepared and signed by a New York registered Professional Engineer. One (1) electronic copy and three (3) hard copies of the report will be provided to the Client. The report will include the following items.

- Presentation and evaluation of subsurface conditions;
- A site map showing the approximate location of the project;
- A test boring location plan showing the approximate test boring locations;

- Subsurface exploration logs;
- Recommended allowable soil bearing pressure for culvert structure foundation;
- Estimated total and differential settlement of foundations;
- Recommended lateral earth pressures for culvert design;
- Groundwater conditions and considerations.

ESTIMATED COST

We estimate the cost for the subsurface exploration and geotechnical engineering report will be **\$3,400.00**. The actual cost for our services will be invoiced based on the unit rates shown on the attached Cost Estimate. We will not exceed the above maximum estimated cost without your prior approval.

SCHEDULE

We are available to begin the field work within about 1 to 2 weeks after receiving a notice to proceed and we estimate it will take 1 day to complete the test boring. The final report will be submitted within 1 week after completion of the field work.

ACCEPTANCE

If this proposal is acceptable, please sign below as your formal acceptance and authorization to proceed and return one (1) copy to our office. This proposal and the Attached Terms and Conditions shall constitute our agreement for these services.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or wish to discuss this proposal, please do not hesitate to contact our office at any time.

Sincerely,
TransTech Geotechnical Services,



Tod M. Kobik, P.E.
Operations Manager

Encl.: Cost Estimate
Standard Terms and Conditions

Proposal Accepted By: _____ **Date:** _____



1594 State Street
Schenectady, NY 12304
Phone (518) 370-5558
Fax (518) 370-5538

COST ESTIMATE

**MILL HOUSE ROAD CULVERT REPLACEMENT
TOWN OF NEWBURGH, NEW YORK
AUGUST 23, 2013**

ITEM	DESCRIPTION	UNIT	UNIT COST	ESTIMATED QUANTITY	ESTIMATED COST
1	Mobilization/Demobilization of Drill Rig & Crew	Lump Sum	\$ 700.00	1	\$700.00
2	Drilling & Sampling	Per Day	\$ 1,500.00	1	\$1,500.00
3	Geotechnical Report	Lump Sum	\$ 1,200.00	1	\$1,200.00
TOTAL ESTIMATED COST:					\$3,400.00

TransTech Geotechnical Services Standard Terms and Conditions for Subsurface Drilling and Geotechnical Engineering Services

<p>SCOPE OF WORK: TransTech Geotechnical Services (TransTech) shall perform services in accordance with an Agreement made with Client. The Agreement consists of TransTech's Proposal and these Standard Terms and Conditions. The scope of work, costs and time schedules, if any, defined in the Proposal are based on information provided by Client and shall be subject to the provisions of this Agreement. If this information is incomplete or inaccurate, or if Client directs change to the scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs and time schedules shall be executed by Client and TransTech as soon as practicable. Client is defined as the person or entity requesting and/or authorizing the work, and in so doing, Client represents and warrants that he/she is duly authorized in this role. The acceptance of TransTech's Proposal signifies the acceptance of the terms of this Agreement.</p>
<p>INVOICES: TransTech shall submit invoices weekly and/or on completion of work for services performed and expenses incurred and not previously billed. Payment is due upon Client's receipt of the invoice, and is past due thirty (30) days from the date shown on the invoice. Client agrees to pay a service charge of one and one-half percent (1.5%) per month on all past due amounts.</p>
<p>STANDARD OF CARE: TransTech will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time. No other warranty of any kind, expressed or implied, in fact or by law, is made or intended. In accepting reports of observations, tests, and opinions provided pursuant to this Agreement, the Client acknowledges that the extent of TransTech's obligation with respect thereto is limited to furnishing of such data, which shall not be solely relied upon by others as acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities under the construction contract to conduct the work in conformance with the project plans and specifications. The Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by TransTech and that the data, interpretations and recommendations of TransTech are based solely on the information available to it. TransTech will be responsible for only the data furnished by it, but shall not be responsible for the interpretation by others of the information developed. The Client agrees to indemnify and hold TransTech harmless from and against all claims, damages, losses, and expenses arising from the interpretation by others and data provided by TransTech.</p>
<p>SAFETY AND RIGHT OF ENTRY: It is understood and agreed that, with respect to Project site health and safety, TransTech is responsible solely for the safe conduct of its personnel in the performance of their duties. It is expressly agreed that TransTech has no responsibility for the protection and safety of any other persons on and about the Project site. The Client will provide for right of entry of the employees, agents or subcontractors of TransTech and all necessary equipment, in order to perform and complete the work, which is the subject of this agreement. While TransTech will take all reasonable precautions to minimize any damage to the property, the Client understands and agrees that in the normal course of work some damage may occur, the correction of which is not part of this agreement.</p>
<p>HAZARDOUS WASTES: The client shall advise TransTech of any hazardous wastes or hazardous substances existing at or near the site at which TransTech is to perform work. If TransTech discovers hazardous wastes or hazardous substances after it undertakes a project, or if TransTech discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what the Client advised TransTech, the Client and TransTech agree that the scope of services, schedule, and estimated fee budget shall be adjusted as needed to complete the work. If reportable quantities of petroleum product and/or chemical contamination are discovered on the project site during performance of the work tasks described herein, or during any subsequent work completed at the project site, the appropriate local, state, and/or federal agencies will be notified immediately, as required by law. The ownership of and responsibility for all contaminated materials, hazardous materials, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the Client.</p>
<p>DELAYS: TransTech shall not be considered in default under this Agreement if its performance is prevented or delayed by any cause which is beyond its reasonable control. Further, Client understands and agrees to pay all reasonable charges associated with any delays, cancellations, rescheduling or other activities that may alter time schedules and anticipated costs and that are beyond the reasonable control of TransTech.</p>
<p>OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, and other documents prepared by TransTech as instruments of service shall remain the property of TransTech. The Client agrees that all reports and other work furnished to the Client or its agents, which is not paid for, will be returned to TransTech upon demand and will not be used by the Client for any purpose whatsoever. TransTech will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times upon request and for the cost of reproduction. The Client and TransTech agree that reuse of documents on extensions of the project or any other project by either party is prohibited without permission.</p>
<p>SAMPLE RETENTION: TransTech will retain all soil and rock samples for 60 days after submission of test reports to the Client. Further storage or transfer of samples will be made upon written request at the Client's expense.</p>
<p>SUBPOENAS OR COURT ORDERS: If any subpoena or court order is served upon TransTech and/or any of its staff, subconsultants or subcontractors requiring the presentation of documents or appearance at a deposition or trial, or for other discovery purposes, arising out of services provided under this Agreement, Client shall pay the charges applicable to TransTech's compliance with the subpoena or court order. Charges will accrue on an actual time and related expense basis in accordance with the standard rates in effect at the time of service upon TransTech of the subpoena or court order. Invoices will include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial.</p>
<p>UTILITIES: The Client will provide to TransTech documentation setting forth the location and depth of all underground utilities or structures. In the prosecution of its work, TransTech will take all reasonable precautions to avoid damage or injury to underground structures or utilities. The Client agrees to hold harmless, indemnify and defend TransTech from any and all loss, cost, expense claim, damage or liability resulting from subsurface conditions which are unforeseen, not called to TransTech's attention or correctly shown on the plans furnished by or on behalf of the owner.</p>
<p>LIMITATION OF LIABILITY: The liability of TransTech for any reason whatsoever arising under or relating to this Agreement will not exceed in the aggregate \$50,000 or the amount of the fee actually received by TransTech, whichever is greater. In addition, in no event will TransTech be liable for any claim or demand by Client, or against Client by any third party, in or for any amounts representing loss of profit, loss of business, delay damages or special, indirect, incidental, consequential, exemplary or punitive damages. The provisions of this paragraph shall apply regardless of the form of the cause of action, whether in contract, tort (including without limitation, negligence), statute or otherwise.</p>
<p>INDEMNIFICATION: If any claim, suit or legal action arising out of the services under this Agreement is asserted against TransTech, its respective shareholders, directors, officers, consultants, agents or employees, by a person or entity who is not a party to this Agreement, Client agrees to indemnify, hold harmless, protect and defend TransTech from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have been caused by the negligence of TransTech. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of TransTech.</p>
<p>INSURANCE: TransTech represents and warrants that it, together with its agents and staff, are protected by worker's compensation insurance, and that TransTech has such coverage under public liability and property damage insurance policies that TransTech deems to be adequate. Certificates for any such policies of insurance will be provided to the Client upon written request. The Client recognizes that TransTech's insurance policies contain certain exclusions, including those for certain claims arising from the discharge, dispersal, release or escape of pollutants. The Client agrees to defend, indemnify, and hold TransTech and its employees or agents harmless for and against all claims, causes of action, suits, proceedings, damages, losses, and expenses, including third party claims or actions, arising from TransTech's work for the Client under this Agreement that falls within the scope of any exclusion from TransTech's liability or property damage insurance policies.</p>
<p>NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against Client or TransTech.</p>
<p>DISPUTE RESOLUTION: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof which cannot be resolved through negotiation shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and TransTech shall select by mutual agreement a neutral mediator. If the dispute cannot be settled through mediation, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Each party involved in the arbitration process shall pay all its own arbitration fees and costs to the AAA and shall share equally in the fee charged by the arbitrator(s). All mediation or arbitration shall take place in Albany, NY unless Client and TransTech agree otherwise.</p>
<p>TERMINATION: This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TransTech shall be paid for services performed prior to the termination date set forth in the notice plus reasonable termination expenses.</p>

14. DATA PROCESSING: GIS Software by SCA

September 4 Audit Meeting Data Processing

1.

Hosting of GIS system with Software Consulting Associates

One Time Cost
 Software and License.....\$ 6900.00
 Setup & Training \$ 1000.00

Funded from the capital line accounts listed below in bold:

Highway -	5130.2 - \$1975.00		
	*5130.0497 - 525.00		
Filter -	8330.2 - 1975.00		
	* 8330.0497 - 525.00		
Water -	8340.2 - 1975.00		
	*8340.0497 - 525.00		
Sewer -	8130.2 -	5001 - 32.98	8130.0497 - 5001 - 8.76
		5003 - 244.90	* 5003 - 65.10
		5004 - 118.9	* 5004 - 31.60
		5005 - 14.61	* 5005 - 3.88
		5006 - 96.97	* 5006 - 25.78
		5007 - 72.87	* 5007 - 19.37
		5008 - 23.30	* 5008 - 6.19
		5009 - 22.32	* 5009 - 5.93
		5010 - 1348.33	* 5010 - 358.42

After the first year the following charges will apply, annual maintenance and support charge of \$ 900.00 annually and a charge for viewing by town employees of \$ 1200.00 for a total of \$ 2100.00 per year to be funded from above lease and maintenance accounts marked with an *

2.

Purchase of 37.5 hours at \$ 80.00 per hour From Firthcliffe Technologies for computer service for a total of \$ 3000.00 from Firthcliffe Technologies from the computer maintenance account 001 1680 0497 which currently has balance of \$ 14, 457.34.



Municipality GIS 20/20



For The
Town of Newburgh, NY

July 2nd, 2013

Prepared by:

Software Consulting Associates
54 Elizabeth St.
Red Hook, NY

Account Representative: Wil LaBossier

Phone: (845) 758-0104

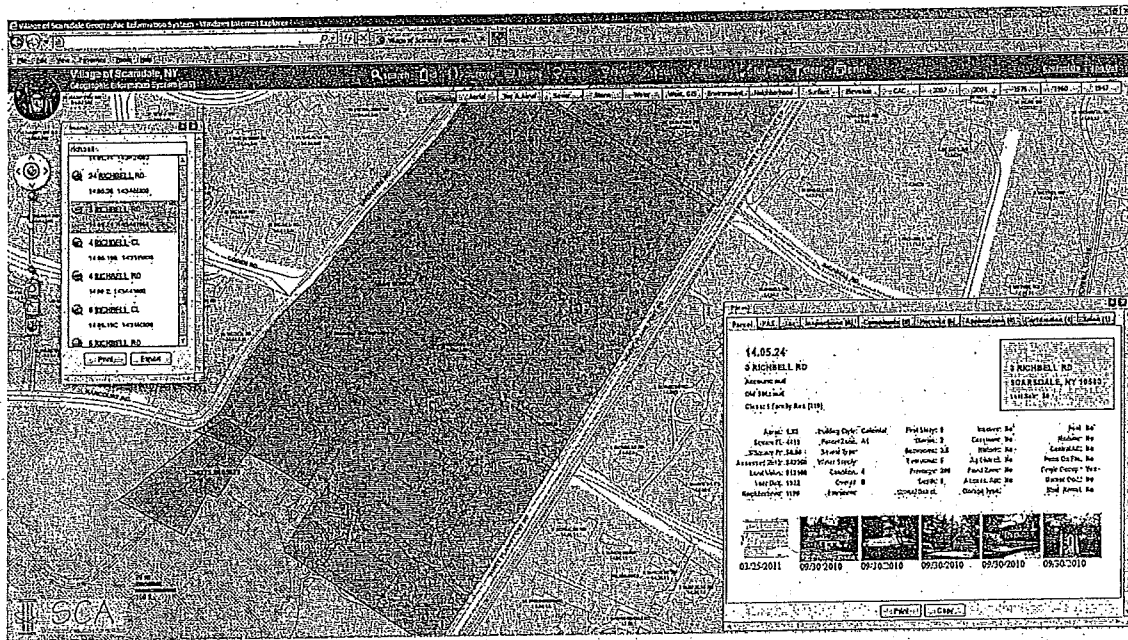
Fax: (845) 758-0884

E-Mail: wil@sca-corp.com

Website: www.sca-corp.com

GIS – Web Based GIS

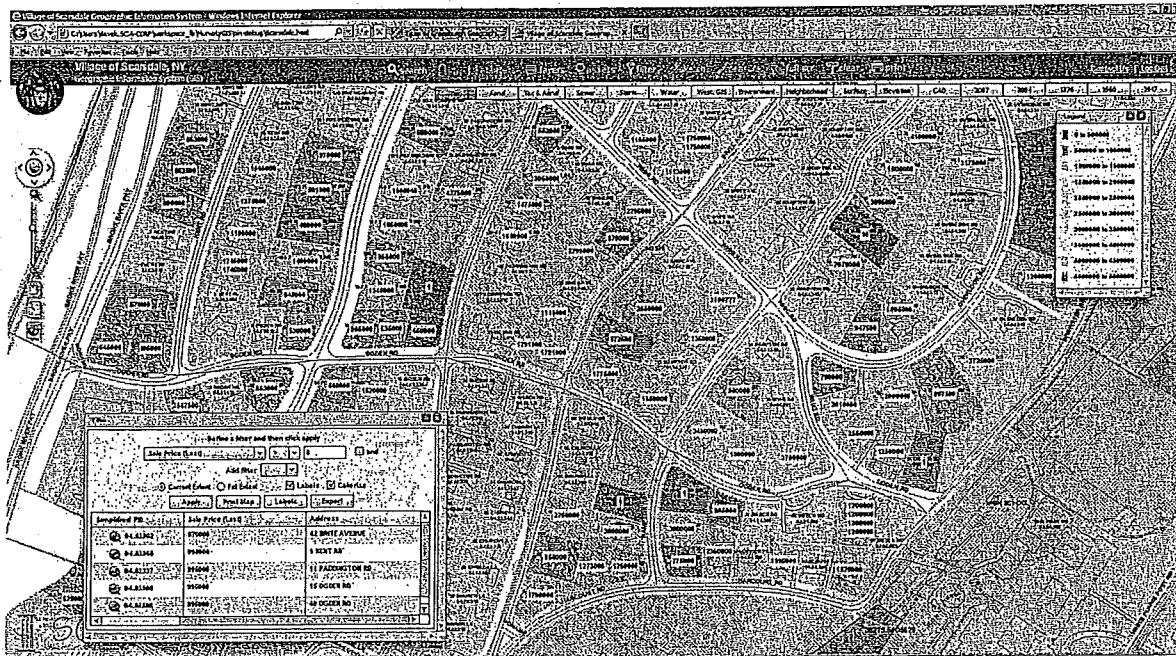
Municipity Web Based GIS is a module that enables both internal and external (if desired) users to view parcel information and other GIS data via a web-browser.



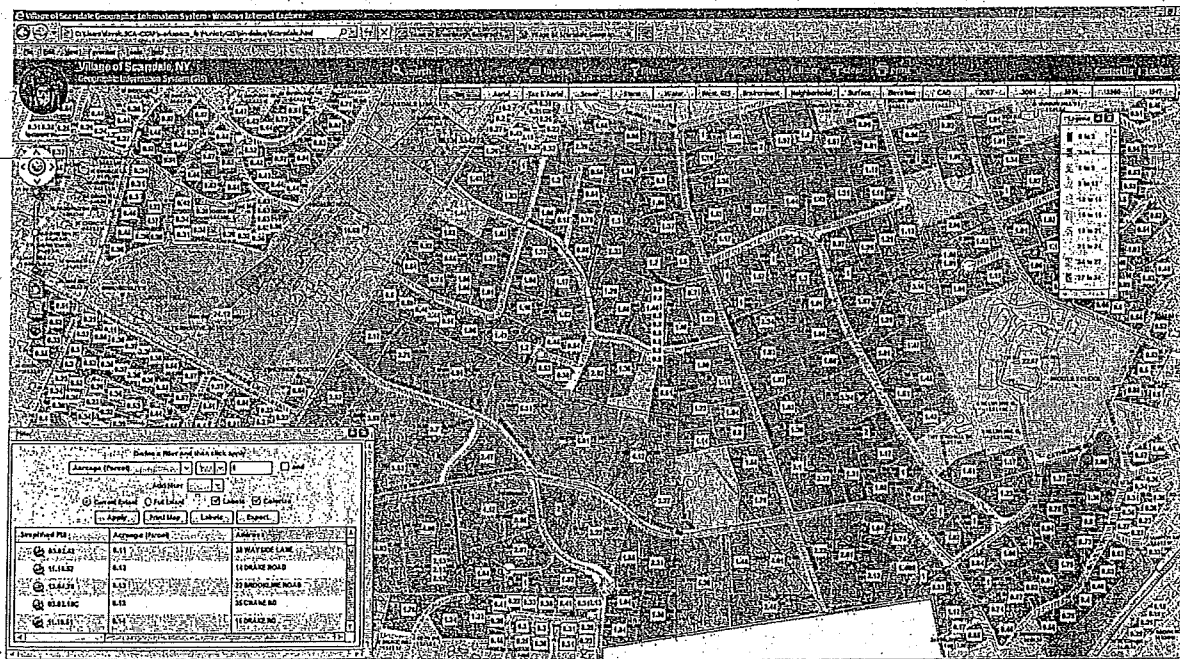
Example of a GIS web application with municipal data

Features of the Municipity GIS:

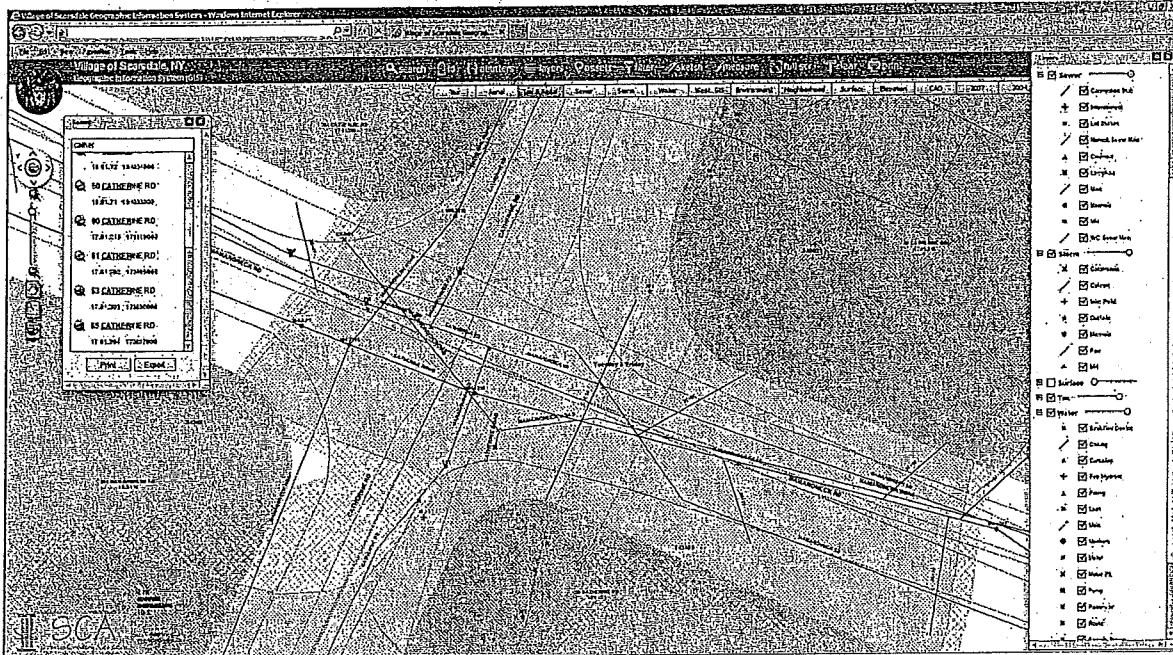
- Easy, flexible search options.
- Orthographic layer support.
- User level security and access.
- Click to select /unselect single or multiple parcels.
- Abutters Notices (including label print, report and map).
 - Select Multiple Parcels and run Abutters Notices from the combined perimeter of all Parcels.
 - Handle Condominium Complexes as both a single entity and individual units for Abutters Notices and Reporting.
- Click a Parcel to display parcel information, including pictures, documents, property card (if provided by the town) and more.
- Filter parcel select based on vast criteria specific to SCA databases (i.e. acreage, water districts, property class, zoning and more).
- Enabled users can update inspection results from any web-enabled device.
- Create reports.
- Save map in various formats.
- Extract select information to Excel/CSV.
- Color coding and labeling of various search parameter.



Last Sale Price filter



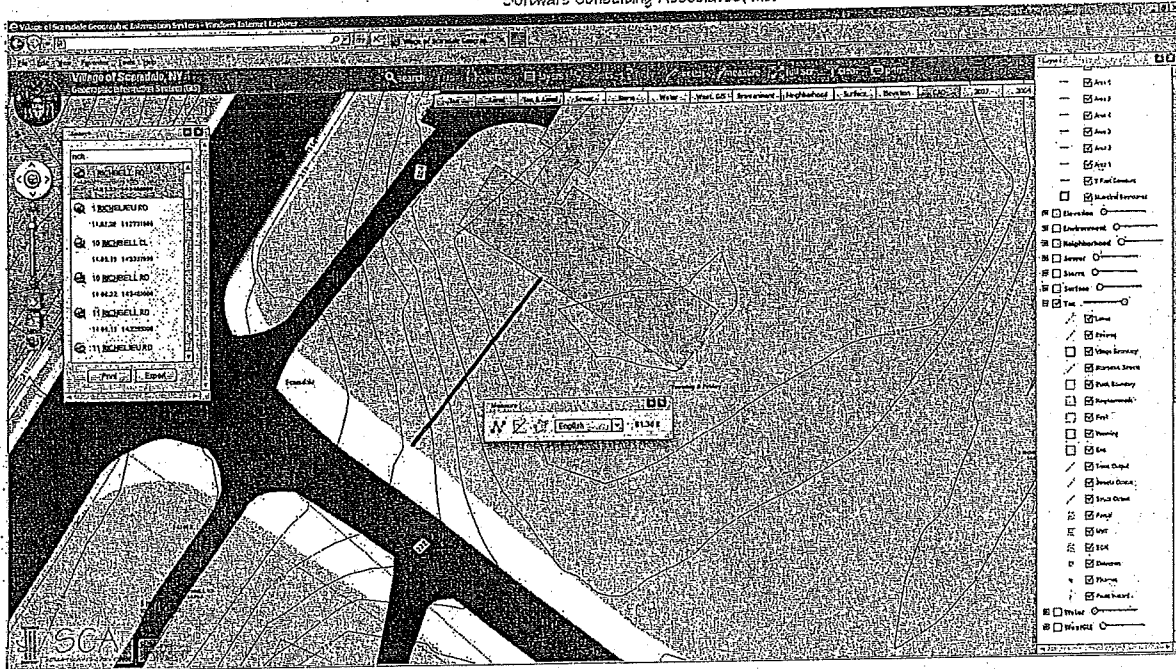
Parcel Acreages for specified map extent



A complex intersection of municipal services in a designated floodplain

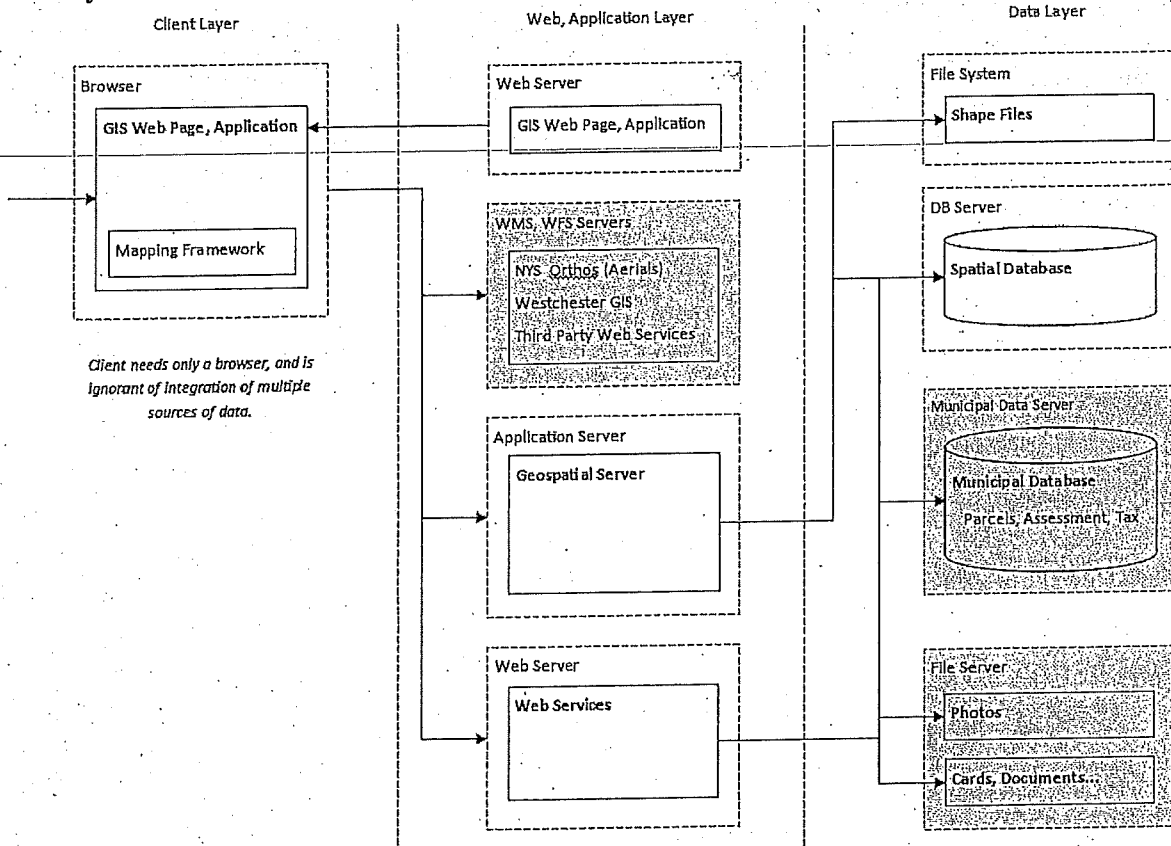


Managing assets on an aerial and elevation map



Measuring curbsto to house

GIS System Architecture:





Investment

Municipality GIS 20/20

<input type="checkbox"/> Municipality GIS 20/20	
Software License	\$6,900
Setup, Customization and Training	<u>\$1,000</u>
Total One-Time Cost:	\$7,900
Annual Maintenance and Support	\$900
Annual Hosting Charge (<i>one of the following</i>)	
Internal Use Only (Town Employees Only)	\$1,200
Open to the Public	\$2,400

Authorization

The Town of Newburgh, NY hereby agrees to the procedures outlined above and the "Terms and Conditions" attached hereto and made a part hereof, and authorizes Software Consulting Associates to proceed with the project.

Town of Newburgh, NY

By: _____

Title: _____

Date: _____

SOFTWARE CONSULTING ASSOCIATES

By: _____

Title: _____

Date: _____



Terms and Conditions

This is a legal agreement between you (either an individual or an entity), the end user, and Software Consulting Associates.

Responsibility of Software Consulting Associates (SCA).

SCA shall be responsible for the performance of the services provided for in this agreement in accordance with the "Performance Schedule." SCA shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by you. Regardless of your acceptance of completed materials when delivered, SCA shall correct errors found either by you or SCA. See "Warranties; Limitations" for SCA's liability for all services.

Your Responsibility.

You shall be responsible for the correctness and accuracy of the information you supply to SCA, for providing SCA with timely decisions and answers to questions raised by SCA, for inclusion of sufficient funds in your budget to pay SCA for services, and for the prompt payment of invoices. You shall also be responsible for completing your work in accordance with the "Performance Schedule."

Adjustments to Performance Schedule; Unauthorized Delays.

- A. Adjustments to Schedule. Upon the mutual consent of you and SCA, the "Performance Schedule" may be changed or extended as provided under "Changes" below.
- B. Unauthorized Delays. In the event of any unauthorized delay on your part, SCA may impose delay charges upon providing notice thereof to you. An "unauthorized delay" shall mean any delay not authorized by both SCA and you.

Variations from Standard Methods or Procedures.

Variations from SCA's standard methods and procedures must be requested by you, in writing, specifying the exact nature of the desired variations. SCA will accommodate such variations wherever possible, with any additional charges for such variations, as determined by SCA and approved by you, to be paid by you.

Payment Terms.

All payments shall be made within 30 days of receipt of the invoice/voucher. You shall not discount nor withhold any portion of the amount for any reason. ~~Late payments will be charged interest at the rate of 1.5% for each month or part thereof that such payment is in arrears.~~

Software.

The Software being delivered pursuant to this agreement is being licensed to you pursuant to a License Agreement (the "License"), attached hereto and made apart hereof, between the publisher of the software and you. You agree that all terms, conditions and limitations set forth in the License shall apply to this contract as it relates to the Software.

Computer Hardware.

Any computer hardware being delivered in accordance with this agreement is being delivered with the manufacturer's warranty. The manufacturer's warranty is in lieu of all other warranties, express or implied, and SCA shall have no obligation or liability under "Warranties; Limitations" or otherwise with respect to hardware.

Title.

All computer software and other intellectual property of SCA used in performing its services shall remain the property of SCA.

Term and Termination.

- A. The initial term of this agreement, unless sooner terminated as hereafter provided, shall be for one year, commencing on the date hereof.
- B. Either party shall have the right to terminate this agreement with immediate effect if the other party fails to cure to such party's reasonable satisfaction any material breach or violation of this agreement within 60 days after such party has given the other written notice thereof.
- C. Upon termination, all work prepared by SCA may, at your option, become your property, and SCA shall be entitled to receive just and equitable compensation for all services performed.



Warranties; Limitations.

- A. SCA warrants that the services provided hereunder will be performed by qualified personnel in a good and workmanlike manner and that any deliverables will be free of material defects. SCA's liability and your exclusive remedy for failure of any service or deliverable to meet this warranty shall be limited to reperformance, at SCA's cost, of such service or deliverable. SCA's warranty does not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by you or (ii) work or services performed by others.
- B. The foregoing warranties are in lieu of all other warranties, whether oral, written, express, implied or statutory. Implied warranties of fitness and merchantability shall not apply. SCA's warranty obligations and your remedies thereunder are solely and exclusively as stated herein.
- C. The limitations and protections against liability afforded SCA herein shall apply to any action or claim in connection with the services, whether based on contract, tort, statute or otherwise (including negligence, warranty and strict liability). The cumulative liability of SCA for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder, shall be limited to the amount paid to SCA pursuant to this contract. SCA shall not be liable to you or any other person or entity for indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.
- D. No action may be maintained or proceeding commenced by you or others against SCA with respect to services unless such action or proceeding is commenced within one year after completion by SCA of the particular services to which such action or proceeding relates. Either party shall be entitled to recover reasonable attorney fees incurred in the successful enforcement of this agreement, regardless of whether a cause of action is commenced.

Changes.

You may at any time request changes in the scope of this agreement. Moreover, SCA may suggest changes. Where changes are agreed to by the parties, SCA shall issue a Change Order for your review and signature describing the changes as well as the adjustments in schedule and fees occasioned by the changes in scope. SCA shall not be required to implement any change until you have signed and returned the Change Order.

Notices.

All notices and other communications which are required or permitted to be given, shall be in writing and shall be delivered either personally, by facsimile, by reputable overnight courier or by registered or certified mail and shall be deemed effectively received (i) if delivered in person, on the date of such delivery, (ii) if transmitted by facsimile, on the date indicated on the sender's receipt of confirmation, (iii) if delivered by overnight courier, on the next business day following deposit thereof with such overnight courier, or (iv) if sent by mail, upon the third business day following the deposit thereof, postage prepaid.

Force Majeure.

If any performance by any party shall be prevented, hindered or delayed by reason of any cause beyond the reasonable control of such party (such event being hereafter called an "event"), including, without limitation, acts of God, riots, fires, floods, unusually severe weather, curtailment or termination of sources or supplies of energy or power, inability to obtain or delay in obtaining materials or supplies, strikes or other disputes involving such party or its subcontractors or suppliers, acts of war, insurrection, civil unrest, riot or disorder, acts of governmental authorities, changes in law or regulation, or any other cause beyond the reasonable control of such party, whether similar or dissimilar to those expressed hereinabove, such party shall be excused from performance to the extent that its performance is so prevented, hindered or delayed. Such excuse from performance shall extend so long as the event continues to prevent, hinder or delay the performance by such party. The party whose performance is affected shall give the other parties notice within 15 days of the event specifying the event, the performance affected and the anticipated date, if any, performance can be made.

Disclaimer of Association.

This agreement shall not be construed as creating a partnership, joint venture, agency or any other association which would impose upon one party liability for the acts or omission of the other, and neither party shall have the right to bind the other.

No Waiver.

Any failure by either party hereto to enforce at any time any term or condition shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition.



Dispute Resolution.

The parties mutually agree to seek mediation as the preferred alternative of dispute resolution in the event of any disagreement over the terms of this agreement.

SOFTWARE CONSULTING ASSOCIATES.

54 Elizabeth St.

Red Hook, NY 12571

845/758-0104

TOWN OF NEWBURGH

Newburgh, New York 12550
(845) 564-5220

DO NOT WRITE IN THIS BOX

DEPARTMENT Town Hall

CLAIMANT'S NAME AND ADDRESS
Firthcliffe Technologies
198 Willow Ave
Cornwall, NY 12518

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

TERMS _____

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
8/21/13	1	Maintenance Agreement	3000.00	3000.00
				\$0.00
			TOTAL	3000.00
				\$0.00

Due

CLAIMANT'S CERTIFICATION

Stacey Lyle certify that the above account in the amount of \$ 3000.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

8/22/13
DATE

Stacey Lyle
SIGNATURE

Vice President
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

APPROVAL FOR PAYMENT

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

Date

Authorized Official

Date

Auditing Board

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
8/21/2013	5178

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	Maintenance Agreement	3,000.00	3,000.00
0	-- Purchase of Block of 37.5 Hours for Computer Repair		0.00
Thank you for your business!		Total	\$3,000.00

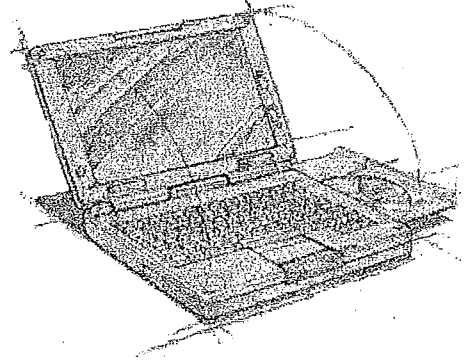
Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Estimate

Date	Estimate No.
8/22/2013	140

Name / Address
Town of Newburgh 1496 Route 300 Newburgh, NY 12550



Vendor Quote #(s)

Description	Qty	Unit Cost	Total
Maintenance Agreement -- Purchase of Block of 37.5 Hours for Computer Repair	1	3,000.00	3,000.00
Thank you for your business!		Total	\$3,000.00

Signature/Date

Any Items with Zeros "0" in the "Qty" column are optional. The prices in the "Unit Cost" column are upgrade prices that are in addition to the original quoted items.



Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Statement

Date
8/22/2013

To:
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

		Amount Due	Amount Enc.		
		\$33.03			
Date	Transaction	Amount	Balance		
06/24/2013	Balance forward		625.53		
06/26/2013	INV #5004. 6/18/13 Remote Administration - Code Compliance (Billy)	40.00	665.53		
06/28/2013	INV #5048. 6/7/13 Remote Administration (Paul)	40.00	705.53		
07/17/2013	INV #5053. Nbg Assessor- John-removed Trojans	120.00	825.53		
07/22/2013	INV #5059. 7/10/13 Service Call - Assessor (Billy)	240.00	1,065.53		
07/22/2013	INV #5060. 7/12/13 Service Call - Planning (Billy)	80.00	1,145.53		
07/22/2013	INV #5067. 7/16/13 Premium Remote Labor Rate - Planning (Paul)	67.50	1,213.03		
07/22/2013	INV #5070. 7/16/13 Remote Administration - Planning (Paul)	60.00	1,273.03		
07/24/2013	PMT #062084. Inv# 4994 ck 7/22/13	-3,000.00	-1,726.97		
07/28/2013	INV #5082. 7/17/13 Service Call - animal control (Billy)	80.00	-1,646.97		
07/28/2013	INV #5083. 7/17/13 Remote Administration (Paul)	40.00	-1,606.97		
07/28/2013	INV #5093. 7/23/13 Service Call (Billy)	80.00	-1,526.97		
08/07/2013	INV #5106. 7/24/13 Service Call - DPW (Billy)	120.00	-1,406.97		
08/07/2013	INV #5117. 8/1/13 Remote Administration - Court (Billy)	40.00	-1,366.97		
08/12/2013	INV #5129. 8/2/13 Service Call - Court (Billy)	80.00	-1,286.97		
08/12/2013	INV #5130. 8/6/13 Service Call - Assessor (Billy)	120.00	-1,166.97		
08/12/2013	INV #5133. 8/7/13 Service Call - Court (Billy)	160.00	-1,006.97		
08/18/2013	INV #5147. 7/31/13 Service Call - Court (Billy)	640.00	-366.97		
08/18/2013	INV #5151. 8/5/13 Remote Administration (Paul)	80.00	-286.97		
08/18/2013	INV #5152. VOID: 8/5/13 Remote Administration - Assessor (Paul)	0.00	-286.97		
08/18/2013	INV #5160. 8/8/13 Remote Administration - Accounting (Paul)	120.00	-166.97		
08/20/2013	INV #5165. 8/12/13 Service Call - Planning Board (Billy)	80.00	-86.97		
08/20/2013	INV #5166. 8/12/13 Service Call - DPW (Billy)	80.00	-6.97		
08/21/2013	INV #5178. VOID: Maintenance Agreement - block of time	0.00	-6.97		
08/22/2013	INV #5180. 7/24/13 Service Call - Town Hall (Billy)	40.00	33.03		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
33.03	0.00	0.00	0.00	0.00	\$33.03

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
6/26/2013	5004

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
0.5	6/18/13 Remote Administration - Code Compliance (Billy) -- Installed APC Personal Edition software on the XP machine and tested the battery backup. -- There were no issues with the unit. The alarms will sound if there are any issues with power (in the building). -- I disabled the alarms for certain times so they don't hear them anymore.	80.00	40.00

Thank you for your business!	Total	\$40.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
6/28/2013	5048

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
0.5	6/7/13 Remote Administration - DPW (Paul) -- Spoke with Dan at Badger support about meter reader software and what SQL we need to download for the installs at the DPW -- Downloaded various installation files from the Microsoft SQLEXPRESS 2008 R2 Sp2 Website and burned a DVD with those items -- One of them will be the correct version for the installs as the DPW -- Downloaded both the 32 bit and 64 bit version in case they have or ever get any 64bit machines. -- Did this because their Internet connection would have required hours to download the files.	80.00	40.00

Thank you for your business!	Total	\$40.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
7/17/2013	5053

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1.5	Priority In Shop Labor (Assessor-John) --Picked up system from the assessors office --Computer showed no signs of the FBI virus. Removed 2 Trojans, nothing major. --Returned system and setup for John	80.00	120.00
		Total	\$120.00

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
7/22/2013	5059

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
3	7/10/13 Service Call - Assessor (Billy) Assessor's -- Helped Mary with a few issues she was having. I had to reinstall the printer because Windows 7 did not like the current driver installed. -- After some research I installed the printer in a different sequence and it fixed her issues. Also printed out her old address book so she could re create it on her new PC. -- Got John's e-mail to work on his new system by checking ' log into incoming server before sending E-mail's and for some reason that corrected the sending issue. -- Installed Johns new computer and changed the resolution because he wanted the Windows larger. -- Installed Martha's printer on her new machine, installed Google toolbar for her and changed her resolution also. -- Moved some more of Alan's documents and pictures on to his new system, installed his new system and went through all of the shortcuts and programs to make sure everything worked. All items that were no longer used were deleted. Made sure all of his documents and files were all on the new machine. I set his old machine up on the back just in case he comes across something that is missing or isn't working. Set up the printer on his desk as his default printer and made sure he can print to the other printer in the office as well as the copier down the hall.	80.00	240.00

Thank you for your business!	Total	\$240.00
------------------------------	--------------	----------

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
7/22/2013	5060

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	7/12/13 Service Call - Planning (Billy) -- Printed a test page from his computer to the copier and to the printer on his desk. They both worked correctly. -- Called him to ask specifically what the issue was and he said he couldn't print things through IPS and the error was something along the lines of "cannot connect to printer." -- Set the default printer to be the copier and had Jerry log into IPS and generate a report. After that I successfully printed to the report to the copier.	80.00	80.00

Thank you for your business!	Total	\$80.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
7/22/2013	5067

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
0.75	7/16/13 Premium Remote Labor Rate - Planning (Paul) -- John had sent another message that he could not access the old XP planning board PC with remote desktop saying it was the same problem. -- Got onto the new Win 7 PC remotely and saw he was on it with an error trying to access the old PC with remote desktop but it wasn't the same issue. -- Tried sending him E-mail back to his iPhone that I was connecting to help -- Tried calling his iPhone which must not have been near him at the time because I could not get him via the iPhone -- Finally just tried taking control of the new PC and when he paused with what he was doing I managed to bring notepad up to type him a note that it was me attached to the PC trying to remedy the problem -- Realized the old XP PC had shutdown since I first connected to logmein on the new PC and I sent John a note where the old PC was located and that he needed to start it up with the power button. -- Once the old XP PC started back up the remote desktop connection found the PC and I could login with the credentials. I don't know why the XP PC had shutdown. -- Let John know everything should be good and he responded shortly after that all was good and he could do his work now.	90.00	67.50

Thank you for your business!	Total	\$67.50
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
7/22/2013	5070

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
0.75	7/16/13 Remote Administration - Planning (Paul) -- Connected to both the new and old planning board PCs to determine the problem with John getting into the old PC with remote desktop -- The username being used to connect to the old PC with remote desktop should have been planning on that PC but it was listed as something else and would not allow you to change it without forcing someone else off but once I answered yes and forced whatever ID the PC was logged into with off I could log in without any issues -- Sent John an e-mail and also spoke with him via the phone. -- Fred and I also had a brief conversation with Gil about that problem as well as the fact that the old PC was XP which will not be supported next spring and that John was asking about how they would get their old data from Eric's program into IPS	80.00	60.00

Thank you for your business!	Total	\$60.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
7/28/2013	5082

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	7/17/13 Service Call - animal control (Billy) -- Cheryl's cookies needed to be cleared to let her into her email. -- Cleared her cookies and Internet cache and she can now access her email.	80.00	80.00
Thank you for your business!		Total	\$80.00

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
7/28/2013	5083

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
0.5	7/17/13 Remote Administration - Town Hall (Paul) -- Configured an external time server sync on the Newburgh Domain controller since the Assessors notified us that the time was fast by about 8 minutes. It should now sync with and outside server to get official time and the PC s in the domain will sync with the domain controller	80.00	40.00

Thank you for your business!	Total	\$40.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
7/28/2013	5093

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	<p>7/23/13 Service Call - Highway Dept (Billy)</p> <p>-- Highway department wants to use a device and software that was once used by an outside person. They are moving this job in house. Which requires software installation to work with a device.</p> <p>-- I was able to install the software and get the software to recognize the device however without activating the software, they are unable to view or modify any of the data on it. I tried to activate the software using the proof of purchase code but the Website said the software was already activated. Phil and I discovered that the last consultant that they used had activated the software under his personal account as opposed to using Newburgh highways account. We cannot activate the software until it is unactivated on the computer it was initially installed on. We spoke to the software company and explained the predicament, we are waiting to hear back from them once they deactivate the first computer.</p> <p>-- Once the computer is deactivated, we can then activate it on the Newburgh highway's computer and they will be able to use the device.</p> <p>-- Cathy's computer also seems to be having some issues with Windows update, it doesn't seem to be doing automatic updates and when I try to make it, it doesn't seem to work. I was also not able to turn on or off any Windows features, the box would just hang and not do anything</p>	80.00	80.00

Thank you for your business!

Total \$80.00

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
8/7/2013	5106

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1.5	7/24/13 Service Call - DPW (Billy) -- Mounted the Router and the Switch onto the Wall, placed the surge protector on the floor. -- Pulled the extra Cat5 cable into the wall. -- Re ran the power wires for the computer and the monitor. Re ran the Cat5 cable going to the copier. Ran the phone line under the rubber molding.	80.00	120.00
Thank you for your business!		Total	\$120.00

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
8/7/2013	5117

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
0.5	8/1/13 Remote Administration - Court (Billy) -- The two courtroom computers are exhibiting poor Internet speeds. -- Logged into the both and ran the speed tests. Courtroom1 showed very high download speed, but extremely low upload speed. The courtroom2 computer showed exactly the opposite. I ran the speed optimizer provided by Verizon to see if that would help the issue. After running the tests, the systems still showed the same results. This leads me to believe there is faulty wiring going to those two machines	80.00	40.00
Thank you for your business!		Total	\$40.00

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
8/12/2013	5129

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	8/2/13 Service Call - Court (Billy) -- Brought over 2 switches to further troubleshoot the slow connection speeds between the two court computers. -- Hooked up a 10/100 switch the one of the ports on the smart switch that I knew was functioning correctly. -- Hooked the court computer into the new switch and tested the speed. Speed test came back with the proper speeds. This eliminates the wiring being faulty and points now to the smart switch. -- Hooked up the remaining Ethernet cables to the loaner switch this way those systems would be getting the correct speed. -- Need to go back and troubleshoot the smartswitch (DPW had remote support on their PC so we could not continue)	80.00	80.00

Thank you for your business!	Total	\$80.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
8/12/2013	5130

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1.5	8/6/13 Service Call - Assessor (Billy) -- Hooked up our loaner switch 10/100, to the court computer and ran a speed test. The speed test came back with perfect results. I then moved the rest of the computers that were attached to that part of the Dell switch over to the loaner switch this way everyone gets the speed they should be getting. -- Was not able to power off the Dell switch because John Platt was in a training session and required the Internet. -- Ran a few more speed tests from other ports on the smart switch and they all tested at very low download speeds, the upload speeds were okay but not what they should be. -- Need to go back to power off the switch and continue troubleshooting. -- Spent some time with John Platt trying to get a printer to work from the remote desktop from the court server. After several failed attempts, I explained to John that this type of configuration is not very straight forward and would require additional research and steps for it to work correctly. He understood and we continue to figure out the best solution to this.	80.00	120.00

Thank you for your business!	Total	\$120.00
------------------------------	--------------	----------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
8/12/2013	5133

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
2	<p>8/7/13 Service Call - Court (Billy)</p> <p>-- Set up John Platts email to work correctly. The switch to Fios required us to change a setting in his email to log onto the incoming mail server.</p> <p>-- John also said they were having a problem with the Readcenter software on the two client machines. The two client systems were not able to connect to the sever (DPWuser computer).</p> <p>-- Called Badger tech support, and they logged into two of the machines. After trouble shooting the issue, He realized the issue was related to the firewall settings. after he changed the firewall settings, the two other systems were able to access the database. not sure who changed the settings because when we first set this up, the settings were correct.</p> <p>-- Found the documentation for the Dell smart switch and called Dell Tech support to do some troubleshooting.</p> <p>-- Was able to log into the switch using the web interface.</p> <p>-- Got on the phone with Dell tech support and they logged into my laptop to view the switch settings.</p> <p>-- Explained to him the reasoning for using a smart switch and why half of the switch was configured at 10/100.</p> <p>-- Dell tech seemed to feel differently, and switched the one of the settings on port 1 to 'auto negotiate' essentially letting the switch choose the speed.</p> <p>-- After that he asked me to test the speed at the port. The speed test results came back 80/39.</p> <p>-- After that he concluded he did not feel anything was wrong with the switch, but offered to keep the case open, until we resolve the issue. He gave me his contact info in case we wanted to do anymore troubleshooting.</p> <p>-- He also informed me that the firmware is two versions behind the current one, and that would be a great place to start with resolving the issue.</p>	80.00	160.00

Thank you for your business!	Total	\$160.00
------------------------------	--------------	----------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
8/18/2013	5147

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
4	7/31/13 Service Call - Court (Billy)	80.00	320.00
4	7/31/13 Service Call - Court (Paul)	80.00	320.00
	-- Logged into the new modem/router with Paul's laptop to configure the FiOS settings. Had Gil create an e-mail and password and he accepted the terms and agreement. At that point the service was configured and active. -- Tested the speed from the server to verify we were getting the correct speed, all checked out okay. -- Removed the old modem and placed the new one in its place. -- Removed the old Netgear router because the Verizon modem will be taking its place. -- Went around to all of the machines and removed the secondary DNS server which was originally set as the time warner one. -- Tested the speeds on all of the machines and noticed some inconsistencies in the speeds. -- Found that courtroom1 had a very high download speed and very low upload speed. -- The courtroom2 PC had the exact opposite problem. -- Did some troubleshooting but were unable to come to a conclusion as to why they were testing that way. -- Spoke with Gil via phone and explained the new connection was very fast except for a few PC where we think there are wiring issues. -- Suggested we might need to test wires or the switch to determine the issues in those areas		
Thank you for your business!		Total	\$640.00

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
8/18/2013	5151

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
0.5	8/5/13 Remote Administration (Paul) - Assessors -- Worked w/ Jason -- Discussed problem with over the phone and also connected remotely to look at server and work on different settings with Jason	80.00	40.00
0.5	8/5/13 Remote Administration (Paul) - Assessors -- Jason called again and we were still working on issues with the SCA's sewer bond program working on Alan's new PC from the domain controller -- Jason finally got it working with the security changes I had made on the server and by putting the executable on Alan's "C" drive to call up the database on the server. -- For some unknown reason it will not launch the shortcut and call up the database on the server if the icon is launched from the server share -- This does work on all the tax receiver PCs and they do not need the workaround	80.00	40.00

Thank you for your business!	Total	\$80.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
8/18/2013	5160

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	8/8/13 Remote Administration - Accounting (Paul)	80.00	80.00
0	-- Spoke with Jackie about check printing problems and suggested she call Secure Check or KVS since the server , workstation, and printer are communicating for other software -- She did get the word out to all sites connected to the server so I could reboot it to see if that helped -- Jackie called back she still could not print checks -- She will contact KVS and let us know tomorrow if they need additional support		0.00
0.5	8/9/13 Remote Administration - Accounting (Paul)	80.00	40.00
0	-- Spoke with Jackie as well as tech from KVS about the check printing issues -- After speaking the KVS and Jackie about what we had already done , the KVS tech suggested he let me go and he would research the problem further. -- KVS restarted their services on the server but that didn't seem to help either		0.00

Thank you for your business!	Total	\$120.00
------------------------------	--------------	----------

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
8/20/2013	5165

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	8/12/13 Service Call - Planning Board (Billy) -- Shut down planning board PC attached to the battery back up. -- Removed old battery backup and installed new one. -- Turned on PC. -- Made sure everyone could access the Internet and the network	80.00	80.00

Thank you for your business!	Total	\$80.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
 Cornwall, NY 12518
 PH: 845-534-9800

Invoice

Date	Invoice #
8/20/2013	5166

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 07/24/2013

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
1	8/12/13 Service Call - DPW (Billy) -- Two of the new Microsoft Office installs were not activating over the Internet. -- Had to activate them both over the phone with Microsoft. -- John wanted the water distribution e-mail to work on the other new system we installed. -- Went to Edith's machine to get the settings but no one could remember the password. -- Hooked up her old machine to retrieve her password. -- Configured the e-mail settings on the other system to use the water distribution e-mail. -- Also had to reconfigure Edith's e-mail settings after the switch to Fios , checking the box that says 'require logon to incoming mail sever	80.00	80.00

Thank you for your business!	Total	\$80.00
------------------------------	--------------	---------

Firthcliffe Technologies, Inc.

198 Willow Ave
Cornwall, NY 12518
PH: 845-534-9800

Invoice

Date	Invoice #
8/22/2013	5180

Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

P.O. No.	Terms	Project
	Per M/A terms	

Quantity	Description	Rate	Amount
0.5	7/24/13 Service Call - Town Hall (Billy) -- Had do this on site because the server shut down previously and I was not able to log on remotely. -- Had to tell the server why it was unexpectedly shut down before it would allow me into Windows. -- After that was done I logged into Symantec and updated the license	80.00	40.00
Thank you for your business!		Total	\$40.00

YNU
5093

Highway
DEPT



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/28/2013

Newburgh Highway Dept- Cathy

Assist in installation of program and device on Cathy's computer

This is a priority 1 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

Worked with Phil Bell to get software to work.
Need to deactivate old computer before we can
activate on new computer

Time spent on this repair 1 hour Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name

Signature

X Cathy

Date

8/23/13

2hV 5147

Court



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/30/2013

Verizon is installing a new Internet connection at the court tomorrow a static line 75/35

Between 8am and 11:00 am

Fran will call if Verizon needs assistance

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed _____

*work with Fio's - set up their router
changed settings on sever
pulled Netgear router out for how as spare
tested connection and speed from PCs. most are 82 D + 39 U*

Time spent on this repair 12-3⁴⁵ Firthcliffe Technician FRN + WS

This work order is complete please circle Yes No

Department Head or employee Name Francis Backmann

Signature X *Francis Backmann* Date 7/31/13

Inv
S130
S129
S117

Court



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/30/2013

Verizon is installing a new Internet connection at the court tomorrow a static line 75/35

Between 8am and 11:00 am

Fran will call if Verizon needs assistance

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

After Fios install we noticed the two courtroom
PC's had poor connections/speed.
Spent some time troubleshooting this.

All signs point to faulty smart switch

Time spent on this repair 3 hours Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name Debra Murphy

Signature X Debra Murphy Date 8-23-13

2nd
5133

Court



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 8/7/2013
Newburgh Court/DPW
continue troubleshooting smart switch. also helped John Platt with issues as per his request

This is a priority 1 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed while there for the court, John asked for help with their reader software. Fixed it with the help of Badger tech support.

Troubleshoot the smart switch with Dell tech support

Time spent on this repair 2 hours Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name Edith Johnson

Signature X Edith Johnson Date 8/23/13

2nd
5166

DPW



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 8/12/2013
Newburgh DPW
DPW having trouble with MS office activation.

This is a priority 1 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed
MS office had to be activated over the phone.
Configured New Email settings after Fios install
Set up Email on other new machine to receive same
emails as Ediths.

Time spent on this repair 1 hour Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name Edith Johnson

Signature Edith Johnson Date 9/23/13

2nV
5106

DPW



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/24/2013

Newburgh DPW

Finish install of new systems and wiring

This is a priority 1 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed__

Worked Router + switch
cleaned up excess wiring
organized wires + devices

Time spent on this repair 1.5 hrs Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name Edith Johnson

Signature X. Edith Johnson Date 8/23/13



DPW

INV 5048

Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 6/7/2013

Software download needed for badger install at DPW

John Platt 311 Route 32 Newburgh, NY

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed__

Downloaded SQL needed for badger install on new PCs at DPW because their Internet connection at the court was too slow. It was faster to do here and then take onsite.

Time spent on this repair 0.5 hrs Firthcliffe Technician PRN

This work order is complete please circle Yes No

Department Head or employee Name Edith Johnson

Signature

X. Edith Johnson

Date

8/28/13

Inv 5082

Animal Control



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/28/2013
Newburgh Animal Control- Cheryl
Cheryl is unable to log into her email.

This is a priority 1 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed
Clear the cookies on Cheryl's machine

Time spent on this repair 1 hr Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name Chantal Haight

Signature X CH Date 8.23.13

ZnV
5060

Planning



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/12/2013

Printer used by Planning board not responding John Ewasutyn Cell 845 674-6851

John is not in office today but perhaps you can call him to discuss the problem

He was hoping to use printer on Saturday

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

John was not there but I was able to print to
both printers.
change default printer in IPS program

Time spent on this repair 1 hour Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

YNU
S165

Planning



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 8/9/2013

John is unable to connect to old Planning Board server

If possible disconnect old server Please contact John 845 674-6851

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

Planning Board Computer Shut down.
Battery Backup has failed

Time spent on this repair 1 hr Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

Planning



Request for Computer Service Work Order

Env 5067

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/13/2013

When attempting to connect to the old server through remote desktop from the Planning Board Computer
the password is denied Please contact John 845 674-6851

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

*work actually done on 7/16/13 in early evening, tried to
speak with John via phone, attached to PC remotely
and fixed issue with passwords. Type notepad.txt*

Time spent on this repair 0.75 hrs Firthcliffe Technician PRN

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

Planning



Request for Computer Service Work Order

INV. 5070

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/13/2013

When attempting to connect to the old server through remote desktop from the Planning Board Computer
the password is denied Please contact John 845 674-6851

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

*work done on 7/16/13 in morning - remotely
connected remotely & figured out password issues
Call John and spoke with him
said I would be available if he has problem in the evening*

Time spent on this repair 0.75 hrs Firthcliffe Technician PRN

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

Ynv
5004

Code
compliance



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 6/18/2013

Code Compliance Problems with UPS Jerry 845 564-3801

The battery backup unit in the code compliance office has signaled an alarm several times. The first time on Friday.

Attached is a picture of the screen, the battery symbol flashes with an "X" in it. I do not know what this means.

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

installed APC software and verified APC
was working correctly.
changed notification sounds and times

Time spent on this repair 0.5 hr Firthcliffe Technician Bill

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

Accounting



Request for Computer Service Work Order

Inv 5160

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 8/8/2013
Accounting Dept Jackie is unable to print pay checks
Tel 845 564-5220

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed
8/8/13

spoke with Jackie about check printing issues, checked server , discussed if she contacted KVS or Secure check
Jackie notified everyone to get off server and I rebooted it but she still could not print checks
8/9/13 spoke with Jackie again as well as tech support from KVS. discussed the problem and that we had rebooted server
yesterday and it did not help. KVS tech said they would call back if they needed any further assistance

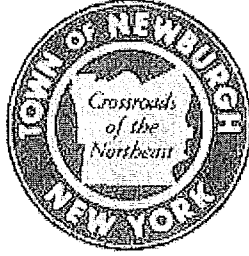
Jackie called back and said they could print
Time spent on this repair 1.5 hrs Firthcliffe Technician PRN

This work order is complete please circle Yes No

Department Head or employee Name Accounting

Signature X *Jacqueline Molau* Date 8/9/13

Town Hall



INV 5083

Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/17/13

Alan in the Assessors office explained the time clocks were off because the domain controller time was off by about 13 minutes.

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed__

I configured an external time server for the domain controller to sync with so the devices on the network would all sync to it and get the correct time.

Time spent on this repair 0.5 hrs Firthcliffe Technician PRN

This work order is complete please circle Yes No

Department Head or employee Name Danna Cucchiara

Signature X Danna Cucchiara Date 8/27/13

Inv
5180

Town
Hall



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/24/2013
Newburgh Town Hall

Update Symantec Endpoint License

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed
Went onsite to manually update the Symantec
Endpoint License Key

Server previously ~~was~~ shut down. Had to get it back
into windows.

Time spent on this repair 0.5 Firthcliffe Technician Bill

This work order is complete please circle Yes No

Department Head or employee Name Donna Cucchiara

Signature Donna Cucchiara Date 8/27/13

YNU
SOS3

Assessor



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/15/2013

Assesor- John

John has a virus on his machine

This is a priority 1 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

Ran scans on machine did not find anything
major.

Time spent on this repair 1.5 Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

2nd
5059

ASSESSOR



Request for Computer Service Work Order

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firhtech.com

Date: 7/22/2013

Assesors _____

Continue work on install of new systems _____

This is a priority 1 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed _____

Fixed Mary's Printer. Configured Johns Email
changed Johns Resolution Installed Martins Printer.
Moved Along documents to new system

Time spent on this repair _____ Firthcliffe Technician _____

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

ASSESSOR



Request for Computer Service Work Order

INV 5151

From: Town of Newburgh
1496 Route 300
Newburgh, New York
845 564-4552
Gil Piaquadio 856 629-0111

To: Firthcliffe Technologies
198 Willow Avenue
Cornwall, New York
845 534-9800
support@firthtech.com

Date: 7/30/2013

Assessor Office 1496 Route 300 Newburgh New York 845 564-4550

Unable to access sewer program

This is a priority 2 Repair # 1 2 3 One being the highest priority

This lower section to be completed by Firthcliffe Technician

Described repair performed

work actually done on 8/5/13 worked remotely with Jason from SCA on problems with Assessors accessing the sewer bond program on the server

Time spent on this repair 1.0 hrs Firthcliffe Technician PRN

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

15. POSSIBILITY OF EXECUTIVE SESSION:

- i. Dynegy Bankruptcy**
- ii. Hickory Shadow Bonds—Arch Insurance Company
(Possible Litigation)**

NO INFORMATION AVAILABLE AT THIS TIME