

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, October 16, 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. WAIVER REQUEST: 3 lots on a common drive
7. ZONING: IB Zone text change request for Banks and Restaurants
8. RECEIVER OF TAXES: 2013 Charge Backs
9. ACCOUNTING: Budget Transfer
10. PERSONNEL: Budget Transfer
11. JUSTICE COURT: Resolution of Acknowledgement
12. ANIMAL CONTROL:
 - A. T 94 Withdraw
 - B. Hiring of P/T Animal Control Officer
 - C. Authorization to Hire Animal Shelter Helper
13. POLICE: Purchase of Defibrillator
14. PLANNING BOARD:
 - A. Release of Performance Security/Shoppes at Union Square
 - B. Release of Landscape Security for Pilot
15. ENGINEERING:
 - A. Chadwick Lake Filter Plant:
 - i. Water Treatment Chemicals
 - ii. Engineering Services for State Pollution Discharge Permit
 - B. Crescent Ave. Sewage Pump Station:-Proposal for Engineering Services
 - C. Meadow Hill South Sewer District:-Proposal for Engineering Services/Corrective Action Plan
16. DATA PROCESSING:
 - A. Purchase of time block
 - B. Purchase and installation of equipment
 - C. E-Waste
17. ADJOURNMENT

5. APPROVAL OF AUDIT

AUDIT # 19
10/16/2013
VOUCHERS: 134113 to 134322

Audit Date: October 16, 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>
134123	Grainger	82.15
134124	Grainger	173.82
134127	Hoffman equipment	1,900.00
134137	Mid hudson mack	219.85
134138	Mid hudson mack	426.59
134139	Mid hudson mack	1,322.85
134141	Newburgh winwater	584.80
134196	Grainger	172.56
134197	Grainger	6.40
134198	Grainger	112.74
134199	Grainger	77.22
134214	Newburgh winwater	11.50
134215	Newburgh winwater	248.00
134216	NY Communication	3,725.00
134231	Schmidts wholesale	144.00
134232	Schmidts wholesale	143.21
134267	Dell marketing	6,420.96
134303	NY Communication	9,034.00
134304	NY Communication	95.00

Dated: _____

Andrew J. Zarutskie, Town Clerk

Town Board:

Exceptions:

AUDIT # 19

October 16, 2013

VOUCHERS: 134113 to 134322

FUND	REGULAR	PREPAID
GENERAL	\$ 228,425.31	\$ 422,083.31
TRUST & AGENCY	25,838.83	-
STREET LIGHTING	16,407.42	14,253.53
HIGHWAY	145,081.57	260,856.77
WATER	242,091.94	130,008.82
SEWER	466,467.91	-
WATER CAPITAL	5,108.06	4,612.86
SEWER CAPITAL	-	-
HIGHWAY CAPITAL	780.78	-
GENERAL CAPITAL	1,712.50	-
SPECIAL DISTRICT	30,955.00	-
TOTAL	\$ 1,162,869.32	\$ 831,815.29
GRAND TOTAL	<u>\$ 1,994,684.61</u>	

6. **WAIVER REQUEST: 3 lots on a common drive**

NO INFORMATION AVAILABLE AT THIS TIME

7. ZONING: IB Zone text change request for Banks and Restaurants

same information that was for the 10/2/13
Aud. work shop meeting.

8. RECEIVER OF TAXES: 2013 Charge Backs

W. J. Venuto

Town of Newburgh
Crossroads of the Northeast
1496 Route 300
Newburgh, NY 12550
Mary Lou Venuto
Receiver of Taxes
Phone 845-564-1553
Fax 845-566-1432

DATE: October 4, 2013
TO: Wayne Booth
FROM: Mary Lou Venuto, Receiver of Taxes
SUBJECT: Unpaid Sewer Bond Relevy

Please put me on the October 16, 2013 Agenda for the unpaid Sewer Bond Relevy for the 2014 Property Taxes.

PRESENT:

Mr. Wayne Booth
Mr. George Woolsey
Mr. Ernie Bello
Mr. Gilbert Piaquadio
Mrs. Elizabeth Greene

At a meeting of the Town Board
Town of Newburgh, Orange County,
New York, Held at the Town Hall,
1496 Route 300, Town of Newburgh
New York on the 16th day of
October, 2013

RESOLUTION LEVYING UNPAID
SEWER BOND CHARGES AND
ASSESSMENTS

WHEREAS, the Supervisor of the Town of Newburgh, on Oct. 16, 2013 transmitted to the Board, a statement of the Unpaid Sewer Bond Charges and Assessments filed with the Town Board of the said Town by Receiver of Taxes and Assessments. The papers contained a brief description of the property on which the sewer bond charges and assessments are unpaid, the names of persons or corporation liable to pay the same and the amounts chargeable to each, and

BE IT RESOLVED, that there be levied on the 2014 tax roll of the Town of Newburgh against the properties hereinafter described as the Unpaid Sewer Bond in the amount of \$ 74,017.85 so transmitted to this Board and that the amount thereof be set forth on the tax roll of the said Town of Newburgh under the name "UNPAID SEWER BOND" to wit (see schedule attached hereto) and

*Town of Newburgh portion \$ 73,965.35

*Town of Montgomery portion \$ 52.50

BE IT FURTHER RESOLVED, that the amount so levied shall be placed in the warrant of the Orange County Legislature to the Receiver of Taxes of the said Town of Newburgh, and that the sewer charges and assessments levied shall be collected and paid to the Supervisor of the Town of Newburgh in the same manner as general taxes until the amount thereof is paid.

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

Mr. Booth	VOTING
Mr. Woolsey	VOTING
Mr. Bello	VOTING
Mr. Piaquadio	VOTING
Mrs. Greene	VOTING

Town of Newburgh
CrossRoads of the Northeast
1496 Rt 300
Newburgh, NY 12550

Date: October 16, 2013
To: Wayne Booth, Supervisor
From: Mary Lou Venuto, Receiver of Taxes and Assessments
Subject: Relevy Unpaid Sewer Bond

Attached are the delinquent Sewer Bond Accounts in the Town of Newburgh from July 1, 2012 through June 30, 2013. Accounts are to be transferred to the County and Town Roll. A Resolution requesting the Orange County Legislature to authorize the procedure is attached. The total to be relevied is \$ 74,017.85 The following breakdown applies:

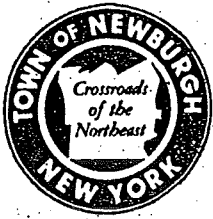
	District #	
Algonquin	50	\$0.00
Crossroads & Colden Pk	51 & 58	\$21,171.00
Outsider User- CR	52	\$18,139.47
Gidney	53 & 54	\$0.00
Meadow Hill No	55	\$0.00
Meadow Hill So	56	\$0.00
Rt 17K/UA	57	\$0.00
Fleetwood	59	\$2,155.00 *
Outside User- Gid	60	\$0.00
Wintergreen	61	\$2,617.06
Sherwood Forest	62 & 63	\$6,240.29
Pine brook/Nbg Gdn	64 & 65	\$12,716.56
Orange Lake	66	\$7,364.85
Stewart Heights	67	\$3,613.62
Total		\$74,017.85

(*This amount includes \$52.50 to be relevied in the Town of Montgomery Fleetwood)

cc:Andrew Zarutskie, Town Clerk
Jackie Calarco, Accountant

9. ACCOUNTING: Budget Transfer

OCT 16 2013



TOWN OF NEWBURGH

1496 Route 300, Newburgh New York 12550

JACQUELINE M. CALARCO, CPA
ACCOUNTANT

845-564-5220
Fax 845-566-1432
E-Mail: townacct@frontiernet.net

To: Wayne C. Booth, Supervisor
CC: Board Members
From: Jacqueline M. Calarco, Town Accountant
Date: October 9, 2013
RE: Budget Transfer

Please approve the following budget transfer:

General Fund:

From:	To:	Amount:
Tax Certiorari	Litigation Defense	
001.1420.0407	001.1420.0403	\$40,000

10. PERSONNEL: Budget Transfer

OCT 16 2013



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

10

PERSONNEL DEPT.

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

To: Supervisor Booth
Town Board ✓
Cc: Jackie Calarco, Accountant
From: Charlene M Black, Personnel *CB*
Date: October 10, 2013
Re: Budget Transfer

Please transfer \$5000.00 from 001.9065.0800 (Dental / Optical) to 001.9055.0800 (Disability) for the shortage I have in my General Account. Thank you in advance.

11. JUSTICE COURT: Resolution of Acknowledgement

OCT 16 2013

DRAFT

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 16th day of October, 2013 at 7:00 P.M., Prevailing Time.

PRESENT:

Wayne C. Booth, Supervisor

George Woolsey, Councilman

Gilbert J. Piaquadio, Councilman

Elizabeth J. Greene, Councilwoman

Ernest C. Bello, Jr., Councilman

RESOLUTION TO ACKNOWLEDGE EXAMINATION OF THE RECORDS AND DOCKETS OF THE JUSTICE COURT OF THE TOWN OF NEWBURGH

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

WHEREAS, Section 2019-a of the Uniform Justice Court Act requires that town justices annually provide their court records and dockets to their town auditing boards, and that such records then be examined or audited and that fact be entered into the minutes of the board's proceedings; and

WHEREAS, the Town Board of Town of Newburgh retained the firm of Vanacore DeBenedictus, DiGovanni & Wedel, LLP, Certified Public Accountants, to examine the records of the Town's Justice Court and a report of said examination dated July 1, 2013 has been submitted to the Town Board.

NOW, THEREFORE, BE IT RESOLVED that the Town of Newburgh Town Board, in its capacity as the auditing board of the Town of Newburgh, does hereby acknowledge that the required examination of the records and dockets of the Justice Court of the Town of Newburgh has been conducted and that the fines collected have been turned over to the proper officials of the Town; and

BE IT FURTHER RESOLVED, that the aforesaid resolution 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.

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

I, Andrew J. Zarutskie, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing resolution, duly adopted by the Town Board of the Town of Newburgh on the 16th day of October, 2012, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this _____ day of October, 2012.

Andrew J. Zarutskie, Town Clerk

12. ANIMAL CONTROL:

A. T 94 Withdraw

B. Hiring of P/T Animal Control Officer

C. Authorization to Hire Animal Shelter Helper

OCT 16 2013

12a



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 Gidney Ave. Newburgh, NY 12550

To: Town Board
From: Chantel Haight, Animal Control Supervisor
Subject: Authorization to Pay Veterinarian Services Utilizing T-94 Account
Date: October 3, 2013

I am requesting authorization to use the T-94 account to pay for veterinarian services from Flannery Animal Hospital for the month and July in the total amount of \$218.88.

CC: Accounting

TOWN OF NEWBURGH
 1496 ROUTE 300
 NEWBURGH, N.Y. 12550

VOUCHER

DEPARTMENT Animal Control

CLAIMANT'S NAME AND ADDRESS
Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

TERMS July Vouchers 2013 ^{T94} _{DOB}

Order No.

DO NOT WRITE IN THIS BOX

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

Vendor's Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
7-26-13	Inv# 98207	7-26-2013 Mocha		218.88
TOTAL				218.88

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 218.88 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.

9-21-13 DATE Jean Tobin SIGNATURE Acct. Manager 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.

DATE _____ AUTHORIZED OFFICIAL _____

APPROVAL FOR PAYMENT

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

DATE _____ AUDITING BOARD _____



CARING FOR OUR COMMUNITY'S PETS

789 Little Britain Rd
 New Windsor, NY 12553
 845-565-7387

Town Of Newburgh Animal Control (# 18987)
 645 Gidney Avenue
 Newburgh, NY 12550

Aug 24, 2013
Invoice Number
98207

Home Phone: (845) 561-3344
 Work Phone: () - ext:

7-26-2013 "Mocha" (# AHY)

Species: Canine
 Sex: Female Spayed
 Age: 1 year and 7 months old
 Breed: Maltipoo
 Coat Color: White
 Rabies Tag Number: 2096

Bordetella Vaccine Booster: 07/26/2014
 Distemper Combo Booster: 07/26/2014
 Rabies Vaccine: 07/26/2014

Date	Description	Qty		Price
07/26/2013	Town AC Spay/Neuter Super Item-B95	1.00	\$	0.00
	◆ Town/Shelter -Canine Neuter 0-30 lbs	1.00	\$	90.00
	◆ Ancillary Surgical Services - Shelter	1.00	\$	0.00
	◆ --Anesthesia	1.00	\$	0.00
	◆ --Hospitalization	1.00	\$	0.00
	◆ --Medical Waste Disposal	1.00	\$	0.00
	◆ --Nursing Care	1.00	\$	0.00
	◆ --Pain Medication	1.00	\$	0.00
	◆ ~dex-domitor	0.05	\$	0.00
	◆ ~Morphine per ml.	1.08	\$	0.00
	◆ ~Propofol per ml	1.00	\$	0.00
	Amoxitabs 100 mg	28.00	Tablet \$	31.88
	Town/City - DHLPPC Vaccine	1.00	\$	29.00
	Town - Rabies Vac.-Adopted	1.00	\$	19.00
	City of Nbg - Bordetella (intranasal)	1.00	\$	25.00
	Town/City - Heartworm/Lymes/Anaplasmosis	1.00	\$	24.00
07/27/2013	Discharged from the hospital	1.00	\$	0.00

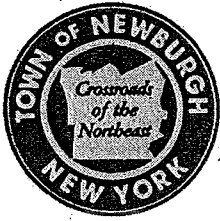
Total for 7-26-2013 "Mocha": \$ 218.88

Dr. Christina Winter
 Staff Vet

Total Invoice: \$ 218.88
Previous Balance: \$
Total Amount Due: \$
New Balance Due: \$

OCT 16 2013

12 B



TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845)561-2220

animalcontrol@hvc.rr.com

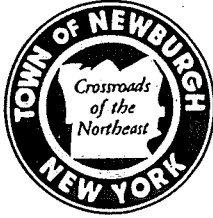
To: Town Board
From: Chantel Haight
Date: October 3, 2013
Subject: Animal Shelter Helper Position

I would like to request approval to move forward with filling the position of Animal Shelter Helper.

Thank you in advance for your consideration in this matter.

CC: Mike Clancy, Police Chief

OCT 16 2013



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Deb

125

PERSONNEL DEPT.

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

To: Supervisor Booth,
Town Board

From: Charlene M Black, Personnel Director

Date: October 7, 2013

Re: Part Time Animal Control Officer

Attached is a recommendation from both Chief Clancy and Chantel Haight, ACO supervisor to hire Jacqueline Mejia as a Part time Animal Control Officer. Upon approval from the Town Board, Ms. Mejia will need to complete her paperwork, physical and fingerprints. Her tentative start date can be October 24, 2013.



TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845)561-2220

animalcontrol@hvc.rr.com

To: Charlene Black
From: Chantel Haight
Date: October 3, 2013
Subject: Jacqueline Mejia

After interviewing the above candidate the Chief and I have selected her for the position of Part Time Animal Control Officer. If the Town Board is in agreement we would like to move forward with the required procedures. Attached please find the required Employee Request Form.

Thank you in advance for your assistance.

CC: Mike Clancy, Police Chief

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Jacqueline B. Mejia

DEPARTMENT: Animal Control

TITLE OF POSITION: P/T Animal Control Officer

FULL TIME OR PART TIME: Part time

HOURLY RATE: 10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3510-0700

PROPOSED HIRE DATE: 10.15.13 pending requirements
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

[Signature]
DEPARTMENT HEAD SIGNATURE

10.3.13
DATE

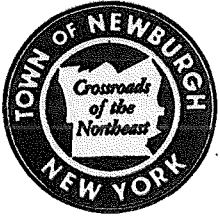
ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

**COPY TO ACCOUNTING DEPARTMENT
11/15/2010**

13. POLICE: Purchase of Defibrillator

OCT 16 2013

3



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael Clancy
Chief of Police

(845) 564-1100

October 9, 2013

To: Town Board

From: Chief Michael Clancy

Subject: Authorization to Purchase Defibrillator

The Police Department applied^{for} and received funding from a Target Grant to purchase another defibrillator. Target awarded the Police Department \$1,400.00 in September 2013. The money was deposited into the T-90 account.

The total purchase price of one (1) defibrillator unit is \$1,414.40 on NY State contract (contract # MH489). I am requesting authorization to purchase one (1) defibrillator utilizing funds in the T-90 account.

Respectfully Submitted,

Chief Michael Clancy

Fwd: Your Target grant request

Sat 9/21/2013 1:48 AM

From: Peter Talarico

To: Gehman Merideth

Begin forwarded message:

From: <Target.notification@targe.com>
Date: September 20, 2013, 3:44:11 PM EDT
To: <ptalarico@townofnewburghpd.org>
Subject: Your Target grant request

Town of Newburgh Police Department
Sergeant Peter Talarico
Sergeant
Town of Newburgh Police Department
300 Gardnertown Road
Newburgh, NY 12550

Program: Town of Newburgh Community Life Saving Program
Amount: \$1,400.00

Dear Sergeant Talarico:

Target is pleased to inform your organization that a grant has been approved specifically for the program and amount referenced above. Your grant check should arrive in the next few days. Please note that your grant check is void if it is not cashed within five months.

If you choose to produce any announcements or articles in recognition of this grant, we ask that you identify us as "Target". Resources to help you promote your partnership with Target are available at target.com/marketingresources (<http://target.com/marketingresources>).

As always, Target grants are one-time gifts. By making annual commitments, we ensure we can remain flexible and respond to changing community and business needs.

Since 1946, Target has given 5 percent of its profit - which today equals more than \$4 million a week - to local communities. Our more than 1,700 Target stores carry on this tradition by making local grants and providing volunteer hours. We are proud to partner with organizations like yours to meet the needs of our communities. Whether it's inspiring young minds, offering unique cultural experiences or meeting your community's most basic needs; we thank you for your continued commitment to making a difference

You will receive a second email directing you to your account and requesting you fill out and submit a "Charitable Contribution Receipt" as required by Internal Revenue Services guidelines. After you receive your grant check, please follow the directions from that email, and submit your "Charitable Contribution Receipt" electronically. If you have any questions, please email Community.Relations@Target.com.

Sincerely,

Target Community Relations

The Mailbox which generated this email does not receive messages. It is a box for grant notifications only.



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

Email PO to: bc_800fax2nd@philips.com
or
Fax PO to: 1-800-947-3299

or
Mail PO to:
Philips Healthcare
Order Processing, MS0400
Andover, MA 01810-1099

800-934-7372

QUOTE DATE	QUOTE NUMBER	PAGE
10/03/2013	2300377879	1 / 6

LAST UPDATED	TIME
10/03/2013	18:28:40

EXPIRATION DATE	INCOTERMS
11/30/2013	FOB DESTINATION

PAYMENT TERMS
Net 30 Days Subject to Credit Approval

FORMAL QUOTE

CUSTOMER:
Attention: Donald Bruce Campbell Town of Newburgh Police Department 300 Gardnertown Rd NEWBURGH NY 12550-2663 UNITED STATES Customer Number : 94476733

SALES REPRESENTATIVE	Federal EIN: 13-3429115
Letitia Osborne Ph: 845-264-0302	
Fax:	
QUOTE CONTACT	
Patricia Morabito	

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
SPECIAL COMMENTS						
10	861304 861304	HeartStart FRx Defibrillator	1	PCE	1,895.00	1,895.00
		R01 FRx Ready Pack	1		164.00	164.00
		Agreement Discount			-35.00 %	-720.65
		Net price				1,338.35
		Agreement: MH489				
20	989803139311 989803139311	Infant/Child Key, FRx Defibrillator	1	PCE	80.00	80.00
		Agreement Discount			-35.00 %	-28.00
		Net price				52.00
		Agreement: MH489				
30	68-PCHAT 989803101861	Fast Response Kit	1	PCE	37.00	37.00
		Agreement Discount			-35.00 %	-12.95
		Net price				24.05
		Agreement: MH489				

THIS QUOTATION CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF PHILIPS HEALTHCARE AND IS INTENDED FOR USE ONLY BY THE CUSTOMER WHOSE NAME APPEARS ON THIS QUOTATION. IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF PHILIPS HEALTHCARE.



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

QUOTE DATE 10/03/2013		QUOTE NUMBER 2300377879	PAGE 2 / 6
LAST UPDATED 10/03/2013	TIME 18:28:40		
EXPIRATION DATE 11/30/2013		INCOTERMS FOB DESTINATION	
FORMAL QUOTE			REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
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Total Quotation List Price	2,176.00
Less All Applicable Discounts	-761.60
Total Quotation Net Price	1,414.40

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information contact Philips Medical Capital @ 866-513-4PMC.

*
Contract information for: New York State Aed & Services

*
Prices quoted are subject to and reflect applicable discounts per the terms and conditions of the following contract:
Contract #MH489 Expiration: Nov. 30, 2013

*
This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of Contract#MH489 .
If no contract is identified in the previous sentence or the products and/or services are not covered by this contract, this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

*
MD Buyline -- Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current list pricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

*
All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays.
All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.
It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

QUOTE DATE 10/03/2013	QUOTE NUMBER 2300377879	PAGE 3 / 6
LAST UPDATED 10/03/2013	TIME 18:28:40	
EXPIRATION DATE 11/30/2013	INCOTERMS FOB DESTINATION	
FORMAL QUOTE		
REPRINT		

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
------	---------	-------------	----------	-----------------	-------------------	--------------------

Excessive delays and multiple visits will result in additional charges.
 All prices are based upon 'adequate access' to work areas that are free from obstruction.
 If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos.
 Philips will work with the customers staff to reduce the downtime during the system transition.

*
*

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

*

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

*

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

*
*

If you do not issue formal purchase orders indicate by initialing here _____.

*
*
*

Tax Status: Taxable _____ Tax Exempt _____

*

If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.

*
*
*



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

QUOTE DATE 10/03/2013	QUOTE NUMBER 2300377879	PAGE 4 / 6
LAST UPDATED 10/03/2013	TIME 18:28:40	
EXPIRATION DATE 11/30/2013	INCOTERMS FOB DESTINATION	
FORMAL QUOTE		REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
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Delivery/Installation Address:

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Invoice Address:

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*

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Contact Phone#:

*

*

Purchaser approval as quoted:

*

*

Title:

*

PO Number:

*

*

*If no PO is issued, the formal quote number will be used as the PO number.

*

*

Date:

*

*

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

QUOTE DATE 10/03/2013	QUOTE NUMBER 2300377879	PAGE 5 / 6
LAST UPDATED 10/03/2013	TIME 18:28:40	
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FORMAL QUOTE		REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
------	---------	-------------	----------	-----------------	-------------------	--------------------

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*
nder the American Reinvestment and Recovery Act ("ARRA"), it is the customer's responsibility to inform Philips if the contract contains any ARRA funding. Please check the following box if any part of this contract is funded through ARRA:
*
___ This contract is funded in whole or in part through ARRA."
*
*



PHILIPS

Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

QUOTE DATE 10/03/2013	QUOTE NUMBER 2300377879	PAGE 6 / 6
LAST UPDATED 10/03/2013	TIME 18:28:40	
EXPIRATION DATE 11/30/2013	INCOTERMS FOB DESTINATION	
FORMAL QUOTE		REPRINT

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of any current Contract with the customer. If there is no contract in place, this quotation is issued pursuant to, and any PO for the items herein will be accepted subjected to Philips Terms and Conditions of sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare

14. PLANNING BOARD:


- A. Release of Performance Security/Shoppes at Union Square**
- B. Release of Landscape Security for Pilot**

OCT 16 2013

14a

**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 
DATE: October 16, 2013
RE: PB \ SHOPPES AT UNION SQUARE SITE PLAN

Based on his inspection of the Stormwater Management / Pollution Prevention Plan, Mr. Hines "takes no exception to the release of the erosion and sediment control and stormwater security". Based on this recommendation, I am requesting Town Board approval for the release of the \$435,350 performance security held for this site.

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

JWO/id

cc: A. Zarutskie, Town Clerk
M. Taylor, Attorney
G. Canfield, Code Compliance
P. Hines, MH&E

14 a.

**TOWN OF NEWBURGH - MODEL LANDSCAPING PERFORMANCE AND
MAINTENANCE BOND**

Bond No. S276580

KNOW ALL MEN BY THESE PRESENTS, that we CPK Union, LLC, as Principal, and NGM Insurance Company, authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Town of Newburgh, New York, a New York municipal corporation, as Obligee, in the penal sum of One Hundred Nineteen Thousand Two Hundred Five and 50/100ths (\$119,205.50) DOLLARS, lawful money of the United States of America, for the payment of which well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents.

WHEREAS, the Principal or its predecessor in property interest has made application to the Town of Newburgh Planning Board in accordance with the Town of Newburgh Zoning Code for final approval of a site plan/subdivision (or phase thereof) dated April 10, 2012 known as Shops at Union Square located at Block 1, Lot 36 and Block 1, Lot 11.1.

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

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

Signed, sealed, and dated this 3rd day of May, 2012.

CPK Union, LLC

Principal

By: 

Surety : NGM Insurance Company

By: 

Gail Perrin, Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Susan Kanita, Giner Marszalek, Mary Ellen O'Reilly-Bracey, Gail Perrin, Steven Vitorino

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977:

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be here to affixed this 3rd day January, 2012.

NGM INSURANCE COMPANY, BY

Bruce R. Fox
Bruce R. Fox
Assistant Vice President, General Counsel and Secretary

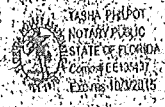


State of Florida,
County of Duval

On this January 3rd, 2012, before me the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, depose and said that he is an officer of said Company, aforesaid, that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3rd day of January 2012.

John DeFuria



I, Brian J. Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 3rd day of May 2012.

Brian J. Beggs

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646. TO SUBMIT A CLAIM: Send all correspondence to: 55 West Street, Keene, NH 03431 Attn: Bond Claims



THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9, 2012, the following officers were elected and still remain in office:

THOMAS M. VAN BERKELCHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
 EDWARD J. KUHL.....EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
 STEVEN J PEETERS.....EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER
 DOUGLAS EDEN, ANTONIA M. PORTERFIELD SENIOR VICE PRESIDENTS
 MICHAEL D. LANCASHIRE,
 BRUCE FOXVICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 BRIAN J. BEGGS, DANIEL GAYNOR, DAVID S. MEDVIDOFSKY VICE PRESIDENTS
 BARBARA A. PARKER, JOHN THOMPSON.....
 RONALD A JAMESVICE PRESIDENT & CHIEF INFORMATION OFFICER
 THOMAS FRAZIER.....VICE PRESIDENT & CHIEF INVESTMENT OFFICER
 EDWARD P. LOTKOWSKI VICE PRESIDENT & CHIEF ACTUARY
 RICHARD SCHULTZ..... VICE PRESIDENT & CHIEF ACCOUNTING OFFICER
 CATHERINE PARRISH, DEBRA POSPIEL..... ASSISTANT VICE PRESIDENTS
 TIMOTHY O. MUZZEY, DEAN DORMAN..... ASSISTANT VICE PRESIDENTS/ACTUARY
 TIMOTHY COTTON, CHRISTOPHER COX, MARK FRIEDLANDER,
 DEBORAH JANSEN, KATHLEEN KILLGORE, MATTHEW MCCOLLEY, ,
 ALICE MORIARTY, LISA MURMAN, JEFFREY PRICE, RONALD PROFAIZER ASSISTANT SECRETARIES
REGIONAL PRESIDENTS (Appointed)
 MARK BERGER..... REGIONAL PRESIDENT, NORTHEAST REGION
 STEVE BERRYREGIONAL PRESIDENT, NEW ENGLAND REGION
 GREGG EFFNER.....REGIONAL PRESIDENT SOUTHEAST REGION
 HENRYPIPPINS.....REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2011.

ADMITTED ASSETS	LIABILITIES
Bonds at Amortized Values \$1,282,370,847	Reserve for Losses \$ 581,290,032
Stocks at Market Value..... 270,959,756	Reserve for Loss Adjustment Expenses 104,081,190
First Mortgage Loans 5,825,660	Reserve for Unearned Premiums..... 439,984,771
Real Estate..... 5,557,769	Reserve for Other Underwriting Expenses 33,827,133
Cash in Office and Banks 22,468,542	Reserve for Taxes, Licenses, and Fees..... 9,907,634
Short Term Investments 7,730,388	Loss Drafts in Transit..... 25,798,654
Agent's Balance (Less than 90 Days) 223,770,258	Other Liabilities 52,852,837
Accrued Interest 12,964,273	Total Liabilities 1,247,742,251
Other Assets..... 186,561,888	Policyholders' Surplus..... 770,467,130
TOTAL ADMITTED ASSETS..... \$2,018,209,381	TOTAL..... \$2,018,209,381

Securities as deposited by law, included above = \$ 8,862,342

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and Sworn to before me on this 16th day of March, 2012

[Signature]



IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 16th day of March, 2012

[Signature]





THE MAIN STREET AMERICA GROUP

NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

SURETY RIDER

It is understood and agreed that surety bond number S276580
with CPK Union, LLC as principal
and Town of Newburgh, New York as obligee is
hereby amended effective May 3, 2012 as follows:
site plan/subdivision description is changed:

from:...site plan/subdivision(or phase thereof) dated April 10, 2012 known as Shops at Union
Square located at Block 1, Lot 36 and Block 1, Lot 11.1 ...

to:...site plan/subdivision (or phase thereof) dated April 10, 2012 known as Shoppes at Union
Square located at Section 95, Block 1, Lot 36 and Section 96, Block 1, Lot 11.1...

It is further understood and agreed that no other condition, limitation or exclusion of the bond
shall be altered or amended by this rider.

This rider shall be attached to and form a permanent part of this bond.

Signed, Sealed and Dated this 7th day of May, 2012 .

Accepted by _____
CPK Union, LLC
Principal

Town of Newburgh, New York
Obligee By: _____

By: _____ NGM Ins. Co. (FKA National Grange Mutual Ins. Co.)

Type Name: _____
By: *Gail Perrin*
Gail Perrin
Title: _____
Attorney-in-Fact



06-0222377

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Susan Kania, Giner Marszalek, MaryEllen O'Reilly-Bracey, Gail Perrin, Steven Vitorino**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

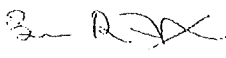
and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day January, 2012

NGM INSURANCE COMPANY BY:


Bruce R Fox
Assistant Vice President, General
Counsel and Secretary

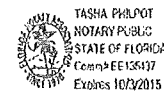


State of Florida,
County of Duval.

On this January 3rd, 2012 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

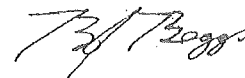
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3rd day of January 2012.





I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this
7th day of May 2012



Bond No. S276581

KNOW ALL MEN BY THESE PRESENTS, that we CPK Union, LLC, as Principal, and NGM Insurance Company, authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Town of Newburgh, New York, a New York municipal corporation, as Obligee, in the penal sum of Four Hundred Thirty Five Thousand Three Hundred Fifty and no/100ths (\$ 435,350.00) DOLLARS, lawful money of the United States of America, for the payment of which well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents.

WHEREAS, the Principal has made application to the Town of Newburgh Planning Board in accordance with the Town of Newburgh *subdivision regulations*, zoning code and stormwater management law for final approval of a *subdivision plat / site plan* dated April 10, 2012 known as Shops at Union Square located at Block 1, Lot 36 and Block 1, Lot 11.1 and the related stormwater management plan; and

WHEREAS, the Principal is required to furnish a good and sufficient bond to complete the proper installation and maintenance of erosion and sediment control and/or stormwater management measures and permanent stabilization or restoration requirements for the land disturbance to be carried out in conjunction with the development of the approved *subdivision plat / site plan* (hereinafter collectively the "stormwater improvements") at the Principal's own expense in the time and manner specified in the Town of Newburgh Code and/or the plans approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Obligee, including but not limited to the condition, if stated in the approval, that if full implementation of the approved erosions and sediment control or stormwater management plan does not provide for effective erosion and sediment control or stormwater management measures, the Principal shall implement such additional erosion and sediment control measures as will control or treat the sediment source, and the delivery of "as built" drawings (said conditions hereinafter referred to as the "Agreement")

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall complete the proper installation and maintenance of the stormwater improvements in the time and manner specified in the Town of Newburgh Code and/or the plans approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Obligee, including but not limited to the condition, if stated in the approval, that if full implementation of the approved erosions and sediment control or stormwater management plan does not provide for effective erosion and sediment control or stormwater management measures, the Principal shall implement such additional erosion and sediment control measures as will control or treat the sediment source and the delivery of "as built" drawings, and shall save the Obligee harmless from any loss, cost, or damage by reason of the Principal's failure to complete said stormwater improvements, then this obligation shall be null and void; otherwise to remain in full force and effect and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been properly installed or completed, will properly complete the improvements or pay the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements, and if suit is brought on this bond, the Principal and Surety will pay to the Obligee such reasonable attorneys' fees as shall be fixed by the court.

Signed, sealed, and dated this 3rd day of May, 2012.

CPK Union, LLC

Principal

By: 

NGM Insurance Company

By: 

Gail Perrin, Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Susan Kanja, Giner Marszalek, MaryEllen O'Reilly-Bracey, Gail Perrin, Steven Vitorino

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company, the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day January, 2012

NGM INSURANCE COMPANY BY:

Bruce R. Fox
Bruce R. Fox
Assistant Vice President, General
Counsel and Secretary

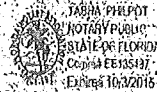


State of Florida,
County of Duval,

On this January 3rd, 2012, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid, that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3rd day of January 2012

Brian J. Beggs



Brian J. Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 3rd day of May 2012

Brian J. Beggs

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9, 2012, the following officers were elected and still remain in office:

- THOMAS M. VAN BERKEL CHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
EDWARD J. KUHL EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
STEVEN J PEETERS EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER
DOUGLAS EDEN, ANTONIA M. PORTERFIELD
MICHAEL D. LANCASHIRE, SENIOR VICE PRESIDENTS
BRUCE FOX VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
BRIAN J. BEGGS, DANIEL GAYNOR, DAVID S. MEDVIDOFSKY
BARBARA A. PARKER, JOHN THOMPSON VICE PRESIDENTS
RONALD A JAMES VICE PRESIDENT & CHIEF INFORMATION OFFICER
THOMAS FRAZIER VICE PRESIDENT & CHIEF INVESTMENT OFFICER
EDWARD P. LOTKOWSKI VICE PRESIDENT & CHIEF ACTUARY
RICHARD SCHULTZ VICE PRESIDENT & CHIEF ACCOUNTING OFFICER
CATHERINE PARRISH, DEBRA POSPIEL ASSISTANT VICE PRESIDENTS
TIMOTHY O. MUZZEY, DEAN DORMAN ASSISTANT VICE PRESIDENTS/ACTUARY
TIMOTHY COTTON, CHRISTOPHER COX, MARK FRIEDLANDER,
DEBORAH JANSEN, KATHLEEN KILLGORE, MATTHEW MCCOLLEY,
ALICE MORIARTY, LISA MURMAN, JEFFREY PRICE, RONALD PROFAIZER ASSISTANT SECRETARIES
REGIONAL PRESIDENTS (Appointed)
MARK BERGER REGIONAL PRESIDENT, NORTHEAST REGION
STEVE BERRY REGIONAL PRESIDENT, NEW ENGLAND REGION
GREGG EFFNER REGIONAL PRESIDENT SOUTHEAST REGION
HENRYPIPPINS REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as take from the records of said Company as of December 31, 2011.

ADMITTED ASSETS

Table with 2 columns: Asset Name and Value. Includes Bonds at Amortized Values (\$1,282,370,847), Stocks at Market Value (270,959,756), First Mortgage Loans (5,825,660), Real Estate (5,557,769), Cash in Office and Banks (22,468,542), Short Term Investments (7,730,388), Agent's Balance (Less than 90 Days) (223,770,258), Accrued Interest (12,964,273), Other Assets (186,561,888), and TOTAL ADMITTED ASSETS (\$2,018,209,381).

LIABILITIES

Table with 2 columns: Liability Name and Value. Includes Reserve for Losses (\$581,290,032), Reserve for Loss Adjustment Expenses (104,081,190), Reserve for Unearned Premiums (439,984,771), Reserve for Other Underwriting Expenses (33,827,133), Reserve for Taxes, Licenses, and Fees (9,907,634), Loss Drafts In Transit (25,798,654), Other Liabilities (52,852,837), Total Liabilities (1,247,742,251), Policyholders' Surplus (770,467,130), and TOTAL (\$2,018,209,381).

Securities as deposited by law, included above = \$ 8,862,342

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and Sworn to before me on this 16th day of March, 2012

Handwritten signature of the notary public.



IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 16th day of March, 2012

Handwritten signature of the company representative.





THE MAIN STREET AMERICA GROUP

NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

SURETY RIDER

It is understood and agreed that surety bond number S276581
with CPK Union, LLC as principal
and Town of Newburgh, New York as obligee is
hereby amended effective May 3, 2012 as follows:

Subdivision plat/site plan description is changed:

from: ...subdivision plat/site plan dated April 10, 2012 known as Shops at Union Square
located at Block 1, Lot 36 and Block 1, Lot 11.1 ...

to: subdivision plat/site plan dated April 10, 2012 known as Shoppes at Union Square located
at Section 95, Block 1, Lot 36 and Section 96, Block 1, Lot 11.1...

It is further understood and agreed that no other condition, limitation or exclusion of the bond
shall be altered or amended by this rider.

This rider shall be attached to and form a permanent part of this bond.

Signed, Sealed and Dated this 7th day of May, 2012

Accepted by

CPK Union, LLC

Principal

Town of Newburgh, New York

Obligee

By: _____

By: _____

NGM Ins. Co. (FKA National Grange Mutual Ins. Co.)

Type Name: _____

By: *Gail Perrin*

Gail Perrin

Title: _____

Attorney-in-Fact



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Susan Kania, Giner Marszalek, MaryEllen O'Reilly-Bracey, Gail Perrin, Steven Vitorino**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation.

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day January, 2012

NGM INSURANCE COMPANY By:

Bruce R Fox
Assistant Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 3rd, 2012 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3rd day of January 2012.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

7th day of May 2012

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

OCT 16 2013

14 B

RIDER, WEINER & FRANKEL, P.C.

ATTORNEYS & COUNSELLORS AT LAW

DAVID L. RIDER
CHARLES E. FRANKEL
MICHAEL J. MATSLER
DONNA M. BADURA
MAUREEN CRUSH
MARK C. TAYLOR
RODERICK E. DE RAMON
M. JUSTIN RIDER (NY AND FL)
SHAY A. HUMPHREY
JEFFREY S.E. SCULLEY (NY AND IL)
MICHELLE F. RIDER (NY AND FL)

655 LITTLE BRITAIN ROAD
NEW WINDSOR, NEW YORK 12553

(MAILING ADDRESS)
POST OFFICE BOX 2280
NEWBURGH, NEW YORK 12550
TEL. (845) 562-9100
FAX (845) 562-9126

M.J. RIDER (1906-1968)
ELLIOTT M. WEINER (1915-1990)

MOACYR R. CALHELHA
CRAIG F. SIMON
DAVID E. TOWER
OF COUNSEL

ALIZA S. D'AGATI
LYNN W. CYBULSKI
LEGAL ASSISTANTS

E-Mail: firm@rwfc.com
Internet: http://www.rwfc.com/

MEMORANDUM

TO: JOHN EWASUTYN, PLANNING BOARD CHAIRMAN
KATHERINE OTIS, RECORDS MANAGEMENT OFFICER (w/ orig.)

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: PILOT TRAVEL CENTERS, LLC LANDSCAPING SECURITY;
SUBSTITUTE TRAVELERS CASUALTY & SURETY COMPANY OF
AMERICA PERFORMANCE BOND NO 64S104307479
Our File No. 800.1 E (13)(2004) 800.1(C)(82)(2002)

DATE: SEPTEMBER 20, 2004

The attached original Travelers Casualty & Surety Company Performance Bond dated September 10, 2004 which has been submitted in substitution of the Safeco Insurance Company of America Bond No. 6214282 on which the Town received a notice of cancellation is acceptable as to form. The new Bond is for the amount of \$95,500.00.

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

MCT/sel
Enc/

cc: Hon. Wayne C. Booth, Supervisor
Andrew Zarutskie, Town Clerk
Michael Donnelly, Esq., Planning Board Attorney
James Osborne, Town Engineer
Jacqueline Calarco, Town Accountant

PERFORMANCE BOND

Bond 64S104307479

KNOW ALL BY THESE PRESENTS, That we, Pilot Travel Centers LLC #394
Newburgh, NY

(hereinafter called the Principal), as Principal, and Travelers Casualty & Surety Company of America
9020 Overlook Boulevard, Brentwood, TN 37027, a corporation duly organized under the laws of the State of
Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto
Town of Newburgh

, (hereinafter called the Obligee), in the sum of _____
Ninety-Five Thousand Five-Hundred and 00/100 (\$ 95,500.00) Dollars,
for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10 day of September, 2004.

WHEREAS, said Principal has entered into a Contract with said Obligee, dated _____,
for Landscaping located at Unit #394 per planting plan
dated April 1, 2003 to be complete within three years
and maintained for two years thereafter.

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully
set forth herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well
and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and
specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or
shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain
by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise
shall remain in full force and effect.

Pilot Travel Centers LLC
Principal
By [Signature]

Travelers Casualty & Surety Company of America
By [Signature]
Irma Estes Attorney-in-Fact



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Richard M. Miller, Jr., David E. Armstrong, Bettye J. Brown, Alan J. Wormer, Irma Estes, Michael Mattox, of Nashville, Tennessee, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary, may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 25th day of October, 2002.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By *George W. Thompson*
George W. Thompson
Senior Vice President

On this 25th day of October, 2002 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 10th day of September, 2004



By *Kori M. Johanson*
Kori M. Johanson
Assistant Secretary, Bond

15. ENGINEERING:

A. Chadwick Lake Filter Plant:

i. Water Treatment Chemicals

ii. Engineering Services for State Pollution Discharge Permit

B. Crescent Ave. Sewage Pump Station:-Proposal for Engineering Services

C. Meadow Hill South Sewer District:-Proposal for Engineering Services/Corrective Action Plan

OCT 16 2013
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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: October 4, 2013
RE: **W \ WATER TREATMENT CHEMICALS**

Based on water quality testing conducted by NYSDOH as part of their Comprehensive Performance Evaluation and water quality testing conducted by GHD as part of the Treatment Optimization Study, a specific coagulant – PCH 182 by Holland Chemical Company – was recommended for use at the Chadwick Lake Filter Plant. Therefore, until testing shows that there is a better performing coagulant, it is recommended that the Town Board approve PCH 182 by Holland Chemical Co. as the sole coagulant for use in the Town of Newburgh at the Chadwick Lake Filter Plant and by extension the new Delaware Aqueduct Tap Water Treatment Plant.

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

JWO/id

cc: M. Taylor, Attorney
J. Platt, DPW Comm.
J. Egitto & J. Guido – CAMO
J. Calarco, Accountant


OCT 16 2013

15 a.i.

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 
John Platt, DPW Commissioner

DATE: October 10, 2013

RE: **W\ CHADWICK LAKE FILTER PLANT – SPDES
PERMIT MODIFICATION**

The NYSDEC is revamping and updating all State Pollution Discharge Elimination Permits. This requires the preparation and submittal of additional more extensive documentation than previously required. I am requesting authorization to utilize O'Brien & Gere for Engineering Support Services up to a maximum of \$5,000 to assist the Filter Plant personnel prepare the necessary documentation. This selection is based on their familiarity with the SPDES permit when they assisted the Town in obtaining approval to increase the discharge from 40,000 gpd to 100,000 gpd.

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

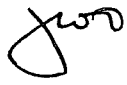
cc: J. Guido, CAMO
J. Calarco, Accountant

OCT 16 2013

15B

**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 
DATE: October 10, 2013
RE: S \ WEST STONE STREET SEWER DISTRICT EXT. -
CRESCENT AVENUE SEWAGE PUMP STATION

The agreement with the City of Newburgh requires the Town to undertake the rehabilitation of the Crescent Avenue Sewage P.S. subject to the cost sharing provisions specified. To that end, I solicited three (3) proposals for the design and construction engineering services. These proposals were reviewed by both Craig Marti, City of Newburgh Engineer and me.

Based on our joint review, I am recommending that the Town Board accept the attached proposal from C.T. Male Associates dated 5 September 2013 with a lump sum not-to-exceed fee of \$32,200 as delineated.

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

cc: M. Taylor, Attorney
J. Platt, DPW Commissioner
J. Calarco, Accountant
C. Marti, City of Newburgh Engineer

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



September 5, 2013

Mr. James W. Osborne, P.E.
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Proposal for Crescent Ave Pump Station Replacement

Dear Mr. Osborne:

C.T. Male Associates is pleased to provide you with our proposed scope of work, fee, and schedule for the Crescent Ave. Pump Station Replacement project.

Project Understanding

Due to a district extension, the Crescent Avenue Pump Station will receive increased flows, which will approximately double its daily flow (8,100 gpd to 15,500 gpd). The existing pumps rated at 326 gpm at 37.8 Ft TDH have sufficient capacity to accept the additional flows with limited impact on run time. Additionally, the existing submersible pumps (Flygt CP 3102) are in good working order and do not need to be replaced.

To increase overall reliability of the pump station, the project will replace the wet well by either reuse the existing concrete structure or installing a new wet well. Additional improvements will include providing a by-pass pump connection, alarm auto-dialer, and new pump control panel.

The proposed improvements must be constructed within the existing property limits and the existing flows will need to be by-passed pumped reliably.

The work is considered maintenance and does not require NYSDEC review and approval.

The project has gone through environmental review by the Town/City and no further SEQOR work is anticipated.

SCOPE OF SERVICES

C.T. Male proposes the following Scope of Services for the engineering design and construction phase of the project.

1. Prepare Engineering Report in accordance with the inter-municipal sewer agreement that evaluates the existing conditions, evaluates rehabilitation and replacement

1910 - 2010
years

C.T. MALE ASSOCIATES

September 5, 2013
James W. Osborne, P.E.
Page - 2

- alternatives, meet with the City's Engineer, and recommend a plan to update the pump station.
2. Design upgrades and prepare bid packages with contractual documents, specifications, and design drawings. The design drawings will be reviewed with the Town and the City at the 30%, 70% and 90% completion points. The project will be bid as a Town project and the bid documents will be prepared per Town's requirements.
 3. It is assumed that the project will be bid and awarded as one contract (no Wicks Law).
 4. Prepare bid advertisement and provide twenty (20) sets of drawings and construction documents for public bidding.
 5. Respond to questions raised by prospective bidders during the bid phase.
 6. Prepare and distribute addenda to the contract documents, if needed.
 7. Attend bid opening, prepare a bid tabulation, review the bids, evaluate the bids and make a recommendation of award for the construction contracts.
 8. Assist the Town with construction administration including review of shop drawings, payment applications, and change order request.
 9. Conduct periodic site observations during construction to make certain that the work is performed in general conformance with the design and bid documents.
 10. Certify completed work.
 11. Prepare record drawings.


Fee Schedule

C.T. Male's fee schedule for the proposed work is as follows:

Preliminary/Report Phase	\$5,000 Lump Sum
Design Phase.....	\$13,200 Lump Sum
Bid Phase	\$1,500 Lump Sum
Construction Administration.....	\$5,000 Lump Sum
Construction Observation.....	\$5,000 Lump Sum
Record Drawings.....	\$2,500 Lump Sum
Lump Sum Total	\$32,200 Lump Sum

We look forward to the opportunity to work with the Town on this project. If you have any questions regarding our proposal, please contact me at (518) 817 - 7220 or at r.flores@ctmale.com.

Sincerely,

C.T. Male

Robert Flores, P.E.

OCT 16 2013

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

15c

MEMORANDUM

TO: Wayne Booth, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer
DATE: October 15, 2013
RE: S \ MEADOW HILL SOUTH S.D. -
CORRECTIVE ACTION PLAN

JWO/id

Attached for the Town Board's review and approval is a proposal from GHD dated 2 October 2013 to conduct a hydraulic analysis of the existing Meadow Hill South force main and overflow pipe and using that data, identify and evaluate options to eliminate the sanitary sewer overflows that occur during extreme wet weather. The proposed fee for these engineering services is a lump sum not-to-exceed cost of \$19,100.

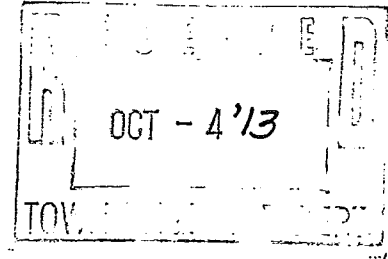
Please note: the NYSDEC has reviewed and approved a timetable not only to identify a solution to the SSO's by 15 December 2013, but to complete plans and specs for the corrective action plan by 15 March 2014 and complete construction of the selected action plan by September 2014.

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

cc: M. Taylor, Attorney
J. Platt, DPW Comm.
J. Calarco, Accountant



October 2, 2013

Mr. James Osborne, P.E.
Town Engineer
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Corrective Action Plan
Meadow Hill South Siphon Chamber Sanitary Sewer Overflow
Town of Newburgh Sanitary Sewer System

Dear Jim:

We are pleased to offer our proposal for Engineering Services to perform a hydraulic analysis and to identify and evaluate feasible alternatives for the Town's Corrective Action Plan for the Meadow Hill South Siphon Chamber sanitary sewer overflow (SSO).

The New York State Department of Environmental Conservation (NYSDEC) is requiring that the Town eliminate the designed overflow point at the Meadow Hill South Siphon Chamber. NYSDEC has requested that the Town undertake an aggressive schedule to perform an engineering evaluation to determine the cause of the overflow and propose actions to eliminate the overflow. GHD is prepared to help the Town meet these requirements and offers the following Scope of Services for this initial phase.

SCOPE OF SERVICES

A. Hydraulic Analysis.

1. Review existing record drawings of the existing sanitary sewer system and conduct a site visit to confirm existing conditions and layout of the system.
2. Attend one teleconference with the Town and NYSDEC to discuss existing system and conditions and regulatory factors related to potential corrective alternatives.
3. Develop a hydraulic model of the sanitary sewer piping system from Carriage Drive, along Saddle Place, underneath the NYS Thruway to the Newburgh Mall and south along Union Avenue to Interstate 84.
4. Use the hydraulic model and standard engineering calculations and methods to determine:
 - the capacity of the existing sewer system along the length mentioned in Item 3
 - flow rates that result in overflow conditions for the existing sewer system



- hydraulic restrictions or bottlenecks
5. Attend a teleconference with the Town to discuss the findings of the hydraulic analysis prior to beginning the alternatives analysis.

B. Alternatives Analysis.

1. Based on the outcomes of the hydraulic analysis for the existing sewer system, identify and evaluate alternatives to increase the hydraulic capacity of the siphon under the NYS Thruway to either: (1) meet the capacity of the downstream gravity sewer along Interstate 84, or (2) to a level that is agreed upon with the Owner.
2. Feasible alternatives that are expected to be evaluated include upsizing pipes and construction of a parallel relief sewer, which will include two sub-alternatives: (1) extending the existing overflow pipe, and (2) construction of a new parallel pipe next to the existing 4-inch pipe. If the aforementioned alternatives are determined not to be feasible, a pumping station and forcemain to overcome hydraulic limitations would be evaluated.
3. Develop preliminary size and layout of each of the most advantageous alternative and develop an opinion of probable project cost for construction. Provide a recommendation for preferred alternative.
4. Attend a teleconference with the Town to discuss the findings and recommendations prior to issuance of the technical memorandum.
5. Summarize the hydraulic and alternatives analyses in a technical memorandum including:
 - maximum capacity of the existing sewer system that does not result in overflow conditions
 - proposed capacity and design conditions for each alternative
 - description of each alternative and summary of evaluation
 - opinion of probable costs for each alternative
 - recommendation of preferred alternative
6. Attend a teleconference with the Town and NYSDEC to address NYSDEC comments and revise the technical memorandum accordingly.

OWNER RESPONSIBILITIES

- A. Provide Engineer with record drawings of existing sewer system.
- B. Attend one site visit with Engineer.
- C. Provide Engineer with available flow or pump station information for the pressure sewers along Union Avenue and flow information for the gravity sewer along Interstate 84. If actual data is not available, then estimates of flow and hydraulic grade line are needed.



SCHEDULE

These services shall be completed within 60 days of execution of a signed agreement with the Town.

PAYMENT TO CONSULTANT

The Owner shall pay the Consultant, for the above Scope of Services, a lump sum fee of \$19,100.

We appreciate the opportunity to submit this proposal and look forward to continued assistance to the Town.

Sincerely,

GHD CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "John LaGorga". The signature is fluid and cursive, written over the printed name.

John LaGorga, P.E.
Service Group Manager – Infrastructure

JL/jas

cc: Howard LaFever, P.E., GHD Consulting Services Inc.
Kevin Castro, P.E., GHD Consulting Services Inc.

16. DATA PROCESSING:

- A. Purchase of time block**
- B. Purchase and installation of equipment**
- C. E-Waste**

16 a, b, c

Oct 16 Audit Meeting Data Processing

1. Purchase of 37.5 hours for computer repair from Firthcliffe Technologies @ \$ 80.00 per hour for a total of \$ 3000.00 from the Computer Maintenance Account 0011680-0497.

2. Installation of twenty three category six enhanced cables at the Court House, three for DPW, two that will connect Recreation with the Fios switch, cabling shall be certified for data transmission speeds exceeding 1 Gigabyte for a cost of ...\$ 3,643.70 to Superior Telephone Systems Salt Point New York from the Computer Maintenance Account # 0011680-0497 which currently has a balance of \$ 8075.00.

3. Purchase of:

- 1 Allentel 24 port patch panel
- 1 Allentel wall bracket
- 46 Cat6 Connectors
- 23 Allentel 3 Port Ivory connectors
- 3000 Feet Cat 6e four pair PVC Cable

For a total of \$ 1920.98 from the Computer Reserve Account # 001-878 From FLC Equipment and Supplies of Cornwall NY

4. Motion made to spend \$ 1920.98 from the Computer Reserve Account # 001-878. Which currently has a balance of \$ 28,499.00

5. E-Waste:

a. Set dates to opening up computer disposal to town employees.

b. Addendum to contract effective November 1st charge of twenty five cents per pound for CRT monitors CRT televisions.

gil



PROPOSAL

Prepared by
SUPERIOR TELEPHONE SYSTEMS
2410 ROUTE 44
SALT POINT NY 12578

Phone (845) 677-2000 Fax (845) 677-1200
Sales@superiortelephone.com

Proposal #: 1003356
Date: 09/25/2013
Terms: 50% DEPOSIT
Quote:

123

Prepared For:
NEWBURGH COURT, TOWN OF
311 ROUTE 32
NEWBURGH, NY 12550

Location:
NEWBURGH COURT, TOWN OF
311 ROUTE 32
NEWBURGH, NY 12550

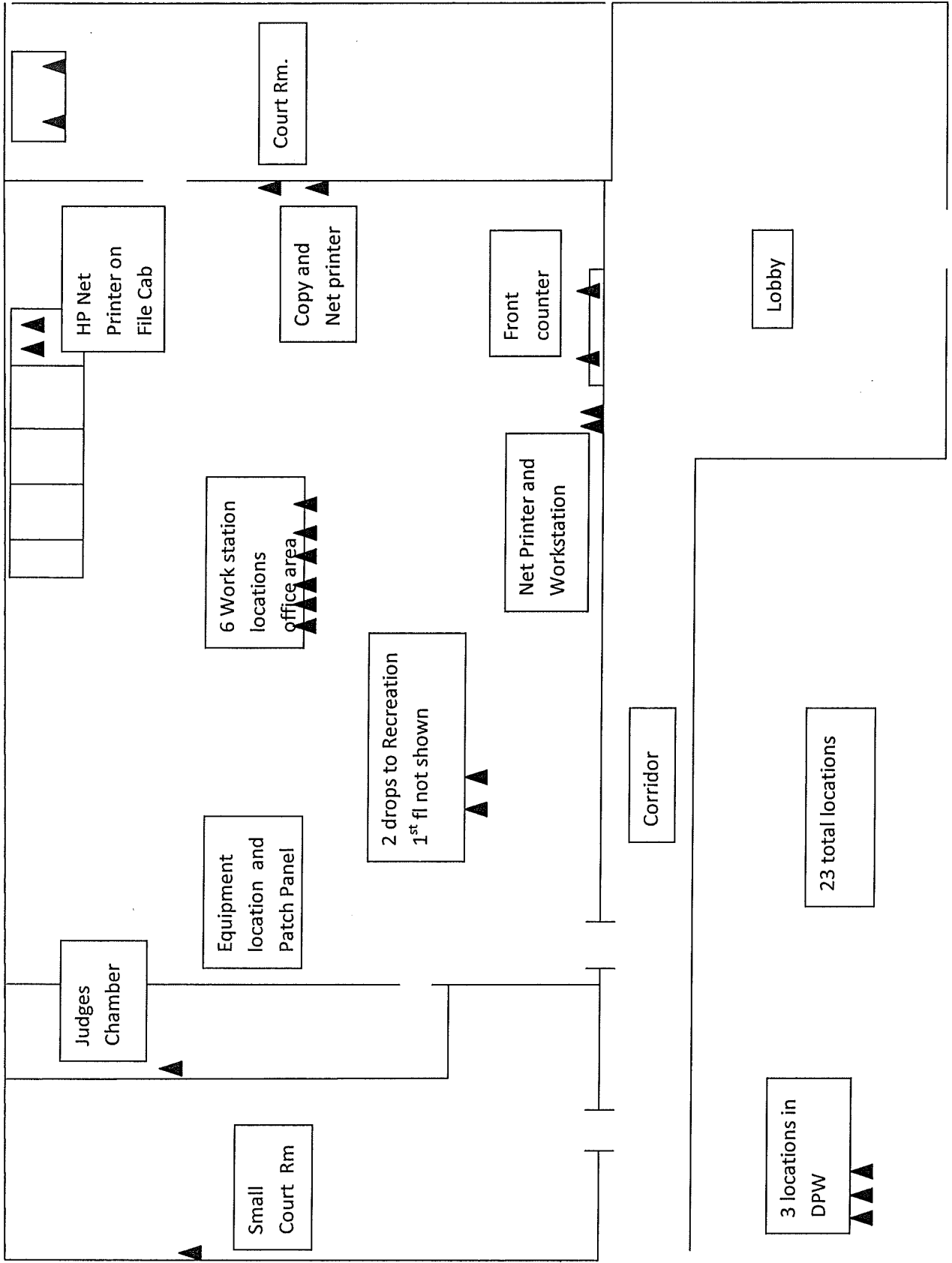
Sales Person
JIM

Proposed Service:

30 HOURS LABOR IS ESTIMATED TO RUN CABLE FOR 23 WORK STATIONS AND TERMINATE. ACTUAL TIME TO BE BILLED.

QTY	DESCRIPTION	TOTAL
30	.ESTIMATED LABOR HOURS	\$3,443.70
Acceptance of Proposal - The provided pricing, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined. As the authorized officer/agent, I understand I am financially responsible for payment of this contract. 50% deposit is required upon receipt of signed proposal		LABOR \$3,443.70 SERVICE \$0.00 MATERIALS \$0.00 FREIGHT \$0.00 MISC \$0.00 SUB TOTAL \$3,443.70 DISCOUNT \$0.00 SALES TAX \$0.00
Customer Signature _____		TOTAL <u>\$3,443.70</u>
Date of Acceptance _____		

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the provided specifications will be executed only upon written change order and will result in extra charges over and above this estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. This contract shall NOT be warranted by Superior Telephone if products or materials are subjected to improper use, tampering, negligence, accident, connection to direct current, theft, fire, flood, acts of God, public enemy, which have been lost or consumed by animals.



3 locations in DPW

23 total locations

Corridor

Lobby

Front counter

Net Printer and Workstation

2 drops to Recreation
1st fl not shown

Equipment location and Patch Panel

6 Work station locations office area

HP Net Printer on File Cab

Copy and Net printer

Court Rm.

Judges Chamber

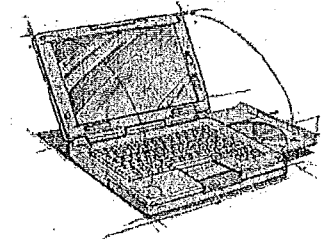
Small Court Rm

FLC Equipment and Supplies
 198 Willow Ave
 Cornwall, NY 12518-1331
 845-534-9800 Fax 845-534-4107

168
Estimate

Date	Estimate #
10/11/2013	1112

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



Vendor Quote #

Description	Qty	Rate	Total
24-Port Patch Panel	1	31.79	31.79
Wall Bracket	1	68.47	68.47
CAT6 Connector (Ivory)	46	10.90196	501.49
3 Port Face Plate	23	3.35783	77.23
CAT6 4-Pair PVC Cable	3,000	0.414	1,242.00
Prices are subject to change without notice. If you have any questions please call.			Total \$1,920.98

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.

Signature / Date



Firthcliffe Technologies, Inc.

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

Statement

Date
10/4/2013

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

Amount Due	Amount Enc.
-\$646.97	

Date	Transaction	Amount	Balance		
08/21/2013	Balance forward		-6.97		
08/22/2013	INV #5180. 7/24/13 Service Call - Town Hall (Billy)	40.00	33.03		
08/26/2013	INV #5184. 8/15/13 Remote Administration (Paul)	40.00	73.03		
08/28/2013	INV #5188. 8/16/13 Remote administration - DPW (Paul)	40.00	113.03		
08/28/2013	INV #5189. 8/16/13 Remote administration - DPW (Paul)	40.00	153.03		
09/04/2013	INV #5217. 7/28/13 Service Call - Assessor (Billy)	120.00	273.03		
09/11/2013	PMT #62512. Inv# 5178 ck 9/11/13	-3,000.00	-2,726.97		
09/11/2013	INV #5230. 9/4/13 Service Call - Court (Paul)	600.00	-2,126.97		
09/11/2013	INV #5231. 9/4/13 Service Call - Highway (Billy)	40.00	-2,086.97		
09/11/2013	INV #5232. 9/4/13 Service Call - Animal Control (Billy)	40.00	-2,046.97		
09/18/2013	INV #5244. 9/10/13 Service Call - Animal Control (Billy)	80.00	-1,966.97		
09/18/2013	INV #5250. 9/12/13 Service Call - Clerk (Paul)	320.00	-1,646.97		
09/18/2013	INV #5253. 9/13/13 Service Call - Code Compliance (Paul)	40.00	-1,606.97		
09/18/2013	INV #5254. 9/13/13 Service Call - Animal Control (Paul)	100.00	-1,506.97		
09/18/2013	INV #5260. 9/18/13 Service Call - Animal Control (Bob)	320.00	-1,186.97		
09/24/2013	INV #5275. 9/17/13 Service Call - Town Clerk - Debbie (Paul)	340.00	-846.97		
09/26/2013	INV #5287. 9/24/13 Service Call (Billy)	120.00	-726.97		
09/26/2013	INV #5292. 9/25/13 Service Call (Billy)	80.00	-646.97		
10/04/2013	INV #5300. VOID: Maintenance Agreement - block of time	0.00	-646.97		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
-646.97	0.00	0.00	0.00	0.00	-646.97

TOWN OF NEWBURGH

Newburgh, New York 12550
(845) 564-5220

DEPARTMENT Town Hall

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

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total	\$0.00	
Abstract #		

TERMS

Invoice #

Date	Quantity	Description of Materials or Services	Unit Price	Amount
10/4/13	1	Maintenance Agreement	3000.	3000.00
				\$0.00
				3000.00
			TOTAL	\$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 above 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, fees, and such other municipal charges are not included; and that the amount claimed is actually due.

10/10/13
DATE

Stacey Lyle
SIGNATURE

vice president
TITLE

(Space below for municipal use)

CLAIMANT APPROVAL

The above services and disbursements were rendered and furnished to the municipality on the dates stated and are chargeable 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 #
10/4/2013	5300

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

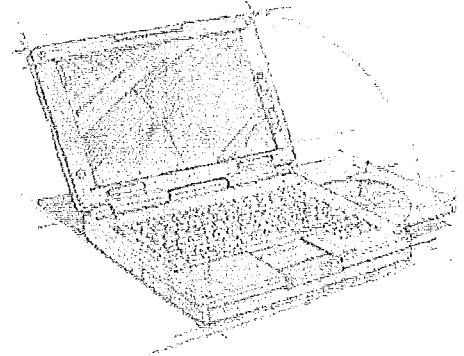
Firthcliffe Technologies, Inc.

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

Estimate

Date	Estimate No.
10/4/2013	144

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



		Vendor Quote #(s)	
Description	Qty	Unit Cost	Total
Maintenance Agreement	1	3,000.00	3,000.00
Prices are subject to change without notice. If you have any questions please call.		Total	\$3,000.00

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.

Signature/Date

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

PAID
09/11/2013

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



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: 7/24/13

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 on site to boot up the symantec server because for some reason the server shutdown previously.

logged into the server and updated the Symantec license

Time spent on this repair .5 Firthcliffe Technician B. Smith

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature _____ Date _____

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
8/26/2013	5184

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

PAID
09/11/2013

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

Quantity	Description	Rate	Amount
0.5	8/15/13 Remote Administration (Paul) -- Downloaded and installed the postscript and PCL universal drivers for the Toshiba Estudio 206L copier at the DPW onto the Terminal Services printer at the town hall so John and other members of his dept will be able to print to the copier at their location when they are using remote desktop to access Mary Lou's database at the town hall server. -- May need to go onsite to test with John or connect remotely to one of their PCs and have them try it.	80.00	40.00
Thank you for your business!		Total	\$40.00



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: 8/15/13

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 and installed the postscript and PCL universal drivers for the Toshiba Estudio 206L copier at the DPW.
onto the Terminal Services printer at the town hall so John and other members of his dept will be able to print to the
copier at their location.

Time spent on this repair .5 Firthcliffe Technician P. Norton

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
8/28/2013	5188

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

PAID
09/11/2013

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

Quantity	Description	Rate	Amount
0.5	8/16/13 Remote administration - DPW (Paul) -- Spoke with Gil about Remote Desktop printing at DPW from town hall server database -- Spoke with Jay at Toshiba and said we were working on getting copier working with Terminal services -- Spoke with John Platt but he was not at his office -- he said to call Mary but no one answered -- Connected to Eydie's PC briefly and saw that when I connect to the server I can see the copier on her PC -- will need to have someone test -- printing for me.	80.00	40.00

Thank you for your business!	Total	\$40.00
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Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
8/28/2013	5189

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

PAID
 09/11/2013

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

Quantity	Description	Rate	Amount
0.5	8/16/13 Remote administration - DPW (Paul) -- Worked with Mary and John to test John's PC and Eydie's PC printing from Jason's program on the town hall server with remote desktop -- It works on both of those PCs but not Mary's - this may be an issue for us to look at or Jason -- it says there isn't any default printer in Jason's software even though there is a default printer in Windows	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 #
9/4/2013	5217

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

PAID
09/11/2013

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

Quantity	Description	Rate	Amount
1.5	7/28/13 Service Call - Assessor (Billy) -- Alan Cagney reports error messages on his computer -- Martha's was having trouble accessing one of the state Websites she said she was getting Java errors. -- Had her walk me through and show the steps she takes to get to the part of the Website that isn't working. -- Showed her and explained to her that she needs to allow Java to run in the Website if it asks to. She was clicking 'block' instead of 'unblock'. After doing that everything worked on the Website. -- Alan was having trouble with Kodak easy share software. He uses that software to edit and send photos. That software doesn't seem to run very well on Windows 7 and has various bugs, as well as being very out dated. I downloaded Picasa for him and showed him how to use that. The interface is much easier to use and it designed a lot better for what he does. -- John also asked if we could setup the new copier next to their printer via TCP/IP so they can all print to it. I told him we would need a work order from Gil.	80.00	120.00
Thank you for your business!		Total	\$120.00



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: 8/27/2013

Assessors Office Alan Cagney reports error messages on his computer
1496 Route 300 Newburgh New York 845 564-4550

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 _____

Showed Alan how to use the govt. site to enable Java to work correctly on Mac OS computers. downloaded Picasa for Alan to use instead of using the Kodak software to edit his pictures.

Time spent on this repair 1.5 hr Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name John T Venezia

Signature John T Venezia Date 8/28/2013

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/11/2013	5230

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

PAID
 09/11/2013

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

Quantity	Description	Rate	Amount
7.5	<p>9/4/13 Service Call - Court (Paul)</p> <ul style="list-style-type: none"> -- Brought extra switch to move remaining PCs or devices from the DELL smart switch so we could test it without disturbing the court personnel -- Moving the remaining machines out of the Dell switch caused problems with 5 PCs accessing the network properly. -- Once this happened we used Billy's laptop to check out the wires at those locations and see if he had the same issues when we moved the other end of the connection between the smart switch and one of the 100MB switches we brought. -- The same issues happened on his laptop so the problem is not their PCs. Moving the wires to the Dell Smart switch and allowing it to sense and set the speed to 1GB or 100MB lets those PCs work properly. Even machines with suspect wiring ran better at 1GB which is the opposite of what you would normally see. -- We started putting everyone back on the Dell Smart Switch because the problem didn't appear to be the switch because it happened on the separate 100MB switches. We tested each PC as we moved them back and they all were working fine until we moved the server back and then all the PCs could communicate with the server but none of them could connect to the Internet and neither could the Server. -- We determined the server needed to be re-booted and it did 39 Windows updates during the reboot process and it took over an hour to reboot the server. After the server reboot the Internet worked on all the PC and the server -- Paul then found issues with the two hp Laserjet printers near the back wall on the tall filing cabinets. I started moving connections that were at 100MB back to one of the other switches to try and find the printer wire that wasn't working. -- Got the one printer to work but then had to use the other switch we had brought for testing to connect the laser printer on the left because I could not get it to make a connection using its original network wire. I used the feed to the printer on the right to feed the switch and then connected the two printers to that switch until we can fix the wiring problem. There appears to be multiple wiring issues in the court offices 	80.00	600.00
Thank you for your business!		Total	\$600.00



9/4/13
Town of Newburgh
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: 9/4/2013

Test Dell switch for problems at court in case it needs to be replaced

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

Put another switch in court network - move everyone off other switch to test + update firmware. Moving PCs to the other 100 MB SW caused problems on at least 6 PCs. Used Billie's laptop to test lines where PCs had problems - they all worked better connected at 1 GB speed. Started switching ports back to auto negotiate and moving wires back. Everything worked ok until we moved server back. Shutting server down running 39 updates

Time spent on this repair 8:30 - 4:00 Firthcliffe Technician PRN

This work order is complete please circle PRN Yes No WS

Department Head or employee Name [Signature]

Signature [Signature] Date 9/4/13

found what looks like wiring issuer put in extra switch (laser) bc laser printers

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/11/2013	5231

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

PAID
09/11/2013

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

Quantity	Description	Rate	Amount
0.5	9/4/13 Service Call - Highway (Billy) -- The highway department will accommodate one more wired machine using the existing router. The laptop will need to be wireless.	80.00	40.00
Thank you for your business!		Total	\$40.00



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: 8/30/2013

Highway Dept

Verify we can accommodate a new desktop computer to be used for GIS in the Highway Dept

Kathy 561-2177 or Phil Bell

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

The current Router can support 1 more wired machine

Time spent on this repair _____ Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X

[Signature]

Date

9/4/13

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/11/2013	5232

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

PAID
09/11/2013

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

Quantity	Description	Rate	Amount
0.5	9/4/13 Service Call - Animal Control (Billy) -- There are sufficient ports on the existing switch available to support the installation of a new printer.	80.00	40.00
Thank you for your business!		Total	\$40.00



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: 8/30/2013

Animal Control verify an extra port exists on router for installation of new laser printer

Printer will be delivered and installed by Todd Baum 845 541-9113 priority04@aol.com

Animal Control: Chantel 845 561- 3344

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

The Core 7 Switch can support another printer
on the network.

Time spent on this repair _____ Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X CIA Date 9-4-13

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/18/2013	5244

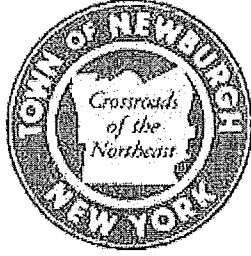
Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
09/11/2013

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

Quantity	Description	Rate	Amount
1	9/10/13 Service Call - Animal Control (Billy) -- Hooked up printer in the filing cabinet using the supplied power cord. -- There was already a cat5 cable going from that area to the switch so I was able to wiring the printer using the existing wire. -- Installed the printer via TCP/IP on all 3 of the machines. -- Cheryl was not in the office and nobody knew her password so I was unable to install the printer on her account. However they did know password for the other account (Angelica) So I installed the printer under her account. They will call me as soon as they are able to log onto Cheryl's account, and I will install the printer remotely. -- Chantell said he AOL e-mail was not working. I enabled POP-Ups for AOL.com under Internet explorer's settings and her e-mail was then able to display correctly	80.00	80.00

Thank you for your business!	Total	\$80.00
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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: 9/12/2013

Set up Optiplex desktop computer in Fleet Maintenance to replace existing computer Jim LaColla 845 561-2288
88 Gardnertown Road Newburgh, New York Stand alone computer No server exists

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

Moved data to new machine from old machine to new machine
Hook up new machine. Installed ~~software~~ google earth
installed printer Set up new gmail email

Time spent on this repair 2 hours Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X [Signature] Date _____

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/18/2013	5253

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

PAID
 09/11/2013

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

Quantity	Description	Rate	Amount
0.5	9/13/13 Service Call - Code Compliance (Paul) -- The PCs had somehow switched the file associations for Word and Excel on any PCs with the starter edition of Office 2010 so they were trying to open with actual Word and Excel executables instead of the Virtual executables that are on the starter kit editions of Office 2010. -- I had to reset the PCs to use the virtual executables and then all the icons went back to normal and the users could just click on the files again to open them -- Also removed the link to by or activate the full version from the start bar to prevent users from accidentally trying to open Word or Excel from there.	80.00	40.00
Thank you for your business!		Total	\$40.00



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: 9/12/2013

Code Compliance James Campbell 845 564-7801

Unable to access Microsoft Office a prompt asks for a product key on computers without e-mail

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

This lower section to be completed by Firthcliffe Technician

Described repair performed on 9/13/13

fixed file associations with word and excel to use the virtual file handler that the starter version uses to fix both programs to open properly when clicking on them in windows explorer.

did this on 4 pcs with starter office edition (PRN)

Time spent on this repair 0.5 hr Firthcliffe Technician PRN

This work order is complete please circle Yes No

Department Head or employee Name Marie Roberts

Signature X Marie Roberts Date 9/13/13

code comp. 9/13/13

Firthcliffe Technologies, Inc.

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

Invoice

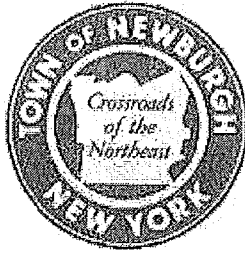
Date	Invoice #
9/18/2013	5254

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

PAID
 09/11/2013

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

Quantity	Description	Rate	Amount
1.25	9/13/13 Service Call - Animal Control (Paul) -- Looked at Cheryl's PC but it still wasn't getting Internet connection. It appeared the other PCs were but I didn't have their passwords to get on those PCs -- Brought my laptop in to verify that it connected wired directly at the router and tested it again using Cheryl's network cable and it failed -- Examined the wire going from the router to her PC and it was badly crimped and bent in a spot near the windows. After straightening the wire I got a very bad intermittent connection -- Explained that I had been sent from another client and didn't have wiring or tools with me but that I could have them brought over. -- Cheryl was alone and had two problems that needed her attention, an abandoned dog and an injured bird which required her to leave. -- Found one new 15 ft cable in my bag, a used 15 ft cable and a CAT5e coupler. I connected the two cables together and ran them around the room and taped it to the back wall above the rest room door entrance so Cheryl would have Internet when she works on Saturday. I explained this was a temporary fix since she had to leave and we would schedule coming back to remove the temporary solution and run a new wire at that time	80.00	100.00
Thank you for your business!		Total	\$100.00



**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: 9/13/13

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 _____

issue with Cheryl's PC not connecting to the internet. all PC's in the animal control were able to connect to the internet.

found that Cheryl's PC had a bad network cable.

found a 15ft cat5 that I had in my bag and a 15ft cat5 that was on site and coupled together.

this will fix this issue until a new cable can be run.

Time spent on this repair 1.25 Firthcliffe Technician P. Norton

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X Date _____

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/18/2013	5260

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

PAID
 09/11/2013

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

Quantity	Description	Rate	Amount
2	9/18/13 Service Call - Animal Control (Bob)	80.00	160.00
2	9/18/13 Service Call - Animal Control (Billy)	80.00	160.00
	-- Ran one 30 to 33 foot Cat5 cable for Cheryl's PC. -- Fixed the untangle server. All PC's were plugged in to the back of the router and not the switch.... Also the untangle sever was off. All seems to be working as intended except for the Google search bug that allows you to bypass the untangle server blocked sites. -- Tried setting up new HP printer but would not print out of tray 2. Kept getting a jammed paper error... called Todd and he came over and worked on and found that the printer must have been damaged when being shipped. Todd called his vendor and they will be sending a new printer out. -- Gave all the PC's a static IP /80 /85/95 to keep these printers from taking the printers IP.		
Thank you for your business!		Total	\$320.00



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: 9-18-13 _____

Run new cat5 cable _____

work on untangle _____

work on new printer setup _____

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 _____

ran one 30 to 33 foot Cat5 cable for Cheryl's PC _____

Fixed the untangle server _____

gave all the PC's a static IP /80 /85/95 _____

worked on new HP printer and found it had some issues. Todd came over and was fixing the issue. _____

Time spent on this repair 2.0 Firthcliffe Technician R.Sarvis / B. Smith

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature X _____ Date _____

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/18/2013	5250

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

BAS
09/11/2013

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

Quantity	Description	Rate	Amount
4	<p>9/12/13 Service Call - Clerk (Paul)</p> <ul style="list-style-type: none"> -- Reconnected the partially setup new PC to the network -- Checked the printers, fixed the driver for the HP 4000 because it was printing extra pages -- Configured printer inside BAS with Debbie by modifying settings in BAS to match what we used on the other Win Pcs. Did have to modify one of the settings to get the one from to print correctly. The others worked as they did on the other Win 7 Pcs -- Attached Debbie's audio recorder and made sure she could hear recordings and play them back. Could not adjust the size of the window for Windows media player to match the XP machine but I did get it to a size usable by Debbie where it won't interfere with document editing while listening -- Copied all her documents, favorites, email, desktop folders and icons she uses to the new PC -- Imported the old mail and her cached email addresses into the new mail profile on the new PC. Set both the new and old PC to leave mail on the pop server at Time Warner for 14 days so Debbie can get the same mail on both PCs -- Showed Debbie around the Win 7 PC a little . Set a few settings in Word that were not the default like the ruler displaying with the margins. -- Called BAS about the Minutes Tracking Program but they were all bust and would call back. -- By the time BAS tech support called back I had to leave for a call we received and Debbie needed to work on something with the minutes program anyway so we could not work on that very last part. -- Debbie will use both PCs to get use to the new one and make sure she isn't missing something from the old one. -- John from BAS called me back after I left the town hall. We discussed possibly scheduling that last install for next Tuesday. Will contact Debbie to try and confirm that is good. -- Confirmed with Debbie and BAS for Tuesday morning to install the BAS Minutes Tracking software on Debbie's new PC 	80.00	320.00

Thank you for your business!	Total	\$320.00
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Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/24/2013	5275

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

BAS
 09/11/2013

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

Quantity	Description	Rate	Amount
4.25	9/17/13 Service Call - Town Clerk - Debbie (Paul) -- Called BAS then sent e-mail to support on Friday at 3:45PM to firm up this time - N/C -- Sent e-mail again this morning because we had not received the instructions or download info for the Minutes Tracking program yet - N/C -- Received e-mail from BAS then left to go onsite to complete the install -- Downloaded what I needed to install the Minutes Tracking software -- Did the installation according to the BAS install for the Minutes Tracking. Tested software with Debbie but she had some issues so I called BAS support after the install and then waited for them to call back to help with issues we were seeing in the new install for the Minutes Tracking -- Needed to set an additional option in Word for Macros. Worked with Lori from BAS to understand how to fix paths for indexed files that have moved . Most of this is because the paths on a Windows 7 user folder are different then XP. If Debbie had created all the links in the Minutes on the "F" drive the path would have always been the same. She is going to try a slightly different method for create minutes docs and the Tracking links to see if they can be more consistently created on the "F" drive on the server. We also went over how to correct the path in the Minutes Tracking database if she knows where the file is currently. -- We also tested the audio minutes as well as her e-mail. -- Everything is functioning on the new desktop under Windows 7 now but we are leaving both PCs on so she can use either one if she has a problem. Suggested she try and keep all docs on the server to make it easier and that she can have backups on her PCs. She was going to try and use the new PC as much as possible and get off the old computer.	80.00	340.00

Thank you for your business!	Total	\$340.00
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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: 9/12/2013

Finish setup of Debbie's new Windows 7 PC Andy 845 565-4554

Install additional programs as needed IE. BAS Minutes Tracking and any others

1496 Route 300 Newburgh New York

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

9/12/13 and 9/17/13

Finish settings up new PC on spare desk for Debbie to get use to it

Work with BAS on problems after the Minutes install on the new PC

Work with Debbie on any issues look at some difference between Win 7 + XP
+ software operation

Time spent on this repair 9/12 9:30-1:30 9/17 11:30-3:45 Firthcliffe Technician PRN

This work order is complete please circle Yes No

Department Head or employee Name J. Smith.

Signature X J. Smith

Date 9-17-13.

*- Both Per are setup until
Debbie can get accustomed
to changes*

Town clerk 9/12/13 + 9/17/13

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/26/2013	5287

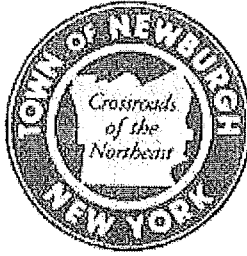
Bill To
Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PAID
 09/11/2013

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

Quantity	Description	Rate	Amount
1.5	9/24/13 Service Call (Billy) -- Copied Cindy's data to the server. Most of her data is stored on the server anyway so I only had to move over her favorites and a few folders on her desktop. -- Removed her old machine and hooked up her new machine. -- She wanted to keep her old wireless mouse and keyboard instead of the new wired ones. -- I got the machine on the domain and added her as a local administrator. -- Installed the copier/printer and explained that the printer on her desk is too old will not work with Windows 7. -- Copied her favorites and folders from her desktop from the server onto the new machine. I configured her Email and pointed outlook to where her data file is stored on the server. Pointed her documents folder to the folder she has on the server. Installed Symantec Endpoint from the server. Tested that her email was working correctly and that all of her old emails and folders transferred over correctly. Put shortcuts on the desktop for Outlook, Word, and Excel	80.00	120.00

Thank you for your business!	Total	\$120.00
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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: 9/12/2013

Set up Optiplex desktop computer for Cindy the supervisors secretary 845 564-4552

This unit is to connect to the main server in Town Hall

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

Backed up documents and data. Replaced old machine
installed new machine installed endpoint. copied old + new
email address installed printers

Time spent on this repair 1.5 hours Firthcliffe Technician Billy

This work order is complete please circle Yes No

Department Head or employee Name _____

Signature

X Cynthia Martens

Date

10/9/13

Firthcliffe Technologies, Inc.

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

Invoice

Date	Invoice #
9/26/2013	5292

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

PAID
 09/11/2013

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

Quantity	Description	Rate	Amount
1	9/25/13 Service Call (Billy) -- Copied Wayne's outlook file onto the server. -- Copied the folders from his desktop as well as his favorites on to the server. -- Shut down and removed old system, set up new system. -- Put the new machine on the domain and added Wayne as a local administrator. -- Installed the Copier/Printer. The printer on his desk is not fully compatible with Windows 7, however I was able to find a driver that does work with Windows 7. -- Installed the printer driver and followed the directions on the HP site. -- Printed a test page to make sure it was installed correctly. -- Moved his favorites and the folders from his desktop from the server onto his new machine. -- Installed Symantec Endpoint, and logmein. -- Configured his email and added his data file to the new machine. Sent a test email to make sure email settings were correct. Added shortcuts to Outlook, Word, and Excel.	80.00	80.00

Thank you for your business!	Total	\$80.00
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160

Rochester Computer Recycling & Recovery, LLC
 d.b.a. RCR & R, Regional Computer Recycling & Recovery, www.eWASTE.com
 7318 Victor Mendon Road, Victor, NY 14564
 585-924-3840 FAX (585) 924-3841 888-563-1340

eWASTE ALLIANCE NETWORK ELECTRONICS RECYCLING SERVICE AGREEMENT

DESCRIPTION OF SERVICES. Client grants to Regional Computer Recycling & Recovery (Contractor) the exclusive right to collect and recycle all of Client's New York State designated Covered Electronic Equipment (CEE), with the exception of CRTs (cathode ray tube monitors and televisions). **Until further notice, as of 11/1/13, CRT containing devices will only be accepted at a handling fee of \$0.25 per lb. charged to the client.** Contractor agrees to provide electronics recycling services in compliance with the New York State Electronics Recycling & Reuse Act. (Recycling Services) *Note: Some services, such as certified hard drive data destruction, are not part of this agreement, and require a separate contract with a specific schedule of services.

TERM. Term of this Agreement shall be for twelve months from effective date of service, and shall be automatically renewed for twelve months thereafter. Either party may terminate on thirty (30) days written notice at any time.

RELEASE FROM LIABILITY. Client recognizes that Contractor may be on file as the Electronics Recycler of Record. In the event that the Client chooses to terminate this agreement, the Client agrees to provide documentation releasing Contractor from any and all (past or future) liability for improper disposal of electronic equipment.

TITLE TO PROPERTY. Upon receipt Contractor takes title and ownership of all equipment.

ASSIGNMENT AND BENEFIT. This Agreement shall not be affected by any changes in the Client's service address if such new address is located within Contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.

LOSS AGREEMENT. By mutual agreement Contractor may drop off at Client site various containers. In the event of loss or damage, client agrees to pay RCR & R \$300 for Blue Bins, \$50 for Gaylord Boxes, \$5 for Battery Buckets, and \$25 for Pallets as a replacement cost.

PAVEMENT AND SURFACE AREAS. Client warrants that any right of way provided by the Client for the performance of Contractor's services to be the most convenient public way and sufficient to bear the weight of all Contractor equipment and vehicles reasonably required. Contractor shall not be responsible for damage to any private pavement or the surface of any route reasonably necessary to perform the services herein contracted and Client assumes all liabilities for such damage.

INSURANCE RCR&R agrees to maintain all standard business insurance coverage.

ACCESS AND SERVICE CANCELLATION. Client agrees to provide unobstructed access to the equipment on the collection day. If the material is inaccessible, or for any reason, the scheduled pick up cannot be made, Client agrees to notify Contractor as soon as possible but no later than 48 hours prior to scheduled pick-up date. Failure by Client to provide reasonable notice may result in a rescheduling fee.

EXCUSED PERFORMANCE. Neither party shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with government orders, inability to get to container, fires and acts of God and such failure shall not constitute Default.

SPECIAL HANDLING. Certain materials may require fees, special handling, removal or preparation for disposal by the client, e.g. certain batteries, fluorescent lamps, toner/toner cartridges in copiers and printers, and any hazardous liquids from medical equipment.

NO CONTAMINATED PRODUCTS: The Recycling Services are not intended for products that are or have become contaminated or suspected of being contaminated with chemicals, biological agents, or any other "hazardous material" as defined by the United States Environmental Protection Agency, or other substances that are not integral to the original new equipment or otherwise associated with normal office or household environments. Electronic Equipment that may be contaminated must be decontaminated prior to their delivery to us. We reserve the right to refuse to accept certain Electronic Equipment. All decontaminated equipment must be clearly identified by client. Title to and liability for any equipment excluded above shall remain with Client and Client expressly agrees to defend, indemnify and hold Contractor harmless from any and all damages and liabilities resulting from such equipment excluded above.

REPORTING. Final consolidations are determined at Contractor's processing facility. Applicable forms such as Certificates of Recycling, Certificates of Destruction, State Compliance, or Consolidation Reports are issued with billing.

NON-LIABILITY OF CLIENT. It is agreed that Client is acting only as a collection site for electronic recyclables and Contractor shall hold Client harmless from any liability for violation of any law, rule or regulation relating to the disposal of electronic waste only after any such materials are accepted by the Contractor and removed from the Client's location. Client agrees to operate the collection site within the guidelines provided by the Contractor and State regulations.

RATE ADJUSTMENTS. Pricing is based on existing commodity and fuel costs, as well as manufacturer funding through state programs. Changes in the Schedule of Services, pricing, quantity, frequency of collection, and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

PAYMENT. Contractor shall pay Client the amount of \$0.00 per lb. for all New York State designated Covered Electronic Equipment (CEE), with the exception of CRTs (cathode ray tube monitors and televisions). Until further notice client will be charged a handling fee of \$0.25 per lb. for any CRT material collected as of November 1, 2013.

RCR & R has provided, or will provide the services above, and I have read the Service Agreement, fully understand its terms, and have authority to sign on behalf of Client named.

Effective Date: November 1, 2013

Client: _____

Authorized Signature: _____

Title: _____

Contractor: REGIONAL COMPUTER RECYCLING & RECOVERY

RCR&R Signature _____

Title: _____

EFFECTIVE IMMEDIATELY CRT MONITORS AND TELEVISIONS CANNOT BE ACCEPTED

ATTENTION: eWASTE COLLECTION SERVICE CHANGES

As you know, there are substantial costs to collect and recycle eWASTE efficiently and properly. Since the passage of the New York State Electronics Recycling & Reuse Act (regulated by the NYS DEC), manufacturers of Covered Electronic Equipment (CEE) are obligated to provide free and convenient recycling of CEE for NYS consumers. This law is one of 24 state-run Extended Producer Responsibility (EPR) Laws which exist across the United States. Because consumers can now “recycle for free” in these states, the volume of material in the marketplace, specifically “Cathode Ray Tube” (CRT) TV’s and Monitors has risen dramatically. The costs to collect and recycle are significant, and recyclers are not compensated nearly enough to cover all the costs resulting from safe reliable collection and recycling services

We will still maintain *FREE* collection of all New York State Covered Electronics **EXCEPT** CRT-containing devices. In the meantime, we hope that the NYS DEC and the manufacturers of the covered electronic equipment will come together to work closer with recyclers and other stakeholders to develop a more sustainable recycling system moving forward.

If appropriate and reliable funding becomes available in the future, we will reconsider accepting CRT devices.

**EFFECTIVE
IMMEDIATELY
CRT MONITORS AND
TELEVISIONS CANNOT BE
DROPPED OFF
FREE OF CHARGE**

ATTENTION: eWASTE COLLECTION SERVICE CHANGES

Effective November 1, 2013 there will be a handling fee for CRT Devices

CRT HANDLING FEE: \$ _____

As you know, there are substantial costs to collect and recycle eWASTE efficiently and properly. Since the passage of the New York State Electronics Recycling & Reuse Act (regulated by the NYS DEC), manufacturers of Covered Electronic Equipment (CEE) are obligated to provide free and convenient recycling of CEE for NYS consumers. This law is one of 24 state-run Extended Producer Responsibility (EPR) Laws which exist across the United States. Because consumers can now “recycle for free” in these states, the volume of material in the marketplace, specifically “Cathode Ray Tube” (CRT) TV’s and Monitors has risen dramatically. The costs to collect and recycle are significant, and recyclers are not compensated nearly enough to cover all the costs resulting from safe reliable collection and recycling services

We will still maintain **FREE** collection of all New York State Covered Electronics **EXCEPT** CRT-containing devices. In the meantime, we hope that the NYS DEC and the manufacturers of the covered electronic equipment will come together to work closer with recyclers and other stakeholders to develop a more sustainable recycling system moving forward.

If appropriate and reliable funding becomes available in the future, we will reconsider our handling fee for CRT devices.

Councilman Piaquadio

From: Charles McKernan [info@ewaste.com]
Sent: Friday, October 04, 2013 9:39 AM
To: councilmanpiaquadio@hvc.rr.com
Subject: Important eWASTE Collection Changes r

**ATTENTION: UPDATED INFORMATION REGARDING YOUR eWASTE COLLECTION SERVICE.****Important Dates:**

September 30th	RCR&R can no longer offer payment for CEE
October 15th	Respond to revised contract attached
November 1st	CRT Handling Fee begins

Dear Sir/Madam:

As you know, there are substantial costs to collect and recycle eWASTE efficiently and properly. Since the passage of the New York State Electronics Recycling & Reuse Act (regulated by the NYS DEC), manufacturers of Covered Electronic Equipment (CEE) are obligated to provide free and convenient recycling of CEE for NYS consumers. This law is one of 24 state-run Extended Producer Responsibility (EPR) Laws which exist across the United States. Because consumers can now “recycle for free” in these states, the volume of material in the marketplace, specifically “Cathode Ray Tube” (CRT) TV’s and Monitors has risen dramatically. The costs to collect and recycle are significant, and recyclers are not compensated nearly enough to cover all the costs resulting from safe reliable collection and recycling services (please see attached articles).

Over the last three years, since the collection law has been passed, many of the leading manufacturers have chosen RCR&R to assist them in meeting their obligations under this law. RCR&R has responded by achieving our commitment to the manufacturers in managing and subsidizing financially CEE volume at your facility and at a majority of the registered collection sites across the state through our innovative eWASTE Alliance Network. Our eWASTE Alliance Network currently accounts for over 50% of the registered collection sites in New York. However, at this point in time, the eWASTE Alliance Network is NOT sustainable because the costs to operate the program are

significant and the funding we receive to cover these costs is insufficient.

After recently attending a national industry conference and discussing the above issues with the NYS DEC, manufacturers' representatives and other stakeholders, we have decided to implement the following change to our collection & recycling services:

1. RCR&R will continue to provide free logistics and recycling services at your collection location. However, for pick-ups after September 30th, 2013, RCR&R can no longer offer payment for ANY Covered Electronic Equipment (CEE) collected.

2. Effective November 1, 2013, RCR&R will no longer accept CRT containing devices including CRT TVs and CRT Monitors free of charge; the costs for collection, handling and proper recycling are simply too high and RCR&R can no longer subsidize these expenses.

We have invested in people, equipment and facilities across the state. However, we cannot do it alone! Communication and cooperation among the NYS DEC, manufacturers, recyclers, collection sites and consumers are critical. We hope that the situation improves over time and if appropriate and reliable funding becomes available in the future, RCR&R will reconsider our handling fee for CRT devices.

With regard to the consumers and/or customers who utilize your collection site; you have three options that you may want to consider:

1. You can continue to accept CRTs free of charge.
2. You can choose NOT to accept CRT devices at all.
3. You can impose your own fee for CRT devices to offset the RCR&R handling fee.

*Please see suggested consumer notices attached.

Lastly, please see the attached **REVISED eWASTE Alliance Network Electronics Recycling Service Agreement**. This new agreement incorporates all of the above changes. Please review, sign and return this agreement to us as soon as possible but no later than October 15th. *****This agreement must be signed and returned in order to continue recycling services with RCR&R.***

If you have any questions or concerns, please contact your account manager directly at 888-563-1340/585-924-3840: Tiarra Worthington x126, Tom Smith x124, or Scott Pastorell x103.

Thank you for your business.

Sincerely,

Mike Whyte, President
Regional Computer Recycling & Recovery
7318 Victor Mendon Road
Victor, NY 14564

Charles A. McKernan, Jr., Vice President

Peter Bennison, VP- Business Development

Sent

to: councilmanpiaquadio@hvc.rr.com

If you prefer not to receive

future e-mails of this type,

[click here](#)

Sent By:

REGIONAL COMPUTER RECYCLING & RECOVERY powered by **swiftpage**

7318 Victor- Mendon Rd.

Victor NY 14564

USA

To view as a web page [click here](#).

[Forward to a Friend](#)